

**GATEWAY SERVICES,
COMMUNITY DEVELOPMENT
DISTRICT**



**GATEWAY LANDSCAPE MAINTENANCE
SPECIFICATIONS & CONTRACT**

**FY
2020-2021**

Dated ____ October 29, 2020

**GATEWAY SERVICES
COMMUNITY DEVELOPMENT DISTRICT
[“GSCDD” or “District”]**

**Landscape Maintenance
FY 2020-2021**

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**NOTICE TO CONTRACTORS
EXTERIOR LANDSCAPE MAINTENANCE SERVICES
2020-2021**

For the
GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
Lee County, Florida

Sealed proposals in the form of One (1) electronic (PDF) copy and eight (8) hard copies of sealed proposals to perform EXTERIOR LANDSCAPE MAINTENANCE SERVICES "SERVICES") for the DISTRICT will be received by the undersigned at the office of GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT (DISTRICT), 13240 Griffin Drive, Fort Myers, Florida, 33913, until **1:00 pm December 8, 2020** at which time and place they will be publicly read aloud. Each Bidder is required to have visited and inspected the areas where Work is to be performed under the Agreement and thoroughly familiarize itself with all conditions pertinent to the SERVICES and Agreement in total as indicated in the Specifications and Contract Documents, copies of which are available from the DISTRICT upon request. A mandatory pre-bid meeting will be held for all interested parties on **November 9, 2020 at 1:00 p.m.** at the District office at 13240 Griffin Drive, Fort Myers FL 33913. **Bidders not attending the mandatory pre-bid meeting shall be disqualified from bidding on the Contract**

Any person not able to attend in person, may attend and join the mandatory pre-bid meeting from a computer, tablet or smartphone via *GoToMeeting* at <https://global.gotomeeting.com/join/392091493>; and can also dial in using a phone. United States (Toll Free): 1 866 899 4679 United States: +1 (571) 317-3116 Access Code: 392-091-493 New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/392091493>.

The work for which these proposals are to be submitted consists of providing labor, materials, and equipment for the ongoing maintenance of the DISTRICT's LANDSCAPING as directed by DISTRICT staff, to include but not be limited to removal of undesirable vegetative material. All work performed shall be in accordance with plans, Specifications and Contract Documents pertaining thereto which may be examined at the office of DISTRICT, 13240 Griffin Drive, Fort Myers, Florida, 33913 and with all applicable laws, rules, regulations, permits, policies, development orders and governmental approvals. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may be obtained at the DISTRICT office.

A certified or cashier's check on a national or state bank issued in the State of Florida or a bid bond in a sum of \$2,500.00, made payable to GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition after opening of bids and, in the event that the contract is awarded to the bidder, it will enter into contract and furnish the required certificates of insurance and other necessary assurances, failing which the bid deposit may be retained by the DISTRICT for liquidated damages.

Proposals shall be prepared, addressed and submitted in compliance with the detailed instructions as set forth in the Contract Documents. The DISTRICT reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which, in its judgement, best serves the DISTRICT.

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

SECTION 1

INSTRUCTIONS TO BIDDERS

1-01. SEALED PROPOSALS – Sealed proposals will be received at the time and place designated herein and then publicly opened and read aloud for furnishing all transportation, labor, materials, supplies, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified on an as-needed basis and as directed by the DISTRICT.

1-02. DEFINITIONS OF TERMS – Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

DISTRICT: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT represented by the Board of Supervisors, or its authorized representative.

Bidder: Any person, firm or corporation submitting a proposal for the work covered by these specifications, or his duly authorized representative.

Contractor: The person, firm or corporation with whom the DISTRICT has executed a contract for the work herein specified or his duly authorized representative.

Manufacturer or Supplier: any person, firm or corporation other than the Contractor, supplying labor, material or equipment for the work herein specified.

1-03. DELIVERY OF PROPOSALS – All bids, whether mailed or delivered in person, shall be submitted in SEALED envelopes bearing on the outside the name of the bidder and his address clearly marked and also marked as follows

**Proposal for Landscape Maintenance
“FY2020-2021”**

Addressed to:
Bryan Brashear, Public Works Manager
GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
13240 Griffin Drive
Fort Myers, Florida 33913

A Public Entity Crime Affidavit that is furnished in the Contract Documents must be submitted with proposal.

1-04. PROPOSAL GUARANTY – A certified or cashier’s check on a national or State bank issued in the State of Florida, or a bid bond, in a sum not less \$2,500.00

of the amount of the bid, made payable to: GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT shall accompany each proposal as a guarantee that the bidder will, if award is made, promptly enter into agreement to do the work and furnish the required Certificate of Insurance and other necessary assurances.

1-05. PROPOSAL FORMS – The bidder shall submit the proposal in duplicate on the forms, or an exact copy of the forms, furnished herewith. The blank spaces shall be filled

in correctly for each item and for every item for which a bid is tendered. The bidder shall state the price, typewritten or in ink, for which it proposes to do each item of work called for.

1-06. SIGNATURE ON PROPOSAL – The bidder shall sign the proposal correctly. If an individual makes the proposal, their name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown and proof of authorization to do business in the State of Florida. If made by a corporation or limited liability company; the person signing the proposal shall show the name of the State under the laws of which the corporation or limited liability company is organized, together with the names and business address of its president, vice president, secretary and treasurer in the case of a corporation, and the managing members in the case of a limited liability company; and, proof of authorization to do business in the State of Florida.

1-07. FAMILIARITY WITH LAWS – The bidder by submitting a bid states that he/she/it is familiar with all Federal, state, DISTRICT, and local laws, ordinances, rules and regulations that may in any manner affect the work. The failure to familiarize itself with applicable laws, ordinances, rules and regulations will in no way relive the bidder from responsibility.

1-08. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK – The bidder is required, before submitting a proposal, to visit and inspect the site of the proposed work and familiarize itself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The bidder is also required to examine carefully the plan(s), specifications, form of agreement, and to be informed thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

1-09. QUALIFYING QUESTIONNAIRE AND CONFIDENTIAL FINANCIAL STATEMENT – If requested by the DISTRICT, bidders under consideration for award shall furnish a qualifying questionnaire and confidential certified financial statement, current within the past thirty days, which must be a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.

1-10. QUALIFICATIONS OF BIDDERS – The contract will be awarded only to qualified, responsive, responsible and competent Contractors who are fully qualified by necessary experience to do the work specified wherein. The bidder shall submit, with the bid proposal, satisfactory evidence of their full experience in like work and that it is fully prepared with the necessary organization, capital, equipment and machinery and staff to complete the work to the satisfaction of the DISTRICT. At a minimum, the BIDDER shall provide detailed listings of high-quality performance for continuing Landscape Maintenance activities similar to those proposed in this contract for a least 5 clients in South west Florida for the past five (5) years.

1-11. DISQUALIFICATION OF BIDDER – More than one bid from an individual, firm, partnership, corporation, limited liability company, association or entity under the same or different name, ownership or control will not be considered. Reasonable grounds for believing or discovering that the bidder or any principal, officer or director thereof is finically interested in or participating in more than one proposal for the same work will

cause the rejection of all proposals in which such bidders are believed to be interested. All proposals will be rejected if there is reason to believe that collusion exists among bidders and no participants in such collusion will be considered in future proposals. Proposals in which prices are obviously unbalanced or unrealistic will be rejected.

1-12. RIGHT TO REJECT PROPOSALS – The DISTRICT reserves the right to reject all bids, with or without cause, and to wave technical errors and informalities, in the best interest of the DISTRICT.

1-13. AWARD OF CONTRACT – The award of the contract, if it is awarded, will be to the lowest responsive, responsible, competent bidder whose qualifications indicate the award will be to the best interest of and most advantageous to the DISTRICT and whose proposal shall comply with the Rule of the DISTRICT and the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidders and the DISTRICT is fully satisfied that the bidders are qualified to do the work and have the necessary permits, licenses, organization, capital and equipment, experience and staff to carry out the provisions of the contract to the satisfaction of the DISTRICT within the times specified.

1-14. RETURN OF PROPOSAL GUARANTY – The DISTRICT will return the guaranty deposit accompanying the proposals no later than business 10 days after the contract has been executed with the successful bidder.

1-15. EXECUTION OF AGREEMENT– Immediately following the award of the contract to the successful bidder by the DISTRICT, the DISTRICT will prepare a formal contract to be executed by the parties, which contract will be in substance substantially similar as the form of agreement which is part of the bid package materials provided by the DISTRICT or its representative to the bidder in the first instance. The bidder shall execute the contract and furnish necessary certificates of insurance written by a company licensed to do business in the State of Florida, acceptable to the DISTRICT.

1-16. FAILURE TO EXECUTE THE AGREEMENT – The failure on the part of the successful bidder to execute the agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the amount of guaranty deposited with the proposal, either in the form of a certified or cashier's check or a bid bond, will be retained or be paid upon demand by the DISTRICT, not as a forfeiture, but rather will be liquidated damages for the breach of contract, it being agreed to by each bidder in advance that the DISTRICT will sustain certain damages by the reason of the failure of the bidder to sign the contract and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a proposal.

1-17. TIME OF AWARD – The DISTRICT reserves the right to hold all bids and bid guaranties for a period not to exceed sixty (60) days after the date of bid opening stated in the Notice to contractors.

1-18. BID MODIFICATION – Once a bid is submitted no bid modifications may be submitted.

SECTION 2

GENERAL CONDITIONS

2.01A. DEFINITIONS - Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

Addenda – Written or graphic instruments issued by the DISTRICT prior to the submittal date for the bids, which clarify, correct or change the bidding documents or the Contract Documents.

Agreement – The written agreement between THE DISTRICT and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and a part thereof as provided therein;

Bid – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds – Bid, performance and payment bonds and other instruments of Security.

Contract Documents – The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, if required, the General Conditions, the Supplementary Conditions, the Specifications, the Drawing as the same are more specifically identified in the Agreement, together with all modification issued after the execution of the Agreement.

Contract Price – The monies payable by THE DISTRICT to CONTRACTOR under the Contract Documents as stated in the Agreement.

Contract Time – The number of days or the date stated in the Agreement for the completion of any Work.

Contractor – The person, firm, corporation or other legal entity with whom the DISTRICT has entered into the Agreement.

Defective – An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to recommendation of final payment.

Drawings – graphical depictions, plan views, sectional views and/or related renderings to be used as an aid in displaying the components.

Effective Date of the Agreement – The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Work Order – A written order issued by the DISTRICT which orders minor changes in the Work in accordance with Paragraph 2.16, but which does not involve a change in the Contract Price or the Contract Time.

General Requirements – Section titled Specifications.

Modification – A written amendment of the Agreement signed by both parties or a Work Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award – The written notice by the DISTRICT to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the DISTRICT will sign and deliver the agreement.

Notice to Proceed – A written notice given by the DISTRICT to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents. Work shall only proceed as directed by the DISTRICT.

Owner – GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT (GSCDD or DISTRICT), 134240 Griffin Drive, Fort Myers, Florida, 33913

Project Representative – The authorized representative of the DISTRICT who is assigned to the site or any part thereof.

Work – The Landscape Maintenance work managed by the DISTRICT or the various separately identifiable parts thereof required to be performed under the Contract Documents and as described within Section 3. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the operation all as required by the Contract Documents.

2.01B. PRELIMINARY MATTERS –

Delivery of Bonds – Since payment will only be made monthly upon completing work for the preceding month, Payment Bond will not be required.

Commencement of Contract Time; Notice to Proceed – The Contract Time will commence to run on the thirtieth day after the effective date of the Agreement, or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the effective date of the Agreement.

Starting the Project – CONTRACTOR shall start to perform work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Work – CONTRACTOR shall promptly report in writing to the DISTRICT any conflict, error or discrepancy that CONTRACTOR may discover. Before any Work at the site is started, CONTRACTOR shall deliver to the DISTRICT, certificates (and other evidence of insurance requested by the DISTRICT) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 2.18.

- 2.02. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS – The Agreement shall be signed in duplicate by the DISTRICT and the Contractor. Insurance requirements, endorsements, certificates, as required are to be provided at the time that the Contract/Agreement is signed. Customary practice does not involve signatures of either party on the separate or supplementary components of the Contract Documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation, materials, supplies and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which when so applied, have well known technical or trade meaning shall be held to refer to such recognized standards.
- 2.03. ORDER OF COMPLETION - The Contractor shall submit to the DISTRICT prior to the start of any work after receipt of a Notice to Proceed or Work Order, schedules which show the nature and order in which the Contractor proposes to carry out the Work with dates at which the Contractor will start the several parts of the Work and estimated dates of completion of the several parts. The DISTRICT may order the schedule and nature of the work described therein to be modified or amended as necessary in the determination of the DISTRICT.
- 2.04. CONTRACTOR UNDERSTANDS - It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the DISTRICT Landscape, confirmation of the field conditions, the character and condition(s) of the DISTRICT landscaping and associated landscaping facilities and the equipment and facilities needed by CONTRACTOR preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the DISTRICT, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.
- 2.05. MATERIALS, APPLICATIONS, EMPLOYEES, SUBCONTRACTORS - Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, fuel, transportation, supplies and other facilities necessary for the execution and completion of the Work. If the Contractor proposes that any of the work will be performed by subcontractors or other vendors under direct contract with Contractor, the Contractor shall list such proposed subcontractors and third parties in the bid proposal as the DISTRICT's prior written approval, as outlined herein, needs to be provided for any subcontractors or other vendors. The Contractor shall at all times enforce strict discipline and good order among his employees and subcontractors and shall not employ on the Work for the DISTRICT any unfit person or anyone not fully skilled in the work assigned to him.
- 2.06. ROYALTIES AND PATENTS- The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the DISTRICT harmless from loss on account thereof.
- 2.07. SURVEYS, PERMITS AND REGULATIONS – Upon written request, at actual cost, the DISTRICT will furnish the Contractor with a copy of applicable surveys

in the DISTRICT's possession. Permits and licenses necessary for the execution of the Work shall be secured and paid for by the Contractor.

The Contractor shall give all required notices and comply with all permits, development orders, governmental approvals, laws, ordinances, rules and regulations that have a bearing on the conduct of the Work as drawn and specified.

- 2.08. SAFETY AND PROTECTION: EMERGENCIES - The Contractor and all of its approved subcontractors shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to; all personnel engaged in any work and other persons and properties that may be affected thereby, all the Work and all material or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

The Contractor shall comply with all applicable safety laws and codes of federal, state, municipal and other government bodies governing the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for their safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners of adjacent lands and/or structures. All damage, injury or loss to any such property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be fully remedied by the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the DISTRICT, is obligated to act, at its discretion, to prevent threatened damage, injury or significant changes to persons or to the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional work done by him/her in an emergency, which arose from causes beyond his/her control, entitles him/her to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim thereof.

- 2.09. SUPERINTENDENT: SUPERVISION. The Contractor shall keep a competent superintendent and any necessary assistants on the Work during its progress, all satisfactory to the DISTRICT. The superintendent shall not be changed except with the consent of the DISTRICT unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The Contractor will immediately notify the DISTRICT upon terminating employees.

- 2.10. DEDUCTIONS FOR UNCORRECTED WORK: CORRECTION OF WORK BEFORE PAYMENTS. The Contractor shall promptly correct any defaults as noticed by the DISTRICT and correct all work condemned by the DISTRICT as failing to conform to the contract and shall promptly re-execute his own work in accordance with the contract and without expense to the DISTRICT. If the DISTRICT deems it necessary or expedient a cure or correct a default, perform or correct work not performed in accordance with the contract, a deduction from any payment otherwise properly due the Contractor will be made by the DISTRICT.

If the Contractor does not cure such defaults or correct such work within the time as fixed by written notice from the DISTRICT, to the satisfaction of the DISTRICT within 7 calendar days of written notice of said default, a \$100.00 per week penalty will be deducted from the next monthly invoice, until said default is corrected. Or the District may correct the defective work at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten calendar days thereafter, the DISTRICT may, in addition to any other remedies it possesses to recover from the Contractor said monies so expended, deduct an amount equal to the cost and expenses associated with the correction by the DISTRICT from any payment otherwise properly due the Contractor.

- 2.11. SUSPENSION OF WORK. The DISTRICT may at any time suspend the Work or any part thereof by giving five calendar days' notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten calendar days after the date fixed in a written notice to resume work from the DISTRICT to the Contractor.
- 2.12. THE DISTRICT'S RIGHT TO TERMINATE CONTRACT. The DISTRICT may terminate this Contract upon ten (10) calendar days written notice, at any time prior to the expiration of any term of this Contract, initial and renewal, with or without cause.

In addition to any other right of termination possessed by the District, the District has the right and ability to unilaterally terminate the Contract upon ten (10) calendar days written notice if the Contractor:

1. Is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes;
2. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
3. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
4. Has been engaged in business operations in Cuba or Syria.

The written notice may be transmitted to the Contractor by email, facsimile transmittal, Certified Mail or hand delivery. The 10-day notice shall commence on the day of receipt of said written notice by Contractor.

- 2.13. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT. If the work should be stopped under an order of any court, or other applicable public authority for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may upon 14 calendar days' written notice to the DISTRICT stop work or terminate this contract and recover from the DISTRICT payment for all work properly, fully and competently executed.
- 2.14. REMOVAL OF EQUIPMENT. Upon termination of this contract for any cause whatever, the Contractor, if notified to do so by the DISTRICT, shall promptly remove any part or all of his equipment and supplies from the property of the DISTRICT and the areas of the work, failing which the DISTRICT will have the right to remove such equipment and supplies at the expense of the Contractor, and the DISTRICT shall have the right to store or dispose of such equipment and supplies at the Contractor's expense. The DISTRICT shall incur no liability to the

Contractor for loss or damage to the supplies and equipment so removed, stored or disposed of.

2.15. OTHER DEFAULTS. The DISTRICT may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment application to such an extent as may be necessary to protect the DISTRICT from loss on account of:

- (A) Defective work not remedied or work not performed.
- (B) Claims filed or reasonable evidence indicating probable filing of claims associated with the work performed under this contract by the Contractor or its agents.
- (C) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (D) Damage to property by Contractor or its agents.
- (E) Damage to another contractor by Contractor or its agents.
- (F) Failure to maintain adequate progress.

When the above grounds for withholding payment have been corrected (A-F) payment will be made for amounts withheld because of them, unless the DISTRICT has incurred expense or damages, in which case all expenses incurred by the DISTRICT as herein provided, and the damage incurred through the Contractor's default, will be deducted by the DISTRICT from any sums that would otherwise properly be due to the Contractor.

2.16. CHANGES IN THE WORK. The DISTRICT, without invalidating the contract, may order extra Work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such Work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby may be adjusted in the discretion of the DISTRICT at the time of ordering such change.

The value of any such extra Work or change will be determined in one or more of the following ways, in the discretion of the DISTRICT:

- (A) By estimate and acceptance in a lump sum.
- (B) By unit prices named in the contract or if no applicable unit prices, as subsequently agreed upon.
- (C) By cost and percentage or by cost and a fixed fee.

The contractor, once in receipt of an order as above, shall proceed with the work and thereafter shall keep and present a correct account of the net cost of labor and materials, together with vouchers in such form as the DISTRICT may direct, and certify same as being true and accurate. The DISTRICT will review the submitted amount and certification, including reasonable allowances for overhead and profit. Pending final determination of value, payments on changes will be made.

2.17. CLAIMS FOR EXTRA COST. If the Contractor claims that any instructions by drawings or otherwise vary from the terms of this contract and involve extra cost under this contract, the Contractor shall give the DISTRICT written notice thereof within ten (10) calendar days after the receipt of such instructions, except in an emergency endangering life or property, and the procedure shall then be as provided in Section 2.16 "change in the Work: Claims will not be processed unless filed in writing before any work is commenced.

2.18. INSURANCE. Contractor shall provide and maintain during the life of this Agreement, "Worker's Compensation Insurance" for all of its employees performing the Work and in case Work under this Agreement is sublet, the Contractor shall require any subcontractor similarly to provide "Worker's Compensation Insurance" for all of its employees unless said subcontractor employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work performed under this Agreement are not protected under the "Worker's Compensation" Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of its employees not otherwise protected. Contractor shall provide and maintain during the life of this Agreement, insurance that will protect the DISTRICT, the Contractor and any Subcontractor performing the Work under the Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Work performed, whether such operations be by the Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them. The Contractor shall also provide and maintain during the life of this Agreement insurance that will indemnify and hold harmless the DISTRICT, and its agents, officers, Supervisors, and employees from and against all claims, costs, losses, damages and expenses, including but not limited to, attorney's fees and damages arising out of or resulting from performance of Work performed under this Agreement

injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property, including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of the Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- a. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$3,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
- b. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. \$1,000,000.00 Combined Single Limit Each Occurrence; \$3,000,000.00 annual aggregate. Also, to include insured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- c. Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

- d. DISTRICT will be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Contractor to meet requirements of this Contract.
- e. Contractor agrees to waive all rights of subrogation against the DISTRICT, its agents, departments, officers, employees and volunteers, for losses arising from work performed by Contractor under the terms of this Contract.
- f. Policies will not be canceled, non-renewed or reduced in scope of coverage until after 30 days' written notice has been given to the DISTRICT, and only if substitute equivalent coverage in compliance with this Contract is provided.
- g. The DISTRICT, its agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured on all policies required under this Contract (except Workers' compensation).

All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein. Insurance provided by out-of-state re-insurers shall not be acceptable.

At the time of execution of this Agreement, the Contractor will file with the District Manager certificates of such insurance and endorsements naming the Owner as an additional insured as required herein, that are acceptable to the Owner and District Manager. The insurance coverage afforded under these policies shall be primary and not create any contribution obligations to any insurance carried independently by the Indemnities. Such amendatory riders or endorsements shall indicate, concerning the Licensee Indemnified Parties, that there shall be severability of interests under such insurance policies for all coverage's provided under such insurance policies

With regards to all policies required by this Contract: (i) each policy shall contain provisions whereby the insurance carrier will provide not less than thirty (30) days' written notice to the Owner in the event of a material change or cancellation of coverage as required under this Agreement (or, ten (10) days in the event of nonpayment of a premium); (ii) the respective policies required hereunder shall be placed with insurance companies rated at least A-VII or better or an equivalent rating by a recognized rating agency authorized to do business in Florida; (iii) the Contractor shall submit to the DISTRICT upon execution of the Agreement current valid certificates of insurance (on Acord Form 25 or equivalent) and endorsements evidencing term and the effectiveness of the required insurance policies and evidence that DISTRICT is a named additional insured.

With reference to chapter 72-52, Laws of Florida 1972, the specific considerations for the Contractor's promises as contained in this Article are:

- (A) One dollar (\$1.00) in hand paid by the DISTRICT, to the Contractor, receipt whereof is hereby acknowledged and adequacy of which the Contractor accepts as completely fulfilling the obligations of the DISTRICT, under Chapter 72-52, Laws of Florida 1972 and;
- (B) The entry of the DISTRICT and the Contractor into the Contract because, but for the Contractor's promises as contained in this Article, the DISTRICT would not have entered into the contract with the Contractor.

- 2.20. RELEASES AND AFFIDAVITS OF PAYMENT. The DISTRICT shall have the right to demand and receive from the Contractor before receipt of any payment, detailed proper invoices and statements showing payment in full for all labor, services and materials up to the date of the requested payment.
- 2.21. NO ASSIGNMENT WITHOUT THE DISTRICT'S CONSENT. The Contractor shall not assign the contract or sublet it as a whole without the prior written consent of the DISTRICT, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the DISTRICT, which may be withheld in the sole and absolute discretion of the DISTRICT. Any attempt by the Contractor to assign this contract or any of the monies which may become payable hereunder, in whole or part, without the written consent of the DISTRICT, shall be ineffective and shall vest no rights in the assignee. The sale or transfer of more than fifty percent (50%) ownership or control of Contractor shall be considered an assignment requiring the DISTRICT's prior written approval.
- 2.22. SEPARATE CONTRACTS. The DISTRICT reserves the right to let other contracts in connection with this Work or any part(s) thereof.
If any part of the Contractor's work depends, for proper execution or results upon the work of any other contractor, other than a subcontractor of the Contractor, the Contractor shall inspect and promptly report to the DISTRICT any unsuitable or improper work.
- 2.23. SUBCONTRACTS. The Contractor shall, upon signing of the contract, notify the DISTRICT in writing of the names of subcontractors proposed for the Work and shall not employ subcontractors, unless they are accepted by the DISTRICT. The Contractor agrees that it is fully responsible to the DISTRICT for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the DISTRICT.
- 2.24. DISTRICT STATUS DURING WORK. The DISTRICT may make regular visits to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document. The DISTRICT will not be required to make exhaustive or continuous on-site inspections to check the work, nor will be responsible for the techniques or sequence of activity, or the safety precautions incident thereto. The DISTRICT will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents. Whenever the DISTRICT considers it necessary or advisable to insure the proper execution of the intent of the Contract Documents, the DISTRICT shall have the authority to require the Contractor to stop the work, but this authority shall not give rise to any duty or responsibility of the DISTRICT to the Contractor, the subcontractors or any of their agents or employees.
- 2.25. CLEANING UP. The Contractor shall keep all premises involving the Work free from accumulations of waste materials, rubbish and other debris resulting from its operations, and shall promptly remove from all public and private property at its own expense, all temporary structures, rubbish and waste materials resulting from its operations.

DETAILED SPECIFICATIONS
SECTION 3
Landscape and Irrigation Maintenance

The specifications are services for landscape and irrigation maintenance on a weekly, monthly, quarterly services, or on an as needed basis to include, but not limited to, mowing, weeding, edging, trimming, pruning, side of the right of way (ROW) mowing and edging, street cleaning, median weeding, side of the right-of-way (ROW) weeding, general site trimming, trash removal, blowing, irrigation checks and repairs, street sweeping, herbicide, pesticide, mulching, fertilization, tree pruning, and incidental services.

Mowing and Edging

Prior to mowing, Contractor shall be responsible in the removal and disposing of all trash and debris which includes, but not limited to, palm fronds, horticultural and non-horticultural debris, leaves, rocks, paper, tree branches and limbs, shrubbery, and other objects on the ground in the service area to include the right-of-way. The number of mowing services may be modified by the District's Project Manager or designee depending upon seasonal conditions.

Mowing and edging shall include medians, ROW's and all areas described in Landscape Maintenance Areas section. Contractor shall ensure all trash and debris is disposed of the same day and areas with pavement and curbing shall be clear of all grass clippings from mowing.

Right-of-way (ROW) mowing and/or weed control is required from back of curb, sidewalk or asphalt to the right-of-way line (in most cases the middle of the drainage swale).

Swale areas must be mowed throughout the entire year. If mowing is not possible and the swales have standing water, the swales must be addressed at every service to reduce the height of the weeds to 12" above the water.

All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. The guard on the mulching mowers must always be kept on the equipment to reduce the risk of objects and clippings being thrown onto pavement, vehicles, and pedestrians. Should bagging be necessary, the bagged clippings shall be collected and disposed of offsite at no additional cost to the District.

Grass shall be cut at a height no less than three- and one-half inches (3 ½"). The height of the grass blade shall not exceed six inches (6").

The Contractor shall use or alternate mowing practices, patterns, or equipment within narrow turf areas so not to create wheel ruts or worn areas in the turf. Any areas of turf that become water soaked during the period of this Contract shall be mowed with twenty-one-inch (21" +/-) diameter hand walk behind type mowers to prevent wheel ruts in the turf caused by heavier type self-propelled rider mowers. The Contractor shall be responsible for repairing any ruts caused by their mowers at no additional costs to the District. The Contractor is to avoid mowing in a way that will project grass clippings, small rocks, and miscellaneous debris into oncoming traffic.

Edging is required in all turf areas around isolated trees, sprinkler heads, valve boxes, shrubs, signposts, manholes, etc. where they exist. All debris on streets, sidewalks, or other areas, resulting from edging, shall be removed.

Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all plant beds, utility service boxes, street light bases, signposts, headwalls, guardrails, timer pedestals, posts and trees.

Metal blade edging is not permitted along plant bed and turf edges where an underground irrigation system is present. Mechanical metal blade edging is permitted along back of curbing. Grass root runners extending into the mulched areas, sidewalks or curbs shall be cut and removed when the edging is performed.

Swales and dry retention areas must be mowed and/or weed trimmed. A full singular mowing service shall include trash removal, mowing, and edging of the entire project. Medians full mowing service shall include median mowing and edging and median trash removal for the entire site.

Side of the road, a full mowing service shall include side of the roadway mowing and edging, all swale areas, and side of right-of-way trash removal.

Trash Removal

Prior to mowing turf areas, the Contractor shall remove all debris trash from service site. Median trash removal and side of right-of-way trash removal for each service for all site areas shall be cleaned by removing all trash or debris which shall include, but not limited to the following: paper, bottles, cans, other trash, and horticultural debris. Disposing of trash and debris must be at a proper landfill or disposal site.

Debris Cleanup

Sidewalks, curbing, and gutters to include the four foot (4') area from the face of the gutters and curbs, turn lanes, medians, and sidewalk areas shall be cleaned the same day as the mowing service to remove any accumulation of debris or objectionable growth to maintain a neat and safe condition. No grass or any landscape debris shall be directed into or onto any storm drain or curb inlet. All landscape debris shall be cleared from all storm drain grates and inlets and never allowed to accumulate.

Sidewalks shall be blown clean. Grass clippings or other debris shall not be blown onto other adjacent property or accumulate on right-of-way areas, paved areas, traffic, or roadways. Blowing shall be directed toward the existing landscape median or grass never toward any drain inlets.

Weeding

Weeding of plant beds, sidewalks (asphalt, concrete paver), guardrail bases, tree grates, curb joints and other mulched areas by chemical and/or hand removal and must be performed weekly or as necessary to provide a weed free and well-maintained area.

General Site Trimming

General site pruning shall be defined as the pruning of any plant's foliage below a ten-foot (10') height.

Shrub pruning should be done consistently throughout each median for all shrub types that require pruning so that landscape gives the appearance of continuity throughout that median and the entire project.

Shrubs within the turn lanes are to be cut at eighteen inches (18") and to be maintained to twenty-four inches (24") for sight visibility per FDOT Indexes.

Groundcovers, shrubs, canopy trees (except magnolias) and palms up to a ten foot (10') height, shall be inspected and pruned on a weekly or an as needed basis, so as to maintain the proper or required heights for visibility, vehicular movement purposes and desired shape or form as determined by the District's Project Manager/designee or the Owner's Representative.

Pruning includes groundcover, shrubs, and trees within the sight window and at all turn lanes they must be pruned to a height of eighteen inches (18") by October 1st of each year and prior to cooler temperatures to ensure blooming plants are at the proper elevation during the heavy traffic season.

Groundcovers and shrubs shall be maintained at the required height as specified by the District's Project Manager or designee with the exceptions of sight windows when the height needs to be maintained at a maximum of eighteen thru twenty-four inches (18"- 24"). Plant material with a canopy over pathways or sidewalks shall be maintained at a minimum height of one hundred twenty inches (120") / or ten feet (10').

Bougainvillea and Green Island Ficus in medians are to be maintained to at a maximum height of twenty-four inches (24") throughout the year. The removal of sprouts or leaders for Bougainvillea is only considered pruning if the heights of the Bougainvillea are maintained to twenty-four inches (24") and not at a greater height. Selective hand pruning shall be performed between general pruning or cutbacks to maintain line of sight and uniformity.

Ornamental grasses, such as Fountain, Muhly grass, Florida Gama, or Fakahatchee grass shall be pruned once a year at its base to remove any old growth. Grasses shall only be pruned after the blooming season. The grasses shall not be cut in a flat top method.

Ornamental grass such as Liriope Muscari shall only be pruned at the direction and approval of the District's Project Manager/designee or Owner's Representative.

Old leaf growth and dead flowering growth is to be removed on the Variegated Ginger and all other similar plants.

Shrubs and groundcovers adjacent to pathways or sidewalks shall be pruned to maintain a one foot (1') of clearance from the edge of the pathway.

It is recommended that adjacent shrubs and groundcovers be maintained so that they are angled or are rounded away from the pathway.

Shrubs are to be pruned to one foot zero inches (1'0"), one foot six inches (1' 6") behind the back of curbing in the median behind the irrigation sprinkler head. A one foot to one foot and six inches (1' to 1'6") from back of the curb shall be maintained in the median planting beds, as a pathway for maintenance workers.

Shrubs and plant material shall not grow over the curbing and into the roadways, walkways or multiuse paths.

Shrubs and trimming as described above must be completed in order to submit an invoice for payment.

Miscellaneous and Landscape Maintenance Responsibilities

If plants, shrubs, trees, grass or foliage die due to neglect or damage by the Contractor as determined by the District's Project Manager/designee or Owner's Representative, they shall be furnished and replaced at the Contractor's expense.

The Contractor shall provide ramps or other devices to gain access over the curb to all medians. The curb or turf areas shall not be damaged due to gaining access or they will be replaced at the Contractor's expense.

All valve, irrigation control, meters and electrical underground boxes shall be free from turf, soil mulch or any covering. All underground boxes shall be visible at all times.

It shall be the Contractor's responsibility to notify the District's Project Manager or designee of any maintenance problems or additional maintenance needs.

The Contractor shall perform IPM inspections on all plants, shrubs, trees and grass areas for disease or insect infestation during each week's service to the site. The Contractor shall immediately notify the District's Project Manager or designee should a disease or infestation be found.

The Contractor shall have a singular point of contact with cellular phone and e-mail for on-site and offsite communication in order to communicate with the District's Project Manager or designee. The Field Supervisor must be able to meet on-site when requested and must be able to answer any questions regarding the landscape maintenance for the specifications herein. If, Field Supervisor is unavailable there must be a secondary person who can be available to answer questions and/or make decisions.

Crew Size

When required, Contractor shall provide a minimum of six (6) employees when servicing the work site. Depending upon the work requested the crew size may increase or decrease. All work shall be completed within one (1) visit, and if required, a consecutive day visit may follow. The purpose for this statement is to have the entire segments under this contract completed at the same time.

Crew

Contractor shall have crew size that is able to meet or exceed the requirements listed in the specifications with the following:

Crew Leader must be able provide instruction and supervision to crew members in, but not limited to the following: safety procedures, climbing practices, tree pruning, tree removal, equipment operation and maintenance, electrical hazards, tree anatomy and identification. Crew Leader shall maintain a good working relationship with the District and provide the required documentation (e.g., Division's internal work orders, and contractor's records of completed work for billing purposes) while maintaining high standards of quality workmanship and professionalism.

Crew Leader shall be able to safely operate and maintain all the equipment used in tree maintenance services.

Crew Communication

Contractor shall provide a qualified English speaking crew leader/supervisor which shall be present and readily available to Department personnel and during business hours of operation at the work site.

Contractor's Project Manager or designee shall be a singular point of contact with cellular phone and e-mail for on-site and off-site communication.

They must be able to meet on-site when requested and must be able to answer any questions regarding the work.

In the event they are unavailable there must be a secondary point-of-contact who can be available and able to answer questions and/or make decisions.

There shall be no additional charges for attendance at any meeting.

On a twenty-four (24) hours basis, the Contractor may be required to travel to the site immediately to meet with the District Department representative, law enforcement, or emergency personnel to resolve an emergency.

The Contractor's Project Manager or designee shall respond to a telephone or emergency email within twenty-four (24) hours.

- a) If a Contractor's designated point of contact does not answer an emergency call, the contractor will be reprimanded
- b) If a contractor does not respond to three (3) emergency calls within a 12-month period, they will be deemed non-responsive and the contract may be terminated if the District deems it necessary.
- c) Any exceptions will require approval from the District.
- d) Post-storm response time shall be as soon as it is safe to go out to the job site

Ornamental & Turf Spraying

Proposers shall be responsible for scouting pests and landscape diseases and providing analysis for correcting and maintaining the landscape.

Methods of Application

One hundred percent (100%) coverage and penetration shall be provided. Insecticides and Fungicides shall be applied at the proper pressure to provide maximum coverage.

Insecticides should be alternated from time to time to prevent an insect resistance to the application.

Herbicides used in turf areas shall be applied at the proper pressure.

Turf herbicides shall not be applied when the daily temperature exceeds eighty-five (85) degrees.

Spreader sticker (Nu-Film 17 or equal) shall be incorporated in all spraying of Groundcovers, Shrubs, Trees, Palms, and Turf Areas when recommended by the label.

Spray applications shall be applied during times of "**No-Wind**" conditions.

No trucks or tractors with bar type tires or a gross weight greater than three thousand (3,000) pounds will be allowed within or on the median areas.

At time of application, provide and place, traffic control meeting Florida Department of Transportation, M.U.T.C.D and Indexes and the MOT.

All spray applications shall contain a wetting agent within the mix when recommended by the label or District's Project Manager or designee.

The pH of water used in mix must be adjusted to meet pesticides manufacture recommendation and water pH and method must be documented and provided to District's Project Manager or designee.

Materials List

All insecticides, fungicides and herbicides chemicals to be used on turf areas and on plant materials shall be submitted in writing to the District's Project Manager or designee for review and approval after the award. All chemicals used shall be approved for use by the Environmental Protection Agency for its intended use and area of use. (Chemical application plan shall be developed, and the District's Public Works Manager or designee will review the chemical application plan, making necessary recommendations where appropriate.)

Application of Fertilizers

Fertilizer material shall be furnished by the Contractor

The application of fertilizers must be scheduled in advance in order to coordinate with the maintaining contractor to insure that turf is mowed prior to fertilization and not after or during a mowing operation.

For the slow or controlled release fertilizer, the fertilization shall be performed two times a year in the months of March and October when using the six month application rate. The applications shall be made before or after the rainy season.

All fertilizers shall be removed from curbs and sidewalk areas immediately to avoid staining.

Shrubs, groundcovers, and all plant material shall be evenly broadcast throughout the bed. The excessive fertilizer on plants shall be blown or fan raked off.

Fertilizers containing Nitrogen or Phosphorus shall not be applied from June 1st through September 30th per Lee County Ordinance 08-08. All fertilizer applications shall be made following the afore stated County Ordinance.

Post Award Submittals

The awarded Contractors shall provide at contract execution an overall written document outlining their pest and spray program that shall incorporate ant and rodent control and shall meet or exceed the following minimum standards:

Provide an initial plan that describes the Contractor's procedures, methods, and techniques that will enhance the environment and address the pest and spray program for the specific plants, shrubs, and grasses within the project limits.

Upon reviewing all plant material including trees and palms the contractor shall be required to recommend their plan to remove any detrimental pest from the landscape or eliminate fungus.

The Contractor shall provide maximum protection for the health, safety, and welfare of the public and the environment in their plan development.

Include a listing of all chemicals recommended for use on the plants within the project limit.

The Contractor's license holder shall make on-site inspections and provide written reports to the District's Project Manager or designee at each spray occurrence.

Records must be kept of all applications.

Documentation shall include but not limited to: 1) date and time of application, weather conditions at time of application; 2) The product that was applied; 3) Applicator's name that applied the product. Note: Item 1) – 3) shall be included with the monthly invoice for payment.

Chemical Records Documentation

Records of all applications shall be kept according to state or federal regulations. According to the Department of Environmental Protection, the Records may include, but are not limited to, the following information:

- Application date and time
- Applicator's name
- Personnel that is directing or authorizing the application
- Application weather conditions at the time of application
- Target pest
- Chemical used (trade name, active ingredient, amount of formulation, amount of water)
- Adjuvant/surfactant and amount applied, if used
- Area treated (acres or square feet) and location
- Quantity of pesticide used
- Application equipment
- Any Additional remarks, such as the severity of the infestation or life stage of the pest
- Follow-up date to check the effectiveness of the application.

Work Area Preparation/Inspection

When preparing the work area, the Contractor must protect groundcover and any landscape material within the work area. If plants, shrubs, trees, grass or foliage die due to neglect or damage by the Contractor, Contractor's employees, or Subcontractor as determined by the District's Project Manager or designee they shall be furnished and replaced at the Contractor's expense.

The Contractor shall provide ramps or other devices to gain access over the curb to all medians. The curb or turf areas shall not be damaged due to gaining access or they will be replaced at the Contractor's expense.

The Contractor shall remove all trimmed and fallen debris the day of service and not stock pile debris in planting beds.

It shall be the Contractor's responsibility to notify the District's Project Manager or designee of any diseased or sick palms and trees or additional pruning or corrective measures needed. The Contractor shall perform inspections on all trees and palms for disease or insect infestation during the site visit or service to the site. The Contractor shall immediately notify the Project Manager or designee should diseases or infestations be found and recommend an appropriate treatment per the Contract requirements.

If required by the District's Project Manager, Contractor's Weekly Work

Contractor shall email a weekly work schedule to the District's Project Manager or designee or designee on Friday morning no later than 7:00 a.m. The schedule shall indicate the service locations and date/times.

Please note: Any changes to the work schedule shall be made in writing twenty-four (24) hours in advance of the next workday or no later than 7:00 a.m. of the work day and emailed to the District's Project Manager or designee.

Meetings

On a requested basis the pest control licensee must meet with District's Project Manager or designee to review Integrated Pest Control program and inspect sites as applicable. The District's Public Works Manager or designee will review the recommendations.

If required by the District's Project Manager

All spraying applications shall include the following information:
Specify roadway segment and/or plant material sprayed.

Weekly Schedules

The District's Project Manager or designee will need to be provided weekly schedules for Field application, no later than Friday prior to the following service week (e.g., submit schedule on Wednesday or Friday for the following Monday service). Must be notified in advance, in writing, and be provided a schedule of where the contractor will be, so that an Inspector can be on-site.

When it becomes necessary for the Contractor to return for additional spraying as directed by the District's Project Manager or designee, or designated representative, due to non-performance of a required application, such additional spraying shall be performed at no cost to the District's.

Safety

Contractor and personnel shall adhere to ANSI (American National Standards Institute) Z133 Safety Standard for arborists and their employees engaged in arboricultural operations for safety requirements to include but not limited to: general safety, electrical hazard, use of vehicles and mobile equipment, portable hand tools, hand tools and ladders, and work procedures. Contractor shall ensure equipment is OSHA approved and employees have been trained to perform services per OSHA guidelines.

Repairs/Damages

Contractor shall be responsible in promptly repairing damages caused by Contractor's employees. All expense incurred shall be the Contractor's responsibility.

Quality of Plant Materials

All plant material shall be Florida Grades & Standards #1 or better.

Turf Origin and Quality

All turf supplied shall be "Nursery Grown" or "Field Grown" for the purposes of sodding and shall be a "Premium Grade Sod" as specified below. The sod shall be cut, delivered and/or laid in accordance with the following specifications or the most current and accepted Horticultural Industry's Standards and Practices, whichever is more restrictive. All sod shall be delivered to the site and be accompanied with a delivery ticket listing quantity, origin, and date and time the sod was cut and loaded. Sod shall be delivered to the specified site within a twenty-four (24) hour period after field cutting and shall be laid within a forty-eight (48) hour period after field cutting. Sod being transported for a time period greater than one (1) hour shall be covered during transport.

The Contractor acknowledges that acceptance of any sod at any time of a grade other than the Premium Grade specified in this Contract shall not establish a lesser standard or relieve the Contractor of providing the Premium Grade sod as specified for the duration of the Contract period.

Premium Sod

Sand Grown: Turf grown on 90% natural sand.

Muck Grown: Turf grown on soil containing 50% or greater amounts of organic materials by volume.

Each sod pad shall be insect and disease free, be vigorous and have healthy green color in appearance. The top growth (grass blades or foliage) shall have no more than ten percent (10%) chlorosis within the top growth and contain no thatch or dead vegetation layer within each pad. Sod shall be weed free, but in no case shall the weeds exceed two percent (2%) of the total sod pad.

Pad Size: Individual sod pads shall be cut to industry standard widths and lengths with a deviation no greater than +/- five percent (5%). Broken or uneven ended pads will not be accepted.

Pad Thickness: Thickness of the cut sod shall be to the industry's standard, but in no case shall the thickness of the soil be less than one inch (1") in depth for St. Augustine and Bahia grasses.

Strength of Pad: Standard size pads shall be mature, well rooted and contain a soil layer thick enough to provide a strength that will support the pad's weight and maintain its size and shape when the pad is suspended vertically by hand on the upper ten percent (10%) of the pad section without tearing apart.

Moisture Content: The sod soil shall contain enough moisture so that the soil is not excessively dry or wet. In no case will the sod be accepted if the soil layer becomes hardened, or loose so that it will not hold its shape, and/or if it is hydrophobic in nature.

Mulching

Organic Mulch: Areas with no mulch or new planting areas shall have mulch placed to provide for a four inch (4") non-compacted or unsettled depth measured from the existing soil grade. The area to receive the mulch shall be raked level to establish the proper finished grade and have all weeds removed prior to the placement of the mulch. Or as directed by the Public Works Manager or designee.

Non-Organic Mulch: Landscape areas to receive non-organic mulch such as washed shell or gravel shall have the mulch placed to a three inch (3") non-compacted depth. Re-mulching or top dressing of non-organic mulch areas shall be performed to ensure a three-inch (3") depth is maintained.

Re-mulching of plant beds and individual plant mulch rings shall have a two inch (2") non-compacted layer of mulch applied once a year during the months of September and October (application to be finished by November 1st). Mulch distribution within a tree or palm area shall begin six inches away from the trunk of the tree or palm. Mulch shall not be piled against any plant branches or trunks. Prior to the re-mulching the Contractor shall turn and mix all the existing mulch in all medians and right-of-way areas. Or as directed by the Public Works Manager or designee.

Miscellaneous and Landscape Maintenance Responsibilities

If plants, shrubs, trees, grass or foliage die due to neglect or damage by the Contractor, Contractor's employees as determined by the District's Public Works Manager or designee, they shall be furnished and replaced at the Contractor's expense.

The Contractor shall provide ramps or other devices to gain access over the curb to all medians. The curb or turf areas shall not be damaged due to gaining access or they will be replaced at the Contractor's expense. It shall be the Contractor's responsibility to notify the District's Project Manager of any maintenance problems or additional maintenance needs.

Additional items and/or services may be added to the resultant contract, or purchase order, in compliance with the purchasing ordinance. Should additional costs be involved which are not covered within the Contract Specifications, a Unit Cost shall be agreed to by the Contractor and District's Project Manager prior to performing additional services.

The Contractor shall perform inspections on all plants, shrubs, trees and grass areas for disease or insect infestation during each week's service to the site. The Contractor shall immediately notify the District's Project Manager should a disease or infestation be found and begin appropriate treatment per the Contract requirements.

The Contractor shall have a singular point of contact with cellular phone and e-mail for on-site and offsite communication in order to communicate with the District's Project Manager and or designee. Landscape and irrigation schedules are to be submitted through email to the District's Project Manager and or designee, the Friday before the work week. Any changes to the work schedule are to be made 24 hours in advance of the next workday or by 7:30 am the morning of the change.

Upon award of a project, the removal of existing tree and palm staking will be the responsibility of the contractor as part of Basic Maintenance.

Where Conservation Areas adjoin the landscape maintenance areas a buffer zone of at least 2' shall be maintained with an herbicide or mechanical means.

The Contractor shall not be responsible for any severe weather related cleanup (hurricane, tornado, etc.) outside the normal contracted scope of services. The Contractor shall provide to the District Public Works Manager an hourly rate schedule for supervisory and cleanup personnel.

Plant Material Replacement Incidentals

Plant material replacements quoted unit price shall include in the unit price:
Provide Florida Grades and Standards #1 plant material, delivery and labor to install.

Disposal of existing material and debris

Staking if needed to include labor and material

Installation of 2 bubblers for trees and palms

Modification of existing irrigation and adjustments for 100% coverage

Hand watering or water truck when irrigation is not functional or if it does not exist.

Hand watering at planting for stabilization

Labor to install 2" of replacement mulch

Provide one-year warranty on all materials

Includes all dumping fees

Maintenance of Traffic

Written notification of the controller and zone number and recommended watering schedule through establishment

Dead plant material shall be removed and disposed of by the contractor, this does not include large trees which would necessitate the services of an arborist. The contractor shall contact the District Public Works Manager in writing (on the weekly report) of any plant removals and of plants that need to be replaced, specific locations must be included in the report.

Bermuda Soccer Fields

The contractor shall mow the Hybrid Bermuda turf on the soccer fields with a reel mower. The turf shall be cut at a height of three-fourths (3/4) to one-half (1/2) inches. The turf shall be mowed at a minimum of twice per week or as directed by the District staff in order to provide a durable, well rooted playing surface.

The soccer fields shall be core aerated six (6) times per year and shall have deep tine aeration once (1) per year, or as determined by the District staff to maintain a safe play surface and healthy turf.

The contractor shall be responsible to replace all divots, low spots and or holes in the soccer fields, in order to maintain a level safe play surface. The contractor shall be responsible to replace or repair any valve box, drainage box, grate or similar structure within the vicinity of the soccer fields and community pool area that is a trip hazard.

The contractor shall remove branches, vegetation, furniture or any objects that impedes the mowing process or presents a hazard to the contractor, staff, or the public as a condition of this contract.

If a mowing event is missed due to inclement weather and the contractor is not able to perform the mowing that week, the contractor shall provide the District a credit for future services or mowing at a later date shall be used.

Any turf that dies or becomes weak or unsightly due to heavy weed infestation, excessive insect or disease damage shall be replaced at the sole expense of the contractor. This excludes damage from environmental conditions, water restrictions and nematodes. The contractor shall also repair or replace any turf damaged during regular maintenance.

The contractor shall be required to use properly sized mowing equipment. Any damage incurred to structures, including fencing, utility boxes or vaults, signs and signposts and or buildings shall result in the contractor being assessed for necessary repairs or replacement of damages items.

All turf and sod areas shall be maintained essentially weed free.

Fire ant mounds in any recreational property shall be considered an emergency and shall be treated within 48 hours of being reported.

Turf Fertilization

The contractor shall be responsible for determining fertilizer formulations and application rates that shall result in a healthy green, thick turf. All fertilizer applications shall be in accordance with state and local ordinances.

Hybrid Bermuda Turf Fertilization

The Bermuda Soccer fields shall be fertilized 6 times per year, in addition they are to receive the following supplemental products.

May- 1st week- apply 1.0# Holganix Organic Microhizzea, 1# 10-0-0

May- 3rd week- apply .5# of 21-0-0 Ammonium Sulfate

June- 1st week- apply .5# of 10-0-0 Holganix

June- 3rd week- apply .5# of 21-0-0 Ammonium Sulfate

July- 1st week- apply .5# of 10-0-0 Holganix

July- 3rd week- apply .5# of 21-0-0 Ammonium Sulfate

August- 1st week-apply 5# of 10-0-0 Holganix

August- 3rd week-apply .5# of 21-0-0 Ammonium Sulfate

Nutrient deficiencies shall be treated with supplemental applications of the lacking nutrient according to the University of Florida's Institute of Food and Agriculture Sciences (UF/IFAS)

Do not apply any fertilizer near ponds, conservation areas, storm drains or drainage swales (ditches) in accordance with all BMP practices as well as local and state ordinances. Do not apply if heavy rain is expected.

All fertilizer applications shall be based in the results of two (2) yearly ph tests. Written results shall be provided to the District.

SEASONAL COLOR/PERENNIAL MAINTENANCE

Seasonal Color shall be rotated 3 times per calendar year, March, July and November.

Contractor shall be responsible for measuring and confirming the quantities for each rotation for all existing pots and annual bed areas based on plant spacing as specified.

Contractor shall also be responsible for planting the specified size of plant material designated by District Public Works Manager. Beds shall be prepared to Owner's specification.

Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. The District Public Works Manager shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by report.

Beds shall be tilled to a depth of 14 inches with all amendments thoroughly mixed. Fertilizers should be raked into the top six (6) inches or soil mix. PH adjustment should be made during each seasonal rotation. Bed areas shall be formed to create a moderate

crown which "faces up" toward the direction of the greatest foot or automobile traffic, without interfering with line of sight or required plant heights. Remove rocks and debris and trench all sides of bed which face curb or turf at a depth of three (3) inches before final mulching.

Contractor shall be responsible for replacing any annuals that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of the District Public Works Manager.

Irrigation Systems – Weekly Service Requirements

Contractor's irrigation Project Manager shall review the system and submit a recommended watering schedule as it pertains to the irrigation plan for the contracted area. The landscape Contractor will provide documentation in writing and shall include any changes or recommendations.

If the Contractor does not review the irrigation and provide this documentation, work shall not start until the Contractor accepts full responsibility and approves the scheduling and usage appropriated by the District. The Contractor will be expected to update and coordinate the watering schedules with the District's Public Works Manager or designee as required for monitoring purposes. All irrigation requests shall be made in writing.

Upon notification to begin work, the Contractor shall review all irrigation systems and notify the District's Public Works Manager or designee of any existing problems.

Notification to the District's Public Works Manager is required when acts of vandalism or accidents have occurred to the irrigation system. Photos shall be taken and provided to the District's Public Works Manager at no added cost. A police report must be filed and a copy sent to District's Public Works Manager.

Use only matched precipitation head replacements. Use only matched precipitation head replacements. All irrigation parts shall be supplied by Contractor under an annual bid or as specified.

District will maintain the reclaimed water signage if existing. The Contractor shall observe the irrigation system as it pertains to plants and spray coverage and report any observed field problems when they occur.

Irrigation Systems

The contractor shall inspect and test all components and zones of the irrigation system on all District maintained areas on a monthly basis. The inspection shall be performed within the first ten (10) days of each month and the contractor shall reset zone run times on a quarterly basis or more often if necessary, according to seasonal evapotranspiration changes, while ensuring each area is watered on the proper day, according to local watering restrictions.

All contractually obligated repairs noted during the inspection shall be repaired as part of the inspection process. During each inspection the Contractor shall sign, date and initial an inspection sticker that is located inside the controller cover. The rain sensors shall be inspected annually prior to the May landscape inspection. The sensors shall be adjusted at this time, and malfunctioning sensors shall be reported to the District.

The Contractor shall provide written documentation to the District on a monthly basis, stating on what dates the inspection took place, the specific repairs made and the locations. This report shall be furnished within five (5) business days of the inspection being completed. The report shall include each satellite/ controller number and location, each zone and each head type.

Adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, zone line breaks and controller adjustments shall be made at the Contractor's expense.

Notification to the District is required when acts of vandalism or accidents have occurred to the irrigation system. Photos shall be taken and provided to the Project Manager at no added cost. A police report must be filed (if possible) and a copy sent to Public Works Manager.

Use only matched precipitation head replacements.

The District will maintain the reclaimed water signage if existing.

The landscape Contractor shall also observe the irrigation system as it pertains to plants and spray coverage and report any observed field problems when they occur. Labor costs for these listed irrigation services and minor system repairs shall be included in the Contract Bid.

Visual inspection of the irrigation systems shall be performed weekly to determine if the systems are functioning normally and if cuts, leaks, piping damage, flooded areas exist, and repair as necessary.

Keep all grass and mulch out of and off of all valve boxes. All valve boxes in sod areas to be kept at sod level. All valve boxes in plant beds to be kept two inches (2") above finished mulch level.

All cuts, leaks or other piping damage found to be caused by the Contractor's personnel or subcontractors performing services in the landscape areas shall be repaired immediately at no cost to the District. Replacement of damaged valve boxes/lids is required.

Upon acceptance and through the duration of the maintenance contract, the contractor is to provide an irrigation watering schedule based on the watering needs of the existing plants in each zone. The contractor shall identify the following: 1. Wet and dry zones, 2. Plant and turf decline, and 3. Pest infestation in trees, palms, shrubs, groundcover, and turf.

These observations must be written in the irrigation report. Immediately advise the project manager and irrigation project manager of the condition and provide immediate solutions.

The Contractor shall be responsible for the labor and materials to make all necessary repairs associated with all main lines and lateral lines four (4) inches in diameter or less. This includes all sprinkler heads, drip lines, and any associated pipe fittings. These repairs shall be made within 24 hours of notifications if they are discovered outside the normal monthly inspections.

Any non-vertical heads shall be straightened. Any stand pipes blocked by high vegetation shall be raised if the vegetation cannot be pruned back. Irrigation heads in any turf area shall be kept free of overgrowth of turf and turf runners. All battery operated valves shall have the battery changed quarterly. All hard wired valves shall have their batteries changed once each year or any time after a power failure. All drip line zones shall be flushed out during each monthly irrigation system inspection. All controllers shall have the zone location and run times posted inside the controller. All drip lines tubing shall be covered by the mulch and pinned to the ground.

If the procedure is not followed and the plants are damaged or die-off has occurred, it shall be the contractor's responsibility to replace at no cost to the District.

Minor Irrigation Repairs

Minor irrigation repairs shall include, but not limited, to the following items below. Contractor shall review the irrigation system and repair any blown-off heads, broken lines, and leaks around heads or valves. It shall be the Contractor's responsibility to notify the District of any irrigation problems or additional irrigation maintenance needs.

The Contractor shall further clean and adjust all sprinkler heads and nozzles to ensure that all landscaped areas receive total one hundred percent (100%) irrigation coverage and heads are not spraying onto roadways or walkways. If a longer nozzle is required contractor shall change the nozzle at no cost to the District. Replace defective and/or broken heads or nozzles, install or replace defective and/or broken risers and repair minor breaks or restricted sprinkler lines. Inspect, clean, and replace, if necessary, screen/filters within the sprinkler heads. Minor repairs include replacement of heads, nozzles, decoders, and solenoids; installation or replacement of risers; repair of minor/lateral PVC piping breaks or subsurface piping or restricted sprinkler lines, replacement of damaged valve boxes/lids, necessary for proper and safe operation of the systems. During weekly maintenance, the Contractor shall note and report to the District Public Works Manager any symptoms of inadequate or excessive irrigation, drainage problems, etc.

Irrigation additional repair costs

Should additional costs be involved which are not covered within the Contract Specifications, a Unit Cost shall be agreed to by the Contractor and the Public Works Manager prior to additional services being performed. The Contractor shall not be financially responsible for the repair or replacement of, irrigation timers, valve replacement, main line breaks greater than 4" diameter, rain sensors or the tracking of wiring. A cost estimate/proposal shall be submitted to the District within three (3) business days of discovering a billable irrigation repair.

The Contractor shall notify the District Public Works Manager of a malfunctioning controller and the cost to replace or repair the controller prior to the work being performed. All non-emergency irrigation that occur outside the irrigation inspection date shall be made within three (3) business days. All emergency irrigation repairs must be completed within three (3) hours of issuance of a Customer Service Request. The Contractor shall also be permitted to perform an emergency system shut down under these conditions and return the next day to fully complete the repair. Stuck valves and broken main lines are considered to be emergencies. The Contractor shall notify the District Public Works Manager in writing within forty eight (48) hours, stating that the problem was corrected.

Crew Size/Man Hours

When required, a Contractor shall provide with each site visit a minimum of two personnel with each weekly service of the work areas. The work shall be completed within one visit, if necessary consecutive day visit may follow. Purpose is to have the entire segments under this contract completed at the same time. Contractor will be providing to satisfactorily perform the requirements of this Contract.

All services listed under this Section shall be covered in the Contract Bid item "Irrigation System".

The Contractors Irrigation License(s) must be current at all times during the term of this contract. Failure to maintain a current license shall be deemed a breach of this contract.

After hours irrigation emergency number _____

After hours emergence number (if different) _____

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
[EXTERIOR LANDSCAPE MAINTENANCE SERVICES]**

THIS AGREEMENT ("Contract" or "Agreement") made and entered into on the ___ day of _____, 20__ by and between GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, Lee County, Florida, a Community Development DISTRICT, organized and existing under the Laws of the State of Florida (hereinafter called the "DISTRICT" or "OWNER") and _____, hereinafter called the Contractor,

W I T N E S S E T H- That the Contractor and the DISTRICT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all the work ("Work") described in the Contract, the Contract Documents and the specifications entitled "Section 3" (the "Specifications",), and shall fully complete everything required by this Agreement and the Contract Documents to the satisfaction of the District using professionally accepted means and methods. Contractor shall provide all materials, equipment and labor required and/or inferred to completely and competently perform the Work as identified in the Specifications and the Contract Documents. Owner designates the District's Public Works Manager as the person responsible to administer the Contract on behalf of the Owner while reserving the right to designate any other party and if another party is so designated, Owner will notify the Contractor in writing.

ARTICLE 2. CONTRACT TERM AND COMMENCEMENT – This Contract shall commence on _____, 20___. The Contractor will be required to commence work under this Contract on the date(s) specified in a Notice To Proceed or Task Order ("Task Order") issued by the District Manager or the Project Manager for the Owner. Time is of the essence to this Agreement.

ARTICLE 3. THE CONTRACT SUM – The DISTRICT will periodically pay the Contractor in lawful money of the United States for the faithful, timely and satisfactory performance of the Contract and the Work, subject to additions and deductions provided herein and as provided for in the Contract Documents and in the amounts as provided for in the Bid Sheet/Bid Form attached hereto and made a part hereof. as **Exhibit "_H_"**.

ARTICLE 4. PAYMENTS. -

4.1. Provided that the Contractor is in full compliance with the terms and conditions of the Contract Documents, including this Agreement; and, provided that the Contractor has properly, timely and competently performed the Work in strict conformance with the Specifications and as directed by the DISTRICT; and that the Contractor has delivered evidence satisfactory to the DISTRICT that all payrolls, vendors, subcontractors, material bills and other expenses and indebtedness have been paid; and further provided that the Contractor timely submits complete and detailed proper invoices, payment requests and reports and materials to DISTRICT, the DISTRICT will make payments for Work properly, timely and competently performed. Upon completion of Work as outlined herein, the Contractor shall certify the same in writing to the District and shall submit a proper invoice and detailed request for payment to the District. Thereafter the District shall inspect the Work and review the request for payment. Payment will be made only after the District determines that: A. all of the Work as outlined and required herein has been performed in strict compliance with this Contract and to the satisfaction of the District; B. the request for

payment is in conformance with this Contract; and, C. a proper invoice has been timely submitted. The payment request shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

4.2. The Contractor shall promptly correct any defaults, defects or defective work as noticed by DISTRICT and correct all work condemned by the DISTRICT as failing to conform to the Contract and shall promptly re-execute its own work in accordance with the Contract and the Contract Documents, and without expense to the DISTRICT. If the DISTRICT deems it necessary or expedient to cure or correct a default, defect or defective work, or to perform or correct work not performed in accordance with the Contract, and the Contract Documents a deduction from any payment otherwise properly due the Contractor will be made by the DISTRICT.

If the Contractor does not cure such defaults, defects, defective work or correct such work within the time as fixed by written notice from the DISTRICT, the DISTRICT may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten days thereafter, the DISTRICT may, in addition to any other remedies it possesses to recover from the Contractor said monies so expended, deduct an amount equal to the cost and expenses associated with the correction by the DISTRICT from any payment otherwise properly due the Contractor.

4.3 Contractor warrants that Work performed and all goods delivered under this Agreement shall be free from any defects in workmanship and material, and shall conform strictly to these Specifications and the Contract Documents and Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with the highest industry standards for workmanship.

ARTICLE 5. THE CONTRACT DOCUMENTS – The Specifications, including Exhibits, Proposal, Bid Sheet/Bid Form, Agreement and drawings, collectively the "Contract Documents", form the Contract and they are as fully a part of and incorporated into this Contract as if the same were hereto attached or herein repeated.

ARTICLE 6. TERMINATION - DISTRICT may terminate this Contract upon ten (10) calendar days written notice, at any time prior to the expiration of any term of this Contract, initial and renewal, with or without cause.

In addition to any other right of termination possessed by the District, the District has the right and ability to unilaterally terminate the Contract upon ten (10) calendar days written notice if the Contractor:

1. Is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes;
2. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
3. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
4. Has been engaged in business operations in Cuba or Syria.

The written notice may be transmitted to the Contractor by email, facsimile transmittal, Certified Mail or hand delivery. The 10-day notice shall commence on the day of receipt of said written notice by Contractor.

ARTICLE 7. PUBLIC RECORDS -In addition to any other right or termination that the DISTRICT possesses, the DISTRICT shall have the right to unilaterally cancel the Contract

for refusal by Contractor or any subcontractor, vendor, materialman or laborer to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Contractor in conjunction with the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239-561-1313, Fax: 239-561-1350; customercare@gatewaydistrict.org and chris.shoemaker@gatewaydistrict.org, 13240 Griffin Dr., Ft. Myers, FL 33913 .

ARTICLE 8. PUBLIC RECORDS FURTHER COMPLIANCE - The Contractor agrees to comply with Florida's public records laws, specifically to:

- a. Keep and maintain public records required by the DISTRICT to perform the service.
- b. Upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that 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 completion of the contract if the contractor does not transfer the records to the DISTRICT.
- d. Upon completion of the contract, transfer, at no cost, to the DISTRICT all public records in possession of the contractor or keep and maintain public records required by the DISTRICT to perform the service. If the contractor transfers all public records to the DISTRICT upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

ARTICLE 9. Contractor shall be responsible to apply for, obtain and pay for all permits, approvals or development orders necessary to begin and perform the work.

ARTICLE 10. The DISTRICT's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the DISTRICT.

ARTICLE 11. Unless a contract between Contractor and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by Contractor to subcontractors. Any Subcontractor utilized by Contractor shall be the total responsibility of Contractor. Contractor shall have a single contact point for all subcontracted work. All terms and conditions of this Agreement imposing responsibilities and obligations on Contractor shall apply to any and all Subcontractors as if they were the Contractor and the Contractor shall make all Subcontractors aware of and knowledgeable as to the terms, conditions and requirements of this Agreement.

ARTICLE 12. Contractor shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.071, F.S.

ARTICLE 13. Contractor warrants and certifies to the DISTRICT that neither Contractor nor any affiliate of Contractor have been convicted of a public entity crime as such is defined in Section 287.133, F.S.

ARTICLE 14. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this agreement.

ARTICLE 15. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or may be hand delivered (including delivery by courier or overnight service) or faxed, as follows:

As to CONTRACTOR:

Company Name _____
Street Address _____
City, State _____
ATTN: _____
Tel.: _____ Fax: _____
Email: _____

As to the DISTRICT: GATEWAY SERVICES CDD

13240 Griffin Dr.
ATTN: Bryan Brashear
Fax Number: 239-230-2740
Email: bryan.brashear@gatewaydistrict.org

With copy to:

WOODWARD, PIRES & LOMBARDO, P.A.
3200 North Tamiami Trail, Suite 200
Naples, Florida 34103
ATTN: Mr. Anthony P. Pires, Jr.; Fax Number: 239-649-7342
Email: apires@wpl-legal.com

The above addresses and contact information may be revised upon either party sending written notification to the other party of changes in address or contact information.

ARTICLE 16. Venue and jurisdiction for any litigation arising out of this agreement shall be in the state court of appropriate jurisdiction in Lee County, Florida. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees, including appellate attorney's fees.

ARTICLE 17. MISCELLANEOUS

17.1 This Agreement, and all of the Contract Documents shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Contractor for the Owner.

17.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision. Any ambiguity or uncertainties in the detailed Proposal and Specifications and in any other Contract Documents shall be interpreted and construed by the Owner, whose decision shall be final and binding upon all parties.

17.3 It is distinctly understood and agreed that the approval, and/or acceptance of any part of the Work by the Owner as in compliance with the terms of this Contract and related Specifications covering said Work, shall not operate as a waiver by the Owner of the strict compliance with any other terms and conditions of this Agreement and related Specifications not properly or completely performed by the Contractor.

17.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

17.5 No subsequent agreement concerning the service or work provided shall be effective unless made in writing and executed by authorized representatives of the Parties.

ARTICLE 18. COMPLIANCE WITH LAWS; PERMITS AND LICENSES: Contractor shall, at its own expense, obtain, possess and maintain in current and good standing all necessary permits, certificates, certifications and licenses required by any federal, state, county or local codes, laws, ordinances, rules and regulations. Contractor will comply with all applicable state, federal, county, DISTRICT and local laws, rules, regulations, orders and judicial decisions, including, but not limited to matters regarding occupational health and safety.

The Contractor shall be responsible for the cost and expense of any permits and licenses necessary to perform the Work.

The Contractor shall maintain and keep current and in force and effect at its sole cost and expense, all necessary, applicable and required registrations, filings, authorizations, permits and licenses necessary for or associated with the Work, including but not limited to all contractor's licenses required by the State of Florida, Lee County and the City of Fort Myers; and, all governmental approvals and permits required by the State of Florida, Lee County and the City of Fort Myers, Florida, business tax receipts and authorization to do business in the State of Florida. The Contractor shall provide to Licensor, upon execution of the Agreement, true and correct copies of current State of Florida Lee County and the City of Fort Myers necessary, applicable and required registrations, filings, authorizations, permits and licenses necessary for or associated with the Work, and Contractor shall provide to Licensor, upon execution of the Agreement, true and correct copies of current State of Florida Lee County and the City of Fort Myers permits and licenses for all of its contractors and subcontractors, including but not limited to roofing contractors.

ARTICLE 19. DEFECTIVE WORK Within three (3) calendar days after being notified in writing of defective Work, should the Contractor fail or refuse to perform any required work, correct any defective work performed, or to make any necessary repair in a manner acceptable to the Owner and in accordance with the requirements of the Contract and Contract Documents, the Owner may perform any required work, or cause the unacceptable or defective work to be corrected or authorize such work or repairs as may be necessary to be made. Any such expense incurred by Owner in performing any work or in making such corrections or repairs, at the sole and absolute discretion of the Owner may be paid for out of and deducted from any monies otherwise properly due or which may become otherwise properly due the Contractor. In addition, any such failure or refusal to timely perform Work or to make such corrections shall be sufficient cause for the Owner to declare the Contract in default without further notice, upon which the Owner may terminate the Contract and contract with another contractor to perform the work. All costs, loss, fees, damages, claims and expenses incurred by reason of the Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof

deducted from any monies due, or which may become due Contractor. Any special work performed, as described herein, shall not relieve the Contractor in any way from its responsibility for the work performed by Contractor.

ARTICLE 20. CONTRACT ASSIGNMENT No assignment by the Contractor of this Contract or any part thereof, or any monies due, or to become due thereunder shall be made without prior written approval of the Owner, which consent may be withheld in the sole and absolute discretion of the Owner. Any change in 50% or more of the ownership of the Contractor or any change in the control of the Contractor shall be deemed an assignment requiring the prior written approval of the Owner.

ARTICLE 21. INDEMNIFICATION; PAYMENT AND PERFORMANCE BOND; SAFETY

21.1 Indemnification/Hold Harmless. Contractor assumes liability for and shall indemnify, defend and save harmless Owner and Owner's Representative as well as all of their agents, employees, officers, directors, Supervisors, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of Contractor's presence at the Site for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Site and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates Contractor to indemnify and save harmless Owner and Owner's Representative for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of Contractor's or their subcontractors at the Site.

Contractor understands and agrees that it is obligated and shall indemnify Owner, and Owner's Representative for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. Contractor's obligation to indemnify and defend Owner, and Owner's Representative is absolute, including instances where Owner and Owner's Representative are found potentially liable, responsible or at fault and in those instances where Owner and Owner's Representative's own negligence or actions caused said damage or injury in part. Notwithstanding the above, Contractor shall not be required to indemnify and defend Owner or Owner's Representative for damages found by a Court to have been caused solely by Owner or Owner's Representative's gross negligence or the willful, wanton or intentional misconduct of Owner or Owner's Representative or their employees, officers, directors, successors and assigns. Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from Owner to Contractor as specific consideration for this indemnification.

21.2. No Mechanics and Construction Liens/ Required Payment and Performance Bond. As a matter of law no mechanic's or construction liens may be filed against the DISTRICT'S property and Contractor waives the right to file mechanic's and construction liens, and will indemnify, defend and save harmless Owner and Owner's Representative against all claims or liens filed by Contractor, its subcontractors, laborers or material suppliers. Before commencing any work, the Contractor shall obtain, execute, record and maintain in good standing (and provide a copy to DISTRICT) a payment and performance bond with a surety insurer authorized to do business in this state as surety.

21.3 Safety. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter "OSHA") and all applicable laws, statutes, rules, regulations and orders. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.; and shall comply with all applicable laws, ordinances, rules and regulations.

22. INSURANCE

22.1 Contractor shall provide and maintain during the life of this Agreement, "Worker's Compensation Insurance" for all of its employees performing the Work and in case Work under this Agreement is sublet, the Contractor shall require any subcontractor similarly to provide "Worker's Compensation Insurance" for all of its employees unless said subcontractor employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work performed under this Agreement are not protected under the "Worker's Compensation" Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of its employees not otherwise protected.

22.2 Contractor shall provide and maintain during the life of this Agreement, insurance that will protect the Contractor and any Subcontractor performing the Work under the Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Work performed, whether such operations be by the Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them. The Contractor shall also provide and maintain during the life of this Agreement insurance that will indemnify and hold harmless the Owner, and its agents, officers, Supervisors, and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of Work performed under this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property, including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of the Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

22.3 Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

a. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$3,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

Commercial Automobile Liability coverage in the minimum amount of \$1,000,000

b. CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. 1,000,000.00 Combined Single Limit Each Occurrence; \$3,000,000.00 annual aggregate. Also to include insured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

- c. Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
- d. Owner will be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Contractor to meet requirements of this Contract.
- e. Contractor agrees to waive all rights of subrogation against the Owner, its agents, departments, officers, employees and volunteers, for losses arising from work performed by Contractor under the terms of this Contract.
- f. Policies will not be canceled, non-renewed or reduced in scope of coverage until after 30 days' written notice has been given to the Owner, and only if substitute equivalent coverage in compliance with this Contract is provided.
- g. The Owner, its agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured on all policies required under this Contract (except Workers' compensation).

All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein. Insurance provided by out-of-state re-insurers shall not be acceptable.

At the time of execution of this Agreement, the Contractor will file with the District Manager certificates of such insurance and endorsements naming the Owner as an additional insured as required herein, that are acceptable to the Owner and District Manager. The insurance coverage afforded under these policies shall be primary and not create any contribution obligations to any insurance carried independently by the Owner. Such amendatory riders or endorsements shall indicate, concerning the Owner as an indemnitee, that there shall be severability of interests under such insurance policies for all coverage's provided under such insurance policies.

With regards to all policies required by this Contract: (i) each policy shall contain provisions whereby the insurance carrier will provide not less than thirty (30) days' written notice to the Owner in the event of a material change or cancellation of coverage as required under this Agreement (or, ten (10) days in the event of nonpayment of a premium); (ii) the respective policies required hereunder shall be placed with insurance companies rated at least A-VII or better or an equivalent rating by a recognized rating agency authorized to do business in Florida; (iii) the Contractor shall submit to the Owner upon execution of the Agreement current valid certificates of insurance (on Acord Form 25 or equivalent) and endorsements evidencing term and the effectiveness of the required insurance policies and evidence that Owner is a named additional insured.

ARTICLE 23. Having carefully examined this Agreement, as well as the Site and the conditions affecting the Work outlined pursuant to this Agreement, the undersigned Contractor agrees to furnish all services, equipment, labor and materials called for in Contract Documents. The parties hereto signing this Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Agreement.

[BALANCE OF PAGE BLANK; SIGNATURES ON FOLLOWING PAGES]

Signed and Sealed by the Contractor [_____]

In the presence of:

By: _____
Sales Manager

Attest: _____

Signed and Sealed by the Owner
In the presence of:

GATEWAY SERVICES COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson

Attest: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (n),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to

_____ (Print name of the public entity)

By

_____ (Print individual's name and title)

for

_____ (print name of entity submitting sworn statement)

whose business address is _____

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

2. 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 an agency or political subdivision of any other state or of 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.
3. 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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, shareholder, 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.
5. 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 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charges with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR / VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUB-CONTRACTORS, SUPPLIERS, UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUB-CONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUB-CONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)
STATE OF _____ COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by _____ who produced

_____ identification, and who (did) (did not) take an oath.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number / Expiration: _____

PROPOSAL
**LANDSCAPE MAINTENANCE
FOR
GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT**

Proposal of

(Name)

(Address)

(email)_____ (Phone)_____ (Fax)_____

To furnish labor and equipment in accordance with the Contract Documents attached hereto for Landscape Maintenance, "FY 2020– FY 2021".

To: Bryan Brashear, Public Works Manager
GATEWAY SERVICES COMMUNITY DEVELOPMENT
DISTRICT
13240 Griffin Drive
Fort Myers, Florida 33913

Sir:

The undersigned bidder has carefully examined the Contract Documents, the site of the work, and is familiar with the nature and extent of the requirements and any local conditions that may in any manner affect the work to be done and the equipment and labor required.

The undersigned agrees to furnish all labor, transportation and equipment required by the specifications and shown on the plan in the manner prescribed, in accordance with the Contract Documents and to the standards of quality and performance established by the owner for unit prices stated in the spaces provided in "Schedule of Bid Items", for each of the items stipulated. It is understood that payment will be in accordance with the actual work performed as more specifically provided in the Contract Documents.

The undersigned also agrees as follows:

1. Within five (5) days from the date of acceptance of this proposal, to execute the contract and furnish the owner a satisfactory certificate of insurance.
2. To begin work on the date identified in a notice to proceed and to complete the work as required by the specifications.

Accompanying this proposal is a certified or cashier's check or a bid bond in the amount of \$2,500.00 made payable to Gateway Services Community Development District, which is to be forfeited as liquidated damages if, in the event this proposal is accepted, the undersigned should fail to execute the contract and furnish satisfactory certificate of insurance within the time frame specified in the proposal; otherwise said certified or cashier's check or bid bond is to be returned to the undersigned.

Receipt of Addendum No. _____ is acknowledged.

Dated this _____ day of _____

Contractor: _____

Address: _____

By: _____

(See instructions to bidders for proper signatures and information required)

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO DISCUSS OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS AS APPLICABLE

Firm Name: _____

BY (printed): _____

BY (signature): _____

Title: _____

Federal ID # or SS # _____

Address: _____

Phone NO.: _____

Fax NO.: _____

Cell Phone NO: _____

DUNS #: _____

Lee County Local Business Tax Account Number _____

Email Address: _____

**Exhibit "A" Landscape Maintenance
Gateway Services CDD Right of Ways and Common Areas
Landscape and Irrigation Maintenance Bid Form**

Service	Year 1	Year 2	Year 3
Grounds Maintenance			
Pest Control			
Seasonal Color Program (Flowers)			
MOT Lee County ROW Permitting			
Irrigation System Inspections			
Total Landscape Program			

Supplemental Pricing for Out of Contract Repairs

Service	Unit	Cost
4" potted annual (Flowers) - supply and install	Per Unit	
Supervisory Labor	Per Hour	
General labor – per employee per hour	Per Hour	
St. Augustine Sod- supply, strip and install (400 sq. ft. minimum)	Sq. Ft.	
(1) Gallon shrub, supply, install, (1) yr guarantee	Each	
(3) Gallon shrub, supply, install, (1) yr guarantee	Each	
(7) Gallon shrub, supply, install, (1) yr guarantee	Each	
(15) Gallon shrub, supply, install, (1) yr guarantee	Each	
Irrigation Technician per hour	Per Hour	
New 2" valve-materials, labor, installed	Per Unit	
New 1.5" valve-materials, labor, installed	Per Unit	
New 1" valve- -materials, labor, installed	Per Unit	
Valve Solenoid- materials, labor, installed	Per Unit	
Rotor head-materials, labor, installed	Per Unit	
6" spray head-materials, labor, installed	Per Unit	
Mainline Repair Restoration	Sq. Yd.	

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

**Exhibit "B" Landscape and Irrigation Maintenance
GSCDD Right of Ways and Common Areas In Stoneybrook
Landscape Maintenance Pricing**

Service	Year 1	Year 2	Year 3
Grounds Maintenance			
Pest Control			
Seasonal Color Program (Flowers)			
MOT Lee County ROW Permitting			
Irrigation System Inspections			
Total Landscape Program			

Supplemental Pricing for Out of Contract Repairs

Service	Unit	Cost
4" potted annual (Flowers) - supply and install	Per Unit	
Supervisory Labor	Per Hour	
General labor – per employee per hour	Per Hour	
St. Augustine Sod- supply, strip and install (400 sq. ft. minimum)	Sq. Ft.	
500-gal Water truck	Per Hour	
(1) Gallon shrub, supply, install, (1) yr guarantee	Per unit	
(3) Gallon shrub, supply, install, (1) yr guarantee	Per Unit	
(7) Gallon shrub, supply, install, (1) yr guarantee	Per unit	
(15) Gallon shrub, supply, install, (1) yr guarantee	Per unit	
Irrigation Technician per hour		
New 2" valve-materials, labor, installed	Per unit	
New 1.5" valve-materials, labor, installed	Per unit	
New 1" valve- -materials, labor, installed	Per unit	
Valve Solenoid- materials, labor, installed	Per unit	
Rotor head-materials, labor, installed	Per unit	
6" spray head-materials, labor, installed	Per unit	
Mainline Repair Restoration	Sq. Yd.	

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

**EXHIBIT "C" Parks and Recreation Areas
Landscape Maintenance Pricing
Gateway Commons Pool**

Service	Year 1	Year 2	Year 3
General Grounds Maintenance			
Pest Control			
Seasonal Color Program (Flowers)			
MOT Lee County ROW Permitting			
Total Landscape Program			

Supplemental Pricing for Out of Contract Repairs

Service	Unit	Cost
4" potted annual (Flowers) - supply and install	Per Unit	
Supervisory Labor	Per Hour	
General labor – per employee per hour	Per Hour	
St. Augustine Sod- supply, strip and install (Pallet minimum)	Sq. Yd.	
(1) Gallon shrub, supply, install, (1) yr guarantee	Per unit	
(3) Gallon shrub, supply, install, (1) yr guarantee	Per Unit	
(7) Gallon shrub, supply, install, (1) yr guarantee	Per Unit	
(15) Gallon shrub, supply, install, (1) yr guarantee	Per Unit	

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

**EXHIBIT "D" Parks and Recreation Areas
Landscape Maintenance Pricing
Gateway Fun Park**

Service	Year 1	Year 2	Year 3
General Grounds Maintenance			
Pest Control			
MOT Lee County ROW Permitting			
Total Landscape Program			

Supplemental Pricing for Out of Contract Repairs

Service	Unit	Cost
Supervisory Labor	Per Hour	
General labor –	Per Employee Per Hour	
St. Augustine Sod- supply, strip and install (Pallet minimum)	Sq. Yd.	

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

**EXHIBIT "E" Parks and Recreation Areas
Landscape Maintenance Pricing
Gateway Soccer Complex**

Service	Year 1	Year 2	Year 3
General Grounds Maintenance			
Bermuda Sports Fields			
Pest Control			
Seasonal Color Program (Flowers)			
Verticutting - once per year			
Core Aeration - four (4) times per year			
Deep Tine Aeration - once per year			
Total Landscape Program			

Supplemental Pricing for Out of Contract Repairs

Service	Unit	Cost
Supervisory Labor	Per Hour	
General labor – Per Employee	Per Hour	
St. Augustine Sod- supply, strip and install (Pallet minimum)	Sq. Yd.	
Bermuda Sod	Sq. Yd.	
Core Aeration 4 times per year	Per Event	
Deep Tine Aeration annually	Per Event	
Top Dressing Sand	Cubic Yd.	
Top Soil	Cubic Yd.	
Nematode Treatment	Per Application	
(1) Gallon shrub, supply, install, (1) yr guarantee	Per unit	
(3) Gallon shrub, supply, install, (1) yr guarantee	Per Unit	
(7) Gallon shrub, supply, install, (1) yr guarantee	Per unit	
(15) Gallon shrub, supply, install, (1) yr guarantee	Per unit	

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

**EXHIBIT "F" Mixed Turf/ Bahia Areas
Landscape Maintenance Pricing**

Service	Year 1	Year 2	Year 3
Grounds Maintenance			
Pest Control			
MOT Lee County ROW Permitting			
Total Landscape Program			

Supplemental Pricing for Out of Contract Repairs

Service	Unit	Cost
Supervisory Labor	Per Hour	
General labor – Per Employee	Per Hour	

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

**EXHIBIT "G" Parks and Recreation Areas
Landscape Maintenance Pricing
Gateway Dog Park**

Service	Year 1	Year 2	Year 3
General Grounds Maintenance			
Bermuda			
Pest Control			
Total Landscape Program			

Supplemental Pricing for Out of Contract Repairs

Service	Unit	Cost
Supervisory Labor	Per Hour	
General labor – Per Employee	Per Hour	
Bermuda Sod	Sq. Yd.	
Top Soil	Cubic Yd.	
Nematode Treatment	Per Application	
(1) Gallon shrub, supply, install, (1) yr guarantee	Per unit	
(3) Gallon shrub, supply, install, (1) yr guarantee	Per Unit	
(7) Gallon tree, supply, install, (1) yr guarantee	Per unit	
(15) Gallon tree, supply, install, (1) yr guarantee	Per unit	

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

EXHIBIT "H" Gateway Services CDD Landscape Maintenance Bid Schedule (Exhibits A, B, C, D, E, F & G combined total)			
	Year 1 Annual Total Cost, Maintenance	Year 2 Annual Total Cost, Maintenance	Year 3 Annual Total Cost, Maintenance
EXHIBIT "A" Gateway Services CDD Right of Ways and Common Areas			
EXHIBIT "B" GSCDD Right of Ways and Common Areas In Stoneybrook			
EXHIBIT "C" Gateway Commons Pool			
EXHIBIT "D" Gateway Fun Park			
EXHIBIT "E" Gateway Soccer Complex			
EXHIBIT "F" Gateway Dog Park			
EXHIBIT "G" Mixed Turf/ Bahia Areas			
	YEAR 1 TOTAL	YEAR 2 TOTAL	YEAR 3 TOTAL
TOTAL COMBINED ANNUAL MAINTENANCE COST			

Gateway Services CDD Landscape Maintenance Landscape Maintenance Areas

Daniels Pkwy. Boundary- from the back of the sidewalk to the middle of the drainage swale, from the back of the sidewalk and along the pond bank, from back of the sidewalk to the hedge.

West Boundary at Jet Blue Park small monument area, Entrances at Commonwealth, Westlinks, Towne Lakes Drive, Gateway Blvd. North and South and Griffin Drive at State Road 82.

Gateway Blvd from Daniels Pkwy to State Road 82 ROW and medians- ROW to the middle of the drainage swale, or from sidewalk to curb, and including adjacent pond banks in common area along Gateway Blvd. Including the entire berm along Stoneybrook and the Gateway monument front and back at State Road 82.

Westlinks medians only.

Griffin Drive from Gateway Blvd to the State Road 82 ROW - ROW and medians- including to the toe of the berm on Griffin Drive along Timber Ridge mow from edge of Griffin Drive pavement to toe of berm, ,from sidewalk to curb along Silver Lakes and Hampton Park, area includes adjacent pond banks in common area along Griffin Drive to State Road 82 ROW.

Griffin Drive East side from Gateway Blvd to Magnolia Lakes boundary, entire berm along Pinewood Lakes from Griffin Drive pavement edge to Parkline Drive pavement edge, entire ROW to the middle of the drainage swale. From Gateway High School site to SR82 ROW including monument area.

Commerce Lakes West from Gateway Blvd. to the Gateway boundary- ROW and medians

Commerce Lakes East from Gateway Blvd only where the sidewalk is, from sidewalk to edge of pavement.

Devonshire Lakes ROW from Gateway Blvd to Devonshire/Waterford intersection

Girl Scout Drive ROW from Gateway Blvd to Pinecrest entrance

Eagle Pointe Drive ROW from Gateway Blvd ROW to end of road markers

Entire FPL Easement from Griffin Drive to behind the Gateway Pool

Soccer Drive to end of street entire ROW including berm

Gateway Parks and Recreation Areas; including the entire Soccer Park (13260 Griffin Dr.), Gateway Fun Park (12600 Eagle Pointe Dr.) Gateway Commons Pool (11301 Gateway Blvd.) Gateway Dog Park at the end of Soccer Drive (behind the Gateway Soccer Park)

Gateway Services Lift Stations (25)

1. Rain Brook Ave and Ivy Brook Run
2. Pebble Brook across from Gem Stone Ct
3. Pebble Brook Across from Blue Stone
4. Pebble Brook Blvd between Jewel Stone Lane and Pebble Stone Ct
5. Pebble Brook between Pebble Stone Ct and Green Stone Ct
6. Griffin Drive between Gateway Blvd and Pinewood Lakes
7. Griffin Drive across from Silver Lakes
8. Griffin Drive beside the Magnolia Lakes playground
9. Westlinks at Common Wealth
10. Westlinks Drive between Fairway Isles Drive and Grand Isles Lane
11. Rosemount Court cul-de-sac

12. Gateway Greens Drive and Champions Green Way
13. Championship Drive at 10971 Championship Drive
14. Gateway Blvd at Girl Scout Lane
15. Gateway Blvd across from Hidden Links Drive
16. Gateway Blvd SE corner at Commerce Lakes
17. Norcross Drive (in Daniels Preserve) across from the playground
18. Commerce Lakes West across from Country Day Cir
19. Kentwood Ave at Templeton Ln
20. Essex Square Blvd at Belcrest
21. Pelican Preserve on Sevrerino
22. Pelican Preserve on Cassella
23. Pelican Preserve intersection of Prato
24. Pelican Preserve on Prato
25. Pelican Preserve on Pistoia
26. Behind the small concession stand at the soccer park

Gateway Services Wells

1. On the FPL Easement beside Relevance Church
2. On the FPL Easement behind 11254 Lakeland Cir
3. On the FPL Easement behind 11236 and 11234 Lakeland Cir
4. On the Gateway East boundary behind the soccer fields

Flowers; 5000 4" potted

Gateway Blvd N Medians
 Gateway Blvd at Daniels Pkwy entrance (2 monuments and median)
 Westlinks at Daniels Pkwy. (1 median)
 Griffin Drive at State Road 82 (2 monuments)
 Commerce Lakes West at Gateway Blvd (1 median)
 Griffin Drive at Gateway Blvd. 3 medians
 Devonshire Lakes at Gateway Blvd 3 medians and Waterford sign
 Girl Scout Drive at Gateway Blvd 3 medians
 Gateway Commons entrance median
 Gateway Blvd medians at Walden Lakes
 Gateway Blvd median at Hidden Links
 Towne Lakes Drive (4 monuments)

Stoneybrook

Pebble Brook Blvd ROW including the entire berm from Gateway Blvd to Green Stone Ct., common areas (pond bank LME) bordering Pebble Brook Blvd and Blue Stone Cir
 Hedge on Gateway Blvd across from Stoneybrook entrance up to Ivy Brook Run
 Blue Stone Cir ROW to intersection
 Flower rotation on the Stoneybrook entrance monument 2 sided
 Cul-de-sac on Muddy Creek Ln, Crooked Creek LN, Rock Ridge LN, Jewel Stone Ln, Pebble Stone Ct, Green Stone Ct, Weather Stone Pl and Gem Stone Ct
 Common Area between Ivory Stone Loop and Stone Valley