

EXTERIOR LANDSCAPE MAINTENANCE  
BID PACKAGE, SPECIFICATIONS & CONTRACT

GRAND OAKS COMMUNITY  
DEVELOPMENT DISTRICT

Management Company:  
Inframark Management Services

RFP Issue Date: March 13, 2023  
Pre-Proposal Meeting Date: March 24, 2023, 10:00 a.m.  
Response Date: April 7, 2023, 3:00 p.m.  
Selection Date: TBD  
Vendor Start Date: June 1, 2023

# BID PACKAGE

## EXTERIOR LANDSCAPE MAINTENANCE

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**Exterior Landscape Maintenance Service Agreement**

Exhibit "A": Service Description and Specifications

- I. Mowing (42 Times Per Year)
- II. Pond Mowing
- III. Edging (20 Times Per Year)
- IV. Trimming (40 Times Per Year)
- V. Weeding (52 Times Per Year)
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Exhibit "B": Maintenance Map

# REQUEST FOR PROPOSAL

## EXTERIOR LANDSCAPE MAINTENANCE

### 1.1 Introduction

This request for Proposal ("RFP") is issued by Grand Oaks Community Development District (owner) and Inframark Management Services (Management Company), to solicit competitive proposals for Exterior Landscape Maintenance of the Grand Oaks Community Development ("CDD") in St. Augustine, Florida. The RFP includes complete bidder's instructions, a detailed scope of work, proposal bid forms, and the Landscape Maintenance Agreement ("Service Agreement").

### 1.2 Service Agreement Term

Owner and the selected Maintenance Contractor ("Contractor") will execute a Service Agreement for a term of one (1) year, with the option to extend the agreement up to two (2) annual terms, upon mutual agreement. Upon expiration of the current term, Contractor shall perform the services on a month-to-month basis until either Party has provided the other Party with 30-day written notice of its election to renew or terminate the Contract.

### 1.3 Bidder Instructions

Sealed proposals are invited for all work as defined, suggested, or implied in the attached Service Agreement, entitled "Grand Oaks CDD Exterior Landscape Maintenance Service Agreement", in St. Augustine, Florida, as well as any addenda issued to Bidders prior to the submission of proposals.

This RFP does not guarantee that a Service Agreement will be awarded. Owner reserves the exclusive right to reject any or all proposals, in whole or in part, that it deems to be in the best interest of the Owner, and to waive any formalities or technicalities in any proposal received. Owner reserves the right to request modification of any or all proposals.

**Bids will be opened on April 07, 2023, at 3:00 p.m. at the Grand Oaks Amenity Center located at 1055 Turnbull Creek Road, St. Augustine, FL 32092.** Owner does not represent that it intends to accept the lowest price bid; award will be made to the lowest price Bidder that Owner deems to be qualified. Owner reserves the right to award by items, groups of items, or total bid. Proposals may be held by the Owner for a period not to exceed 90 days from the date of submittal for the purposes of reviewing the proposals and investigating the qualifications of the Bidders, prior to executing the Landscape Maintenance Service Agreement.

Owner does not represent that it intends to accept the lowest price bid; award will be made to the lowest price Bidder that Owner deems to be qualified. Owner reserves the right to award by items, groups of items, or total bid.

Proposals may be held by the Owner for a period not to exceed 90 days from the date of submittal for the purposes of reviewing the proposals and investigating the qualifications of the Bidders, prior to executing the Landscape Maintenance Service Agreement.

## 1.4 Proposal Preparation

All bids shall include the following information in addition to any other requirements of the RFP. This information should be appropriately labeled so that reviewers may easily determine the location of this information within the proposal:

- A. Personnel – List position or title and corporate responsibilities of key management or supervisory personnel.
- B. Describe proposed staffing levels. Include information on any proposed personnel with expertise in any specific areas.
- C. Experience – A list and description of similar landscape maintenance projects of this general type undertaken in the last 2 years, including the scope of services provided, the name of the project owner and a contact name and phone number.
- D. Understanding of Scope of Work – Three references from projects of similar size and scope. The Bidder shall include information relating to the work it conducted for each reference as well as name, address and phone number of a contact person.
- E. Financial Capability – A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker’s compensation insurance and performance bond.
- F. Price – This RFP includes a complete set of Proposal Bid Forms (see Exhibit “B” of the Service Agreement) which are for the convenience of the Bidders and are to be filled out and executed completely.
- G. Indicate if the Bidder is a certified minority business enterprise, as defined by the Florida Small and Minority Business Assistance Act found at section 287.0943, Florida Statutes.
- H. Failure to supply the requested information may result in disqualification. Owner reserves the right to request additional information if clarification is needed.

## 1.5 Proposal Delivery

Hard copies of proposals must be received by the Management Company no later than **April 07, 2023, at 3:00 p.m. (EST)**

Please submit bids including one (1) electronic (e-mailed) copy to:

**Grand Oaks CDD  
C/O Inframark  
2005 Pan Am Circle, Suite 300  
Tampa, Florida 33607  
E-mail: [bob.koncar@inframark.com](mailto:bob.koncar@inframark.com)**

## **1.6 Interpretation and Addenda**

No oral interpretations will be made to any Bidder as to the meaning of the Service Description and Specifications (see Service Agreement – Exhibit “A”). Interpretations, if made, will be written in the form of an addendum and sent to all Bidders on the bid list.

## **1.7 Mandatory Pre-Proposal Meeting/Examination of the Site**

A mandatory pre-proposal meeting will be held on **March 24, 2023 at 11:00 a.m. (EST), at Grand Oaks Amenity Center located at 1055 Turnbull Creek Road, St. Augustine, FL 32092**. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; (2) have at least five (5) years of experience with landscape and irrigation maintenance projects; and (3) attend the mandatory pre-proposal meeting. Copies of the RFP Package will not be available at the pre-proposal meeting.

Each Bidder is assumed to have visited the site and thoroughly familiarized itself with all conditions pertinent to the work in total as is indicated in the Service Description and Specifications (see Service Agreement – Exhibit “A”).

No additional compensation nor relief from any obligations of the Service Agreement will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, any obstructions, drainage conditions and the actual grades.

## **1.8 Insurability and Bondability**

Each Bidder shall supply with its proposal, evidence of insurability and/or bondability commensurate with the requirements specified in the attached Service Agreement.

## **1.9 Proposal Duration**

The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the Proposal Delivery Date (see Section 1.5, Proposal Delivery). During this time all provisions of the Proposal must be in effect, including prices.

## **1.10 Pricing Instructions**

Bidders shall submit their price information on the "Summary Bid Form" and the "Itemized Bid Forms" (see Service Agreement – Exhibit “B”) with all blank spaces completed. Bidders shall also sign the Summary Bid Form and complete the bidder name and address information. Each line item price identified on all Itemized Bid Forms (see Service Agreement – Exhibit “B”) shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit.

## **1.11 Price Guarantee**

Contractor agrees that its pricing to the Owner shall not increase throughout the term of this Service

Agreement.

### **1.12 Contractor Resume**

Each Bidder shall submit with its proposal a complete resume of experience and qualifications. The information shall include at least the following: years the Bidder's company has been in business, customer references for comparable jobs, their completed size and approximate dollar value.

### **1.13 Signature and Legibility**

The name, address and signature of the Bidder and the price information shall be clearly and legibly written on the Summary Bid Forms and Itemized Bid Forms (see Service Agreement – Exhibit “B”). Bidder's Proposal shall be signed by a person legally authorized to bind the Bidder to a contract.

### **1.14 Inspection of Contractor's Facilities**

Owner may, upon selecting a Contractor for this work, within 10 days send his representative(s) to visit the Contractor's facilities before executing a Service Agreement.

### **1.15 Material Quantities**

It is the Contractor's responsibility to confirm all material quantities.

### **1.16 Maintenance Personnel Uniforms**

All laborers and foremen of the Contractor shall perform all work on the premises in a uniform to be designed by the Contractor. Contractor shall have a reasonable time within which to obtain uniforms for new employees. The shirt and pants shall be matching and consistent. At the start of each day the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted.

### **1.17 Maintenance Personnel Behavior**

No smoking in or around the building(s) will be permitted. Rudeness or discourteous acts by Contractor employees towards residents, tenants, guests, management, etc will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

### **1.18 Safety**

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

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# Landscape Maintenance Agreement

This Landscape Maintenance Agreement (“**Agreement**”), is entered into as of October \_\_, 2023, between the **Grand Oaks Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and \_\_\_\_\_ (“**Contractor**”).

## **Background Information:**

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District as further described in the exhibits hereto and as depicted on the maintenance map, attached hereto as Exhibit “F”, which is incorporated herein by reference. Contractor submitted a proposal and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

## **Operative Provisions:**

- 1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
- 2. Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
  - a.** That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
  - b.** That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
  - c.** The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
  - d.** The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
  - e.** No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
  - f.** That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.

## **3. Description of Work.**

- a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in Exhibit "A", which is attached hereto and incorporated herein by reference.
  - b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
  - c. The Contractor shall provide weekly inspection reports to the District Manager inclusive of the information required pursuant to Exhibit "D", which is attached hereto and incorporated herein by reference.
  - d. A District management representative and Contractor shall conduct an inspection of the work performed by the Contractor once per month, and the Contractor shall prepare a Landscape Maintenance Inspection Grade Sheet, pursuant to Exhibit "C", which is attached hereto and incorporated herein by reference.
- 4. Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:
- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
  - b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
  - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
  - d. Disaster Recovery Assistance Services shall not exceed a total of 70 hours worked for each emergency/disaster.
  - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
  - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.
- 5. Manner of Performance.**
- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
  - b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
  - c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
  - d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.
  - e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper

provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.

- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to, the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

**6. Time of Commencement.** The work to be performed under this Agreement shall commence after providing District the requisite insurance referenced herein.

**7. Term and Renewal.** This Agreement is for a term of one (1) year, with the option to extend the agreement up to two (2) annual terms, upon mutual agreement of the parties.

## **8. Termination**

- a. Contractor's Termination. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60 day notice shall commence on the day of actual receipt of said written notice by the District.
- b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30 day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's

convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.

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

## **9. District Representatives.**

- a. The District hereby designates the District Manager to act as the District's representative. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three (3) days and prior to submitting any invoices to the District.

## **10. Compensation**

- a. As compensation for the Work described in Exhibit "A", the District agrees to pay Contractor \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per month.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- c. The District shall provide payment within forty-five (45) days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes and shall advise Contractor in writing of the payment amount that will be held pending resolution of the question or dispute. The Contractor shall reply to the District regarding the question or dispute within ten (10) days of receipt of the question or dispute. All such questions or disputes will be resolved in accordance with Florida's Prompt Payment Act.
- e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain

their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.

- f. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**11. Duties and Rights of Contractor.** Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies

available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. Contractor shall assign a dedicated account manager to the District. Upon request, the account manager shall attend the meetings of the District to provide updates to the Board and answer any questions regarding landscaping issues.

## **12. Indemnification**

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*

- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

### **13. Insurance.**

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
  - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
  - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
  - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
  - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.

- iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific written approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

**14. Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

**15. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.



16. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
17. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the Hillsborough County, Florida.
18. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
19. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
20. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
21. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
22. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
23. **Notices.** Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

**To the District:** Grand Oaks Community Development District  
2005 Pan Am Circle Drive  
Suite 300  
Tampa, Florida 33607  
Attn: District Manager

**With a copy to:** District Counsel  
Kutak Rock LLP  
107 W College Ave

Tallahassee, Florida 32301  
Attn: Wesley Haber , Esq.

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

24. **Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

25. **Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

26. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

27. **Public Records.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with

a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 19.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, OR BY EMAIL AT [BOB.KONCAR@INFRAMARK](mailto:BOB.KONCAR@INFRAMARK), OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.**

28. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. **Authorization.** The execution of this Agreement has been duly authorized by the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

31. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit. Exhibits include:

- Exhibit "A": Service Description and Specifications
- Exhibit "B": Maintenance Map

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement on the day and year first written above.

**Contractor:**

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

**Grand Oaks  
 Community Development District**

By: \_\_\_\_\_  
 Chairman/Vice Chair, Board of Supervisors

## EXHIBIT "A"

### SERVICE DESCRIPTION AND SPECIFICATIONS

#### **SERVICE SPECIFICATIONS (Base Maintenance)**

##### **1. Mowing (42 Times Per Year)**

Mowing of all grass areas will be performed every fourteen (14) days during the slow growth season (November 1st through March 31st), subject to scheduling adjustments due to inclement weather and/or rate of growth.

All St. Augustine and Bahia turf areas will be mowed to result in a height of all grass to be no more than four inches or less than 3 inches, based on established industry standards and type of grass.

Various mowing patterns will be employed to ensure even distribution of clippings and to prevent ruts in the grass caused by mowers.

##### **2. Pond Mowing Grand Oaks CCD**

- Mowing a total of eight ponds (10 acres)
- 435,600 Square Feet of Mowing 8 Ponds Per Month
- 26 Mows on these eight ponds per year

##### **3. Edging (20 Times Per Year)**

- Edging of all curbs and sidewalk shall be performed on every mowing visit.
- Edging of all flower and hedge beds, tree rings and parking areas will be performed on every mowing visit to the property.

##### **4. Trimming (40 Times Per Year)**

- Turn areas not accessible by power mower and areas along walls, fences, building obstacles and inanimate objects shall be maintained by string trimmer (weed eater) to a height no greater than the height of the adjoining grass areas.
- Shrubs and ground cover will be trimmed on an as needed basis throughout the length of the contract.

**5. Weeding (52 Times Per Year)**

- Plant beds or other areas where weeds appear shall be maintained to eliminate growth of weeds or unwanted vegetation.
- Weeding shall be accomplished by hand pulling and/or application of herbicide and shall be performed at each scheduled mowing as inspection may require.
- Weeds or grass that may appear in paved areas of walkway, patios, driveways, or parking areas shall be treated by herbicides spraying every 30 days or as many applications necessary to control or eliminate such growth.

**6. Shrub Pruning (10 Times Per Year)**

- All hedges and shrubbery shall be pruned on a regular basis to maintain a neat and uniform appearance and as is appropriate for this specific species of plant.
- Pruning of trees shall be performed once a year to remove deadwood, suckers, shoots or low hanging limbs over sidewalks or parking areas.

**7. Tree and Palm Pruning (1 Time Per Year)**

- Trees over (10) feet shall be pruned at an additional cost. Additional tree pruning costs are subject to onsite inspection followed by a proposal based on the work asked to perform. Boom lift would be included in the cost for pruning trees over ten feet

**General Maintenance**

**8. Trash (52 Times Per Year)**

- All trash in grass areas island/beds will be removed upon each visit.

**9. Blowing (52 Times Per Year)**

- Blowing of all paved areas, patios, and entire complex upon each visit.

**10. Leaf Removal (10 Times Per Year)**

- All leaves shall be maintained by mulching mowers year-round.

### **Additional Services**

#### **1. Mulching (One Time Per Year)**

All mulch beds should be mulched once (1) a year. The goal is to maintain a level barrier of mulch throughout all landscape bed space to bring a uniform appearance. Work to avoid any mounding and excessive amounts of mulch from building up. All pine bark, and pine straw will be applied at a 2" layer.

2. Seasonal Annuals Not Included X Contractor shall be responsible for the care of seasonal annual beds. Contractor will perform four (4) seasonal color change-outs a year. These change outs will occur in Spring, Summer, and Fall, and timing of planting will be based on climate. Flowers will be fertilized with a polymer coated slow release granular at the time of install. Spot treatment of insecticides and fungicides will be applied if deemed necessary based on routine scouting. Proper pruning and deadheading will occur as needed during routine maintenance visits. Contractor will not warranty and seasonal color without a working irrigation system.

#### **Color per Change-out**

**Color per year            4 Times Per Year**

3. Fertilization, Insect, and Disease. Fertilization is included. Fertilization, herbicide, and pesticide treatments will be performed through (12) visits. Use IPM standards (Integrated Pest Management) and practice BMP (Best Management Practices). Make timely and necessary fertilization herbicide, and pesticide applications to the turfgrass, shrubs, and trees. Fertilization is calculated by the variety and species using the per 1000ft<sup>2</sup> recommendations provided by the University of Florida and their IFIS' extension agency. All applications should be recorded for EPA standards and are readily available for viewing. MSDS sheets should also be available with the application on site for the purposes of everyone's "Right to Know".

4. Fert, Pest, and Weed Control- Monthly

5. Fert, Pest, and Weed Control- Annually

6. Irrigation Not Included x\_

This agreement provides for monthly (12x) inspections of the irrigation system performed by a qualified irrigation technician. Includes seasonal settings and clean out zones, as needed. The owner will receive a written report outlining the results of the inspections accompanied by an estimate for repairs if any are determined to be needed. Irrigation Proposals will be detailed and include itemized pricing for each repair that needs to be made. Any part of the irrigation system damaged by the contractor shall be replaced immediately at the contractor's expense, regardless of the cost.

7. Storm Clean Up

In the event of a severe Storm all small debris will be clean-up and removed from the property. Any additional tree work and large debris clean-up will be billed separately and charged as an hourly rate.

The lawn & landscaping services will be based on fifty-two visits during the calendar year. Services to include leaf blowing, trash pickup/removal, and touch up on mulch if included in contract.

**Mow Schedule Below**

Mowing will be performed on the property as scheduled below for a total of Forty-two per year.

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec  
 2 2 4 4 4 4 4 4 4 4 3 3

**Warranty**

In this contract all plant material and irrigation are under warranty for the period of one (1) year after install. A list of Dates will be available for both parties of when the warranty clock begins. As each Building passes inspection, the warranty clock begins. In the case of damage from Vandalism and Severe Storm damage this plant material and irrigation system will no longer be warrantied. This falls under "The Act of God Clause".

<b>Item</b>	<b>Times Maintained/Inspected</b>
Mowing	42x
Pond Mowing Grand Oaks CDD	26x
Edging	20x
String Trimming	40x
Weeding	52x
Shrub Pruning	10x
Trash	52x
Blowing	52x
Leaf Removal	10x
Mulching	1x
Seasonal Annuals	4x
Fertilization, Insect, Disease	12x
Irrigation	12x
Storm Clean Up	<b>TBD</b>