

**REQUEST FOR PROPOSALS**  
**FOR**  
**LANDSCAPE MAINTENANCE SERVICES**  
**HERITAGE LAKE PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS**  
**LANDSCAPE MAINTENANCE SERVICES FOR:**  
**HERITAGE LAKE PARK COMMUNITY DEVELOPMENT**  
Charlotte County, Florida

Notice is hereby given that the **Heritage Lake Park Community Development District** (the “District”) will accept proposals from qualified firms interested in providing landscape maintenance services for certain lands within the District.

The Request for Proposals for Landscape Maintenance Services (“RFP”) will be available beginning Friday, August 4, 2023, at 9:30 a.m., from the District’s website ([www.hlp-cdd.com](http://www.hlp-cdd.com)) or by contacting the District Manager, Justin Faircloth via e-mail at [Justin.Faircloth@inframark.com](mailto:Justin.Faircloth@inframark.com).

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The Entities submitting proposals must meet the following qualifications: (i) fully licensed and insured, (ii) 10 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the District project, with verifiable references for those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

Firms desiring to provide services for this project must submit one (1) original, six (6) hard copies and one (1) digital copy (in the form of a flash drive or CD) of the required proposal no later than 12:00 p.m., Friday, September 1, 2023, at the offices of the District Manager, Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project. Proposals may be shipped, mailed or hand-delivered. No facsimile, electronic or other type of submittals will be accepted. Proposals will be publicly opened at the time and date stipulated above or as soon thereafter as possible; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Rankings will be made on the basis of qualifications according to the Evaluation Criteria contained within the RFP. The District has the right to reject any and all proposals, postpone the award of the contract, to elect not to proceed with the subject award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion whether or not reasonable it is in the District’s best interest to do so. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Justin Faircloth at [Justin.Faircloth@inframark.com](mailto:Justin.Faircloth@inframark.com). Questions received after 4:00 p.m., August 18, 2023, will not be answered. Answers to all questions will be provided to all proposers via e-mail by 5:00 p.m., August 23, 2023.

Heritage Lake Park Community Development District  
Justin Faircloth, District Manager, Run Date: August 4, 2023

# HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT

## Landscape Maintenance Services Charlotte County, Florida

### Instructions to Proposers

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than 12:00 p.m., Friday, September 1, 2023, at the offices of the District Manager, Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

**SECTION 2. SIGNATURE ON PROPOSAL.** The proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his or her authority to do so.

**SECTION 3. FAMILIARITY WITH THE PROJECT.** Before submitting a proposal, the Proposer shall carefully examine the Request for Proposals (RFP), read the specifications, visit the project site and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions.

**SECTION 4. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 5. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

**SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 7. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the RFP are to be directed in writing, via e-mail only, to Justin Faircloth at [Justin.Faircloth@inframark.com](mailto:Justin.Faircloth@inframark.com). Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the RFP. Questions received after 4:00 p.m., August 18, 2023, will not be answered. Answers to all questions will be provided to all proposers by e-mail by 5:00 p.m., August 23, 2023. Only questions answered by formal

written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

**SECTION 8. SUBMISSION OF PROPOSAL.** Submit one (1) original, six (6) hard copies and one digital copy in the form of a flash drive or CD of the proposal forms, along with other requested attachments, at the time and place indicated herein. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Heritage Lake Park Community Development District – Landscape Maintenance Services) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

**SECTION 9. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 10. PROPOSAL FORMS.** All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the RFP and that the proposal is made in accordance therewith. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance services. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the RFP.

**SECTION 11. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, in its sole and absolute discretion, whether or not reasonable, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 12. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the RFP. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

**SECTION 13. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s ability to meet the insurance coverage

requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

**SECTION 14. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the RFP:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein including the size of crew(s) and how many days a week workers will be on property.
- B. Completed price proposal (form attached).
- C. List position or title, corporate responsibilities and years experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number or e-mail address of a contact person.
- F. Information related to other projects of similar size and scope which Proposer has provided (or is currently providing) landscape maintenance services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of Proposer's insurance certificate indicating the types of coverage and limits for general, property, umbrella, and automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the RFP.

**SECTION 15. PROTESTS.** Any protest regarding proposal rejection, or a proposal award, or the RFP, including specifications or other requirements contained in the RFP, must be filed in writing, within seventy-two (72) hours after the receipt of the notice of the District's decision and must be filed at the offices of the District Manager, Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, Attention: Justin Faircloth. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar

days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest.

**SECTION 16. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the RFP. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from Proposers on any issue in a response, invite specific Proposers for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

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

**SECTION 17. COLLUSION.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 18. CHANGES/MODIFICATIONS.** The District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

**SECTION 19. BLACK OUT PERIOD/CONE OF SILENCE.** The black out period is defined as between the time the RFP is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this RFP, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their proposal. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

**SECTION 20. RESPONSIBLE VENDOR DETERMINATION.** Proposer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**SECTION 21. PRICING.** Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies

during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

**SECTION 22. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

**SECTION 23. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

**HERITAGE LAKE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL  
LANDSCAPE MAINTENANCE SERVICES**

**EVALUATION CRITERIA**

**1. Personnel (15 Points Possible) ( \_\_\_\_\_ Points Awarded)**

(e.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

**Management and Supervisory Personnel**

| Name     | Years Exp. | Position/Certifications | Duties and Responsibilities |
|----------|------------|-------------------------|-----------------------------|
| 1. _____ | _____      | _____                   | _____                       |
| 2. _____ | _____      | _____                   | _____                       |
| 3. _____ | _____      | _____                   | _____                       |
| 4. _____ | _____      | _____                   | _____                       |
| 5. _____ | _____      | _____                   | _____                       |

**Proposed Staffing Levels**

Landscape Maintenance staff will include; \_\_\_\_\_ laborers, \_\_\_\_\_ Supervisors, and \_\_\_\_\_ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc)

| Name     | Years Exp. | Position/Certifications | Duties and Responsibilities |
|----------|------------|-------------------------|-----------------------------|
| 1. _____ | _____      | _____                   | _____                       |
| 2. _____ | _____      | _____                   | _____                       |
| 3. _____ | _____      | _____                   | _____                       |
| 4. _____ | _____      | _____                   | _____                       |



**2. Experience**

**(20 Points Possible) ( \_\_\_\_ Points Awarded)**

(e.g., past and current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc)

1. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_  
Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Duration of Contract: START DATE: \_\_\_\_\_ END DATE \_\_\_\_\_

2. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_  
Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

3. Project Name/Location: \_\_\_\_\_  
Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_  
Project Type/Description: \_\_\_\_\_  
Dollar Amount of Contract: \_\_\_\_\_

**Experience cont.**

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

4. Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

5. Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Your Company's Detailed Scope of Services for Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

**Experience cont.**

An additional five (5) points will be awarded to all Proposers with previous landscape maintenance experience with CDDs within the past three (3) years.

**Has your company had previous Landscape Maintenance experience with other Community Development Districts within the past three (3) years? YES \_\_\_\_\_ NO \_\_\_\_\_**

If yes, please fill in information below:

Project Name/Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ \$ amt.: \_\_\_\_\_

Your company's Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

Duration of Contract: START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

**(5 Points Possible) ( \_\_\_\_\_ Points Awarded – This is either “0” or “5”)**

**3. Understanding Scope of RFP (15 Points Possible) ( \_\_\_\_\_ Points Awarded)**

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

**4. Financial Capacity (5 Points Possible) ( \_\_\_\_\_ Points Awarded)**

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in the RFP. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District.

**5. Price (25 Points Possible) ( \_\_\_\_\_ Points Awarded)**

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 3 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. \*

\* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25).  $(210,000/265,000) \times 25 = 19.81$ , therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C"

then multiplied by the number of points possible (25).  $(210,000/425,000) \times 25 = 12.35$ , therefore, Contractor "C" will receive 12.35 of 25 points.

**6. Reasonableness of ALL Numbers (15 Points Possible) ( \_\_\_\_\_ Points Awarded)**

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities and costs (including, but not limited to fertilizer quantities, General Landscape Maintenance costs, etc.) provided in Parts 1,2, and 3.

**Proposer's Total Score (100 Points Possible) ( \_\_\_\_\_ Points Awarded)**

**HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT  
PROPOSER QUALIFICATION STATEMENT**

1. Proposer: \_\_\_\_\_ /\_/ A Partnership  
                                [Company Name] /\_/ A Corporation  
  /\_\_/ A Subsidiary Corporation

2. Parent Company Name: \_\_\_\_\_

3. Parent Company Address:

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

4. Proposer Company Address (if different):

Street Address \_\_\_\_\_

P. O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_

5. List the location of the office from which the proposer would provide services to Heritage Lake Park CDD.

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1st Contract Name \_\_\_\_\_ Title \_\_\_\_\_

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

6.1 If yes, provide the following:

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

If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? \_\_\_\_\_

- Is the company in good standing with the State? Yes ( ) No ( )

If no, please explain \_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

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

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

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

7.1 If yes, provide the following:

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

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

(2020) \_\_\_\_\_, (2021) \_\_\_\_\_, (2022) \_\_\_\_\_.

9. What are the Proposer's current insurance limits?

General Liability                   \$ \_\_\_\_\_  
Automobile Liability               \$ \_\_\_\_\_  
Umbrella Coverage                \$ \_\_\_\_\_  
Workers Compensation            \$ \_\_\_\_\_  
Expiration Date                    \_\_\_\_\_

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

\_\_\_\_\_

The state(s) where barred or suspended \_\_\_\_\_

State the period(s) of debarment or suspension \_\_\_\_\_

\_\_\_\_\_

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it?

Yes ( ) No ( ) If so, where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?

Yes ( ) No ( ) If so, state name of individual, other organization and reason therefore.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. List any and all litigation to which the Proposer, any personnel to work at Heritage Lake Park CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No ( ) If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

| Name | Position |
|------|----------|
|------|----------|

| Type of Work | Yrs. Exp. | Yrs. With Firm |
|--------------|-----------|----------------|
|--------------|-----------|----------------|

| Name | Position |
|------|----------|
|------|----------|

| Type of Work | Yrs. Exp. | Yrs. With Firm |
|--------------|-----------|----------------|
|--------------|-----------|----------------|

| Name | Position |
|------|----------|
|------|----------|

| Type of Work | Yrs. Exp. | Yrs. With Firm |
|--------------|-----------|----------------|
|--------------|-----------|----------------|

| Name | Position |
|------|----------|
|------|----------|

| Type of Work | Yrs. Exp. | Yrs. With Firm |
|--------------|-----------|----------------|
|--------------|-----------|----------------|



\_\_\_\_\_  
Name Position

\_\_\_\_\_  
Type of Work Yrs. Exp. Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Heritage Lake Park CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Heritage Lake Park CDD should consider the Proposer for bidding on the landscape services request for proposals, including such matters as the Proposer's ability, standing, integrity, quality of performance, efficiency and general reputation.

\_\_\_\_\_  
Name of Proposer By: \_\_\_\_\_

\_\_\_\_\_  
[Type Name and Title of Person Signing]

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Corporate Seal)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Seal) Notary Public/Expiration Date

**CORPORATE OFFICERS**

Company Name\_\_\_\_\_

Date\_\_\_\_\_

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

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

## **SPECIFICATIONS / SCOPE OF WORK**

### ***GRASS MAINTENANCE***

- \*\* Turf will be mowed approximately 42 times per year.
- \*\* Weekly cutting of grass during the growing season (May thru October).
- \*\* Bi-Weekly cutting of grass during the dormant season (Nov thru April).
- \*\* Metal Blade edging of all hard surfaces at every mowing. (Driveways, sidewalks, curbing etc.)
- \*\* Blowing off entrance areas, sidewalks, curbing & driveways so as not to leave any noticeable clipping debris. If grass clippings are heavy and noticeable after 24 hours, they will be removed.
- \*\* Normal lawn clippings & debris will be cleaned up at each visit. Storm damage and clean-up is extra. (Excessive litter and debris will require extra-itemized billing at the end of the month).
- \*\* Nylon Trimmer Line edging around trees and landscape beds at alternate visits
- \*\* Weekly Property inspection will be performed.
- \*\* All leaves, clippings, and trash will be blown or picked up on each visit.
- \*\* Storm drains and water runoff areas will be cleaned by means of nylon trimmer.

### ***ORNAMENTALS & PALMS***

- \*\* Trees will be pruned to remove damaged, dead, and low hanging branches that contact structures and/or facilities.
- \*\* Oak tree branches will be kept to around 7-8 feet above ground.
- \*\* Palm trees under 15' will be pruned (by pole saw) to remove dead fronds and seedpods. Palms over 15 feet in height will be pruned at an additional expense
- \*\* Shrubs, hedges, and ornamental plants will be pruned (10) times per year to maintain both a beautiful and healthy appearance

### ***10' WALL BUFFER/OVERHANG***

- \*\* Vegetation surrounding the District's boundaries will be trimmed twice per year. Vegetation will be cut back to prevent vegetation from rubbing on the District's walls and/or fences.

### ***ANNUAL MULCH APPLICATION***

- \*\* Cypress mulch will be installed in areas determined by the District.

### ***FERTILIZER***

- \*\* Fertilizer shall be applied to all turf areas (4) times per year providing about 4-6 pounds of nitrogen per 1000 sq. ft. per year. The formulation will be changed according to seasonal requirements.
- \*\* Palms and shrubs will be fertilized (4) times per year with a balanced fertilizer containing micronutrients.

### ***PEST CONTROL***

- \*\* Insect Control will be provided for both the turf and ornamentals. Turf will be treated (4) times/year to control insects in turf. The treatments will be provided in order to keep the turf and ornamentals healthy and free of harmful insects and disease.

## ***WEED CONTROL***

**\*\***Flowerbeds and ornamental plant beds will be treated with herbicides to keep them weed free. Larger unsightly weeds will be removed by hand.

**\*\***Weeds in turf will be treated (3) times per year in the cooler months. This weed control will kill most broadleaf weeds. Weeds such as Bermuda Grass and Crab Grass are difficult to control as they are highly invasive in a sub-tropical environment such as Southwest Florida.

**\*\*** Vendor will be responsible for any damages caused at no charge to the District.

**PROPOSAL FORM  
HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE MAINTENANCE SERVICES  
REQUEST FOR PROPOSALS**

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

**PART 1**

**General Landscape Maintenance** \$ \_\_\_\_\_ Yr

|   |   |                            |
|---|---|----------------------------|
| -   | Storm Cleanup \$_____/ man hr   | \$_____/hr (for equipment) |
| -   | Freeze Protection (description of ability) _____                              |                            |
| _____   |   |                            |
| _____   |   |                            |
| \$_____/application   |   |                            |
| -   | Cypress Mulch (All labor and materials)                                       | \$ _____ per cubic yard    |
| -   | Palm Tree Trimming: Washingtonian Palms at \$ _____ Cabbage Palms at \$ _____ |                            |
| -   | 10' Buffer/Overhang   | \$ _____ per event         |
| <b><i><u>These prices are informational only and NOT to be included in General Landscape Maintenance Cost</u></i></b> |   |                            |

**PART 2**

**Fertilization (All labor and materials)** \$ \_\_\_\_\_ Yr  
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

| TURF  |         |                                      |  |                         |
|-------|---------|--------------------------------------|--|-------------------------|
| MONTH | FORMULA | APPLICATION RATE<br>(LBS. N/1000 SF) | TOTAL POUNDS<br>PRODUCT TO BE<br>APPLIED | COST PER<br>APPLICATION |
|       |         |                                      |  |                         |
|       |         |                                      |  |                         |
|       |         |                                      |  |                         |
|       |         |                                      |  |                         |

| ORNAMENTALS |         |                                      |  |                         |
|-------------|---------|--------------------------------------|--|-------------------------|
| MONTH       | FORMULA | APPLICATION RATE<br>(LBS. N/1000 SF) | TOTAL POUNDS<br>PRODUCT TO BE<br>APPLIED | COST PER<br>APPLICATION |
|             |         |                                      |  |                         |
|             |         |                                      |  |                         |
|             |         |                                      |  |                         |

| PALMS AND SHRUBS |         |   |  |                         |
|------------------|---------|---|--|-------------------------|
| MONTH            | FORMULA | APPLICATION RATE<br>(LBS. /100 SF PALM<br>CANOPY/SHRUB) | TOTAL POUNDS<br>PRODUCT TO BE<br>APPLIED | COST PER<br>APPLICATION |
|                  |         |   |  |                         |
|                  |         |   |  |                         |
|                  |         |   |  |                         |
|                  |         |   |  |                         |

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

| SPECIALTY PLANT MATERIALS |         |                            |  |                         |
|---------------------------|---------|----------------------------|--|-------------------------|
| MONTH                     | FORMULA | PLANTS TO BE<br>FERTILIZED | TOTAL POUNDS<br>PRODUCT TO BE<br>APPLIED | COST PER<br>APPLICATION |
|                           |         |                            |  |                         |
|                           |         |                            |  |                         |
|                           |         |                            |  |                         |
|                           |         |                            |  |                         |

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

**PART 3**

**Pest Control** (All labor and materials)

\$ \_\_\_\_\_ Yr  
(if entire pesticide allowance is required) \*

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

**GRAND TOTAL (PARTS 1, 2 & 3 - This is what contract will be written for)**

\$ \_\_\_\_\_ /YR

FIRST ANNUAL RENEWAL \$ \_\_\_\_\_ /Yr

SECOND ANNUAL RENEWAL \$ \_\_\_\_\_ /Yr

**DISASTER RECOVERY ASSISTANCE SERVICES**

Hourly rates for debris removal services:

\$ \_\_\_\_\_ /hour per man hour

\$ \_\_\_\_\_ /hour for equipment operators including equipment costs

Dump fees: \$ \_\_\_\_\_ per truckload for debris removal

Contractor/Firm Name \_\_\_\_\_

Firm Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Name and Title of Representative \_\_\_\_\_

(Please Print)

Representative's

Signature \_\_\_\_\_ Date \_\_\_\_\_

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**AFFIDAVIT FOR INDIVIDUAL**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

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

\_\_\_\_\_  
(Proposer must also sign here)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)



**AFFIDAVIT FOR PARTNERSHIP**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of a General Partner is Required)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

**AFFIDAVIT FOR CORPORATION**

State of \_\_\_\_\_ ss:

County of \_\_\_\_\_

\_\_\_\_\_  
(title) \_\_\_\_\_ of  
the \_\_\_\_\_

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

\_\_\_\_\_  
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public/Expiration Date:

(SEAL)

## LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement (“Contract”), is made between HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (hereinafter referred to as “District” or “Owner”) with an address of c/o Inframark Management Services, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, and \_\_\_\_\_ (hereinafter referred to as “Contractor”) with an address of \_\_\_\_\_.

### RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as Exhibit “B” (hereinafter “Proposal”) and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

### **I. INCORPORATION OF RECITALS**

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

### **II. DESCRIPTION OF WORK**

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit “A” (hereinafter referred to as the “Contract Work”). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit “B.” Maps of the areas to be maintained are attached hereto as Exhibit “C”.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of

all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative no less than one (1) time per quarter to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items that should be performed before the next walk through or other designated time. If the deficient items have not been rectified to the District's satisfaction within the designated time, the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract

Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
  - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. The hourly rate for such services is \$\_\_\_\_\_/hour per man hour and \$\_\_\_\_\_/hour for equipment operators including equipment costs. Dump fees will be \$\_\_\_\_\_ per truckload for debris removal.
  - b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
  - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
  - d. Contractor's fees for Disaster Recovery Assistance Services shall not exceed a total of \_\_\_\_\_ dollars (\$\_\_\_\_\_)for each declared emergency/disaster without written authorization from the District.
  - e. In the event the District may be eligible to claim governmental assistance to recover costs related to a declared emergency or disaster, Contractor shall be responsible for knowing and following any and all applicable guidelines including, but not necessarily limited to those of the Federal Emergency Management Agency (FEMA). Contractor shall further maintain and supply the District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by any applicable local, state, or federal agencies.
  - f. District reserves the right to immediately terminate all Disaster Recovery Assistance Services under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

### **III. CONTRACT SUM; TERM**

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of \_\_\_\_\_ per year as detailed in **Exhibit "B"**, payable in equal monthly installments of \_\_\_\_\_, for a term of three (3) years unless terminated earlier as provided in this Contract. The term of this Contract may be extended if acceptable to the parties and agreed to in writing

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5<sup>th</sup>) day of the next succeeding month. Each monthly invoice will include supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit payment to Contractor in accordance with the monthly invoice for non-disputed amounts. The District reserves the right to withhold all or any portion of a payment should the Contract Work not be completed, in the District's sole and absolute discretion, in accordance with the scope and terms set forth in this Contract, or if the work is otherwise found to be deficient. Any non-conforming and/or deficient work not corrected within the manner and timeframe prescribed by the District after having been brought to the Contractor's attention will not be paid for. The District also reserves the right to hire an outside vendor to complete and/or correct non-conforming and/or deficient work if Contractor fails to correct as set forth above, and charge such costs to Contractor.

#### **IV. TIME OF COMMENCEMENT**

The work to be performed under this contract shall commence on September 14, 2023, and only after Contractor provides the District the requisite insurance referenced herein.

#### **V. CONTRACTOR'S REPRESENTATIONS**

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.
4. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the District's landscaping. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions not caused by the Contractor's lack of diligence, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the sole and absolute discretion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. No changes to the compensation set forth in this Contract shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

## **VI. DUTIES AND RIGHTS OF CONTRACTOR**

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water,

transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.

4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
5. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
7. **Scheduling:** In the event that time is lost due to inclement weather ("Rain Days"), the Contractor shall reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if necessary to make up Rain Days with prior notification to and approval by District Representatives.



8. Protection of Property: Contractor in conducting the Contract Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including, but not limited to, damage to landscape lighting, irrigation system components, or entry monuments, the Contractor shall immediately notify the District and promptly repair all damage and/or promptly replace the damaged property all at the Contractor's sole cost and expense and to the reasonable satisfaction of the District.
9. Deficiencies. If the District Representative identifies any deficient areas, the District Representative shall notify the Contractor through a written communication. The Contractor shall then, within forty-eight (48) hours or the time specified, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within three (3) calendar days or the time period specified by the District. If the Contractor does not respond or take timely action, the District shall, without limiting the District's remedies in any way, have the right to impose liquidated damages of one hundred dollars (\$100.00) per day until the deficiency is adequately addressed; to withhold some or all of the Contractor's compensation under this Contract; or to contract with a third party to perform the necessary work with all charges for such services being deducted from the Contractor's compensation. Any oversight by the District Representative of Contractor's work is not intended to imply that the District shall underwrite, guarantee, or ensure that the Contract Work has been properly done by the Contractor, and it is the Contractor's responsibility to perform the Contract Work in accordance with the terms and conditions of the Contract.
10. Environmental Activities. Contractor shall use best management practices, consistent with industry standards, with respect to the storage, handling, and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. Contractor shall keep all equipment clean and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills on or near the District property. Contractor shall be responsible for any environmental clean-up activities, replacement of any turf or plant material harmed from chemical burns, and correcting any other harm resulting from the Contract Work.

## **VII. INDEMNIFICATION**

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney's fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

*It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.*

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 under this Contract shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor shall and does hereby indemnify and hold harmless the District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

### **VIII. INSURANCE**

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **IX. EARLY TERMINATION FOR BREACH OF CONTRACT**

1. Contractor's Termination. Contractor may terminate this Contract with ninety (90) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. District's Termination. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, District will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to District within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

## **X. ATTORNEY'S FEES**

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

## **XI. MISCELLANEOUS**

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect

of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.

3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arms length transaction. The parties participated fully in the preparation of this Contract and had the opportunity to receive the advice of counsel if desired. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Charlotte County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Contract. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall terminate the Contract. If the District has a good faith belief that a subcontractor performing work under this Contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Contract, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Contract based on Contractor's failure to comply with the E-Verify requirements referenced herein.
12. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. The Contractor shall: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071, TEL. (954) 603-0033, RECORDSREQUEST@INFRAMARK.COM.**

13. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.
14. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

**To Owner:** Heritage Lake Park Community Development District  
 c/o Justin Faircloth, District Manager  
 Inframark Management Services  
 210 N. University Drive, Suite 702  
 Coral Springs, Florida 33071  
 E-mail: justin.faircloth@inframark.com

**With a copy to:** Andrew H. Cohen, District Counsel  
 Persson, Cohen, Mooney, Fernandez & Jackson, P.A.  
 6853 Energy Court  
 Lakewood Ranch, Florida 34240  
 E-mail: acohen@flgovlaw.com

**To Contractor:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Contract on the day and year indicated below.

ATTEST:

**Heritage Lake Park  
 Community Development District**

\_\_\_\_\_  
 Secretary/Assistant Secretary

\_\_\_\_\_  
 Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**



**EXHIBIT “B”**

**CONTRACTOR’S PROPOSAL FORM**

**HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT**



**EXHIBIT “C”**

**HERITAGE LAKE PARK COMMUNITY DEVELOPMENT DISTRICT**

**LANDSCAPE MAINTENANCE MAP**



