

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

LANDSCAPE MAINTENANCE AND PORTERING SERVICES OF
RIGHTS-OF-WAY, AND SIMILAR PLANTING AREAS WITHIN THE DISTRICT

BID SPECIFICATIONS

January 2015

TABLE OF CONTENTS

SECTION	PAGE NUMBER
1. NOTICE TO BIDDERS	3
2. INSTRUCTIONS TO BIDDERS	4-7
3. GENERAL CONDITIONS	8-20
4. CONTRACT/AGREEMENT	21-24
5. PROPOSAL	25-26
6. DETAILED SPECIFICATIONS	27-37
7. SCHEDULE OF BID ITEMS	38-42

**MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT
NOTICE TO BIDDERS**

**LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS, BERMS, WATER MANAGEMENT AREAS AND
SIMILAR PLANTING AREAS WITHIN THE DISTRICT**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), LEE COUNTY, FLORIDA, until 12:00 p.m., local time, February 24, 2015, at the offices of the District Engineer, Mr. Charlie Krebs, Hole Montes and Associates, 6200 Whiskey Creek Drive, Fort Myers, Florida 33919 and commencing at 1:00 p.m. on February 27, 2015, such bids as received will be opened and read aloud at the Offices of Hole Montes Engineering, 6200 Whiskey Creek Drive, Fort Myers, Florida 33919.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality maintenance of grass and landscaped areas, which includes the maintenance of sprinkler systems, fertilization and weeding as required, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the offices of the District Manager, JP Ward and Associates, LLC 2041 NE 6th Terrace, Wilton Manors, Florida 33305 or by phone at 954-658-4900.

A mandatory pre-bid conference will be held on **Thursday, February 12, 2015** beginning at 9:00 a.m. local time at the following location: **Miromar Lakes Golf Clubhouse Parking Lot, 18520 Miromar Lakes Blvd., Miromar Lakes, FL 33913**. A presentation, discussion and tour of the facilities will be conducted at this time. Bids will be accepted only from those contractors who have representative(s) at the conference.

The Bidder shall submit a sealed and clearly marked envelope that includes both with ten (10) printed proposals along with an electronic version of the entire proposal in pdf format to be marked as follows: "Miromar Lakes Community Development District – Landscape Maintenance Proposals".

A certified or cashiers' check on a national or state bank or Bid Bond in a sum not less than five percent (5%) of the amount of the bid ("Bid Guarantee"), made payable to Miromar Lakes Community Development District, shall accompany each bid as a guarantee that the bidder will not withdraw from the bidding process after opening the bids and, in the event that the contract is awarded to the bidder, he will enter into a contract and furnish the required Certificate of Insurance, failing which the Bid Deposit may be retained by the District for liquidated damages. Bid bond shall be from a surety with an A- or better rating under Best's Guidelines.

Proposals shall be prepared, addressed and submitted in compliance with detailed instructions as set forth in these bid specifications.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the District.

**Miromar Lakes Community Development District
JAMES P. WARD, DISTRICT MANAGER**

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, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.

1.02 DEFINITION OF TERMS- Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:

District:	Miromar Lakes Community Development District
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
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- The proposer shall submit a sealed and clearly marked envelope that includes both with ten (10) printed proposals and a pdf cd to be marked as follows: "Miromar Lakes Community Development District – Landscape Maintenance Proposals".

1.04 PROPOSAL GUARANTY- A certified or cashiers check on a national or state bank, or bid bond, in a sum not less than five percent (5%) of the total amount of the bid, drawn on a national or state bank shall accompany each proposal as a guarantee that the Bidder will, if award is made, promptly enter into an agreement to do the work and furnish the required certificate of insurance. The proposal guaranty shall be returned by the District, in accordance with section 2.15 in the Instructions to Bidders. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to the Miromar Lakes Community Development District.

1.05 PROPOSAL FORMS- The Bidder shall submit his proposal on the forms, or an exact copy of the forms furnished herein. The blank spaces shall be filled in completely and 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 the Bidder proposes to do each item of work called for.

1.06 SIGNATURE ON PROPOSAL- The Bidder shall sign its proposal correctly. If the proposal is made by an individual, its 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. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of its authority to do so.

1.07 FAMILIARITY WITH LAWS- The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure of the Bidder to familiarize itself with applicable laws will in no way relieve the Bidder from responsibility. By execution of the proposal, Bidder represents the Bidder has familiarized itself with all such laws, ordinances, rules and regulations.

1.08 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK- The Bidder is required, before submitting its proposal, to visit the site of the proposed work and familiarize itself with the nature and extent of the work and any 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 specifications, form of agreement, and to inform itself 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 a certified financial statement, current within the past thirty days in accordance with Section 2.10, which must be a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.

1.10 QUALIFICATION OF BIDDERS- It is required that all Bidders enclose with their sealed bids the following information:

- A. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Lee County Occupational License w/number and date of expiration, Restricted Pesticide License status, and banking and credit references.
- B. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
- C. List similar contracts for landscape maintenance now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
- D. The contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.
- E. The contract will be awarded only to responsible contractors qualified by experience to do the work specified herein. The Bidder shall submit, with its bid, satisfactory evidence of its experience in like work and that the Bidder is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.

1.11 DISQUALIFICATION OF BIDDER- More than one bid from an individual, firm, partnership, corporation or association under the same or different name, will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or 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 for the same work. Proposals in which prices are obviously unbalanced in the sole and absolute discretion of the District will be rejected.

1.12 RIGHT TO REJECT PROPOSALS- The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities. Bidders not receiving a contract award shall not be entitled to recover from the District any costs of bid or proposal preparation or submittal. Rejections of bids shall be provided in writing to all Bidders by facsimile, e-mail, United States Mail or by hand delivery.

1.13 AWARD OF CONTRACT- The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive* and responsible** high quality Bidder whose qualifications indicate the award will be in the best interest of the District and whose proposal shall comply with 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 satisfied that the Bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the District within the time specified. The District shall provide all Bidders with a notice of its decision to award or intent to award the contract by facsimile, e-mail, United States Mail or by hand delivery.

1.14 BID PROTEST- Any Bidder desiring to formally protest a recommended contract award, shall file a written notice of intent to protest, with the District Manager, within two (2) calendar days (excluding weekends and holidays) from the date of notification and shall file the formal written protest, with the District Manager, within five (5) calendar days (excluding weekends and holidays) from the date of notification. The formal written protest shall contain, but not be limited to, the following information:

- a) the bid or proposal number and/or title
- b) the name and address of the protesting party
- c) a statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate
- d) a concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, case law and constitutional provisions entitling the protesting party to relief
- e) a demand for relief to which the protesting party deems itself entitled
- f) such other information as the protesting party deems itself entitled

Failure to timely and properly file a written notice of intent or formal written bid protest shall constitute a waiver of all further proceedings. Once filed, no supplementing of the notice of intent or formal written protest shall be permitted.

The District Manager shall review any timely and properly filed written bid protest, in consultation with the District's Counsel and issue a written decision, within ten (10) business days stating reasons for the decision and the protesting parties rights to file a written appeal. The decision of the District Manager is final and conclusive unless the protesting party timely and properly files subsequent written objection with the District Manager (with a copy to District Counsel) within two (2) calendar days (excluding weekends and holidays), from the date of receipt of the decision.

In the event of the timely and proper filing of an appeal, pursuant to the above paragraph, and in the event the protest cannot be resolved by mutual consent, the matter will be referred to the Board of Supervisors for final resolution. Neither protesting party nor anyone representing them, shall have private contact with the District Supervisors unless requested in writing to do so, by the District Manager. A hearing shall be conducted to hear the protest. The District Chairman, or other person as designated by the Chairman, shall conduct the hearing with the assistance of the District Manager and District Counsel.

The person conducting the hearing shall administer the oaths and affirmations and shall regulate the course of the hearing, including any prehearing matters, make or receive offers of settlement, stipulation and adjustment

At the conclusion of the hearing, the Board shall decide the matter and render a written decision.

1.15 RETURN OF THE PROPOSAL GUARANTY- As soon as the bid prices have been compared, the District may, at the Districts discretion, return the guaranty accompanying such proposals as in its judgment would not likely be considered in making the award. All other proposal guarantees will be held until the contract has been executed, after which they will be returned to the respective Bidders whose proposals they accompany. All proposal guarantees bid bonds shall be returned once the Bidder to whom the contract is awarded executes the contract and provides District with all required Bonds and certificates of insurance.

1.16 EXECUTION OF CONTRACT- Immediately following the award of the contract to the Bidder by the District, the District Counsel will prepare a formal contract to be executed by the parties, which contract will be in substance the same as the form of contract which is attached to the various papers which were delivered by the District or its representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the District the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the state of Florida.

1.17 FAILURE TO EXECUTE THE CONTRACT- The failure on the part of the successful Bidder to execute the contract as required will be just cause for the annulment of the award and, in the event of the annulment of award, the amount the proposal guaranty deposited with the proposal, either in the form of a certified or cashier's check, a bid bond, will be retained or paid upon demand by the District, not as forfeiture or penalty, but rather will be for liquidated damages, it being agreed to by each Bidder in advance that the District will sustain certain damages too difficult to accurately ascertain, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a proposal.

1.18 TIME AND AWARD- The District reserves the right to hold all bids and bid guarantees for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors .

1.19 BID MODIFICATIONS- No modifications shall be submitted by Bidder or accepted by the District.

* Responsive Bidder: Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.

** Responsible Bidder: Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work .

SECTION 2

GENERAL CONDITIONS

2.01 DEFINITIONS -Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used; the intent and meaning for such terms shall be interpreted as follows:

1. Addenda: A written explanation, interpretation, change correction, addition, deletion, or modification, affecting the Contract Documents, including Specifications issued by the District and distributed to the prospective Bidder(s) prior to the bid opening.
2. Affidavit: The instrument which is to be signed by the Contractor and submitted to the District, upon completion of that job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the District incident to partial payments.
3. "And" - "or": The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
4. Article: The prime subdivision of a section of these or any other referenced specifications, the Instructions to Bidders, the Special Conditions and General Conditions.
5. Bidder: An individual, firm, or corporation submitting a Proposal for the Work contemplated; acting directly or through the duly authorized representative.
6. Proposal Guaranty: The bid security or bid bond designated in the Proposal to be furnished by the Bidder as guaranty that he will enter into Contract for the Work, if its Proposal is accepted. Guaranty is 5% of the total bid amount and outlined in Instructions to Bidders in Section 1.04.
7. Calendar Day: Any day, including Saturday, Sunday and holidays, and regardless of the weather conditions.
8. Change Order: A written order to the Contractor signed by the District authorizing an addition, deletion or revision in the Work, or an adjustment in the contract price or the Contract time issued after execution of the Contract.
9. Contractor: The person submitting a Proposal accepted by the District and who thereafter enters into a formal contract with the District to furnish the Work bid upon. The Contractor has the obligation to deliver to the District the completed job in good and workmanlike condition.
10. Contract Bond: The security furnished by the Contractor and surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Specifications and other Contract Documents, also referred to here as the Performance Bond. (IF REQUESTED)
11. Contract Documents: The Contract Documents, sometimes referred to as the Specifications, shall mean and include all part of the following:
 - a. Notice to Contractor
 - b. Instructions to Bidders
 - c. General Conditions
 - d. Contract/Agreement
12. Equipment: The machinery and equipment, together with the necessary supplies for upkeep and maintenance, and including the tools and apparatus necessary for the proper landscape maintenance and acceptable completion of the Work.

13. Force Account Work: Work performed in addition to that set forth in the original Contract or in supplemental agreement or change orders, and which is paid for on the basis of actual cost of material and labor, plus a fixed percentage of such cost.
14. Landscape Maintenance: Landscaping maintenance includes the activities necessary to properly maintain right-of-ways, water management areas, lawns and similar planted areas, and repair of damaged irrigation systems. Activities may include mowing, edging, removal of weeds, fertilization, watering, pruning of trees and shrubs, controlling insects and disease.
15. Materials: Any substance proposed to be used in connection with the construction of any structure, facility or appurtenance, or of Work, either by the Contractor or by its Subcontractors and any substance or equipment purchased by the Contractor for resale to the Owner under this Contract.
16. Notices:
 - a. Notice of Acceptance: The official letter from the District to the successful Bidder, notifying him that he has been awarded the Contract.
 - b. Notice of Award: Same as Notice of Acceptance
 - c. Notice to Proceed: The official letter from the District to the Contractor instructing the Contractor to commence Work under the contract.
17. Person: The word "person" shall mean and include any individual, partnership, society, association, joint venture company, corporation, Limited Liability Company, or other recognized Legal entity, estate, receiver, trustee, assignee, reference, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
18. Principal: When used in the Proposal Guaranty, the word "Principal" means the same as the word "Bidder". When used in the Contract Bond, the word "Principal" means the same as the word "Contractor".
19. Pronouns: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
20. Proposal: The offer of the Bidder for the Work when completely filled out and timely submitted on the prescribed Proposal Form, properly signed and guaranteed.
21. Proposal Form: The official form on which the District requires formal bids to be prepared and submitted.
22. Provided: As used in the Specifications, provided shall be understood to mean "provide complete in place" that is, "furnish and installed". Where as shown, as indicated, as detailed or words of similar import are used it shall be understood that references to the Specifications accompanying these documents are intended unless otherwise expressly stated.
23. Resident Project Representative: An authorized representative and/or employee of the District assigned to the project to make observations of the Work performed by the Contractor.
24. Scope of Work: Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Document
25. Specifications: The Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.

26. Special Conditions: Specific clauses supplemental to the other Contract Documents setting forth conditions which vary from or are in addition to the other Contract Documents.
27. State: State of Florida.
28. Subcontractor: A person supplying labor, materials, supplies, equipment, services, and other incidentals used directly or indirectly by the Contractor, but not with the District.
29. Superintendent: The Contractor's authorized executive representative, is responsible for the work at all times.
30. Surety: The corporate body which is bound by the Contract Bond with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the Work for which the Contract has been made and for his prompt payment of all debts pertaining thereto.
31. Work Order: A written authorization to the Contractor signed by the District, concerning the performance of Work and/or the furnishing of materials on a Force Account Basis as provided in General Conditions.
32. Work: Everything expressed or implied, required to be furnished and/or done by the Contractor by anyone or more of the Contract Documents, including any change orders modifying the Work to include additional areas not currently included in the contract documents.

2.02 OBLIGATIONS OF BIDDER TO INFORM ITSELF AS TO ALL CONDITIONS RELATING TO PROTECT.

1. The Bidder, by and through the submission of its bid, agrees that it shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied itself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds sprinklers and irrigation systems, roads, sidewalks and paved paths, ground surface and subsurface, and another conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work may be included in the prices of the bid and thereby provide for the satisfactory landscape maintenance thereof.
2. The Bidder, in preparing its bid, shall take into consideration any and all work by other contractors which may be in progress at or near the site during the performance of the Work to which the bid relates, and that he will be expected should he be awarded the Contract, to avoid interference with work done by such other contractors and to coordinate his Work with other contractors at the site.

2.03 EXAMINATION OF CONTRACT DOCUMENTS -The Bidder shall examine carefully the specifications and other Contract Documents, and inform itself thoroughly regarding any and all conditions and requirements, including any schedule, that may in any manner affect the Work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve the contractor of the obligations and responsibilities assumed under the Contract.

2.04 DISCREPANCIES -Should the Bidder find discrepancies or ambiguities in, or omissions from the Specifications, or should he be in doubt as to their meaning, the Bidder shall at once notify the District.

2.05 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING -No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of bids will be given consideration. Addenda will be mailed or sent by available means to all known prospective Bidders not later three (3) days prior to the established bid opening date. Each prospective Bidder shall acknowledge receipt of such Addenda in the space provided therefore in the Proposal Form. In case any Bidder fails to acknowledge receipt of such Addenda or Addendum, its bid will nevertheless be construed as through it had been received and acknowledged and the submission of its bid will constitute acknowledgment of the receipt of same. It is the responsibility of each prospective Bidder to verify that it has received all Addenda issued before bids are open. Send all inquiries or requests to Calvin, Giordano & Associates, Inc., Attn: bbernard@cgasolutions.com.

2.06 PREPARATION OF THE BID.

1. Signature of the Bidder: The Bidder must sign the Proposal Form in the space provided for the signature. If the Bidder is an individual, the words "doing business as", or "sole owner" must appear beneath such signature. In the case of a partnership, the signature of the required number of partners must follow the firm name and evidence of the partners' authority must be submitted. The words "authorized member of the partnership" should be written beneath such signature. If the Bidder is a corporation, Limited Liability Company, or other Legal entity the title of the officer signing the Proposal on behalf of the Legal entity shall be stated and evidence of his authority to sign the Proposal must be submitted. The Bidder shall state in the Proposal the name and address of each person interested and provide evidence of each person's authority to act on behalf of the Bidder.
2. Basis for Bidding: The price for each item shall be on a lump sum or unit price basis according to the form of Proposal.
3. Price Bid: The Price for the Work shall be the sum of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Proposal Form. In the event that there is a discrepancy on the Proposal Form due to the unit price extensions or additions, the corrected extension and additions shall be used to determine the project bid amount.
4. Submission of bids:
 - a. Each bid must be submitted on the Proposal Form as furnished together with suitable Proposal Guaranty, herein described.
 - b. The above proposal and Proposal Guaranty must be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Bidder. If forwarded by mail, the above -mentioned envelope shall be enclosed in another envelope addressed to Miromar Lakes CDD, Attention: Hole Montes, and Associates, Mr. Charlie Krebs, P.E., 6200 Whiskey Creek Drive, Fort Myers, FL 33919,. Proposals will be received until the date and hour stated in the advertisement or notification provided for the Bids. Bids will be submitted in one pdf file, no greater than 2 mb on a cd or flash drive and 10 printed proposal packages, including crime entity form. All bid proposal items must be included on cd or bid will **not** be considered.
 - c. The Bidder must submit with its bid an accompanying letter in which he shall list the name and addresses of its major Subcontractors together with the services they will supply. These Subcontractors will be subject to review as to their competency by the District prior to award of Contract and shall be one of the considerations in determining the lowest responsible Bidder as defined hereinafter. After award of Contract, no change in Subcontractors shall be made unless approved by the District

in writing by the Contractor which shall include the reasons for such request.

- d. The Bidder shall submit with his Proposal evidence in Landscape Maintenance and financial status by providing the following:
 - i. Proof that he maintains a permanent place of business; and
 - ii. Proof that he has adequate plant, machinery, manpower and equipment, and can do the Work properly, expeditiously and in high quality manner in order to meet time and budget requirements; and
 - iii. Proof of recent, current and projected workloads of the Firm, together with evidence of previously awarded contracts to the Firm by Owner; and
 - iv. Proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the Work; and
 - v. Proof that he has successful contractual and technical experience in Work of Similar Contracts, size and scope within Lee County and/or surrounding areas; and
 - vi. Proof that he has all valid necessary state, county and local licenses or certificates of competency covering all aspects of the Bidder and the Work detailed in the Contract Documents; and
 - vii. Proof that all the Subcontractors he proposes to use hold all valid necessary state, county and local licenses, and certificates of competency covering all operations of said Subcontractors.

2.07 WITHDRAWAL OF BIDS -Any bid may be withdrawn prior to the time scheduled in the Advertisement for Bids for the opening thereof. A bid may also be withdrawn ninety (90) days after the date of the bids, provided that the Bidder has not been notified that his bid has been accepted.

2.08 OPENING OF BIDS -Bids will be publicly opened and read aloud at the appointed time and place stated in the Advertisement or notification provided for the Bids. The officer whose duty it is to open them will decide when the specified time has arrived and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agent are invited to be present at the Office of Hole Montesand Assoicates on February 27, 2015 for the seal bid opening at 1:00 p.m.

2.09 CONSIDERATION OF BIDS -For the purpose of award, after Proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Proposal and the unit prices will be considered to have been made available to the public. Until the final award of the Contract, the right will be reserved to reject any and all Proposals and to waive technical errors and irregularities as may be deemed best for the interests of the District.

2.10 INTENT AND CORRELATION OF DOCUMENTS -The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, satisfied itself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. It is further understood that, upon the award of the Contract, no deviation will be allowed from the initial interpretation thereof. The intent of the Contract Documents is to include all labor, materials, supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the Work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition,

provide all Work and materials not shown in detail but necessary for completion of the Contract Documents and shall apply equal force to all work, including extra work, performed under this Contract, whether performed either directly by the Contractor or by any Subcontractor.

2.11 NOTICE AND SERVICE -All notices, demands, requests, instructions, approvals and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the Proposal (or to such other offices as the Contractor may from time to time designate in writing), or if deposited in the United States mail in a sealed postage prepaid envelope, or if delivered with charges prepaid to any telegraph company of transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the Contractor to the District, or to any of its representatives or any other notices or demands shall unless otherwise specified in writing to the Contractor, be delivered to the office of Miromar Lakes Community Development District, 2041 N.E. 6th Terrace, Wilton Manors, Florida 33305, Attention: James Ward, District Manager or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or, in the case of other representatives of the District to such other address as the District may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same has been deposited with U.S. Postal Service.

2.12 TERMS OF CONTRACT.

1. The Initial Term of the Contract shall commence upon Notice to Proceed and shall expire on May 30, 2016, at the price(s) stated in the Proposal. Contract may be extended for additional twelve-month periods upon mutual consent of both parties; with any price increase that does not exceed 2% of the prior year's contract total, in which case, the contract shall be rebid. The District reserves the option to extend this contract for an additional seven (7) one year periods if it is warranted.
2. The District reserves the right to terminate the Contract in accordance with the provisions of Section 2.31 herein.

2.13 EMPLOYEES -The Contractor shall at all times enforce strict discipline and good order among its employees and the employees of any subcontractors, and shall not employ on the Work an unfit person or anyone not skilled in the Work assigned to said person, or anyone who has not appropriate permits to legally work in the Country. Subcontractors whose work is unsatisfactory to the District or who are considered by the District's Resident Project Representative as careless, incompetent, unskilled or disorderly or who uses threatening or abusive language to any person shall be dismissed from work upon notice from the District and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the site of the Work.

All labor described in these Specifications or indicated on the Work specified or indicated, shall be executed in a high quality, thorough substantial and Workman like manner and by people skilled in the applicable trade.

All employees of contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of Work included in this contract.

2.14 SALES TAX AND EXCISE TAX -All sales tax and excise tax shall be paid by the Contractor

2.15 SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR -The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the District and Resident Asset Manager and with other Contractors in every way possible.

The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the Work, as its agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work on site when Contractor's employees are performing Work under this contract. Such superintendent shall be furnished irrespective of the amount of the Work sublet.

The Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performances of the Work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor; its Subcontractor, anyone directly or 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.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by the Contractor, on the Work. At the time of the execution of the Contract, the Contractor shall furnish to the District and the District's Agent Certificates of Insurance evidencing the existence of the insurance policies as required herein.

2.16 SURVEYS PERMITS AND REGULATIONS -Both temporary and permanent permits, licenses and any other approvals necessary for the prosecution of the Work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The Contractor shall save harmless the District and all its supervisors, officers, employees, agents and servants, against any claims or liability arising from, or based on, the violation, of any such laws, ordinances, regulations, orders or decrees, whether by itself, its employees, agents or Subcontractors.

2.17 PROTECTION OF PROPERTY AND THE PUBLIC -The Contractor shall continually maintain adequate protection of all Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract. The Contractor shall make redress for any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State and local laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises to prevent accidents and injuries to persons or property in or about the Work.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise; he shall erect suitable railing, barricades, or other protective devices about unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the Work by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or about the Work.

In an emergency affecting the safety of life, of the Work, or of adjoining property, the Contractor shall act promptly at its discretion to prevent such threatened loss or injury, and shall so act, without appeal if so instructed or authorized.

Any request for compensation claimed by the Contractor on account of emergency Work shall be reviewed by the District upon Contractor submitting proof and documentation to the District, and within thirty (30) days of receipt of all necessary documents, Districts shall make a determination.

The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of owners of any land adjoining any work sites, which may be caused by the Contractor or its employees or Subcontractors, or which he or they might have prevented. The Contractor shall, at all times while the work is in progress, use extra ordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property there from; the same care shall be exercised by all Contractor's and Subcontractor's employees.

Contractor shall duly protect buildings, sidewalks, fences, shade trees, lawns and all other improvements from damage. Property obstructions, such as sewers, drains, water or gas pipes, conduit, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

2.18 INSURANCE.

1. The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of its employees employed at the site of the Work and, in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous Work under this Contract at the site of project 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.
2. The Contractor shall provide and maintain during the life of this Contract, insurance that will protect the Contractor and any Subcontractor performing work covered by the Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by itself or by any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of the Contract insurance that will indemnify and hold harmless the District, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the Work, 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 to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of 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.

Insurance shall be provided with a limit of \$3,000,000.00 in policy as follows: Breakdown per occurrence and aggregate, Commercial General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The District shall be named as an additional insured.

Insurance shall be provided with a limit of \$2,000,000.00 in policy as follows: Comprehensive Auto Liability Insurance. The District shall be named as an additional insured.

3. All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance required herein .
4. At the time of execution of the Contract, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.

2.19 PERFORMANCE BOND -The Contractor shall obtain a Performance Bond acceptable to the District in an amount not less than One Hundred Ten Percent (110%) of the Contract amount to insure full, faithful and complete compliance with and performance of the Contract. Such Bond shall be obtained from a firm 'or agency licensed to provide same in the State of Florida in lieu of posting said Performance Bond, the Contractor will agree to the payment of the Contract price each month during the term and course of the Contract, less 10%, with this remainder to be held by District as retainage to insure the complete and faithful performance of all the terms of the Contract. The DISTRICT shall return Retainage at the end of each quarter subject to complete and faithful performance of all the terms of the Contract.

2.20 AUTHORITY OF OWNER -The District shall have the authority to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to any failure on the part of the Contractor to carry out orders given by District or the Resident Project Representative(s). The Contractor shall not suspend the Work necessary and convenient to perform Landscape Maintenance without the written permission of the District.

2.21 EXAMINATION OF THE WORK -The authority and duties of the District's Resident Project Representative (s) are limited to examining the materials furnished, observing the Work done, and reporting their findings on weekly site visitations. The District does not underwrite, guarantee or insure the Work done by the Contractor. It is the Contractor's responsibility to perform the Work under the Contract Documents.

It is the Contractor's responsibility to perform the Work in all details in accordance with the Contract Documents, and the District shall never be responsible or liable to the Contractor's or any other party by reason of the Contractor's failure to do so. Any failure by the District or the Resident Project Representative to discover defects or deficiencies in the Work of the Contractor shall not release Contractor from its liability therefore to the District, or any other party for any such defect or deficiency.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any

Resident Project Representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract Documents.

2.22 DEFECTIVE WORK -Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and Resident Project Representative and in accordance with the requirements of the Contract, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under its Contract. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Contract in default, in which case the District at its option may cancel the Contract and contract with any other individual, firm or corporation to perform the Work.

All costs and expenses incurred by reason of 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 the Contractor. Any special Work performed, as described herein, shall not relieve the Contractor in any way from its responsibility for the Work performed by the Contractor.

2.23 EXTRA WORK -The Contractor shall do all extra Work not specified herein that may be ordered in writing by the District. For the Work, the Contractor shall be paid at the rate named in the Contract for the Work of a similar nature and character. Except, as hereinafter provided, all extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor. However, if the Contractor and District fail to agree on a equitable price for any extra Work ordered, it shall be performed by using labor, tools, equipment, and materials, as may be specified by the District, and will be paid for in the following manner:

1. For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work.

In addition, the Contractor shall be paid the actual cost of paying Social Security taxes and premiums for Unemployment Insurance, Workmen's Compensation Insurance and Contractor's Public Liability and Property Damage Insurance involved in such extra Work, based on the actual wages paid to such labor.

2. For all material used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof.
3. For any special machinery or special equipment, including fuel and lubricants therefore, required for the performance of extra work, the District shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all work done.

The Contractor's representative and the District shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the District and shall be signed by both the representative of Contractor and District referred to herein, one copy being submitted to the District and the other being retained by the Contractor.

2.24 CANCELED ITEMS AND PAYMENTS THEREFORE -If the Contractor shall fail to begin the Work called for by the Contract within the time specified, or shall fail to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the Work within the prescribed time, or shall perform the Work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall become insolvent, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the District may give notice in writing to the Contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same

If the Contractor shall not correct such conditions within a period of seven (7) calendar days after receipt of such notice, the District shall, have full power and authority, without violating the Contract, to take the prosecution of the Work out of hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into an agreement with another contractor for the completion of the Work or to use other methods as, in the opinion of the District, shall be required for the completion of the Work in an acceptable manner.

All costs and charges including, but not limited to, costs associated with delays and penalties for labor, materials, services and facilities incurred by the District together with the costs of completing the Work under contract, shall be deducted from any monies due or which may become due the Contractor.

2.25 TERMINATION -The performance of Work under this Contract may be terminated by the District in the District's sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination in accordance with the Contract.

After receipt of a Notice of Termination, and except as otherwise directed the Contractor shall:

1. Stop Work under this Contract on the date and to the extent specified in the Notice of Termination:
2. Place no further orders or Subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Work under this Contract as is not terminated.
3. Terminate all orders and (Subcontractors) to the extent that they relate to the performance of work terminated by the Notice of Termination.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontractor's, with the approval or ratification of the District to the extent he may require, which approval or ratification shall be final for all the purposes of this clause
5. Transfer title and deliver to the District, in the manner, at the times, and to extent, if any, directed by the District, the fabricated or non-fabricated parts, work in process, complete work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the Notice of Termination.

6. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination. .
7. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Contract, which is in the possession of the Contractor, and in which the District has or may acquire an interest.
8. Deliver to District releases and satisfactions of liens for all labor, materials and supplies provided prior to the effective date of the Notice of Termination.

After receipt of a Notice of Termination, the Contractor shall submit to the District its termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one month from effective date of termination unless one or more extensions in writing are granted by the District. No claim will be allowed for any expense incurred by Contractor after the effective date of the Notice of Termination.

Upon failure of the Contractor to submit its termination claim within the time allowed, the Contractor shall be deemed to waive any right to any further compensation. The Contractor and the District may agree upon the whole or any part of the amount to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this clause, provided, that such agreed amount or amounts shall not exceed the total Contract price as amended accordingly and the Contractor shall be paid the agreed amount.

The total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of Work not terminated. The fair value, as determined by the District, of property, which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be excluded from amounts payable to the Contractor.

In arriving at the amount due the Contractor under this clause, the following shall be deducted:

- a. all un-liquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract,
- b. any claim which the District may have against price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to provisions of this clause, and not otherwise recovered by or credited to the District.

2.26 ACTS OF GOD AND OTHERS -The Contractor shall not be responsible for damage caused by natural catastrophe such as hurricane, hailstorm, or tornado and acts of others over which the Contractor has no control or supervision.

2.27 ASSIGNMENT OF CONTRACT -No assignment by the Contractor of this Contract or of any part thereof, or any monies due, or to become due hereunder shall be made without the prior written approval of the District.

2.28 SUBCONTRACTOR -The Contractor may utilize the service of any specialty Subcontractor on those parts of the Work, which under normal contracting practices are performed, by such specialty Subcontractors.

The Contractor shall not award any work to any Subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor and District.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to Contractor and the terms of the General Conditions, the Special Conditions, and other Contract Documents insofar as applicable to the Work of Subcontractor. Further, the Contractor shall maintain the same power with regards to terminating any subcontract that the District may exercise over the Contractor under any provisions of the Contract Documents.

2.29 SEPARATE CONTRACTS -The District reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate its Work with theirs.

2.30 CONE OF SILENCE – The Cone of Silence shall be in effect from the time of advertising until the Board deliberates on the making of an award, there is a prohibition on communication with the District Manager and District. employees and any board members. The cone of silence does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the Board during any duly noticed public meeting or communications in writing at any time with the District Manager.

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SECTION 3

AGREEMENT

THIS CONTRACT made and entered into this ____ day of _____, 2015 by and between the **Miromar Lakes Community Development District, Estero, Florida**, party of the first part (hereinafter sometime called the District") and _____ party of the second part, hereinafter called the "Contractor".

WITNESSETH:

That the parties hereto, for the consideration hereinafter set forth, and the covenants and conditions herein mutually agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance of landscaping areas within the Contract Documents and the portering services.

ARTICLE II.

The District shall pay the Contractor for the faithful performance of the contract in lawful money of the United States and subject to additions and deletions as provided in the contract document as follows.

ARTICLE III.

The Contractor shall commence Work on May ____, 2015, and shall be performed in accordance with these Contract Documents.

TERMINATION

The District reserves the right to cancel this contract upon thirty (30) days written notice for convenience and if work is not performed in a satisfactory manner each as determined in the sole and absolute discretion of the District. Notice of termination shall be in writing and delivered by certified mail to the Contractor. Contractor may cancel this contract upon ninety (90) day written notice delivered by written certified mail to District Manager.

ARTICLE IV. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

The Contractor has carefully examined the described Right-of-way, Water Management Areas and Similar Planting Areas and has made sufficient tests and other investigations to fully satisfy itself as to site conditions.

It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor.

Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the approval, and/or acceptance of any part of the Work by the District as in compliance with terms of this Contract and related specifications covering said

Work, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the contract and related specifications. Any Work required by this Contract and related specifications not performed by the Contractor, after receipt of written notice in accordance with Section 2.28 of the General Conditions of such failure to perform said Work to recover reasonable cost for such Work from the Contractor or, reduce the sums of money due Contractor by the cost of such Work. Contractor agrees to comply at its sole cost and expense with Section 119-0701 Florida Statutes.

ARTICLE VI. CONTRACT DOCUMENTS

THIS CONTRACT SHALL INCLUDE THE NOTICE TO BIDDER:

General Conditions

Contract / Agreement

Landscape Maintenance Bids Form 2010

Detailed Specifications

ARTICLE VII. NOTICES

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be in accordance with Section 2.17 with General Conditions:

DISTRICT: **Miromar Lakes CDD**
2041 N.E. 6th Terrace
Wilton Manors, Florida 33305
Attention: District Manager – James P. Ward

CONTRACTOR: _____

Address: _____

City, State & Zip Code: _____

Attention: _____

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract. (*)

Signed, Sealed and Witnessed in the presence of: As to Contractor:
Attest:

(*) In the event the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Director of Corporation, authorizing the officer who signs the Contract to do so in its behalf.

(Rest of the page intentionally left blank)

CERTIFIED RESOLUTION

I, _____ a Florida corporation organized and existing under the laws of the State of Florida (the Corporation") do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held and convened on _____ at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That _____ is empowered and authorized to execute and deliver in the name of and on behalf of the Corporation a certain contract with **Miromar Lakes CDD** dated _____ for landscape maintenance and related services, and to affix the corporate seal of the Corporation.

IN WITNESS WHEREOF, the undersigned has affixed its signature and corporate seal of the Corporation this.

Secretary

(Corporate Seal)

SECTION 4
PROPOSAL

FOR
LANDSCAPE MAINTENANCE OF RIGHT~OF-WAYS
BERMS, WATER MANAGEMENT AREAS, AND
SIMILAR PLANTING AREAS
WITHIN THE DISTRICT

Proposal of:

(Name)

(Address)

To furnish all materials, equipment and labor and perform all Work in accordance with the Contract Documents for:

Miromar Lakes CDD

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as Principal or Principals, is or are names herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or Proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work; that he has made sufficient investigations to fully satisfy itself that such site is a correct and suitable one of this Work; and he assumes full responsibility therefore; that he has examined the Specifications for the Work and from its experience and from professional advice that the Specifications are sufficient for the Work to be done and it has examined the other Contract Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Contract, General Conditions, and it has read all Addenda prior to the opening of bids, and that it has satisfied itself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the District in the form of contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and the Contract, and called for by the Specifications and in the manner specified.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUALITY OF WORK TO BE PERFORMED UNDER THE CONTRACT, IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND CONTRACT SPECIFICATION, THE CONTRACT SPECIFICATIONS WILL PREVAIL.

Each Bidder shall submit one bid encompassing all proposal areas; or may bid on any combination of the Proposal Areas. The District reserves the right "to award one Contract to one Bidder for all areas described in the Proposal or may award multiple Contracts to different Bidders for anyone individual Proposal Area or combination of Proposal Areas.

NOTE: FOR QUANTITIES AND DETAILED ITEMS, REFER TO THE SPECIFICATIONS. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH MAINTANCE SPECIFICATIONS. THIS SCHEDULE REFLECTS ONLY THE PAYMENT PROCESS.

The Bidder further proposes and agrees to comply in all respects with time limits for commencement of the Work as stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish all required information within ten (10) consecutive calendar days after written notice being given by the District of the award of Contract, and the undersigned agrees that in case of failure on his part to execute the said Contractor, the award of the Contract may be rescinded at the option of the District within the ten (10) consecutive calendar days after the award of the Contract.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the District. However, in utilizing the schedule, the Bidder agrees that in no event shall the compensation paid to Bidder under the Contract exceed the dollar amount of the Bidder's Proposal amount.

Bidder's Certificate No.

**Bidder's Occupational
License No.**

WITNESS

By:

Signature of Authorized Agent

SECTION 5

DETAILED SPECIFICATIONS

5.01 SCOPE OF WORK -The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of landscape area as detailed below:

Each Bidder shall submit one bid encompassing all proposal areas. It is also requested that each Bidder provide a breakdown of the total yearly cost for each of the facilities (a thruG).

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

5.02 EXISTING FACILITIES

Exhibit “A” is the map showing the locations of the facilities to be maintained by this contract.

Existing Facilities include:

- A. I-75 Berm abutting San Marino and Miromar: The southern boundary of this section is just north of the Estero Parkway Overpass on I-75 and runs to the North Miromar Lakes Boundary Marker and returns +/- 1,200 LF east toward the Miromar Lakes Golf Maintenance Facility. The scope of maintenance includes the area from the base of the Berm (FDOT Fence Line) to the ridgeline of the Berm which is delineated by the Viburnum Hedge.
- B. Ben Hill Griffin Parkway (Perimeter): The scope of maintenance includes the area from the BOC of Ben Hill up to and including maintenance of the Viburnum Hedge at the ridgeline of the berm. Extents of Sections are as delineated on the Exhibit Maps. The entrance to the Neighborhoods and the Paspalum at the Entrance to Miromar Lakes is not included in this section.
- C. Ben Hill Griffin Parkway (Median): The scope of maintenance includes the Median from the Miromar Lakes Golf Cart Overpass Bridge South to the North Entrance Road to FGCU (N. FGCU Parkway)
- D. FGCU Parkway (North) / Verona Lago Berm: – This section is comprised of two (2) different types of maintenance requirements. (1) INTERIOR – This section is defined as the area from the south curblineline of Verona Lago Drive up to and including the Dwarf Schefflera Hedge at the top of the berm. This also includes the area adjacent to a 2.42 acre lake from the waterline to the Dwarf Schefflera hedge at the peak of the berm on the western portion of this section. The dry retention area at the eastern portion of this section is not included within the proposed scope. (2) EXTERIOR – This section is defined as the area from the Chain Link Fence / Dwarf Schefflera hedge to the North curblineline of N. FGCU Parkway. Please refer to Specifications for differences in maintenance requirements of this area.
- E. Peninsula East Buffer: This area is defined as by the Berm opposite the perimeter lake channel for Miromar Lakes developed / undeveloped property. This area encompasses the area from the lake edge on the north to the outfall weir structure to the south.
- F. FGCU Berm by Athletic Facilities: The scope of services for this section includes the Berm opposite the Miromar Lakes channel, running east and west adjacent to the FGCU Athletic Facility. Maintenance to include from the edge of water to the base of the berm on the south side. Access for maintenance of this section will be through the FGCU Campus and some coordination with FGCU Maintenance Staff will be required. This section of Berm is jointly owned by both the university and Miromar Lakes.
- G. Dry Detention area #1 & # 2 located within the Verona Largo area.

5.03 MAINTENANCE SPECIFICATIONS

1. Turf Maintenance

Stenotaphrum secundatum, variety "Floratam" St Augustine grass.

- a. Mowing height shall be maintained at three (3"1/2 – 4") inches, except during periods when turf is being renovated or for other approved reasons. This will assist root-shoot relationship and help retain weed growth.
- b. The contractor shall use mower types that are identified with each type of turf listed. Dull blades shall be changed at midday per cut.
- c. The Contractor shall use mulching type mowers to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clippings shall be removed at no additional cost.
- d. Bahia grass located at the Ben Hill Griffin Parkway Perimeter will be mowed weekly from April 1st thru October 31st and every other week from November 1st thru March 31st (42 times per year).
- e. Zoysia grass located at the Ben Hill Griffin Parkway Median will be mowed two times per week from May 15th thru September 15th and one time per week from September 20th thru May 10th (80 times per year).
- f. The contractor shall use .80 HOC Reel Mowers.
- g. Floratam grass located at the Ben Hill Griffin Parkway Perimeter, FGCU Parkway North, and FGCU berm by Athletic Facilities shall be mowed (48) times per year. At times, the frequency or mowing shall be modified when fertilization causes "flashes" requiring more frequent mowing or when the production of seed heads mars the appearance of the turf. The Contractor shall, weather permitting, mow the grass when the grass height reaches 1.3 times the desired cut height.
- h. The contractor shall use 3 1/2" HOC minimum
- i. The I-75 Berm/FGCU Berm by the Athletic Facilities shall be rough mowed January, March, June, July, September and November. Suggested use of a weed-eater or a walk behind weed-eater may be utilized to complete.
- j. If necessary grass clipping shall be either bagged and removed or mulched into the turf. Streets, curbs, sidewalks, bike paths, plant beds and borders shall be maintained free of grass clippings.
- k. Weather permitting, mowing operations shall be completed within one (1) working day.

2. Edging

- a. Mechanical edging of all turf grass areas next to curbs, streets, sidewalk, bike paths, beds and borders shall be done at least every cut to prevent grass encroachment over hard surfaces or onto beds or borders.
- b. Chemical edging shall not be permitted unless written approval is secured from the Resident Project Representative for the District.
- c. Dirt, trash and debris resulting from edging operations shall be removed and all areas shall be left in clean condition before the end of the Working day.

3. Turf Fertilization

The following fertilization schedule shall be followed:

- a. Bahia - applications per year. In January, May and October, apply 1112 lbs. nitrogen, a complete slow release fertilizer per 1,000 square feet of 16-4-8 50% organic plus minor elements. Fertilizers to be complete and shall include micro-elements such as Mg, Mn, Cu, Zn, S, and Mo. The Contractor shall submit a fertilizer label to the Resident Project Representative for approval prior to application. No changes or substitutions will be permitted unless the approval of the Resident Project Representative is secured. In July apply 8 lbs. per 1,000 square feet of Milorganite, or Groganite. In March and September, apply 8lbs. per 1,00 square feet of ammonium sulfate.
- b. St. Augustine Floratam - applications per year. In February and October, apply 6 lbs. per 1000 square feet of 16-4-8-50% organic with micro-elements. The composition of this formulation shall be as listed above under Bahia. In June and August, as needed, apply an organic nitrogen such as Milorganite, organo or Groganite at the rate direction listed on the bag. In March, May, November and December, apply 3 lbs. per 1,000 square feet of ammonium nitrate or 1-112 lbs. per 1,000 square feet of ammonium sulfate per application.
- c. All Zoysia Areas: Quarterly - March, June, September and December – 16-0-8 50% Slow Release – 1# N per applications. The contractor shall submit a fertilizer label to the resident project representative for approval prior to application. No changes or substitutions will be permitted unless approval of the resident project representative is secured.
- d. I-75 Berm: Fertilization of the turf, trees and shrubs shall be completed two (2) times per year - in January and May – 16-4-8.
- e. FGCU Berm by Athletic Facilities: No fertilizer will be applied to the Bahia in this area.
- f. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the Contractor to determine specific needs and requirements and notify the District Resident Project Representative when these additional applications are needed and being executed.
- g. Fertilizers containing iron shall be removed from curbs, roads, or walks to avoid staining before the sprinklers are activated after applications are needed and being executed.
- h. The complete fertilizers specified shall contain a combination of soluble nitrogen and W.I.N. nitrogen. Such fertilizer shall be watered in promptly after application.
- i. Soil test samples shall be taken by the Contractor to determine whether changes in pH or fertilizer formulations are indicated. The test results shall be given to the District for review by the Resident Project Representative and the Miami Dade County Horticultural Agent. If it is determined, by the Resident Project Representative after this review, that the pH or fertilizer formulations should be changed, the District will so advise the Contractor in writing and the Contractor shall implement such change, at the contractor's expense within two (2) weeks of receipt of said notice.

- j. The method of application of fertilizer shall be the responsibility of the Contractor. If any turf is badly damaged or killed by excessive fertilizer, it shall be replaced by the Contractor at its expense.
- k. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the Contractor shall notify the Resident Project Representative of the time and date that the Contractor will apply fertilizers. Failure on the part of the Contractor to notify the Resident Project Representative shall result in the Contractor forfeiting any and all right to payment for the applications made without notification.
- l. Prior to application of fertilizer, Contractor shall arrange for inspection of and approval of fertilizer material by District Resident Project Representative.

4. Weed Control

- a. Annual grassy weeds shall be controlled by pre-emergent herbicides applied before seed germination begins. For Bahia, only Balon, Ronstar G., Betasan and Dacthal are approved by the District. For St. Augustine; only Kerb, Aslon, Betasan, Dathal and Atrazine may be used. Application times shall be appropriate to seed germination which depends upon whether the grasses are summer annuals or winter annuals.
- b. Annual grasses, annual broad leaf weeds, perennial broad leaf weeds and sedges may be treated in Bahia turf with post emergent herbicides such as the following approved by the District: 2, 4-D, Basagran, dicamba, Sencor, Asuloxz and Atrazine. Atrazine and dicamba are the two most preferred by the District except for sedge where the preference is Basagran. The chemicals listed before are safe to use on the type turf specified only when used in the correct way on mature, healthy turf at the correct dose as specified by the manufacturer.
- c. Zoysia: Treatment required in the Spring and Fall; spot spray as needed. Application: Barricade, Certainty, Quicksilver and Trimec Southern.
- d. No spraying for weeds in either type of turf may be done when there is any reasonable potential of winds causing a spray drift into surrounding plants. The only approved herbicides to be used to control selected species of sedge (*Cyperus esculentus* and *C. compressus*) are Manage and Certenty. Water the day before each application and repeat the sprays until control is achieved. *Cyperus rotundus* is tolerant to Basagran and shall be mechanically removed.
- e. Mowing intervals set forth above in "Turf" Section 1 may be relaxed during herbicidal treatment periods, with the written approval of the Resident Project Representative.
- f. If District turf is contiguous to grasses of another variety, care shall be taken by the Contractor to avoid injury to such turf. If the contiguous turf is Bermuda, do not spray it with Atrazine or 2, 4-D. If the area contiguous to Floratam is Bahia, do not spray it with Atrazine.
- g. WEED CONTROL ELSEWHERE THAN IN TURF.

THE CONTRACTOR SHALL KEEP ALL -PLANTED AREAS FREE OF WEEDS AT ALL TIMES. THIS INCLUDES THE BASES OF TREES AND SHRUBS BEDS AND BORDERS. IN GENERAL. WEEDS SHALL BE REMOVED BY HAND FROM THESE AREAS. CHEMICALS WHICH MAY CAUSE PLANT INJURY, DECLINE OR DEATH SHALL NOT BE USED. GRANULAR PRE-M AND RONSTAR G, UNDER SOME CIRCUMSTANCES, MAY BE USED FOR PREEMERGENT CONTROL AFTER WEEDS

HAVE BEEN REMOVED BY HAND.

- h. Mechanical treatment may be necessary if and when directed by District or Resident Project Representative.

5. Insect and Pest Control

- a. Turf.

An insect and pest control program designed to prevent damage to St. Augustine/Bahia turf will be provided by the Contractor on an "as needed" basis or whenever requested by the Resident Project Representative for the District. Particular attention to damage by chinch bugs, grubs, sod web worms, mole crickets will require that control programs be initiated promptly. Restricted chemicals can be used only by a certified pest control operator. Infestations by other insects and pests shall be controlled by chemicals approved by the Resident Project Representative prior to their use. Top Choice shall be used on fire ants. Apply approved chemicals for use on chiggers, fleas, ticks, and other insects. These approved chemicals may be used also on white grubs, billbugs, spittlebugs, millipedes, earwigs, sowbugs. The earwig should not be sprayed if possible as it is a useful predator of lawn caterpillars. There are many chemical controls available. The Resident Project Representative can advise the Contractor on approved formulations and the safe rates of their applications, if requested.

Floritam Turf should be treated annually in the late Spring, and Summer as needed. Required application – Imidacloprid/Bifenthrin and Acephate.

Bahia Turf should be treated two – (2) times per year with Imidacloprid/Bifenthrin.

- b. Trees and Shrubs.

Trees and Shrubs- When insects such as white flies, scales, stinging caterpillars, hornworms, mealy bugs, spittlebugs, beetles, grasshoppers, katydids, leaf minors, leaf rollers, borers or others are detected and are reaching damaging levels on landscape plants, the contractor shall apply the appropriate control measures. These may be general purpose sprays or systemic insecticides and their selection shall be related to the way they damage plants. The chemical selected shall control the target pest and be safe to use on the host plant. It is not necessary always to spray to control insect or mite populations. Whenever possible use a mechanical control method, biological controls or other non-chemical methods. The number of sprays per year needed cannot be predicted. The contractor must provide for an allowance in his bid, however, to plan for insect control. Some plants will require repeated sprays to control scale or caterpillars. The contractor shall plan for a minimum of two sprays for all plants as an average.

Whenever possible, Contractor shall use a mechanical control method, biological controls or other non-chemical methods. The number of sprays per year needed cannot be predicted. The Contractor must provide for an allowance in its bid; however, to plan for insect control. Some plants will require no spray; others will require repeated sprays to control pests, such as and including, but not limited to scale or caterpillars. The Contractor shall plan for a minimum of two sprays for all plants as an average.

6. Disease Control

- a. Since diseases are easier to prevent than control, Contractors shall apply at least three (3) sprays per year to all plants known to be susceptible to the most common

disease such as, but not limited to: Brown Patch and Dollar Spot, Grey Leaf Spot, Ruse and Helmenthosporium of St. Augustine. Contractor will inspect weekly for turf grass disease and shall spray on an "as needed" basis. Resident Project representative is to be informed of all such activities or problems.

- b. **Zoysia: Fungicide treatment as follows: (1) application of Heritage/Daconil in the late Fall and (1) application of 3336 in the Spring.**
- c. Tree and shrub fungicides shall be applied to assist in the prevention of diseases on susceptible species. In some cases sprays or injections will be applied to combat other living agents such as bacteria, viruses, microlasmas, algae, nematodes or virions. The best method of control shall be used by the Contractor for the given situation. The most important consideration when combating disease is to have the spray on the plant before infection takes place; most fungicides are protectants not eradicants.
- d. Diseases which commonly attack plants include: Botrytis Blight, Bacterial Wilt, Brown Gall, Mushroom Root Rot, Powdery Mildews, Pythium Root Rots, Rizoctonia Stem Rot, Sclerotonea Rot, and Southern Wilt.
- e. If diseases are diagnosed which have no known method of control, the Resident Project Representative shall be notified promptly. If the disease is confirmed, the plant shall be removed and destroyed off the site. In some cases, as required, the Contractor shall remove infected soil and replace with new soil before replacing the diseased plant.
- f. Other chemicals to control or prevent disease may be used on selected plants subject to the Resident Project Representative's approval.
- g. The Contractor shall assume full responsibility for spray damage to plants, property or persons. The applicator shall be properly trained and licensed for commercial spraying. A photocopy of his or her license shall be provided. (LEED CERTIFICATION IS REQUIRED) Diseases of Sabals include leaf scab, phytophthora bud rot, black mildew and manganese. The Contractor shall take prompt action to control these conditions either by spraying with the appropriate chemicals such as Copper sulfate, zineb, Tru Ban and Benlate or in the case of manganese deficiency either by applying Manganese to the soil or applying it as a one percent (1 %) foliar spray.

7. Shrubs, Trees. Palms and Annuals Fertilization

- a. The Contractor shall fertilize all trees, palms, shrubs, ground covers, and annuals to maintain them in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.
- b. The number of fertilizer applications per year for shrubs, trees and palms will normally be three (3), but (annuals) may require more applications, as noted below.
 - (1) Fertilizer application for Ficus, Shrubs and Trees shall be completed quarterly with the application as follows: Micromax 1 x - 8-2-10 - This includes all areas with the exception of the I-75 Berm, which is fertilized twice per year. Refer to Section 3.e. (Ben Hill Griffin Parkway Perimeter and Median; FGCU Parkway North; 100 acre berm and FGCU Berm by Athletic Facilities).
 - (2) Fertilizer application for Palms shall be completed quarterly with the application as follows: 8-2-10.

- c. A complete acid fertilizer such as a 13-3-13 organic with micronutrients shall be applied in February, March and September/October and at such other times as required by the District.
- d. Landscape Plantings shall be fertilized as follows:
 Annuals and Bedding Plants -Apply 1-1 112 lbs. per 100 sq. ft. of either Osmocote,Polyon,Nutrieote when planting.
 Small Shrubs and Ground Covers -Apply 1-1 112 pounds per plant.
 Medium shrubs -Apply 1-1112 pounds per plant.
 Large Shrubs -Apply 1-1 1/2 pounds per plant.
 Distribution. The fertilizer shall be well scattered in an area from halfway between the stem . and the drip line of the circumference and an equal distance beyond the circumference. The fertilizer shall be distributed as evenly as possible by hand or by special mechanical applicator.
 The Contractor shall apply fertilizers to plants which are turgid and shall water-in the fertilizer promptly and thoroughly after application.
 Fertilizer which lands on leaves shall be shaken off or hosed off leaves.
 Trees -measure the tree four feet above the ground and apply one half pound of fertilizer per inch of caliper per year. Do not apply fertilizer within two feet of the trunk of a small tree or within four feet of the trunk of a large tree. (Maximum of 10 lbs.)
 Palms -apply a 12-2-14 or 13-13-13 analysis fertilizer with an organic nitrogen content and trace elements (Mn, Ma) at the rate of one half pound per inch of caliper per year. (5 to 10 pounds, maximum).
 Distribution: Apply a deep root application with a 30-10-7 or granular on trees applied at drip line or stakes.
- e. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the Contractor shall notify the Resident Project Representative of the time and date that the Contractor will apply fertilizers. Failure on the part of the Contractor to notify the Resident Project Representative shall result in the Contractor forfeiting any and all right to payment for the applications made without notification.
- f. Prior to application of fertilizer, Contractor shall arrange for inspection of and approval of fertilizer material by District Resident Project Representative.

8. Pruning

- a. All pruning not performed at ground level or with the use of a ladder must be performed through the use of a bucket truck. The use of tree-climbing spikes shall not be permitted at any time.
- b. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. The Resident Project Representative shall be made aware of all pruning activities.
- c. Pruning shall also include removal of trees, palms, shrubs or ground covers which are dead, broken or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue or the plant totally removed.

- d. Pruning shall include the removal of inward growing branches, water suckers and crossing or rubbing branches. The crossing branch facing inward will generally be selected for removal
- e. Major pruning shall be done by the Contractor to shape individual plant species and/or to renew the vigor of the particular plant species on the following schedule:
- f. Tree pruning must be either in May or November, as determined by District Resident Project Representative, to be completed within two (2) weeks from commencement, in accordance with pruning standards for shade trees as prescribed in Exhibit A, Pages 1-7 as Class I & II Fine and Standard Pruning.
- g. Pruning of the trees located on the I-75 Berm shall be completed one (1) time per year in September. In accordance with pruning standards as class I & II Fine and Standard Pruning as defined by the National Arborists Association.
- h. Ficus trimming to be completed (10) – ten times per year. Note that a Hi lift is required.
- i. Palms and related plants shall be pruned in November and early December. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescence shall be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescence) and avoid nicking the petioles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately.
- j. When major pruning begins on a particular species of plant, it shall continue until all plants of that species have been pruned within the jurisdiction of this contract.
- k. Minor pruning shall occur throughout the year to keep individual plants within desired limits on an "as needed" basis.
- l. The contractor shall prune vertical growth at a 45 degree angle. Branches shall be removed flush with the trunk.
- m. The contractor is required to remove all pruned materials and debris from the site each day.
- n. Plant materials shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage.
- o. Starting the week after the traditional Easter Holiday, contractor to trim all ornamental grasses (Fountain Grass, Fakahatchee) to the ground.
- p. Follow the completion of the ornamental grass pruning with pruning on Thryallis, Blue Sage, Wax Myrtle, and Silver Buttonwood and other non-flowering shrub species.
- q. As soon as the major flowering of the Oleander species has been completed in late Spring, any necessary required pruning should occur.
- r. In June, all asparagus springeri beds should be pruned by trimming to the ground, followed with an application of 8-4-8 acid fertilization at the rate of 1-1 1/2 pounds per 100 sq. ft. of bed area. A light top dressing of mulch should then be applied over the entire bedding area.
- s. An additional pruning may be required in July/August of the Blue Sage. This will be determined by its growth rate.

- t. Hedge trimming shall be performed at a minimum of monthly from May through October, bi-monthly from November through April, or more frequently as directed by District Resident Project Representative.
- u. Royal Palm disease control. All Royal Palms will require a bud drenching in March and September of each year. The drenching shall consist of a combination of insecticide and liquid fertilizer. Exact formulation shall be subject to District approval prior to application.
- v. Whitefly Application shall include all Ficus hedges and trees. Spiraling Whitefly will be addressed on all coconut palms. Spraying and dousing program will be submitted by vendor for approval.

9. Water, Irrigation and Sprinklers

Be advised that all maintenance will be performed as indicated in the specifications including of Ben Hill Perimeter, FGCU North Parkway and 100 Acre Berm will be wet check and schedule run times. Broken Heads in these areas will be billed at Time and Material to the Contractor.

The manual and automatic sprinkler system are to be used to maintain plant health and to conserve water.

- a. The Contractor shall provide supervision of the system and shall make all adjustments, repairs and replacements required. Repairs shall be made within twenty-four (24) hours of notification by District Resident Project Representative.
- b. The Contractor agrees to replace at its expense any part of the irrigation system damaged for any reason except those parts of the irrigation system supporting and including the pumps and controllers.
- c. A soil moisture probe meter shall be used by the Contractor to determine soil moisture content in off-color turf areas and corrective action taken promptly to rectify the condition.
- d. Newly planted trees and shrubs shall be watered at least daily by sprinklers or rain for the first two weeks. Moisture meter readings in the ball area shall be maintained in the "moist" zone on the meter.
- e. "Pop-Up" risers shall be added as needed in bed areas to ensure that water is being supplied to the entire shrub area and not being blocked or deflected by growing plants.
- f. The Contractor shall inform the District immediately of any serious problems in the irrigation system.
- g. The Contractor shall run through each line of the system a minimum of once per month to check that all heads are working properly and that all areas are being evenly and completely covered.
- h. The clock controls shall be programmed to deliver the amount of water which can be used by the turf and plants. Field capacity shall never be exceeded. Because turf water needs vary from month to month, the amount of watering time shall be adjusted periodically to reflect these needs. At East Homestead Community Development District, the weekly water use of turf grasses should average out as follows by seasons (the amount includes water from the sprinklers or rainfall):

January, 0.91 inches; February, 0.98 inches; March 1.12 inches; April, 1.33 inches; May, 1.68 inches; June, 2.10 inches; July, 2.38 inches; August, 2.38 inches; September, 2.24 inches; October, 1.82 inches; November, 1.19 inches; and December, 1.05 inches per week. The field capacity of most sandy soils is 0.4 inches.

- i. All turf and other irrigation shall be between the hours of 6:00 P.M. and 7:00 A.M., unless otherwise approved in writing by the Resident Project Representative.
- j. It shall be clearly understood and agreed by the Contractor that all irrigation, sprinkler systems including all necessary appurtenances to maintain said system shall be the responsibility of the Contractor. Damage by others will not relieve the Contractor of its responsibility to maintain the turf, shrubs, trees, ground covers and annuals in a healthy condition.
- k. The contractor is responsible following all watering restriction and is responsible for all fines or penalties for non-compliance.
- l. The site is irrigated using the Toro LTC Plus irrigation controller system. The Contractor will be provided with hand-held radios for day to day operation of the satellites.
- m. Irrigation Wet Testing of the I-75 Berm as well as the FGCU Berm by Athletic Facilities shall be reviewed during each scheduled cut.

10. Mulching

- a. Mulch – Black Mulch/Cypress may be purchased from Forestry or an equivalent - shall be replenished in November and May or at the Districts request as it deteriorates, is blown, washed away, or becomes unsightly. Mulch shall be of high quality, which will be provided by and placed by the Contractor. The depth of mulch in no case shall be greater than a two inch depth. If mulch build up occurs greater than two inches depth, the existing mulch shall be removed and the area re-mulched to the proper two inch depth.
- b. Pine Straw – Installation of Pine straw located on the I-75 Berm shall be completed in the month of November. Pine straw shall be applied at all tree and shrub rings. The Pine Straw will be provided by the District and placed by the contractor. The depth of mulch in no case shall be greater than a two inch depth. If mulch build up occurs greater than two inches depth, the existing mulch shall be removed and the area re-mulched to the proper two inch depth.

11. Debris/Trash

- a. Trash Removal. Contractor shall maintain road rights of way and landscaped areas in a trash free condition at all times and shall respond to specific requests from District Resident Project Representative within four (4) hours. To include but not limited to; paper, bottle, cans, other trash and horticultural debris. The disposal of all trash and debris must be at a proper landfill or disposal site.
- b. Storm Damage Debris Removal. Contractor shall respond to District Resident Project Representative within twenty-four (24) hours to remove storm damage debris. CONTRACTOR WILL PROVIDE A HURRICANE RESPONSE PLAN.
- c. The Contractor will be familiar with all FEMA, State and County rules and regulations. Contractor will be responsible for proper documentation of all work including debris removal, meeting with the agencies and the filing of applications to ensure the District will comply and receive all available reimbursements for the cost

of hurricane clean up or any other event that causes damage to District property.

12. Traffic Control

- a. The Contractor shall comply with the requirements of the City and County Maintenance of Traffic (MOT CERTIFICATION REQUIRED) Policy, copies of which are available through Risk Management or the Purchasing Department. The Contractor shall obtain and review the City & County MOT policy requirements prior to signing the contract.
- b. The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standard Indexes, or other related documents, so to become familiar with the requirements. Strict adherence to the requirements of the MOT policy will be enforced under this contract.
- c. The Contractor will be responsible for ensuring that at no time landscaping (hedges, shrubs, trees, etc.) or vehicles being use to perform service create a sight problem for vehicles or pedestrians.
- d. To assist in employee visibility: approved bright day glow red/orange colored safety vest shall be worn by employees when servicing the area.

13. Portering Services

- a. The contractor will provide portering services of six (6) hrs. per week (3 hrs. Mondays and Fridays) that include but are not limited to the pick-up and proper disposal of garbage and debris throughout the District properties, and such other general tasks and services as required by the District Manager or his designee. A task requiring additional supplies (ex. bulbs) does not include the cost of the materials.

14. Hours of Work

- a. Per Miromar Homeowners Association Schedule
Hours of work Monday thru Friday 7:00 a.m. to 5:30 p.m., Saturday 7:00 a.m. to 2:00 p.m.

SECTION 6

SCHEDULE OF BID ITEMS

Includes copy of the Landscape Maintenance Bid Form 2015

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statements:

1. The business address of _____
(name of bidder or contractor)
is _____.
2. My relationship to _____
(name of bidder or contractor)
is _____
(relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean 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.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of _____ and county of _____
on the _____ day of _____, 20 _____.

Notary Public

(affix seal)

My commission expires

Miromar Lakes CDD Landscape Bid Pricing Form 2015

A. Section I Landscape Maintenance

(Turf, Shrubbery, Palm & Tree Mowing, Edging, Pruning)

(Sections per Miromar CDD Bid Exhibit)

Section 1	Interstate 75 Buffer	\$ _____	LS
Section 2	Ben Hill Porto Romano/San Marino Berm	\$ _____	LS
Section 3	Ben Hill SW Berm	\$ _____	LS
Section 4	Ben Hill NW Berm	\$ _____	LS
Section 5	Ben Hill SE Berm	\$ _____	LS
Section 6	Ben Hill NE Berm	\$ _____	LS
Section 7	Florida Gulf Coast University/Verona Lugo Berm	\$ _____	LS
Section 8	Peninsula East Buffer	\$ _____	LS
Section 9	Florida Gulf Coast University Berm	\$ _____	LS
Section 10	Ben Hill Median	\$ _____	LS

B. Irrigation System Maintenance

System Maintenance	\$ _____	LS
Irrigation Repair Allowance	\$3,000.00	LS

Sub-Total \$ _____ LS

A. Section II Control Applications

Weed, Disease, Fertilization, Insect (Turf, Shrubbery, Palm & Tree)

Section 1	Interstate 75 Buffer	\$ _____	LS
Section 2	Ben Hill Porto Romano/San Marino Berm	\$ _____	LS
Section 3	Ben Hill SW Berm	\$ _____	LS
Section 4	Ben Hill NW Berm	\$ _____	LS
Section 5	Ben Hill SE Berm	\$ _____	LS
Section 6	Ben Hill NE Berm	\$ _____	LS
Section 7	Florida Gulf Coast University/Verona Lugo Berm	\$ _____	LS
Section 8	Peninsula East Buffer	\$ _____	LS
Section 9	Florida Gulf Coast University Berm	\$ _____	LS
Section 10	Ben Hill Median	\$ _____	LS

B. Whitefly Control

Ficus Hedges (approx. 8,250 Lft)	\$ _____	LS
Ficus Trees (approx. 670 trees)	\$ _____	LS
Coconut Spiraling Trees	\$ _____	LS

Sub-Total \$ _____ LS

Miromar Lakes CDD Landscape Bid Pricing Form 2015

A. Section III

Turf Replacement		
Floratam	\$ _____	SF
Bahia	\$ _____	SF
Zoysia	\$ _____	SF
Mulch - Material	\$ _____	LS
Mulch - Labor	\$ _____	LS
Straw - Material (2,300 bales)	\$ _____	LS
Straw - Labor	\$ _____	LS
Tree Pruning	\$ _____	LS
Portering	\$ _____	LS

B. Performance Bond

_____ LS

Sub-Total \$ _____ LS

Total Amount (Addition of Subtotals I, II, III) \$ _____ LS

Sections I, II and Portering will be billed on monthly bid schedule, less 10% retainage to be billed quarterly. Section III tree pruniing and mulch will be billed in full after work is completed and approved.

Contractor _____

Date _____

Contact Name _____

Phone _____

Miromar Lakes Community Development District
Bid Schedule for Landscape Maintenance
 1st Year - 12 Months

Item	Unit	Nov	Dec	Jan - 2016	Feb	Mar	Apr	May	Jun - 2015	Jul	Aug	Sep	Oct
Turf Maint.													
Zoysia mowing	l/s												
Bahia mowing	l/s												
Floritam mowing	l/s												
I-75 Berm mowing	l/s												
FGCU Berm mowing	l/s												
Edging	l/s												
Zoysia fert	l/s												
Bahia fert	l/s												
Floritam mfert	l/s												
Zoysia Weed Control	l/s												
Weed Control	l/s												
Floritam Insect Control	l/s												
Bahia Insect Control	l/s												
Insect Control	l/s												
Zoysia Disease Control	l/s												
Disease Control	l/s												

sub-total	l/s												
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Tree Maint.

Fertilization	l/s												
Pruning	l/s												
I-75 Pruning	l/s												
Insect Control	l/s												
Weed Control	l/s												
Disease Control	l/s												
I-75 Pine Straw Inst.	l/s												
Black Mulch/Cypress	l/s												

sub-total	l/s												
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Note: For quantities and detail items, refer to the specifications. All work is to be performed in accordance with maintenance specifications. **(This schedule reflects Monthly Invoice process only.)**

Miromar Lakes Community Development District

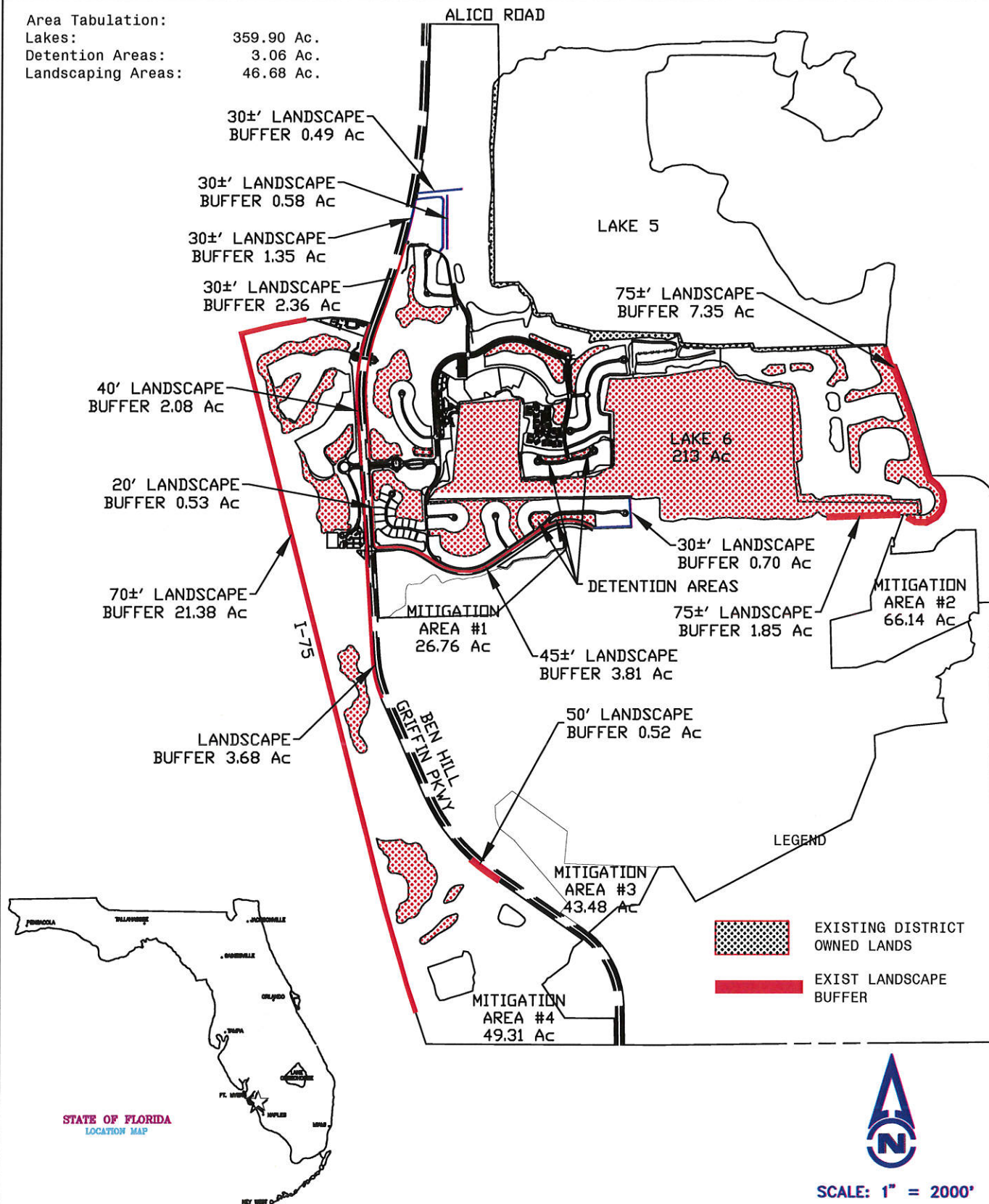
Bid Schedule for Landscape Maintenance

1st Year - 12 Months

Item	Unit	Nov	Dec	Jan - 2016	Feb	Mar	Apr	May	Jun - 2015	Jul	Aug	Sep	Oct
Shrub Maint.													
Fertilization	l/s												
Pruning	l/s												
Ficus Trimming	l/s												
Insect Control	l/s												
Weed Control	l/s												
Disease Control	l/s												
Black Mulch/Cypress	l/s												
sub-total	l/s												
Palm Maint.													
Pruning	l/s												
Fertilization	l/s												
Insect Control	l/s												
Disease Control	l/s												
Black Mulch/Cypress	l/s												
sub-total	l/s												
Miscellaneous													
Portering	l/s												
sub-total	l/s												
Monthly Totals													
Annual Total													

Note: For quantities and detail items, refer to the specifications. All work is to be performed in accordance with maintenance specifications. **(This schedule reflects Monthly Invoice process only.)**

Area Tabulation:
Lakes: 359.90 Ac.
Detention Areas: 3.06 Ac.
Landscaping Areas: 46.68 Ac.



H M
HOLE MONTES
ENGINEERS PLANNERS SURVEYORS

6202-F Presidential Court
Fort Myers, FL. 33919
Phone : (941) 985-1200
Florida Certificate of
Authorization No. 1772

Miromar Lakes CDD

WATER MANAGEMENT AND LANDSCAPING

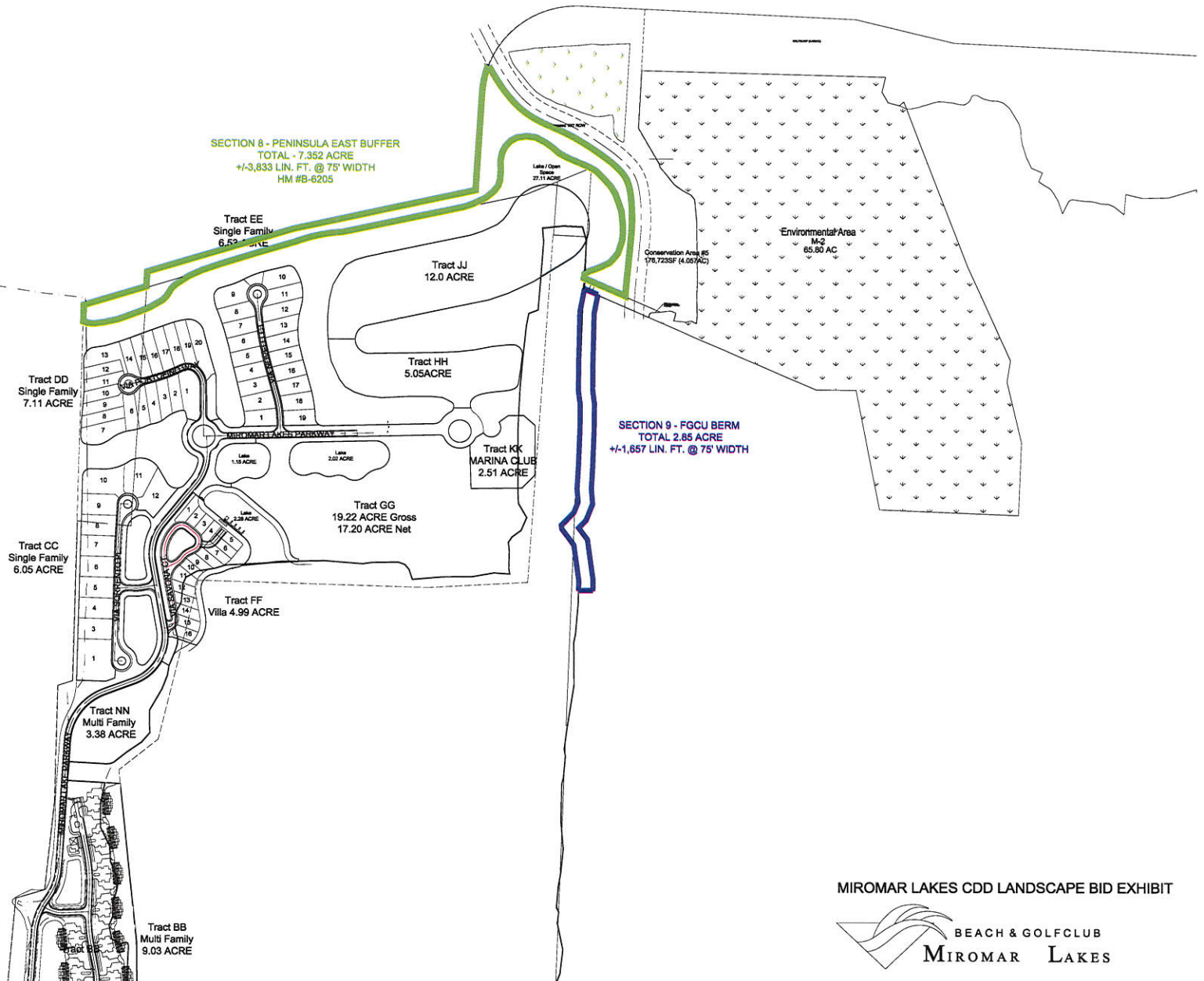
DATE: December 2003	JOB No. 2003.022	SHEET No. Exhibit 3
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[illegible]

SHEET 3 OF 3



SCALE: 1" = 500'-0"
March 23, 2010



MIROMAR LAKES CDD LANDSCAPE BID EXHIBIT

