

SEMINOLE IMPROVEMENT DISTRICT
MAINTENANCE FOR LAWN/LANDSCAPE
PROPOSAL SPECIFICATIONS

AUGUST 2018

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Lawn / Landscape Maintenance
Request for Proposals August 2018

NOTICE TO CONTRACTORS

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**SEMINOLE IMPROVEMENT DISTRICT
NOTICE OF REQUEST FOR PROPOSAL**

NOTICE OF A REQUEST FOR PROPOSAL (RFP) IS HEREBY GIVEN that sealed bids will be received by the SEMINOLE IMPROVEMENT DISTRICT (DISTRICT), PALM BEACH COUNTY, FLORIDA, until 10:00 A.M. on October 23, 2018, at the District Office located at 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470; and commencing at 10:00 A.M. on the above date, such bids as received will be opened and read aloud at the District Office. Bids will only be accepted from firms or entities having qualified with the SID in response to the advertised RFP for Landscape Maintenance Contractors.

A mandatory pre-bid meeting will be held at 10:00 A.M. October 10, 2018 at the District Offices, 4001 Seminole Pratt Whitney Road, Westlake, Florida, with Steve Yohe, Project Manager and Kenneth Cassel, District Manager 954-603-0033, extension 40515.

The work for which these proposals are to be submitted consists of providing labor and equipment for routine high quality maintenance of grass and landscape areas cutting, pruning, mulching and weeding, as required, pursuant to the terms and conditions of the Specifications and Contract Documents pertaining thereto.

Proposals shall be prepared, addressed and submitted in compliance with the detailed instructions as set forth in the Contract Documents.

THE DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, TO WAIVE IRREGULARITIES AND TO AWARD THE CONTRACT AS IT DEEMS WILL BEST SERVE THE INTERESTS OF THE DISTRICT.

Ken Cassel
District Manager

SECTION 1

INSTRUCTIONS TO PROPOSERS

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, plants, equipment and machinery necessary, and performing all operations required for the completion of the Work herein specified and as shown in the Contract Plans. Sealed Proposals will only be accepted from firms or entities having qualified with the District in response to the advertised Request for Proposal.

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

Owner: Seminole Improvement District or its authorized representative.

Proposer: Any person, firm or corporation submitting a proposal for the work covered by these specifications.

Contractor: The person, firm or corporation with whom the Owner has executed a contract for the Work herein specified.

Manufacturer: Any person, firm or corporation with whom the Contractor, supplying labor, or material or equipment Supplier for the Work herein specified.

Resident Project Representative: The District Manager or an authorized representative and/or employee of the Owner assigned to the project to make observations of the Work performed by the Contractor.

1.03 DELIVERY OF PROPOSALS - All bids, whether mailed or delivered in person, shall be submitted in a **SEALED ENVELOPE** bearing on the outside the name of the Proposer and their address clearly marked and the words: **Seminole Improvement District-Proposal for Lawn/Landscape Maintenance and** addressed to:

Seminole Improvement District
c/o Inframark, LLC
4001 Seminole Pratt Whitney Road
Westlake, FL 33470

Attention: Ken Cassel, District Manager

1.04 SIGNATURE ON PROPOSAL - The Proposer shall sign his proposal correctly. If the proposal is made by an individual, his 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 was chartered and name and business address 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 his authority to do so.

1.05 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK - The Proposer is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself 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. He is also required to examine carefully the specifications, form of agreement, and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

1.06 CONFIDENTIAL FINANCIAL STATEMENT- Proposers under consideration for award shall furnish two (2) confidential financial statements, current within the past thirty days, which must include a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.

1.07 QUALIFICATION OF PROPOSERS - It is required that all Proposers enclose with their sealed bids the following information, even if previously submitted to the District as part of the Contractor's qualification Statement submitted in response to the Notice of RFP for Landscape Maintenance Contractors:

1. A detailed description of the firm including address, telephone number, License Classification with number and date of expiration, Restricted Pesticide License status, and banking and credit references.
2. Briefly describe the educational background and professional experience of firm owners, supervisors or key employees.
3. List similar contracts for landscape maintenance now held by your firm and other similar Contracts, if any, formerly held. Similar Contracts is defined as residential communities similar or greater in size, the nature, extent and variety of landscaping installed and maintained within the community, to that of District, with annual contract amounts at or in excess of \$200,000. List at least one person for each such contract whom may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.

4. The Contractor shall provide written agreement that 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 having completed training.
5. The contract will be awarded only to responsible Contractors having prequalified with the District in response to the RFP for Landscape Maintenance Contractors and which are qualified by experience to do the work specified herein. The Proposer shall submit in writing, with his bid, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the Owner within the time limit stated in the proposal. Contractor shall include a list of current equipment owned and operated by Contractor, an employee list including years of experience in the employ of Contractor, and Contractor shall designate in writing and submit with bid, a Project Manager/Superintendent to be assigned to the Seminole Improvement District who will be responsible for providing supervision of the Work and the experience and qualifications of same.
6. Financial statements for the past two (2) years.

1.08 DISQUALIFICATION OF PROPOSER - 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 Proposer submits, or is financially linked to more than one proposal, for the same work will cause the rejection of all proposals in which such Proposers are so identified. Any or all proposals will be rejected if there is reason to believe that collusion exists among Proposers and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced will be rejected. Bids will only be accepted from firms or entities having qualified with the District in response to the advertised RFP. Those Proposers submitting proposals in response to this RFP who have not been previously prequalified by the District as described herein shall be considered unqualified Proposers and such bids or proposals will be returned to the Proposer or Contractor unopened wherever possible.

1.09 RIGHT TO REJECT PROPOSALS - The Owner reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities.

1.10 AWARD OF CONTRACT - The award of the contract, if it is awarded, will be to the highest qualified Proposer whose qualifications indicate the award will be in the best interest of the Owner 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 Proposer to do the work and to have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the Owner within the time specified. Selection

criteria for use in ranking qualified Proposers will be used as described herein, and the District Board of Supervisors will serve as the selection committee.

1.11 EXECUTION OF CONTRACT - Immediately following the award of the contract to the Proposer by the Owner, the attorney for the Owner will prepare a formal contract to be executed by the parties, which contract will be in substantially the same form of agreement which is attached to the various papers which were delivered by the Owner or his representative to the Proposer in the first instance. The Proposer shall execute the contract and furnish a Certificate of Insurance written by a company licensed to do business in the State of Florida, acceptable to the Owner.

1.12 FAILURE TO EXECUTE THE CONTRACT - The failure on the part of the successful Proposer to execute the contract as required will be just cause for the annulment of the award.

1.13 TIME OF AWARD - The Owner reserves the right to hold all bids and Proposal Guarantees for a period not to exceed ninety (90) days after the date of bid opening stated in the Notice to Contractors.

1.14 BID MODIFICATIONS - No bid modifications shall be submitted or accepted.

NOTE RE: INSTRUCTIONS TO PROPOSERS 1.07(3)

Clarification of the bid requirement that states you must have "SIMILAR CONTRACT REFERENCES." The Seminole Improvement District ("District") is looking for vendors who are providing landscape maintenance services to residential or mixed-use developments of similar size to the District or greater and which require a similar level of maintenance of plant and landscaping material similar to the pallet of plants and landscaping found on District property within the Seminole Improvement District. The location(s) of similarity should reflect the highest level of landscape maintenance standards.

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 Owner and distributed to the prospective Proposer(s) prior to the bid opening.
2. "And": The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require
3. Article: The prime subdivision of a section of these or any other referenced specifications, the Instructions to Proposers, the Special Conditions and General Conditions.
4. Proposer: An individual, firm, or corporation submitting a Proposal for the Work contemplated; acting directly or through the duly authorized representative.
5. Calendar Day: Any day, including Saturday, Sunday and holidays, and regardless of the weather conditions.
6. Change Order: A written order to the Contractor signed by the Owner 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.
7. Contractor: The person submitting a Proposal accepted by the Owner and who thereafter enters into a formal contract with the Owner to furnish the Work bid upon. The Contractor has the obligation to deliver to the Owner the completed job in good and workmanlike condition.
8. Contract Documents: The Contract Documents, sometimes referred to as the Specifications, shall mean and include all parts of the following:
 - a. Notice to Contractor
 - b. Instructions to Proposers
 - c. General Conditions
 - d. Selection/Evaluation Criteria
 - e. Contract Agreement

9. 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.
10. 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.
11. Landscape Maintenance: Landscaping maintenance includes the activities necessary to properly maintain right-of-ways, water management areas, lawns and similar planted areas. Activities may include mowing, edging, removal of weeds, pruning of trees and shrubs. Fertilization, irrigation, controlling insects and disease will be the responsibility of the Proposer.
12. 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 resell to the Owner under this Contract.
13. Notices:
 - a. Notice of Acceptance: The official letter from the Owner to the successful Proposer, 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 Owner to the Contractor instructing the Contractor to commence Work under the contract.
14. Person: The word "person " shall mean and include any individual, partnership, society, association, joint venture company, corporation, estate, receiver, trustee, assignee, reference, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons"
15. Principal: When used in the Proposal Guaranty, the word "Principal" means the same as the word "Proposer". When used in the Contract Bond, the word "Principal" means the same as the word "Contractor"
16. Pronouns: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.

17. Proposal: The offer of the Proposer for the Work when completely filled out and timely submitted on the prescribed Proposal Form, properly signed and guaranteed.
18. Proposal Form: The official form on which the Owner requires formal bids to be prepared and submitted.
19. Proposal Form: The official form on which the Owner requires formal bids to be prepared and submitted.
20. Provided: As used in the Specifications, provided shall be understood to mean complete in place" that is, "furnish and installed". Whereas 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.
21. Resident Project Representative: The District Manager or an authorized representative and/or employee of the Owner assigned to the project to make observations of the Work performed by the Contractor.
22. 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 Documents.
23. Specifications: The Instruction to Proposers, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.
24. 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.
25. State: State of Florida.
26. Subcontractor: A person supplying labor, materials, supplies, equipment, services, and other incidentals used directly or indirectly by the Contractor, but not with the Owner.
27. Superintendent: The Contractor's authorized executive representative, in responsible charge of the Work at all times.
28. 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 there to.

29. Work Order: A written authorization to the Contractor signed by the Owner, concerning the performance of Work and/or the furnishing of materials on a Force Account Basis as provided in General Conditions
30. Work: Everything expressed or implied, required to be furnished and/or done by the Contractor by any one 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 PROPOSER TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT.

1. The Proposer, by and through the submission of his bid, agrees that he shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied himself 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 other conditions surrounding and affecting the Work, and Resident Project Representative: The District Manager or an authorized representative and/or 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 Proposer, in preparing his 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 Proposer shall examine carefully the specifications and Contract Documents, and inform himself 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 him of the obligations and responsibilities assumed under the Contract.

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

2.05 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING - No oral interpretations will be made to any Proposer 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. All such changes or interpretations will be mailed or sent by available means to all known prospective Proposers not later three (3) days prior to the established bid opening date. Each prospective Proposer shall acknowledge receipt of such Addenda in the space provided therefore in the Proposal Form. In case any Proposer fails to acknowledge receipt of such Addenda or Addendum, his bid will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. It is the responsibility of each prospective Proposer to verify that he has received all Addenda issued before bids are open.

2.06 FAMILIARITY WITH LAWS - The Proposer is required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work. Ignorance on the part of the Proposer will in no way relieve him from responsibility.

2.07 PREPARATION OF THE PROPOSAL.

1. **Signature of the Proposer:** The Proposer must sign the Proposal Form in the space provided for the signature. If the Proposer 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 Firm" should be written beneath such signature. If the Proposer is a corporation, the title of the officer signing the Proposal on behalf of the corporation shall be stated and evidence of his authority to sign the Proposal must be submitted. The Proposer 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 Proposer.
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. If forwarded by mail, the bid shall be enclosed in another envelope addressed to Seminole Improvement District, 4001 Seminole Pratt Whitney Road, Westlake, FL 33470 and preferably special delivery, to Ken Cassel, District Manager. Proposals will be received until the date and hour stated in the advertisement for proposals.

- b. The Proposer must submit with his bid an accompanying letter in which he shall list the name and addresses of his major Subcontractors together with the services they will provide. These Subcontractors will be subject to review as to their competency by the Owner prior to award of Contract and shall be one of the considerations in determining the best-qualified Proposer as defined here. After award of Contract, no change in Subcontractors shall be made unless approved by the Owner in writing after the Contractor first includes the reasons for such request to the Owner in writing.
- c. The Proposer shall submit with his Proposal evidence of Landscape Maintenance and financial viability status by providing the following:
 - (1) proof that he maintains a permanent place of business; and
 - (2) proof that he has adequate plant, machinery, manpower and equipment, and can do the Work properly, expeditiously and in a high-quality manner in order to meet time and budget requirements; and
 - (3) proof of recent, current and projected workloads of the Firm, together with evidence of previously awarded contracts to the Firm by others; and
 - (4) proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the Work; and
 - (5) proof that he has successful contractual and technical experience in Work of Similar Contracts, size and scope within Palm Beach County and/or surrounding areas; and
 - (6) proof that he has all valid necessary state, county and local licenses or certificates of competency covering all aspects of the Proposer and the Work detailed in the Contract Documents; and
 - (7) 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.

2.08 DISQUALIFICATION OF PROPOSERS.

- 1. One bid per Proposal Area: Only one bid per Proposal Area or combination of Proposal Areas from an individual firm, partnership or corporation or association under the same or under different names will be considered. Reasonable grounds for believing that a Proposer submits or is financially linked to more than one bid Proposal will cause the rejection of all Proposals in which Proposer is believed to be so identified.

2. Collusion among Proposers: If it is believed that collusion exists among the Proposers, the Proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Proposals for the same Work.
3. Bids will only be accepted from firms or entities having qualified with the DISTRICT in response to the advertised RFP for Landscape Maintenance Contractors.

2.09 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 sixty (60) days after the date of the bids, provided that the Proposer has not been notified that his bid has been accepted.

2.10 MODIFICATIONS OF BIDS - No modifications to the bid will be accepted from the Proposers.

2.11 OPENING OF BIDS - Bids will be publicly opened and read aloud at the appointed time and place stated in the Advertisement for 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. Proposers or their authorized agent are invited to be present.

2.12 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 outcome of the selection criteria ranking and 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 Owner.

2.13 RIGHT TO ACCEPT OR REJECT BIDS - Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Proposers, and the Contract Documents, may be rejected at the option of the Owner. The Owner does not bind himself to accept the minimum bid stated herein, and reserves the right to rank all bids/proposals per the Selection Criteria and accept in its sole and absolute discretion, the Proposer which in the judgment of the Owner will best serve the needs and interest of the Owner.

2.14 AWARD OF CONTRACT

1. The Owner reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the Work contemplated. The Owner reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed 25

percent of the total bid prices for the project. If bids are found to be acceptable by the Owner, written notice will be given to the highest ranked qualified Proposer of the Acceptance of his Proposal and of the award of the Contract to him.

2. If a Proposer to whom a Contract is awarded forfeits and fails to execute the Contract as provided for herein, the award of the Contract is annulled and said Proposer forfeits the posted Proposal Guaranty. The Owner may then award the Contract to the next highest ranked qualified Proposer or the Work may be re-advertised.
3. The Contract will be awarded to the highest ranked qualified Proposer that best serves the interest of the Owner, as determined by the Selection Committee. The following elements, in addition to those noted in the Contract Documents, will be considered by the Selection Committee:

a. Whether each Proposer:

- (1) Has a permanent place of business and a satisfactory location thereof; and
- (2) Owns adequate plant, machinery manpower and equipment, and can do the Work properly, expeditiously and in a high-quality manner; and
- (3) Has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the Work; furnishes financial statements for the prior two (2) years; and
- (4) Has successful contractual and technical experience in Work in Similar Contracts, size and scope in Palm Beach County and/or surrounding areas; and
- (5) Holds all valid necessary state, county, and local licenses or certificates of competency covering all operations of the Proposer and the Work required under the Contract Documents.
- (6) Has evidence that all the Subcontractors he proposes to use hold all valid necessary state, county and local licenses or certificates of competency covering all operations of said Subcontractors.

b. The amount of Work each Proposer, intends to perform with his own organization and the amount of Work he intends to Subcontract.

c. The qualifications of the Subcontractors that the Proposer proposes to use.

4. The Owner also reserves the right to reject the Proposal of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on and in a competent and high-quality manner.

2.15 EXECUTION OF CONTRACT - The Proposer to whom a Contract is awarded will be required to execute in two (2) counterparts the prescribed Contract within ten (10) days from the date of Notice of Acceptance of the Proposer's Proposal, and deliver the executed Contract to the Owner.

2.16 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 himself 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.

2.17 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 Owner, 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 the Seminole Improvement District, 4001 Seminole Pratt Whitney Road, Westlake, FL, 33470, Attention: 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 Owner to such other address as the Owner 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, or in the case of telegrams, at the time of actual receipt thereof.

2.18 TERMS OF CONTRACT

1. The Contract shall be for a period of twenty-four (24) months, commencing upon Notice to Proceed at the price stated in the Proposal. Contract may be extended for two additional twenty-four (24) month periods upon mutual consent of both parties, so long as the increase, if any, in the contract price for the subsequent twenty-four (24) month contract shall not exceed 5% of the prior contract total. The contract will be re-bid if the subsequent twenty-four (24) month extension exceeds 5% of the prior twenty-four (24) month contract price, whether it is the first or second extension.
2. The Seminole Improvement District reserves the right to terminate the Contract in accordance with the provisions of Section 2.30 herein.

2.19 EMPLOYEES - The Contractor shall at all times enforce strict discipline and good order among his 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 him. Subcontractors whose work is unsatisfactory to the Owner or who are considered by the Owner'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 Owner 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 Workmanlike 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.

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

2.21 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 Owner and Resident Project Representative 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 his 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 Owner 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 therefore when caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner 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 him, on the Work. At the time of the execution of the Contract, the Contractor shall furnish to the Owner and the Owners Agent Certificates of Insurance evidencing the existence of the insurance policies as required herein.

2.22 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 hold harmless the Owner and all its officers, 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 himself, his employees, agents or Subcontractors.

2.23 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. He shall make redress for any such damage, injury or loss. He 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 around 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 his 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 Owner upon Contractor submitting proof and documentation to the Owner, and within thirty (30) days of receipt of all necessary documents, Owners 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 him or his employees or Subcontractors, or which he or they might have prevented. The Contractor shall, at all times while the work is in progress, use extraordinary 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 therefore; the same care shall be exercised by all Contractor's and Subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduit, 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.

2.24 INSURANCE

1. The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of his 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 his employees not otherwise protected.

2. The Contractor shall provide and maintain during the life of this Contract, insurance that will protect him, 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 himself 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 Owner, 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 therefrom 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 \$1,000,000.00 in each of three policies as follows:

- a. Comprehensive General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The Owner shall be named as an additional insured.
 - b. Comprehensive Auto Liability Insurance.
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 Owner certificates of such insurance, acceptable to the Owner. 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 Owner.

2.25 AUTHORITY OF OWNER - The Owner 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 Owner 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 owner.

2.26 EXAMINATION OF THE WORK - The authority and duties of the Owner's Resident Project Representative(s) are limited to examining the materials furnished, observing the Work done, and reporting their findings. The Owner 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 Owner 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 Owner or the Resident Project Representative to discover defects or deficiencies in the Work of the Contractor shall not release Contractor from his liability therefore to the Owner, or any other party for any such defects 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.

2.27 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 Owner and Resident Project Representative and in accordance with the requirements of the Contract, within the same time stated in said written notice, the Owner 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 Owner 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 his Contract. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to Owner shall be sufficient cause for the Owner to declare the Contract in default, in which case the Owner 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 him. Any special Work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the Work performed by him.

2.28 EXTRA WORK - The Contractor shall do all extra Work not specified herein that may be ordered in writing by the Owner. 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 Owner and mutually agreed by the Contractor. However, if the Contractor and Owner fail to agree on an equitable price for any extra Work ordered, it shall be performed by using labor, tools, equipment, and materials, as may be specified by the Owner, 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 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 Owner 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 Owner 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 Owner and shall be signed by both the representative of Contractor and Owner referred to herein, one copy being submitted to the Owner and the other being retained by the Contractor.

2.29 CANCELLED 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 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 Owner 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 fourteen (14) calendar days after receipt of such notice, the Owner shall, have full power and authority, without violating the Contract, to take the prosecution of the Work out of hands of the Contractor, 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 Owner, 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 Owner together with the costs of completing the Work under contract, shall be deducted from any monies due or which may become due the Contractor.

2.30 TERMINATION - The performance of Work under this Contract may be terminated by the Owner in the Owner's sole and absolute discretion with a sixty (60) day Notice of Termination, with or without cause, in accordance with this clause in whole, or from time to time, in part, whenever the Owner shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination.

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 Owner 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 Owner, in the manner, at the times, and to extent, if any, directed by the Owner, 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 Owner 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 Owner has or may acquire an interest.
8. Deliver to Owner 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 Owner his 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 Owner. 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 his termination claim within the time allowed, the Contractor shall be deemed to waive any right to any further compensation. The Contractor and the Owner 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 Owner, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner, 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: (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Owner 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 Owner.

2.31 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.

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

2.33 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 Owner. The Contractor shall be as fully responsible to the Owner 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 Owner. 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 Owner may exercise over the Contractor under any provisions of the Contract Documents.

SECTION 3

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 by and between the Seminole Improvement District, Westlake, Florida, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, 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 1. SCOPE OF WORK

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

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 Documents as follows.

ARTICLE III.

The Contractor shall commence Work on _____, 2018 and Work shall be performed in accordance with these Contract Documents.

ARTICLE IV TERMINATION

The District reserves the right to cancel and terminate this contract, in whole or in part, in its sole discretion, upon providing Contractor with Notice of Termination in accordance with Section 2.30 of the General Conditions. Notice of Termination shall be in writing and delivered by certified mail to the Contractor in accordance with Article VII hereof and Section 2.17 of the General Conditions.

ARTICLE V. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

The Contractor has carefully examined the described areas/property and has made sufficient tests and other investigations to fully satisfy him as to site conditions and locations of responsibility.

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 2.27 of the General Conditions of such failure to perform said Work shall be paid for out of any monies due or which may become due so as to recover reasonable cost for such Work from the Contractor.

ARTICLE VI. CONTRACT DOCUMENTS

THIS CONTRACT SHALL INCLUDE:

Notice to Proposer
Instruction to Proposers
General Conditions
Contract / Agreement
Landscape Maintenance Bid Form 2018
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: Seminole Improvement District
c/o Inframark
4001 Seminole Pratt Whitney Road
Westlake, FL. 33470

Attn: District Manager

CONTRACTOR: _____

ARTICLE VIII. STORM RESPONSE

In the event of a severe storm-related event, including but not limited to a tropical storm or a hurricane, causing damage to the landscaping within the District, Contractor shall take the following steps:

A. **Pre-Storm**. If it is determined by the National Hurricane Center or other government entity that the area where the District is situated will potentially be impacted by a severe weather event, tropical storm, hurricane, or other natural disaster, the following steps shall be taken prior to such a potential event:

1. If at all possible, Contractor shall meet with the District Manager or his designee on-site at least 72 hours prior to the potential event;
2. The District and Contractor will select a temporary staging area for the collection of debris with GPS coordinates; such site shall have easy access with no overhead obstruction (i.e. power lines), and the site shall be secure so that only debris from the District is deposited there
3. Contractor shall clean all storm drains of obstructions prior to the potential event;
4. Contractor, with the District Manager or his designee, shall inspect all trees and landscaping to identify items that should be addressed prior to the potential event (i.e. necessary trimming);
5. Contractor shall receive from the District and then distribute the same to its supervisors and account managers, a list of emergency numbers for utilities and District personnel, which list shall be maintained and utilized by Contractor and Contractor personnel and agents in, connection with response to the storm-related event.
6. After the disaster event, Contractor and the District Manager or his designee shall respond in accordance with the following Post-Storm stipulations.

B. Post-Storm

1. Within twelve (12) hours after the disaster event, Contractor shall appear on site, an evaluation of the District shall be performed to identify any hazards related to the landscaping, and the Contractor shall arrive with a crew prepared to clear all roadways and sidewalks to ensure safe and clear passage for emergency and public safety vehicles and pedestrian traffic. The crew shall arrive on site equipped with all necessary tools and equipment to perform such task.
2. Any hazardous areas, which are the result of downed power lines or other utilities, shall be avoided, secured and the appropriate utilities notified.
3. Check the following websites to determine if the location of the District is included in an area that has been declared a disaster: (1) <http://www.fema.gov> and (2) <http://www.floridapa.org>
4. Complete the form requesting public assistance (RPA) with correct information and all contact information for Primary and secondary Contact persons. The form can be found at www.floridapa.org
5. The District will be notified of a "Kick Off" meeting where information from state and federal representatives will be provided to explain how the application process is to proceed.
6. On-site, all roadways and sidewalks should be cleared to ensure safe passage for emergency vehicles, public safety vehicles, and pedestrian traffic.
7. Document all activities generating a cost that may be part of a District claim for reimbursement from either the state or federal government. Such documentation shall include, but not be limited to, the following:
 - a. Photographs of all damage to District structures and landscaping;
 - b. Accurate measurements (cubic yards) of any debris to be removed. The trucks removing and hauling debris must be certified in accordance with state and federal rules for reimbursement, copies of all dump tickets shall be provided to the District, and the dumpsite address(es) for each dump ticket shall be identified.
 - c. Provide an independent monitor to document each load of debris;
 - d. Maintain and provide a record of all employee's and timesheets for work associated with storm response;
 - e. Identify the type of equipment utilized (i.e. fuel consumption and hours of operation for chainsaws, backhoes, shovels, and other equipment - excludes hand tools);

- f. Coordinate with the District with respect to the use of any temporary staging site for debris and ensure that the proper permit has been obtained from the EPA;
- g. Provide a GPS in connection with stump removal and any temporary staging site(s), identifying locations within the District;
- h. Provide copies to the District of all invoices, noting man hours, equipment used, dates, and times.

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. (*)

Attested By: Seminole Improvement District, Palm Beach County, Florida

Secretary/Assistant Secretary

President

District Manager

Signed, Sealed and Witnessed in the presence of:

As to Contractor (*):

Attest:

By:_____

(*) 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.

SECTION 4

PROPOSAL FOR LAWN / LANDSCAPE MAINTENANCE

Proposal of:

(name)

(address)

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

"Lawn / Landscape and within the Seminole Improvement District"

Gentlemen:

The undersigned, as Proposer, 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 Proposer further declares that he has examined the site of the Work; that he has made sufficient investigations to fully satisfy himself 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 his experience and from professional advice that the Specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Notice of Proposal, Instructions to Proposers, Proposal, Contract, General Conditions, and he has read all Addenda prior to the opening of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Proposal pertains.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Owner 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.

Each Proposer 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 Proposer for all areas described in the Proposal or may award multiple Contracts to different Proposers for any one individual Proposal Area or combination of Proposal Areas.

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

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

The undersigned agrees to accept full compensation therefore from 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 Contractor and the Owner. However, in utilizing the schedule, the Proposer agrees that in no event shall the compensation paid to Proposer under the Contract exceed the dollar amount of the Proposer's Proposal amount.

Proposer's Certificate No. _____

Proposer's Occupational License _____

WITNESS

By: _____

Signature of Authorized Agent

**SEMINOLE IMPROVEMENT DISTRICT LAWN /LANDSCAPE BID
SPECIFICATIONS**

**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 areas as detailed below:

5.02 TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS: TURF

General

- Turf in built-up areas at the Project is primarily St. Augustine “Floritam”. Bahia sod is to be used in less visible areas and on lake banks.
- Set mower blades for St. Augustine “Floritam” to 3-½” to 4” high.
- St. Augustine “Floritam” is to be cut before the leaf blades are 5” high.
- St. Augustine “Floritam” clippings are to remain in place after cutting.
- Turf on lake banks at the Project is Bahia.
- Set mower blades for Bahia turf to 3” high:
- Maintain height Bahia turf at 3” high;
- Bahia turf is to be cut when the leaf blades are no more than 4” high;
- Bahia turf clippings are to remain in place after cutting.
- Clippings are to remain.

Equipment

- Cutting blades are to be sharpened before every cut event to eliminate turf tearing.
- A rotary type gasoline-powered edger shall be used.
- Edgers using string technologies are allowed only with the following exceptions:
 - Rough-cut lake banks; -
 - Around hard elements in the landscape where rotary type edgers are impractical.
- Use a rotary-type edger to establish bed lines where turf meets shrub beds.
- Use a rotary-type edger where turf of any species is adjacent to pavement, including sidewalks.
- In no case is herbicide to be used to edge sod.
- The Contractor may use a blower to clear turf clippings from paved areas.

Execution

- St. Augustine “Floritam” turf is to be maintained at height described under *General*
- Edging of turf at sidewalks, buildings and other hard edges is to be performed at the same frequency as mowing.
- Edging of turf adjacent to tree, palm, shrub, or patio tree beds is to be performed at least every other time the sod is cut.
- Bahia turf is to be maintained at the height described above.
- Do not cut wet grass.
- Remove all foreign objects from turf before mowing.
- Alternate mowing directions with each mowing event.
- Adjust cutting height by setting the mower on a driveway or sidewalk and using a ruler to measure the distance between the ground and the blade.

TECHNICAL SPECIFICATIONS: TREES AND PALMS

Plant List for Palms

- **Bismarckia nobilis ‘Silver’**
 - Trim flower stalks as they emerge
 - Potassium, manganese, and boron deficiencies will not occur with use of fertilizers specified elsewhere in this Document.
 - Prune only leaves that are completely dead - early pruning attracts Palmetto
 - Weevil.
 - Inspect monthly: Palmetto Weevil in leaf bases, Scale insects.
- **Chamaerops humilis**
 - Inspect monthly: Graphiola Leaf Spot, Scale insects.
 - Potassium, manganese, and boron deficiencies will not occur with use of fertilizers specified elsewhere in this Document.
- **Livistona decipiens**
 - Potassium, manganese, and boron deficiencies will not occur with use of fertilizers specified elsewhere in this Document.
- **Phoenix sylvestris**
 - Maintain initial palm frond cut pattern as specified by the Landscape Architect.
 - Remove basal aerial roots.
 - Inspect monthly: Fusarium wilt, Thielaviopsis Trunk Rot, Texas Phoenix
 - Palm decline, Lethal Yellowing, Silky Cane Weevil.
 - Potassium, manganese, and boron deficiencies will not occur with use of fertilizers specified elsewhere in this Document.
- **Ptychosperma elegans**
 - Inspect monthly: Nitrogen deficiency, Palm Aphids, Scale insects.
 - Inspect for freeze damage when temperatures are 35° or below.
 - Potassium, manganese, and boron deficiencies will not occur with use of fertilizers specified elsewhere in this Document.
- **Thrinax radiata**
 - Do not remove fronds below horizontal presentation.
 - Potassium, manganese, and boron deficiencies will not occur with use of fertilizers specified elsewhere in this Document.
 - Inspect monthly: Aphids, Scale insects.
- **Florida Royal Palm**
 - Potassium, manganese, and boron deficiencies will not occur with use of fertilizers specified elsewhere in this Document.
 - Inspect monthly: Royal Palm Bug, particularly in the spring.

- Developing aerial roots may be covered with mulch.
- **Sabal Palmetto**
 - Inspect monthly: Potassium deficiency, Palmetto Weevil.
 - Incipient palm diseases not yet present in Palm Beach County but possible include Texas Phoenix Palm Disease, causing rapid defoliation; contact Owner if spotted.
 - Potassium, manganese, and boron deficiencies will not occur with use of fertilizers specified elsewhere in this Document.
- **Bucida Duceas - Shady Lady**
 - Staining by the "Black Olive Tent Caterpillar" occurs episodically and results from the frass of the offending insect, not the leaves. Treatment of the tree is not needed. Power washing will clear pavement.
- **Bursera simaruba**
 - Low wind resistance indicates tight pruning of isolated trees. Croton Scale seen since 2008 treated similarly to Rugose Spiraling White Fly.
- **Ficus rubiginosa**
 - Occasional scale and/or mites; usually not treated.
- **Ilex cassine**
 - Mites seen infrequently on trees subject to drought stress; galls form in response to fungal infestations.
- **Quercus virginiana**
 - Newly planted trees are sometimes attacked by various borers; regular fertilization and water are the best defense. Galls can occur anywhere and are generally of no concern. Scales and/or aphids are not often seen, usually controlled by other insects.
- **Delonix regia**
 - Very fast growing tree requiring early shaping to establish desired spreading canopy; caterpillars are seen from time to time but trees defoliate. A rare fungus attacks the roots, not often seen in healthy trees. A very messy tree requiring attention to leaf drop and pod drop.
- **Jacaranda mimosifolia**
 - A very messy tree requiring attention to leaf drop and pod drop.
- **Koelreuteria elegans**
 - Very fast growing tree requiring attention to branching to assure a healthy tree; subject to Verticillium wilt (prune affected branches); no chemical treatment exists. Proper fertilization essential.
- **M. grandiflora "DD Blanchard"**
 - Magnolia generally needs continual care and proper fertilizer to perform well in Zone 10 or above; subject to Verticillium wilt (prune affected branches); no chemical treatment exists. Proper fertilization and irrigation is essential.

- **Tabebuia caraiba**
 - Somewhat brittle-prune to reduce wind load. Weakened when subjected to frost.

General

- Palms: Perform regular weekly inspection paying particular attention to premature yellowing of older fronds.
- Perform regular weekly inspection paying particular attention to misshapen terminal buds.
- Perform regular weekly inspection looking for Ganoderma fruiting bodies; inform Owner immediately if found.
- Palms: Pruning to comply with the University of Florida document “Pruning Palms” by Timothy Broschat, which is included herein by reference and available on the internet: <http://edis.ifas.ufl.edu/ep443>.
- Trees: Inspected weekly, paying particular attention to deformed leaves or misshapen branches.
- Trees: Prune every other year starting with the third year after planting (Owner will provide installation date).
- Trees: Tree pruning and shaping to be performed by or under the direct supervision of an International Society of Arboriculture Board Certified Master Arborist.

Material

- Use Fertilizer specified elsewhere in this document.
- Treatment of disease to be performed by licensed pest applicator.

Execution

- Use fertilizer specified elsewhere in this document.
- Palms in turf or shrub beds do not need additional fertilizer treatments unless specified by the landscape architect.
- Trees are to be pruned in compliance with the University of Florida document “Pruning Shade Trees in Landscapes: A Plan for Training Shade Trees” by Edward Gilman, available on the internet (<http://edis/ifas/ufl.edu/ep276>) and which is included herein by reference.

TECHNICAL SPECIFICATIONS: SHRUBS AND MULCH

Plant List and Special Considerations for Shrubs Requiring Height Control: Owner specifies special and additional maintenance steps and precautions for the following shrubs requiring height control that require the following species-specific handling: nothing in these special handling notes shall relieve the Contractor of any horticultural best practices or other requirements herein:

- *Podocarpus makii* - maintain design height according to Landscape Architect's design plans.
- *Acalypha wilkesiana* - maintain design height according to Landscape Architect's design plans; trim annually April - June to 6' below desired finish height.
- *Acalypha wilkesiana* 'Yellow' - maintain design height as directed by Owner; trim annually April - June to 6' below desired finish height.
- *Chrysobalanus icaco* - maintain design height according to Landscape Architect's design plans; trim annually April - June to 6' below desired finish height.
- *Clusia guttifera* - where visually close take care to avoid leaf scarring when pruning; maintain design height according to Landscape Architect's design plans; trim annually April - June to 6' below desired finish height; remove internal aerial roots after year 5 if needed.
- *Ficus mac.* 'Green Island' - maintain design height according to Landscape Architect's design plans; trim annually April - June to 6' below desired finish height. May be trimmed to 14-16" every second year where desired height is 24" ±.
- *Galphimia gracilis* - does not respond well when cut back to wood; where visually close, hand trim without shears as stems are brittle and can be hand snapped. The plant can be maintained at 3-4' with this technique. By trimming the tallest 25% of rising stems to a point 12" below the desired crown; cycle the tallest shoots down into the body of the plant.
- *Hamelia patens* 'Compacta' - inspect closely when temperatures are below 32°. Intent is to maintain a height of 30"-60", depending on location.
- *Ilex vomitoria* 'Stokes Dwarf' - allow plants to grow into each other forming a solid bed; do not 'round' each plant. This cultivar is male only. Any pruning or shaping to leave lower plant parts unshaded and exposed to full sun.
- *Jatropha integerrima* - encourage multiple stems. Leaf miner if present usually superficial.
- *Myrcianthes fragrans* - encourage multiple stems.
- *Plumbago auriculata* - pruning or shearing to shape when necessary is when dormant only as *Plumbago* flowers on current growth. Occasionally check for cottony scale or mites.
- *Podocarpus macrophyllus* 'Dwarf Pringles' - be aware of scale and sooty mold, particularly on shaded plants or plant parts. Treat any magnesium deficiency with specified fertilizer as shown elsewhere in this document.

- *Psychotria nervosa* - very cold tender. Plants in full sun may show chlorosis; treat with specified fertilizer (below).
- *Schefflera arbuticola* ‘Trinette’ - may be trimmed or shaped at any time. Beware of occasional scale or spider mites, particularly on plants growing in shaded areas or on shaded plant parts.

Plant List and Special Considerations for Shrubs Requiring No Or Limited Height Control:

The Project includes the following shrub species that do not require height control and that require the following species-specific handling; nothing in these special handling notes shall relieve the Contractor of any horticultural best practices or other requirements herein:

- Annual Color
- *Chrysobalanus icaco* - no known issues. May be shaped anytime of the year.
- *Equisetum hyemale* - no known issues other than a tendency to spread.
- *Serenoa repens* ‘Cinerea’ - be aware of scale or sooty mold. Trim brown fronds only.
- *T. dactyloides*: annually cut the entire plant to 3” above the ground no later than September 15th each year; perform annual fertilization no later than August 15 of each year; cut to be made horizontally (do not ‘teepee’ or haystack’).
- *Muhlenbergia capillaris*: annually cut the entire plant to 3” above the ground no later than September 15th each year; perform annual fertilization no later than August 15 of each year; cut to be made horizontally (do not ‘teepee’ or haystack’).
- *Nephrolepis exaltata* - watch this plant for slugs, snails, mealy bugs, mites, and scale; presence of denuded frond rachis is indicative. Fungus may appear when wet.

Mulch

- Mulch in all areas at the Project is Grade B Coco Brown mulch, processed twice to minimize fines.
- Settled mulch depth is measured two to four weeks after application.

General

- Shrub pruning to be consistent with University of Florida publication “Pruning Landscape Trees and Shrubs” by Edward Gilman which is included in here Specifications by reference and available on the internet: <http://ufdc.ufl.edu/IR00002901/00001>.
- Annual shrub pruning is specifically discouraged in favor of incremental trimming as needed.
- Shrubs are to appear naturalistic and informal within two weeks after pruning.
- Shrubs are to appear with optimal form and flowering during the annual winter season of December through April or where optimal for the species.

- Plant material in shrub beds unless excepted below are to be managed in a manner that encourages natural spreading of the materials, forming a solid monoculture. All pruning shall encourage bedding plants to grow into a solid mass of materials.
- Maintain a clear separation between dissimilar shrubs in the same bed.
- Shrubs and groundcovers are to be thoroughly inspected for insect or other pest infestation and for any indication of water stress each time the turf is cut.
- Turf cutting schedules notwithstanding, all shrubs are to be inspected weekly for pests or water stress.
- Any shrub in which infestation has affected function or appearance shall be replaced by the Contractor at the Contractor's expense.
- Each species will maintain a natural, organic and species-characteristic form.

Materials

- Use only scissor style cutter (anvil cutters are not to be used). Sharpen tools before each pruning event.

Execution

- Remove diseased plants from the site immediately.
- The following shrub-related tasks are to be performed when turf is cut:
- Remove spent flowers.
- Examine all plant material and turf for early signs of pest infestation or other damage.

TECHNICAL SPECIFICATIONS: PATIO TREES

Plant List and Special Considerations for Small Woody Trees with Multiple Trunks (Patio Trees):

- **Clusia Tree/ Pitch Apple**
 - Do not shear. Remove seeds in late summer after they fall and before they germinate.
 - On lake banks or other open areas, do not restrict height while maintaining a commensurate width.
 - All pruning or trimming of Clusia is to encourage the appearance of a small tree with exposed, multiple trunks; the head is to appear managed but informal with no formal shaping.
 - No mechanical trimming devices aside from hand sheared are to be used on Clusia.
 - Trimming of Clusia to occur annually between April 1st and September 1st.
- **Ligustrum japonicum**
 - Do not shear.
 - All pruning or trimming of Ligustrum is to encourage the appearance of a small tree with exposed, multiple trunks; the head is to appear managed but informal with no formal shaping.
 - No mechanical trimming devices aside from hand sheared are to be used.
 - Trimming to occur annually between April 1st and September 1st.
- **Lagerstroemia indica:**
 - Do not dead-head; allow natural branching and overall vase-shape. Remove dead wood and spent flower stalks only. Flowers may be pinched in January or February to increase flowers.
 - Inspect weekly for powdery mildew and aphids/ sooty mold.
 - Pruning to comply with University of Florida document “Pruning Crape Myrtle”, made part of these Specifications by reference and available on the internet:<http://gardeningsolutions.ifas.ufl.edu/care/pruning/pruning- crapemyrtles.html>.
- **Tabebuia caraiba**
 - Inspect for damage when temperatures are 32° or below.
 - Inspect for damage following heavy winds.

General

- Patio Trees are composed of exposed multiple trunks supporting a full head.
- The head portion of patio trees is to be maintained in a naturalistic form and is not to be pollarded, shaped, or in any way cut into a geometric form.

Materials

- Fertilizer for Patio Trees is specified below in TECHNICAL SPECIFICATIONS: FERTILIZATION and PEST CONTROL.

Execution

- Patio trees in shrub or turf areas to be fertilized at the same rate as the surrounding turf or shrubs.

TECHNICAL SPECIFICATIONS: FERTILIZATION, PEST CONTROL

General

- Fertilizer specifications contained herein assume that the soils at the District are consistent with soils found generally in Palm Beach County Florida.
- Perform annual soil testing at sites selected with the Owner. Samples to be tested by the University of Florida Extension Office in Palm Beach County, Florida, or by third party laboratories as needed.
- Where soil sample reports differ from normal and usual soil sample reports for Palm Beach County, inform the Owner immediately and stop all fertilization.
- Soils are predominantly sandy and highly porous.
- Fertilizer application to be consistent with the requirements of Palm Beach County Florida Friendly Fertilizer Usage Ordinance.
- No provision in these Specifications shall be construed as to conflict with any law or regulation governing or regulating the specification or application of pest control or other similar regulated substances.
- It is understood that “The Label Is The Law” and that no fertilizers or any other compound may be applied without strict compliance with package labeling.
- It is the desire of the Owner to implement an IPM (integrated pest management) program in conjunction with regular plant material maintenance requiring that the grounds must be visually inspected on a weekly basis by an experienced and licensed pest-control applicator to check for signs of insect or other pest infestation.
- It is understood that the Owner may accept a low but episodic level pest population before allowing chemical control agents. Contractor to inform the Owner of pest presence and level before taking action.
- Pest control agents are to be used only on an “as-needed” basis. Repeat or follow-up treatments are to be performed as required.
- No pest control agents are to be applied without informing the Owner.
- Weeds in groundcover and shrub beds will be discouraged through the implementation of the above procedures.
- Weeds in groundcover and shrub beds will be discouraged through the encouragement of monoculture plantings providing full plant coverage in each bed.
- The Contractor shall pull by hand any weeds greater than 4" high.
- Contractor to provide evidence to the Owner that materials used executing this work have been purchased and applied. Owner may request:
 - Invoices from suppliers for fertilizers or pesticides;

- Photographic evidence showing fertilizers on the ground and in concentrations demonstrating that fertilizers have been applied at the specified rate.

Materials

- Base fertilizer for all plant material to be University of Florida “Improved Palm Special” 8-2-12-(4Mg) or 8-0-12-(4Mg), with the following sources:
 - Total Nitrogen 8% water soluble with 5.60 units (min) slow release N from polymer coated sulfur coated urea;
 - Available Phosphate P₂O₅ 2%;
 - Soluble Potash K₂O 12% with minimum 8.40 units polymer coated sulfur coated potash;
 - Chlorine < 2%;
 - Total Mg 4% with 4% water soluble sulfur coated or kieserite;
 - Total Manganese Mn 2% with 2.00% soluble (0.1 - 0.2% if chelated; (no oxides or sucates);
 - Boron B .15% (Granubor© preferred);
 - Total Copper cu .15% (no oxides or sucates);
 - Total Zinc Zn .15% (no oxides or sucates);
 - Total Iron Fe .03% with .03% chelated (no oxides or sucates);
 - Total sulfur S 12% with 5.0% Free Sulfur and 7.0% Combined Sulfur.
- Contractors shall conform with FS 482 (Department of Health and Rehabilitative Services (HRS)), which requires that anyone either soliciting or performing Horticultural Pest and Disease Control to have obtained a license from HRS.
- Pest control agents are to be rotated on a regular basis; the Contractor shall provide the Owner with a list of materials used.
- Applications are to be made in strict accordance with the recommendations of the manufacturer and the recommendation of the licensed pest control applicator. The Contractor shall supply the Owner with the manufacturer's specifications. Do not apply materials when winds are above 10 MPH, or when rain is expected.

Execution

- Fertilizer application rates are subject to revision with the findings of the annual soil sampling.
- Fertilizer from bags must be mixed before application to allow Boron and other duty materials to uniformly mix.
- St. Augustine: Do not apply fertilizer within 60 days of planting.
- Fertilizer application rates for fertilizer specified above:

- St. Augustine 'Floritam' Turf: Apply 4-6 pounds N per year 4-6 times per year;
 - Bahia Turf: apply 2# N/1,000 SF 3 times per year with general property fertilization; skip when dormant;
 - Shrubs: 2# to 4# N/1,000 SF 4 times per year;
 - Trees: 2# to 4# N/1,000 SF 4 times per year;
 - Patio Trees: 2# to 4# N/1,000 SF 4 times per year;
 - Palm Trees: 1.5#/ 100 SF of canopy 3 times per year.
- Weeds may be controlled through a regular application of a post-emergent contact herbicide with a short decomposition rate (RoundUp®). Post-emergent treatment shall not be applied until planting beds contain glyphosate sensitive materials, such as Cocoplum.
 - Apply contact herbicides with a narrow-jet spray device. Do not allow contact herbicides to come in contact with desirable plant material.

IRRIGATION MAINTENANCE

General

- The irrigation system at the Project is currently providing 100% overlap and reliable coverage.
- Irrigation system is a Rainbird two wire system with Rainbird heads and valves and Rainbird two-wire clocks with 200 stations.
- Irrigation control is the Rainbird IQ Platform with IQ-Cloud v3.0 software:
- Contractor Key Person will be responsible for installing and maintaining the IQ-Cloud software on a personal iPhone or Android device;
- Contractor Key Person is to respond to all IQ-Cloud generated alerts as emergencies.
- Irrigation system maintenance is part of this work and includes routine head clearing, spray adjustments, and timer adjustments.
- Irrigation water management is part of this work. The contractor will be required to program, operate and analyze the IQ™ v3.0 Central Control System Software in order to remotely monitor the ESP-LX Series Controllers.

Materials

- It is understood that irrigation spray and rotor heads may require adjustments as plant material grows.
- When riser heights must be adjusted:
- Use 3/4" Schedule 80 PVC with cleaner and solvent suitable for PVC.
- Risers are to be a single piece of pipe with no couplers visible.
- Exposed PVC risers to be painted with Rust-Oleum Universal Flat Black Rust Resistant Enamel spray paint: Lowe's Item # 233317 or approved equal.
- Substitution of manufacturers is not allowed without Owner approval.
- Rain Bird IQ™ v3.0 Cloud is the following hardware for setting up the IQ Central Control System:
- Rain Bird ESP-LX Series Controller (LXME or LXD)
- Rain Bird IQ NCC Network Communication Cartridges to interface with the system controllers
- (IP based irrigation controllers-Wi-Fi, Ethernet, Cell) (IQ Spread Spectrum Radio for Client Satellites)

Execution

- The Contractor shall visually inspect the irrigation system on a per-visit basis, and shall immediately repair any damaged heads or other equipment up to a total construction cost of \$250.00.
- Repair all emergency leaks or system malfunctions that would lead to property damage immediately and contact Owner immediately.
- Perform the following once per month:
 - Check clocks for correct duration and start/stop times.
 - Observe every spray head and rotor, affirming that coverage is uniform and that overspray is limited.
- The contractor shall program and operate the system to maximize the features of the ESP-LX Series controllers and IQ™ v3.0 software to the most efficient manner possible, while effectively managing the water budget and local mandates— such as flow management, ET-based programming, communication options and alarm notifications.
- The contractor shall program the system to provide alerts to multiple users identified by the owner. In addition to the contractor, alerts will be sent to designated representatives from Seminole Improvement District and Minto Communities, Florida. The contractor shall have the primary responsibility to immediately respond to and take corrective action for any system alerts that may lead to system failure, wasted water or property damage. The contractor will advise the SID and Minto representatives when the corrective action has occurred and coordinate as necessary with these entities to maintain system integrity.
- The Contractor shall visually inspect the irrigation field controllers on a weekly basis and immediately react to alarms and repair any damaged equipment.
- The Contractor shall perform the following system functions once per week for the first year of installation and respond to concerns as required to properly manage the water use and electrical wiring:
 - Line Survey System Diagnostics
 - Flow Report

GENERAL CLEAN UP

General

- Routine clean-up of trash and other materials on the site and in the parking areas, including below the buildings, is part of this work.
- Clean the entire site with a mechanical blower at the end of every routine site visit.
- Whenever a required work task is performed, inspect the immediate area for trash. Inspect paved areas whenever mowing is performed.

Storm Damage

- The Contractor shall inspect the property during regular hours to prevent or minimize damage during threats of stormy weather.
- Repair work necessary due to storm damage beyond the scope of this agreement shall be paid as extra work based on established unit prices provided by the Contractor,
- The Contractor shall be familiar with all FEMA, State, County and City rules and regulations. The Contractor will be responsible for documenting all work including debris removal, meeting with agencies and the filing of applications to ensure the District complies and receives all available reimbursements for the cost of storm / hurricane clean up or any other event that causes damage to District property.
- Contractor shall provide a hurricane response plan annually prior to the last day of March.
- Where minor debris or fallen trees within the contractor's normal capacity to remove or right to stake exist, contractor shall perform inclusive of the contract amount.
- Substitution of any specified materials, plant materials etc. shall not be allowed without approval by the Client.

Traffic Control

- The Contractor shall comply with the laws, ordinances, rules and or requirements of the State, County and City for the maintenance of traffic (MOT) when servicing the Seminole Improvement District, as well as, provide the Seminole Improvement District with a MOT Certification and a copy of the Contractor's MOT policy which shall be site specific to the Seminole Improvement District.
- The Contractor shall be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards, or any other related documents so as to become familiar with all applicable laws, ordinance, rules or requirements as they shall apply to providing services and servicing the Seminole Improvement District.
- The Contractor shall be responsible for ensuring that at no time landscaping (plants, shrubs, trees, etc.) or vehicles being used to perform or deliver service create a sight or hindrance problem / concern for vehicles or pedestrians.
- The Contractor shall be responsible for ensuring all employees, service providers and sub-contractors working under or as a part of the Contractors agreement with the Seminole Improvement District are supplied, equipped and required to wear all applicable safety clothing whenever on the Seminole Improvement District site.

Implementation

- Contractor shall provide a written maintenance schedule for all services to the Seminole Improvement District Manager and Owner's Resident Project Representative no less than three (3) days prior to the start of each month in which the services shall be performed.
- Contractor shall indicate **in advance** if any of its personnel are subcontracted.
- Contractor shall provide copies of all licenses, certifications and any other documentation required by Palm Beach County, The City of Westlake, the State of Florida and any Federal laws/rules or ordinances.
- No work shall be permitted on Saturday or Sunday without prior authorization from the Seminole Improvement District. No work shall be permitted on holidays unless it is deemed an emergency.

Payment Retention

Monthly invoices will be paid less a 10% retainage. This retainage is held to satisfy inspection report items and determine that no contracted services were deemed incomplete or insufficient. This written report shall be referred to as the punch list which will identify the item(s) and provide a time period to rectify. Punch list items that persist beyond the allotted cure period will result in a forfeiture of the retainage or a portion as determined by the District Manager at the quarterly review.

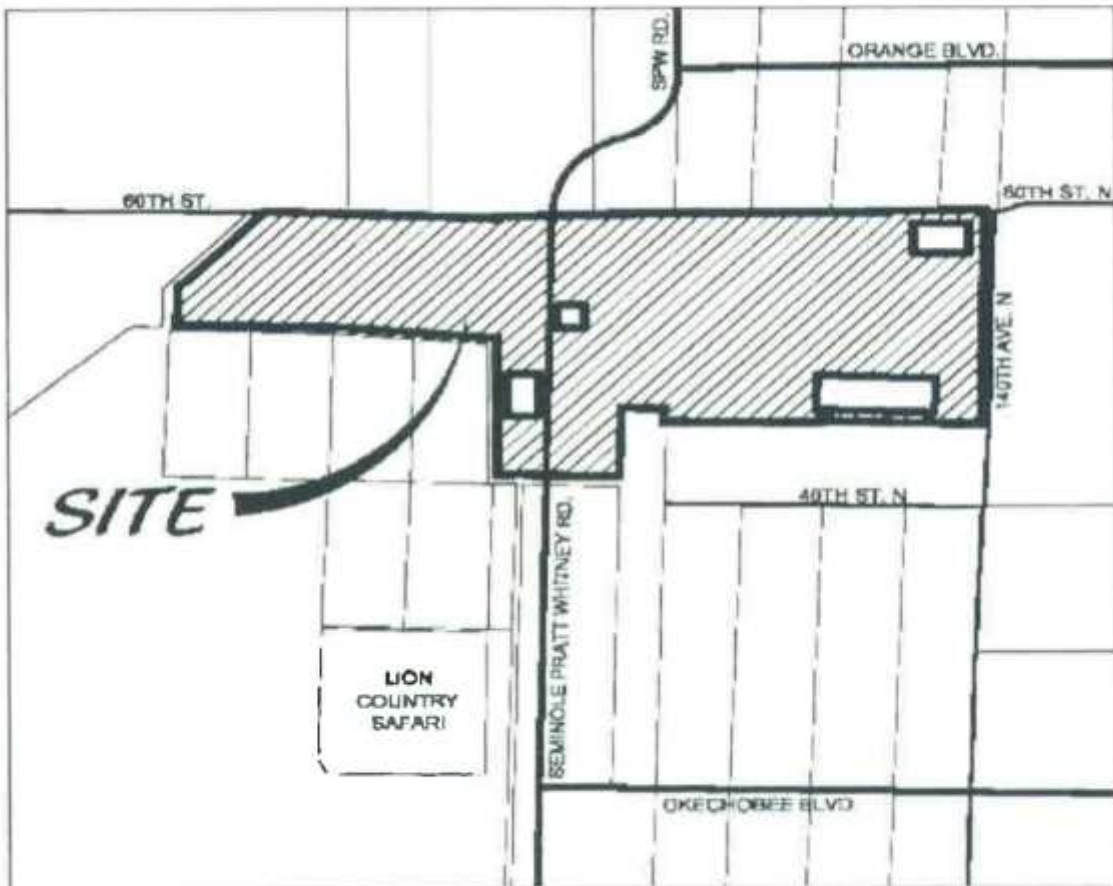
Again, the District Manager and District Board (as Selection Committee) will review and evaluate the supplemental information provided by the Proposer/Contractor and assign an appropriate value as a part of the selection process/criteria.

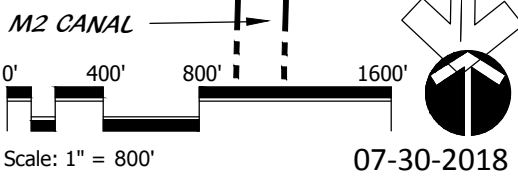
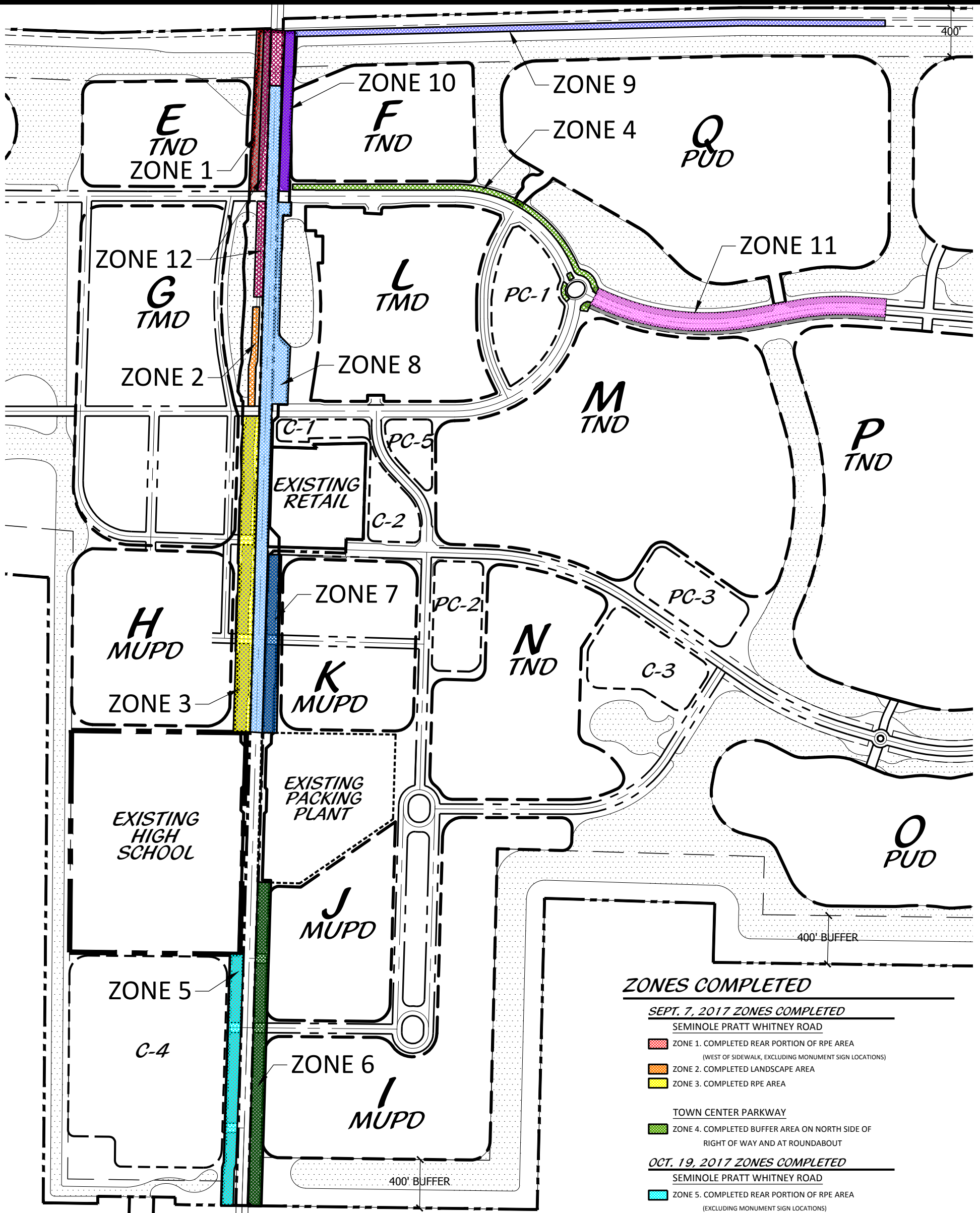
Service Area

The Service Area is shown on the following Location Map.

Map of the Service Area

LOCATION MAP





NOTE: LANDSCAPE ZONES COMPLETED DO NOT INCLUDE OPTIONAL TERMINAL LANDSCAPE PORTIONS, 15' OF BAHIA SOD ALONG BACKSIDE OF RPE AREAS, OR PUNCH LIST ITEMS TO BE COMPLETED.

LEGEND

RURAL PARKWAY BUFFER AREA

SUBSTANTIAL COMPLETION: SEPTEMBER 7, 2018
WESTLAKE RPE LANDSCAPE INSTALLATION LOCATION EXHIBIT

ZONES COMPLETED

SEPT. 7, 2017 ZONES COMPLETED

SEMINOLE PRATT WHITNEY ROAD

- ZONE 1. COMPLETED REAR PORTION OF RPE AREA (WEST OF SIDEWALK, EXCLUDING MONUMENT SIGN LOCATIONS)
- ZONE 2. COMPLETED LANDSCAPE AREA
- ZONE 3. COMPLETED RPE AREA

TOWN CENTER PARKWAY

- ZONE 4. COMPLETED BUFFER AREA ON NORTH SIDE OF RIGHT OF WAY AND AT ROUNDABOUT

OCT. 19, 2017 ZONES COMPLETED

SEMINOLE PRATT WHITNEY ROAD

- ZONE 5. COMPLETED REAR PORTION OF RPE AREA (EXCLUDING MONUMENT SIGN LOCATIONS)
- ZONE 6. COMPLETED RPE AREA (EAST OF SIDEWALK, EXCLUDING MONUMENT SIGN LOCATIONS)

FEB. 21, 2018 ZONES COMPLETED

SEMINOLE PRATT WHITNEY ROAD

- ZONE 7. COMPLETED RPE AREA

March 9, 2018 ZONES COMPLETED

SEMINOLE PRATT WHITNEY ROAD

- ZONE 8. COMPLETED MEDIANS AND LANDSCAPE AREAS
- ZONE 9. COMPLETED RPE AREA

May 1, 2018 ZONES COMPLETED

SEMINOLE PRATT WHITNEY ROAD

- ZONE 10. COMPLETED RPE AREA (EXCLUDING MONUMENT SIGN LOCATION)

July 30, 2018 ZONES COMPLETED

TOWN CENTER PARKWAY

- ZONE 11. COMPLETED RPE AREA

September 7, 2018 ZONES COMPLETED

SEMINOLE PRATT WHITNEY

- ZONE 12. COMPLETED RPE AREA (EXCLUDING MONUMENT SIGN LOCATION)