

**AGREEMENT FOR SERVICES
LANDSCAPE AND IRRIGATION MAINTENANCE FOR C-466A
RFP # 08P-013**

THIS AGREEMENT is made this _____ day of _____, 2011, by and between SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS (hereafter referred to as "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **BRICKMAN, LTD.** (hereafter referred to as "Contractor"), whose address is 14950 South US Hwy 441, Summerfield, FL 34491.

RECITALS

WHEREAS, the County owns or operates certain real property requiring scheduled landscape and irrigation maintenance, and wishes to enter into a contract with a party capable of providing suitable landscape maintenance; and

WHEREAS, Contractor provides landscape maintenance for properties such as those owned or operated by the County, and wishes to enter into a contract whereby the Contractor performs services for the County in consideration of payments from the County to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

I. SERVICES BY CONTRACTOR

- A.** Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by County, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Landscaping and Irrigation Maintenance for CR 466A, Request for Proposal (RFP) # 08P-013, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- B.** All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this agreement.
- C.** The Contractor shall promptly notify the County of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- D.** The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean up and policing on a daily basis. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal

regulations. The Contractor shall provide Contractor's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the County. The use of County's dumpster(s) for any refuse disposal by the Contractor is strictly prohibited.

- E. All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- F. Contractor shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on County property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.
- G. Contractor acknowledges that the public may associate the Contractor as an employee of the County while the Contractor performs services on the County's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the County's business operation. County reserves the right to approve dress codes for the Contractor's employees.
- H. Contractor shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- I. As per Federal laws and guidelines, all applicants must only employ individuals who are legally authorized to work in the United States of America. Any applicant who may be awarded a contract to provide services will be required to enter into a contract which will include an acknowledgement provision confirming that the applicant only employs individuals who are legally authorized to work in the United States and to the extent that the applicant is employing individuals who are not legally authorized to work in the United States, it is understood that County will not be responsible for any violations of Federal law and the applicant, solely, will be responsible and liable for any violations and or penalties associated with such violation.

II. PAYMENT

In consideration of the services provided by the Contractor pursuant to this Agreement, County agrees to pay to Contractor the annual sum of Fifty-Seven Thousand, Eight Hundred Eighty Eight and 00/100 Dollars (\$57,888.00) or Four Thousand, Eight Hundred Twenty-Four (\$4,824.00) per month based on the unit prices and amounts listed in Exhibit "A" of this Agreement.

Invoices shall be submitted no later than the first of the month for the services performed the preceding month and will be paid no later than the tenth of the month.

The County agrees to pay the Contractor for additional work performed by the Contractor pursuant to written orders placed by the County, at a rate equal to component unit costs of labor and equipment charged by the Contractor under the terms of this agreement.

III. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract between County and Contractor and which are made part hereof by this reference, consist of the following:

- A. Request for Proposal
- B. Proposal Forms
- C. Proposer's Certification
- D. General Terms and Conditions
- E. Drug Free Workplace Certificate
- F. Statement of Contractor's Experience, Equipment & Personnel
- G. Scope of Work / Specifications
- H. Contract
- I. Permits / Licenses
- J. All Proposal Addenda Issued Prior to Bid Opening Date
- K. All Modifications and Change Orders Issued
- L. Notice of Award / Notice to Proceed

IV. TERM

This Agreement will commence on October 31, 2011 ends on October 30, 2012. This Agreement has the option to renew for two (2) additional one (1) year periods.

Location: C-466A: from Buena Vista Blvd going west past Powell Road to the end of the -lane. Powell Road: Just north of C-466A from the transition from 4-lanes to 2-lanes going south to the intersection of C-44A.

V. INSURANCE

- M. **Business Auto Liability.** Contractor shall maintain Business Auto Liability with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired and non-owned autos.
- N. **Worker's Compensation.** Contractor shall provide the County with proof that it is fully insured for Worker's Compensation as required by the State of Florida for Contractor's employees.
- O. **General Liability.** Contractor shall maintain Public Liability Insurance in the single event limit of \$1,000,000.00 or greater showing the County as an additional insured. Proof of coverage shall be provided to the County prior to commencement of work.
- P. All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to County. Prior to commencing services pursuant to this agreement, the Contractor shall furnish to County certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractors shall provide the County with proof that required coverage has been extended. All certificates shall list the County as additional insured.

VI. SELF HELP BY COUNTY

Within three (3) days after being notified by County in writing of defective or unacceptable work, if the Contractor fails to correct such work, County may cause the unacceptable or defective work to be corrected. If the County corrects the work, the County shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor immediately begins corrective work, and County reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, County agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the County shall be entitled to deduct from any monies due or which may become due to Contractor the actual expenditures that are necessary to complete the services not performed.

All costs and expenses incurred by County pursuant to this section shall be deducted from monies due, or which may become due to Contractor for its obligations herein.

The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive County's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

VII. TERMINATION BY THE COUNTY FOR CAUSE

- A.** The performance of work under this Contract may be terminated by County in accordance with this clause in whole or from time to time in part, whenever County determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.
- B.** After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:
1. Stop work under this Agreement 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 portions of work under this Contract.
 3. Terminate all orders and subcontracts 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 or orders and subcontracts, and request the approval or ratification by the County to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.
 5. Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

- C. After receipt of a Notice of Termination, Contractor shall submit to County Contractor's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by County. No claim will be allowed for any expense incurred by Contractor to after the receipt of the Notice of Termination and Contractor shall be deemed to waive any right to any further compensation.
- D. Contractor and County may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.

VIII. OTHER MATTERS

- A. Contractor shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the County's property.
- B. Contractor shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the County's Human Resources Department; however, the Contractor acknowledges that the County shall have no responsibility for making any disclosures to Contractor's employees or agents.
- C. The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the County. The County may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- D. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder. The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Lake or Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.
- E. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the County and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- F. Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the County.

- G. These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- H. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- I. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the Contractor or acts of God.

IX. CONTRACTOR'S REPRESENTATIONS

Contractor makes the following representations:

- A. Contractor has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- B. Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that Contractor has satisfied himself relative to the work to be performed.
- C. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- D. Contractor has given the County written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- E. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- F. Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

F. Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract

G. Public Entity Crimes: In accordance with Section 287.133, 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 on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, said County has caused this contract to be executed in its name by the Chairman of the SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, attested by the clerk of said County, and BRICKMAN, LTD. has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written below

SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS

BRICKMAN, LTD.

By _____

By _____

Print Name

ARON STRANGE

Print Title

ACCOUNT MANAGER

Date

10/5/11

Attest

Attest



Brickman
Enhancing The American Landscape Since 1939

Sumter County Roadways
466A and Powell Road

LANDSCAPE MANAGEMENT PROPOSAL
SCOPE OF WORK

OPERATION	SCOPE OF WORK												TOTAL COST		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		CYCLES	
Mow Operations	2	1	2	2	4	5	4	4	5	3	2	2	36	\$998.00	\$35,928.00
Mowing, Hard Edge, Trim, & Cleanup	2	2	2	3	4	5	4	4	5	3	2	2	38	\$12.00	\$456.00
Bed Edge	2	2	2	3	4	5	4	4	5	3	2	2	38	\$208.00	\$7,904.00
Weekly Weed Control															
Bed Care Operations	1	1	1	1	1	1	1	1	1	1	1	1	10	\$810.00	\$8,100.00
Prune Shrubs													1	\$624.00	\$624.00
Prune Grape Myrtles	1									1			2	\$988.00	\$1,976.00
Tree and Shrub Fertilization	1												1	\$2,900.00	\$2,900.00
Pine Straw													1		
													Contract Total	\$57,888.00	
													Monthly Total	\$4,824.00	

Name _____ Title _____ Date _____

**RENEWAL TWO OF TWO TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND BRICKMAN, LTD.
RFP# 08P-013**

THIS RENEWAL is entered into this 18th day of August 2011, by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 3201 Wedgewood Lane, The Villages, Florida 32162 and BRICKMAN, LTD. ("Contractor").

WHEREAS, an Agreement for scheduled landscape maintenance services was entered into on April 11, 2008 for CR 466A; and

WHEREAS, SLCDD and Contractor desire to renew the original Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and premises contained herein, the parties agree as follows:

SLCDD and Contractor renew the original Agreement for an additional one (1) year term beginning October 1, 2011 and ending September 30, 2012 at an annual contract amount of Two Hundred Thirty-Four Thousand, Two Hundred Forty and 32/100 Dollars (\$234,240.32).

SLCDD and Contractor agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal on the date set forth above.

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

BRICKMAN, LTD.

By: 

By: 

Michael Bering
Print Name

Aaron Stanger
Print Name

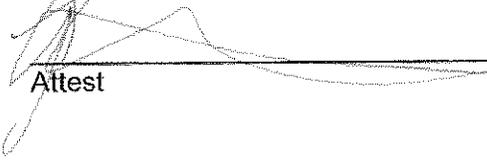
Chairman
Print Title

ACCOUNT MANAGER
Print Title

8/18/11
Date

8/18/11
Date


Attest


Attest

**AGREEMENT FOR SERVICES
LANDSCAPE AND IRRIGATION MAINTENANCE FOR CR466A
RFP # 08P-013**

THIS AGREEMENT is made this 11th day of April, 2008, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 3201 Wedgewood Lane, The Villages, Florida 32162, and **BRICKMAN, LTD.** (hereafter referred to as "Contractor"), whose address is 14950 South US Hwy 441, Summerfield, FL 34491.

RECITALS

WHEREAS, the District owns or operates certain real property requiring scheduled landscape and irrigation maintenance, and wishes to enter into a contract with a party capable of providing suitable landscape maintenance; and

WHEREAS, Contractor provides landscape maintenance for properties such as those owned or operated by the District, and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

I. SERVICES BY CONTRACTOR

- A. Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by District, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Landscaping and Irrigation Maintenance for CR 466A, Request for Proposal (RFP) # 08P-013, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- B. All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this agreement.
- C. The Contractor shall promptly notify the District of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- D. The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean up and policing on a daily basis. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal

regulations. The Contractor shall provide Contractor's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the District. The use of District's dumpster(s) for any refuse disposal by the Contractor is strictly prohibited.

- E. All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- F. Contractor shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on District property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.
- G. Contractor acknowledges that the public may associate the Contractor as an employee of the District while the Contractor performs services on the District's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the District's business operation. District reserves the right to approve dress codes for the Contractor's employees.
- H. Contractor shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- I. As per Federal laws and guidelines, all applicants must only employ individuals who are legally authorized to work in the United States of America. Any applicant who may be awarded a contract to provide services will be required to enter into a contract which will include an acknowledgement provision confirming that the applicant only employs individuals who are legally authorized to work in the United States and to the extent that the applicant is employing individuals who are not legally authorized to work in the United States, it is understood that District will not be responsible for any violations of Federal law and the applicant, solely, will be responsible and liable for any violations and or penalties associated with such violation.

II. PAYMENT

In consideration of the services provided by the Contractor pursuant to this Agreement, District agrees to pay to Contractor the annual sum of Two Hundred Twenty-Seven Thousand, Three Hundred Thirty-Two and 66/100 Dollars (\$227,332.66) or Eighteen Thousand, Nine Hundred Forty-Four and 39/100 Dollars (\$18,944.39) per month based on the unit prices and amounts listed in Exhibit "A" of this Agreement.

Invoices shall be submitted no later than the first of the month for the services performed the preceding month and will be paid no later than the tenth of the month.

The District agrees to pay the Contractor for additional work performed by the Contractor pursuant to written orders placed by the District, at a rate equal to component unit costs of labor and equipment charged by the Contractor under the terms of this agreement.

III. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract between District and Contractor and which are made part hereof by this reference, consist of the following:

- A. Request for Proposal
- B. Proposal Forms
- C. Proposer's Certification
- D. General Terms and Conditions
- E. Drug Free Workplace Certificate
- F. Statement of Contractor's Experience, Equipment & Personnel
- G. Scope of Work / Specifications
- H. Contract
- I. Permits / Licenses
- J. All Proposal Addenda Issued Prior to Bid Opening Date
- K. All Modifications and Change Orders Issued
- L. Notice of Award / Notice to Proceed

IV. TERM

This Agreement will commence on April 15, 2008 and ends on September 30, 2010.
This Agreement has the option to renew for two (2) additional one (1) year periods.

V. INSURANCE

- M. **Business Auto Liability.** Contractor shall maintain Business Auto Liability with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired and non-owned autos.
- N. **Worker's Compensation.** Contractor shall provide the District with proof that it is fully insured for Worker's Compensation as required by the State of Florida for Contractor's employees.
- O. **General Liability.** Contractor shall maintain Public Liability Insurance in the single event limit of \$1,000,000.00 or greater showing the District as an additional insured. Proof of coverage shall be provided to the District prior to commencement of work.
- P. All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to District. Prior to commencing services pursuant to this agreement, the Contractor shall furnish to District certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractors shall provide the District with proof that required coverage has been extended. All certificates shall list the District as additional insured.

VI. SELF HELP BY DISTRICT

Within three (3) days after being notified by District in writing of defective or unacceptable work, if the Contractor fails to correct such work, District may cause the unacceptable or defective work to be corrected. If the District corrects the work, the District shall be entitled to deduct from any monies due, or which may become due to

Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor immediately begins corrective work, and District reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, District agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the District shall be entitled to deduct from any monies due or which may become due to Contractor the actual expenditures that are necessary to complete the services not performed.

All costs and expenses incurred by District pursuant to this section shall be deducted from monies due, or which may become due to Contractor for its obligations herein.

The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive District's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

VII. TERMINATION BY THE DISTRICT FOR CAUSE

- A.** The performance of work under this Contract may be terminated by District in accordance with this clause in whole or from time to time in part, whenever District determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.
- B.** After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:
 - 1. Stop work under this Agreement 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 portions of work under this Contract.
 - 3. Terminate all orders and subcontracts 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 or orders and subcontracts, and request the approval or ratification by the District to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.
 - 5. Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.
- C.** After receipt of a Notice of Termination, Contractor shall submit to District Contractor's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more

extensions in writing are granted by District. No claim will be allowed for any expense incurred by Contractor to after the receipt of the Notice of Termination and Contractor shall be deemed to waive any right to any further compensation.

- D. Contractor and District may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.

VIII. OTHER MATTERS

- A. Contractor shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the District's property.
- B. Contractor shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the District's Human Resources Department; however, the Contractor acknowledges that the District shall have no responsibility for making any disclosures to Contractor's employees or agents.
- C. The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the District. The District may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- D. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder. The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Lake or Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.
- E. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- F. Contractor shall not be construed to be the agent, servant or employee of the District or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the District.
- G. These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations,

statements, or negotiations made by District staff do not suffice to legally bind the District in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

- H. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- I. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the Contractor or acts of God.

IX. CONTRACTOR'S REPRESENTATIONS

Contractor makes the following representations:

- A. Contractor has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- B. Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that Contractor has satisfied himself relative to the work to be performed.
- C. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- D. Contractor has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- E. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- F. Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- G. Public Entity Crimes: In accordance with Section 287.133, 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 on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, said District has caused this contract to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said District, and BRICKMAN, LTD. has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written below.

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

BRICKMAN, LTD.

By: Thomas K. McDoough

By: Nathaniel White

Thomas K. McDoough
Print Name

NATHANAEAL WHITE
Print Name

Vice- Chairman
Print Title

BRANCH MANAGER
Print Title

April 11, 2008
Date

4/2/08
Date

[Signature]
Attest

Evan Ray
Attest

LOCATION	Shrub sq. yds.	Zoysia Turf sq. yds.	Bahia Turf sq. yds.	Annual count x's 4	Perennial count x's 2	Irrigation zones	Firestraw bales required	Sumard Oaks	Live Oaks	Southern Magnolias	Ligustrum Tree Types	Drake Elms	Grape Myrtles	European Fan Palms	Medjool Date Palms	Pindo Palms	Sable Palms	Washington Palms
465A Ph. 1				5,269	573	289												
1A 277+60 to 278+60	250	191					56				2						6	
1B 277+10 to 245+95	2,889	1,392					650		6				37		3			
1C 261+30 to 245+80	2,874	6,536					647		12	1			18	4	2	2	29	22
2A 241+95 to 187+00	1,181	29,375					266		1				5	3			30	
2B 244+30 to 160+80	5,135	10,023					1,165		31				66		9			
2C 245+30 to 160+00	13,843	32,033	1,186				3,115	38	147	8	21	16	21	16	5	6	223	83
3A 153+22 to 127+00	4,491	9,720	1,923				1,021		8		3			6	7		47	44
3B 169+60 to 137+00	1,948	2,881					438		8				22		3			
3C 159+60 to 133+00	5,898	8,999	919				1,327	3	21	3	6	1	12	12	7	2	63	47
Total	38,509	101,150	4,028	5,269	573	289	8,675	41	234	12	32	17	181	41	36	10	398	196
UNIT PRICE	1.27	0.68	0.56	1.38	4.16	78.59	4.73	10.17	10.18	10.17	10.19	10.18	10.18	6.66	6.64	6.50	6.65	6.65
TOTAL ANNUAL COST	48906.43	68782.00	2255.68	29054.88	4767.36	22712.51	41032.75	416.97	2382.12	122.04	328.08	173.06	1842.68	273.06	239.04	66.00	2646.70	1303.40

TOTAL MONTHLY CONTRACT AMOUNT: \$18,944.39

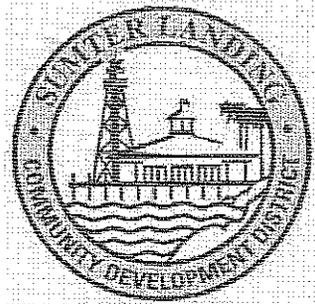
(Annual / 12)

TOTAL ANNUAL CONTRACT AMOUNT: 227,332.66

EXHIBIT "A"

REQUEST FOR PROPOSALS
FOR
LANDSCAPING AND IRRIGATION MAINTENANCE FOR CR 466A

RFP # 08P-013



Issued By:

Sumter Landing Community Development District
Purchasing Division
Eva M. Rey, Director of Purchasing and Support Services
3201 Wedgewood Lane
The Villages, Florida 32162

Phone (352) 751-3939 * Fax (352) 753-6430

www.districtgov.org
eva.rey@districtgov.org

Date of Issue: **Wednesday, February 20, 2008**
Due Date / Time: **Monday, March 17, 2008 @ 2:00pm**

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Director. If the Purchasing Division finds it necessary to change any of these dates or times prior to the proposal due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	<u>February 20, 2008</u>
Mandatory Pre-Proposal Conference	<u>Monday, February 25, 2008 @ 3:00pm</u>
Last Day for Questions	<u>Wednesday, March 5, 2008 @ 5:00pm</u>
Proposals Due	<u>Monday, March 17, 2008 2:00pm</u>
Initial Proposal Review	<u>March 17, 2008 through March 28, 2008</u>
Vendor Presentations (Non-Mandatory)	<u>Wednesday, March 19, 2008</u>
Site Visit / Walk-Through	<u>n/a</u>
Selection Committee Meeting	<u>Friday, March 28, 2008 8:30am @ VCCDD</u>
District Board Approval	<u>April 11, 2008</u>
Contract Negotiation	<u>n/a</u>

TABLE OF CONTENTS

PROPOSAL CHECKLIST.....4

PART 1.....5

INTENT AND GENERAL INFORMATION.....5

REQUEST FOR PROPOSALS.....5

PLANS, FORMS & SPECIFICATIONS.....5

HOW TO SUBMIT A PROPOSAL.....5

VENDOR RESPONSIBILITY.....5

PROPOSAL DOCUMENTS REQUIRED.....6

EXAMINATION OF PROPOSAL DOCUMENTS.....7

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA.....7

ALTERNATES.....8

GOVERNING LAWS AND REGULATIONS.....8

PREPARATION OF PROPOSALS.....8

PROPOSAL EVALUATION & AWARD.....9

PROVIDING PERFORMANCE BOND.....9

FISCAL YEAR FUNDING APPROPRIATION.....9

TAX EXEMPT STATUS.....9

PROTECTION OF RESIDENT WORKERS.....9

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS.....10

RIGHT TO AUDIT RECORDS.....10

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES.....10

PART 2.....11

EVALUATION PROCESS.....11

PART 3.....12

PROPOSAL SUBMITTAL.....12

PART 4.....13

PROPOSAL DOCUMENTS.....13

PROPOSAL COVER PAGE.....13

PROPOSER'S CERTIFICATION.....14

STATEMENT OF TERMS AND CONDITIONS.....15

DRUG FREE WORKPLACE CERTIFICATE.....16

PROPOSAL FORM.....17

SUPPLEMENTAL IRRIGATION FORM.....19

WILDLIFE HABITAT MANAGEMENT PLAN.....20

STATEMENT OF CONTRACTOR'S EXPERIENCE, EQUIPMENT AND PERSONNEL.....23

PART 5.....27

SCOPE OF SERVICES.....27

PART 6.....36

EXHIBITS.....36

SAMPLE AGREEMENT FOR SERVICES.....36

AREA INSPECTION FORM.....43

LANDSCAPE DIAGRAMS.....44

SAMPLE EVALUATION SCORE SHEET.....48

PINE STRAW.....49

MAPS.....51

PROPOSAL CHECKLIST

This standardized check list has been provided to assist the Proposer with the submission of their Proposal package. This check list cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to insure that they are in compliance. Proposals may be considered subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The District may reject as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

- Proposal Cover Sheet
- Exceptions / Deviations Page (If Applicable)
- Proposer Certification / Addenda Acknowledgement Form
- General Terms and Conditions
- Drug Free Workplace Certificate
- Proposal Form
- Supplemental Irrigation Proposal Form
- Wildlife Habitat Management Plan Form
- Statement of Contractor's Experience, Equipment and Personnel
- Certificate of Insurance
- Copy of Required Licenses or Certifications (If Applicable)
- Required Number of Copies (1 Original and 5 copies = 6 Total)

PART 1 INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposals will be received by the Sumter Landing Community Development District located at 3201 Wedgewood Lane, The Villages, Florida 32162, until 2:00 p.m., Monday, March 17, 2008 for: RFP # 08P-013- Landscaping and Irrigation Maintenance for CR 466A. Proposers shall take careful notice of the following conditions of this Request for Proposal:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by 5:00pm, Wednesday, March 5, 2008 will be considered. Questions will not be answered over the phone. Questions must be in writing and faxed to (352) 753-6430, attention: Eva M. Rey.

PLANS, FORMS & SPECIFICATIONS

Details, proposal forms, and specifications are available from the Sumter Landing Community Development District Purchasing Director upon request. Submitters are required to use the official "PROPOSAL FORM", and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the PROPOSAL FORM and explained in detail on an attached sheet(s) and itemized by number. Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal.

HOW TO SUBMIT A PROPOSAL

One complete proposal form set with all required documents as itemized and included herein is to be submitted in a sealed envelope, on the outside of which shall be prominently marked with the following identification: "RFP # 08P-013- Landscaping and Irrigation Maintenance for CR 466A" together with the name and address of the submitter. The RFP should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with ORIGINAL on the cover. All proposals shall be mailed or hand delivered to the Purchasing Director at the address given, by the date and time set forth herein.

VENDOR RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their proposals. The Purchasing Division will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed proposal identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed proposal identification, may be inadvertently opened

upon receipt, thereby invalidating such proposals and excluded from the official proposal opening process.

- Invitation by the Sumter Landing Community Development District to vendors is based on the recipient's specific request and application to www.demandstar.com , or as the result of response by the public to the legal advertisements required by State and District law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.
- 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- Proposals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the District.
- Any vendor who submits a no-proposal response shall submit the no-proposal response in an envelope marked on the outside of the mailing envelope, together with the required proposal identification number.

PROPOSAL DOCUMENTS REQUIRED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

- Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- Proposal Form and Supplemental Irrigation Form.
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- Proposer Certification / Addenda Acknowledgement Form.
- General Terms and Conditions statement must be signed and returned with the proposal form.
- A sworn, notarized Statement of Contractor's Experience, Equipment and Personnel.
- A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- Wildlife Habitat Management Plan Form.

- A Certificate of Insurability, acceptable to the District, shall accompany each proposal or alternate proposal, in the amounts as prescribed by State and District.
 - Liability Insurance: The submitter shall purchase and maintain such insurance as will protect him/her from claims which may arise out of or result from the vendor's operations under the terms and conditions of the Proposal. Liability insurance shall be obtained at the vendor's expense and in his/her name as the insured, which Certificate shall show the Village Center Community Development District as additional name insured. Liability insurance shall be provided on a form approved by Village Center Community Development District (M&D, CGL, etc.) and shall include endorsements for contractual liability and such other endorsements appropriate for the work required by this Proposal as may be required by the District. The limit of liability for this coverage shall not be less than \$1,000,000 single event limit.
 - Automobile Liability Insurance covering all automobiles and trucks the vendor may use in connection with this Proposal. The limit of liability for this coverage shall not be less than \$500,000 CSL per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles.
 - Workers' Compensation Insurance, as required by the State of Florida.
 - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the District. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to the District certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide the District with proof that required coverage has been extended.

EXAMINATION OF PROPOSAL DOCUMENTS

- Each vendor shall carefully examine the Drawings and/or Specifications and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a vendor find discrepancies or ambiguities in, or omissions from the Drawings and/or Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Contracts / Purchasing Division, in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any vendor as to the meaning of the Proposal/Contract Documents. Any inquiry or request for interpretation received by the Purchasing Director before 5:00p.m., Wednesday, March 5, 2008, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal Conference

(if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established proposal opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Proposal Form.

- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be construed as though it had been received and acknowledged and the submission of his Proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before Proposals are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Proposal/Contract are to be considered as approximate only and are to be used solely for the comparison of Proposals received. The DISTRICT and/or CONSULTANTS do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other proposal documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices proposal.

ALTERNATES

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in preparing the Proposal, except as hereinafter provided.

GOVERNING LAWS AND REGULATIONS

The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PREPARATION OF PROPOSALS

- Signature of the Vendor: The Vendor must sign the Proposal forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Vendor shall state in the Proposal Form the name and address of each person interested therein.
- Basis for Proposal: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Proposal. The proposal prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

- Total Bid Price/Total Contract Sum Bid: *The total price bid for the work shall be the aggregate 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 Bid Form. In the event that there is a discrepancy on the Bid Form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.*

PROPOSAL EVALUATION & AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Proposal are to submit a self-addressed, stamped business size (No. 10) envelope. Proposal results requested by telephone, fax or electronic media will not be accepted.

PROVIDING PERFORMANCE BOND

The Sumter Landing Community Development District reserves the right to request a Performance Bond prior to commencing work. If requested, Performance Bond must be in the form of a Cashier's Check, Money Order, Certified Check, or Certified Bond from an established Bonding Agency licensed to do business in the State of Florida. "Performance Bond" means a bond of a Contractor/Vendor in which a surety guarantees to the District that the work/services will be performed in accordance with the Contract documents and may, at the discretion of the District, include a letter of credit issued by a financial institution. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the District, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the District of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The Sumter Landing Community Development District is a special purpose governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchases separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

*Sumter Landing Community Development Dist.
Purchasing Division*

The Village Community Development Districts actively support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the District throughout the duration of the contract.

VILLAGE COMMUNITY DEVELOPMENT DISTRICTS

The Village Center Community Development District, Sumter Landing Community Development District and all of the Village Community Development Districts are local units of special-purpose government and reserve the right to reject any and/or all proposals, reserve the right to waive any informalities or irregularities in the proposal or examination process, reserve the right to select low proposal per item, and reserve the right to award proposals and/or contracts in the best interest of the Districts.

RIGHT TO AUDIT RECORDS

The Districts shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Vendor by submitting a proposal/bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this proposal/bid for the same prices and/or terms being proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the vendor's approval. Without the vendor's approval, the seeking agency cannot Piggy-Back.

**PART 2
EVALUATION PROCESS**

PROPOSAL EVALUATION

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the Purchasing Division by the due date and time. Once proposals are received, the Selection Committee will review each submittal.

The Evaluation Criteria Form with the specific evaluation criteria which will be used by the Selection Committee to score all eligible submittals is included in the Exhibits section of this proposal package.

Oral presentations from interested proposers will be heard by the Selection Committee on Wednesday, March 19, 2008 beginning at 8:30am. Proposers will only be allotted a maximum of 15 minutes for their presentation. Please contact Eva Rey, Director of Purchasing and Support Services at 352-751-3939 to schedule your presentation.

The Selection Committee will meet to evaluate proposals on Friday, March 28, 2008 at 8:30am at the Village Center Community Development District, 3201 Wedgewood Lane, The Villages, FL 32162.

Once the proposals have been reviewed and scored by the selection committee, the recommendation of award will be sent to all submitting vendors. All proposal awards are subject to Board approval.

**PART 3
PROPOSAL SUBMITTAL**

An original and five (5) copies (for a total of 6), of each proposal shall be submitted in a sealed envelope, prominently marked on the outside with the words, "**RFP # 08P-013- Landscaping and Irrigation Maintenance for CR 466A**". Proposals submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, "**RFP # 08P-013- Landscaping and Irrigation Maintenance for CR 466A**" and the contents sealed as required.

- **Deadline for Submissions in response to this Request for Proposals: Proposals must be received no later than 2:00 p.m., Monday, March 17, 2008. Proposals submitted by FAX or other electronic media will not be accepted under any circumstances. Late proposals will not be accepted, and will be returned, unopened, to the proposer, at the proposer's expense.**
- Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of any public building or public work, may not submit proposals on leases of real property to a public entity crime, 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 ten thousand dollars, (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Village Community Development Districts reserve the right to reject any and/or all proposals, reserve the right to waive any informalities or irregularities in the proposal or evaluation process, and reserve the right to award contract(s) in the best interest of the District.

**PART 4
PROPOSAL DOCUMENTS
PROPOSAL COVER PAGE**

Name of Firm, Entity or Organization:
Federal Employer Identification Number (EIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): City, State, Zip: Telephone: _____ Fax: _____
Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered in as Foreign Corporation:
Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____
<i>This document must be completed and returned with your Submittal.</i>

PROPOSER'S CERTIFICATION

Submit To: Sumter Landing CDD Purchasing Division 3201 Wedgewood Lane The Villages, FL 32162 Phone 352-751-3939 Fax 352-753-6430		SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE: January 7, 2008		DUE TIME: 3:00pm		RFP # 08P-013
TITLE: Landscaping and Irrigation Maintenance for CR 466A				
VENDOR NAME:			PHONE NUMBER:	
VENDOR MAILING ADDRESS:			FAX NUMBER:	
CITY/STATE/ZIP:			E-MAIL ADDRESS:	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>				
<p style="text-align: center;"> _____ Addendum # Addendum # Addendum # Addendum # Addendum # </p>				
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Village Center Community Development District, Sumter Landing Community Development District or any Village Community Development District, respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Districts all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the Districts. At the Districts' discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
_____ Authorized Agent Name, Title (Print)		_____ Authorized Signature		_____ Date
<i>This form must be completed and returned with your Submittal</i>				

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: 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 Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Village Center Community Development District, Sumter Landing Community Development District, Village Community Development Districts and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any District employee other than the Purchasing Director. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (IBID) must be submitted in writing to the District's Purchasing Director.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Districts at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Director before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer 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. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer/Bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The District and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Director at (352) 751-3939. All RFP's/BID's submitted in response to this solicitation become the property of the District. Unless information submitted is proprietary, copy written, trademarked, or patented, the District reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Village Center Community Development District, The Sumter Landing Community Development District, and all Village Community Development Districts are exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Districts to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com (800) 711-1712) or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the District. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of 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.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Director will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, AND ALL VILLAGE COMMUNITY DEVELOPMENT DISTRICTS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Districts. Submittals not meeting stated minimum terms and qualifications may be rejected by the Districts as non-responsive. The Districts reserve the right to reject any or all submittals without cause. The Districts reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Districts, or who has failed to perform faithfully any previous contract with the Districts or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Districts.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein. **Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed 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 RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Districts' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Districts may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Districts reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Districts shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Districts' representative (Purchasing Director). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, The Villages, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Director. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Director is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Districts unless evidenced by a Change Notice issued and signed by the Purchasing Director, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Districts within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original District format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

This document must be completed and returned with your Submittal

**Sumter Landing Community Development Dist.
Purchasing Division**

Page 15 of 51

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
• Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
• Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
• Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
• Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
• Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
• "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

PROPOSAL FORM
(Excel version available on www.demandstar.com)

Please see next page for proposal form.

District	Shrubs sq.yds.	Zoysia Turf sq.yds	Bahia Turf sq.yds	Annual count x's 4	Perennial count x's 2	Irrigation zones	Pine straw bales required	Shumard Oaks	Live Oaks	Sourthen Magnolias	Ligustrum Tree Types	Drake Elms	Crape Myrtles	European Fan Palms	Medjool Date Palms	Pindo Palms	Sable Palms	Washington Palms
LOCATION																		
466A ph. 1				5269	573	289												
1A 277+60 to 276+60	250	191					56				2						6	
1B 277+10 to 245+95	2,889	1,392					650	6					37		3			
1C 261+30 to 245+80	2,874	6,536					647	12	1				18	4	2	2	29	22
2A 241+95 to 167+00	1,181	29,375					266	1					5	3			30	
2B 244+30 to 160+80	5,135	10,023					1,155	31					66		9			
2C 245+30 to 160+00	13,843	32,033	1,186				3,115	38	147	8	21	16	21	16	5	6	223	83
3A 153+22 to 127+00	4,491	9,720	1,923				1,021	8			3			6	7		47	44
3B 159+50 to 137+00	1,948	2,881					438	8					22		3			
3C 159+50 to 133+00	5,898	8,999	919				1,327	3	21	3	6	1	12	12	7	2	63	47
Total	38,510	101,149	4,028	5,269	573	289	8,675	41	234	12	32	17	181	41	36	10	398	186
UNIT PRICE																		
TOTAL ANNUAL COST																		

**Note: Added to count at top:
 * MAP on the holdouts count is 2867.
 25% on Annuals is 717 x 4
 20% on Perennials is 573 x 2
 * Sign at East end changed to annuals 250 x 4

TOTAL MONTHLY CONTRACT AMOUNT:
 (Annual / 2)
 TOTAL ANNUAL CONTRACT AMOUNT:

Bedding Material - Pine straw
 For all other information refer to the Landscapes / Irrigation drawings

Authorized Agent Name, Title (Print) _____ Date _____
 Authorized Signature _____

SUPPLEMENTAL IRRIGATION FORM
(Excel version available on www.demandstar.com)

SUPPLEMENTAL IRRIGATION PROPOSAL FORM FOR CR466A

Valves	Part No.	UNIT COST
Rain Bird PESB - PRS - D series		
Rain Bird PRS Dial pressure module	B33135	
Electric, plastic PGA 100 - 1"	B30310	
Electric, plastic PGA 150 - 1 1/2"	B30410	
Electric, plastic PGA 200 - 2"	B30510	
Electric, brass 300-BPES - 3"	B38113	
Diaphragm assembly PGA 100	208143	
Diaphragm assembly PGA 150	234882	
Diaphragm assembly PGA 200	209005	
Diaphragm assembly BPES 300	231542	
Electric solenoid 24 VAC PGA	209532-02	
Electric solenoid 24 VAC 300 BPES	B31800	
Rain Bird 1800 Series Pop Up Sprinkler-w/nozzle, screen, filter		
4" pop-up spray sprinkler 180	A18697	
4" pop-up spray sprinkler 360	A18696	
6" pop-up less nozzle	A44205	
6" pop-up less nozzle SAM (seal-a-matic) ck valve	A43912	
12" pop-up less nozzle SAM ck valve		
Tree spray 1806 sprinkler with max jet pop up		
Toro FB 200 adj J PC bubbler	514-20	
Rain Bird 3500 Series Rotors-w/nozzle		
4" rotor	Y34400	
4" rotor SAM ck valve	Y34500	
Rain Bird 5000 Series Rotors-w/nozzle		
6" rotor	Y45800	
6" rotor Sam ck valve	Y45855	
12" rotor	Y46000	
12" rotor Sam	Y46050	
Hunter PGP ADV series rotor-w/nozzle		
4" pop-up with check vavle	PGP-ADV	
6" pop-up with check vavle	1-20-6P ADV	
MP Rotator		
1000 series		
2000 series		

Authorized Agent Name, Title (Print)

Authorized Signature

Date

This document must be completed and returned with your Submittal

WILDLIFE HABITAT MANAGEMENT PLAN

"I DO HEREBY ACKNOWLEDGE RECEIPT OF THE TRI-COUNTY VILLAGES PROTECTED SPECIES AND ENVIRONMENTAL COMPLIANCE INFORMATION BROCHURE AND WILL DISTRIBUTE COPIES OF SAID BROCHURE TO ALL EMPLOYEES AND SUBCONTRACTOR EMPLOYEES. I UNDERSTAND THAT THE WILDLIFE MANAGEMENT PLAN IS AVAILABLE FOR REVIEW AT MY REQUEST AND THAT I AGREE TO ADHERE TO THE REGULATIONS AND GUIDELINES SET FORTH IN THE WILDLIFE MANAGEMENT PLAN."

CONTRACTOR

Company _____

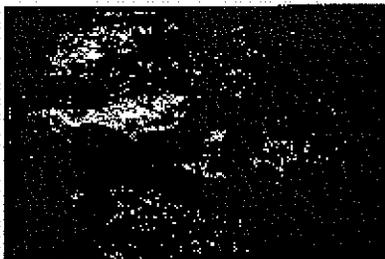
Authorized Signature _____ Title _____

Printed Name _____ Date _____

This document must be completed and returned with your Submittal

WILDLIFE PROTECTION

Tri-County Villages serves as a prime example of a major private development that has worked closely with Federal and State Regulatory Agencies to minimize adverse effects on protected species and their habitats. There are a number of protected species of wildlife and plants found within this development. Twelve protected species preserves have been planned for this more than 7,000 acre community. Specific procedures and conditions for design, construction, and operation of these preserves and other facilities of this development are outlined in the approved Wildlife Habitat Management Plan.



Eastern Indigo Snake (above)

It is important that all workers, including construction and operations staff become familiar with the protected species, habitats and site use restrictions. These wildlife, plants, and habitat are legally protected by the federal Endangered Species Act and/or Chapter 39 of the Wildlife Code of the State of Florida.

SITE USE RESTRICTIONS

FOR ALL WORKERS: AGRICULTURE AND CONSTRUCTION

- Don't park vehicles under the trees which remain in all of the areas.
- Don't bother turtle or owl burrows, or kestrel nest trees or nest boxes.
- Don't bother snakes, owls, turtles, kestrels, wading birds, gopher frogs or alligators.
- Don't knock down dead trees without specific permission.
- Don't go inside the posts which delineate burrows, and area 40 feet around all turtle or owl burrows whether they are staked or not is protected.
- Domestic pets are not permitted in construction areas or preserves.
- Don't feed or otherwise attract wildlife in construction zones and remove all food-related trash from construction zones.

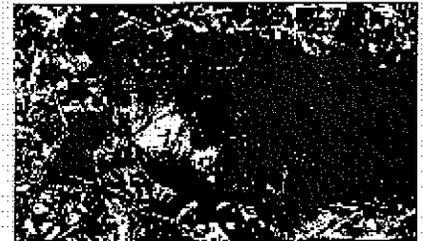
NOTIFY YOUR FOREMAN:

1. if you see a protected species within construction areas.
2. if you see a protected species in danger of being injured or killed or find a dead or injured animal.

Gopher tortoises found wandering around should be moved out of burrow way.

TRI-COUNTY VILLAGES

PROTECTED SPECIES AND ENVIRONMENTAL COMPLIANCE INFORMATION



Gopher tortoise

GRANT & DZURO

Engineers
Surveyors
Planners

Water & Air Research, Inc.

PROTECTED SPECIES

- Sherman's Fox Squirrel
- Florida Mouse
- Tricolored Heron
- Little Blue Heron
- Florida Sandhill Crane
- Snowy Egret
- Florida Burrowing Owl
- Hald Eagle
- Southeastern American Kestrel
- American Alligator
- Gopher Tortoise
- Florida Pine Snake
- Eastern Indigo Snake
- Gopher Frog

GOPHER TORTOISE BURROWS AND OWL BURROWS ARE ALSO PROTECTED

The federal Endangered Species Act prohibits the taking of any protected species, including eggs, nests, dens, homes, or body parts. The term taking is interpreted to include harassing, harming, pursuing, hunting, killing, wounding, trapping, capturing, or collecting or attempting to engage in such conduct. Chapter 39 of the Wildlife Code in Florida prohibits taking of any protected species without a permit from the Florida Game and Fresh Water Fish Commission (FGFWPC).

Permits for construction require mitigation procedures to minimize adverse effects on protected species such as tortoises and kestrels.

PENALTIES AND ENFORCEMENT

Any person who knowingly violates the prohibitions of the Endangered Species Act may be subject to fines up to \$25,000 for each civil violation not up to \$50,000 and/or imprisonment for a criminal violation. Violation of Florida State Wildlife Code are punishable as a second degree misdemeanor with fines up to \$500 and/or 60 day imprisonment for first offenses and additional penalties thereafter.

FLORIDA BURROWING OWL

This small owl is often seen sitting by it's burrow on the ground or on a fence post near-by. The head is round with bright yellow eyes, the chest is white with heavy brown streaks, and the long legs are also yellow. When disturbed this owl will fly away or run down into the burrow though they often do well around human activities, feeding on grasshoppers in yards and gardens.



Florida burrowing owl (above)

GOPHER TORTOISE

This land-dwelling turtle is known for digging burrows in dry sandy habitats. The entrance of the burrow is usually marked by a mound of sand with a downward sloping entrance which may go as deep as 18 feet and run laterally underground for some 35 feet. The gopher tortoise is brown or gray with a yellow underside and gray head and feet as an adult. The head, feet and shell are usually yellow in young ones with brown lines between the carapace scales. Other protected species like the Gopher frog, the Florida pine snake, or the Indigo snake may be found in tortoise burrows.

SOUTHEASTERN AMERICAN KESTREL

This small rusty colored falcon normally nests in hollow or dead trees in abandoned woodpecker holes between 10 and 30 feet off the ground. The colorful male kestrel has gray-blue over the wings and two black stripes on the face. Any disturbance near the nest tree could result in egg breakage or loss of the young.

AMERICAN ALLIGATOR

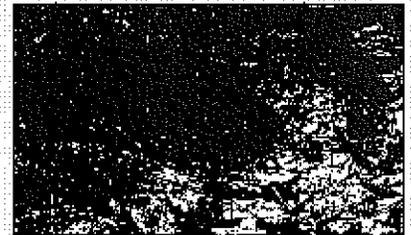
Alligators may be found in the wetland preserves and other freshwater habitats in our area. These reptiles are black with yellow stripes when young and black to gray as adults. Females will defend their young or their nest, a vegetation mound usually found above the high water mark.

WADING BIRDS

Tricolored herons, Little Blue herons, Snowy egrets, and the Florida Sandhill Crane may all be found in wetland areas or even feeding in pastures or grassy lawns. Discarded fishing line and misuse of pesticides are severe hazards to these species.

SHERMAN'S FOX SQUIRREL

This large squirrel with a black head and extra long tail feeds on pine nuts and acorns.



Gopher tortoise burrow (above)

QUESTIONS?

FIND A PROTECTED SPECIES?

Contact your foreman, he will call the Villages' Wildlife Officer,

Marly Dzuro
(352) 753-6260

For protected wildlife remember this means no shooting, harassing, knocking down nests of any kind, driving on or otherwise damaging burrows. You may be arrested and held financially liable.

No workers are permitted into any of the preserve areas without special permission.

STATEMENT OF CONTRACTOR'S EXPERIENCE, EQUIPMENT AND PERSONNEL

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal).

CONTRACTOR: _____

DATE: _____

1. How many years has your organization been in business as a landscape & irrigation maintenance contractor under your present business name?

2. List all previous business names of your organization:

3. How many years experience in landscape & irrigation maintenance? _____
Prime Contractor _____ Subcontractor _____

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
_____	_____
_____	_____
_____	_____
_____	_____

5. Have you ever failed to complete any work awarded to you in the last 3 years?
Yes _____ No _____. If yes, where and why?

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape & irrigation maintenance work of your organization?

Name	Position
Type of Work	Yrs. Experience Yrs. With Firm

Name	Position
Type of Work	Yrs. Experience Yrs. With Firm

Name	Position
Type of Work	Yrs. Experience Yrs. With Firm

Name	Position
Type of Work	Yrs. Experience Yrs. With Firm

Name	Position
Type of Work	Yrs. Experience Yrs. With Firm

2. List/describe five (5) maintenance contracts that you currently have or have recently completed.

Project	Location
Date	Contract Amount
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Contact Name and Phone Number	

Project	Location
Date	Contract Amount
Contact Name and Phone Number	

EQUIPMENT & MATERIAL RESOURCES

1. List equipment owned (types and number of). Separate list is acceptable (i.e. spreadsheet).

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____

- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____

2. List equipment expected to be purchased in the near future.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

3. List your standard major suppliers for materials.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

CONTRACTOR'S AFFIDAVIT

State of Florida
County of _____

Before me personally appeared _____ who is (title) _____
of (the company described herein) _____ being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The District deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 2007

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

(seal)

**PART 5
SCOPE OF SERVICES**

The Sumter Landing Community Development District is requesting proposals for Landscape and Irrigation Maintenance for CR 466A. Qualified firms wishing to respond to RFP #08P-013 must provide all equipment and materials described in this document, whether directly or through sub-contractors/sub-consultants. This does not, however, limit the use of sub-contractors or sub-consultants.

The term of this landscape and irrigation maintenance contract will begin April 15, 2008 through September 30, 2010, with the option to renew for two (2) additional one (1) year periods.

DISTRICT LANDSCAPE MAINTENANCE SPECIFICATIONS

The landscape maintenance contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the landscaping, irrigation and related landscaping structures and systems.

The following specifications are set as the minimums to gain the desired healthy and attractive landscaping within the community.

TURF MAINTENANCE

MOWING

Mowing of all turf areas shall be performed on a weekly basis during the normal growing season (April through October). During the months of November through March it is expected that mowing will be required twice a month unless abnormal conditions arise. In any event, the turf shall be mowed at a frequency to promote healthy and continued growth as well as proper appearance at all times.

Mowing height shall be based on season and what is horticulturally correct for turf variety and location.

When line trimmers are used, cutting height shall be in conjunction with mowing height. Scalping by either trimmers or mowers will not be acceptable. Damage to trees, shrubs and signposts are not acceptable. Mowing patterns shall be varied to minimize wear areas from tires and slippage.

Any unsightly clippings, which remain on the turf, shall be removed after mowing.

Walkways, streets and parking areas to be blown or vacuumed free of clippings after each mowing.

The mowing specifications for Zoysia turf shall be as follows: a rotary mower with a maximum deck width of 62" shall be used on flat or wide open areas, and the cut-height shall be set at 2". For smaller areas, berms or swale-type areas, a smaller mower shall be used to avoid scalping or an uneven cut. (If a change in mower width or height of cut is considered, the District area Supervisor or the Landscape Manager must approve such change, in writing, before any work is performed.) Zoysia turf is to be mowed every 7 days during growing seasons and 12 to 14 days

during the dormant seasons, or as needed. Zoysia turf shall be edged all year at a frequency suitable to keep turf runners from growing into the planting beds.

EDGING

Edging of walkways, curb lines and other paved areas to be performed in conjunction with the mowing operations. Irrigation valve boxes, splice boxes, gate valve boxes and water meter boxes shall be edged routinely.

Edging of annual and shrub beds as well as around trees and large shrubs shall be performed a **minimum of twice per month** throughout the year or more frequently if needed.

Bed lines shall be kept smooth in regard to original design and increased if plant material growth warrants.

Care should be taken in all edging operations to minimize damage to plant material and irrigation.

FERTILIZATION OF TURF, TREES, SHRUBS, ANNUAL/PERENNIAL FLOWER BEDS

Zoysia and St. Augustine/Florataam turf:

There should be a minimum of four (4) applications of a complete, acid-forming turf fertilizer applied to Zoysia, St. Augustine or Florataam turf per year.

February (After February 15th): (Zoysia and St. Augustine) A standard non-burning complete turf fertilizer containing a minimum of 30% to 40% of the Nitrogen in a controlled release form such as sulfur coated or polymer coated sulfur coated urea. There should be a minimum of 4% Iron, 6% sulfur, and 2% each of Magnesium and Manganese. A lesser amount of Iron will be acceptable if it is in a chelated form. The fertilizer shall be applied at 1 pound of actual Nitrogen per 1000 Square feet of turf.

May: (Zoysia and St. Augustine) Application should be the same as in February.

August: (Zoysia and St. Augustine) Application should be the same as in February.

October: (St. Augustine) Application should be the same as in February.

November: (Zoysia) Application should be the same as in February.

If these recommendations fail to keep the turf a consistent acceptable green color, a soil test should be performed and the fertilizer blend adjusted accordingly. If the fertilizer does not keep the turf an acceptable green color between applications during the growing season, it may be necessary to provide an extra application of Nitrogen and/or Iron in order to provide suitable color, and may be requested by the owner. This will not be considered an extra to the contract.

All turf fertilizers should be **watered in immediately** after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep or blow off walks and painted surfaces **immediately** after application to avoid discoloration.

Bahia turf:

There should be two applications of complete commercial turf fertilizer to Bahia grass areas per year.

March: A standard, non-burning complete turf fertilizer such as 16-4-8 or similar should be applied at one (1) pound of actual Nitrogen per 1000 square feet. (6.25 pounds of product)

September: 9-2-24 with 6% iron, 8 to 10% Sulfur, and 2% each of Magnesium and Manganese at one (1) pound of actual Potassium per 1000 square feet. (4.2 pounds of product) This will help with winter cold tolerance.

- If yellowing occurs in between fertilizer applications, a liquid application of 12-0-0 at the label rate, or another chelated iron source should correct the problem.

DISEASE AND PEST CONTROL

Treatment of the varied turf shall be accomplished as needed to prevent damage and to promote healthy and continued growth. Applications of pesticides and fungicides shall be done on a curative "as needed" basis.

WEED CONTROL

Application of herbicides shall be done on a curative "as needed" basis. A pre-emerge herbicide may be used. Broadleaf weeds, sedges, and undesirable grasses shall be kept to a minimum. Ninety five percent (95%) weed free turf shall be expected.

GROUND COVER AND SHRUB MAINTENANCE

PRUNING

Pruning is to be performed as needed to remove dead material, promote healthy growth and bed conditions and to keep plant material from spreading over curbs, walkways, streets, parking areas, and up walls.

Individual branch pruning is most desirable. Wholesale shearing or trimming should be avoided unless special conditions should arise.

Natural growth pattern shall be promoted as much as possible. However, special pruning of materials, which may inhibit sight at intersections or passage at certain areas, should be performed.

Special attention to areas around landscape lighting fixtures shall be given not only to promote lighting effect, but the protection of fixtures themselves from damage.

Ficus shall be pruned and some runners removed so the small leaf and partial covering of walls results in the desired effect. Ficus shall be kept out of adjacent shrub beds.

BEDS

Beds are to be kept free of weeds and landscape debris and trash. Hand weeding shall be done as necessary; however pre-emergents and selected herbicides may also be used to control weed growth.

Pine straw shall be fluffed and or added to as necessary to enhance moisture holding capability and a neat, clean appearance. A once-a-year replenishment of pine straw in all beds should be scheduled in January and is included in the contract price. Care should be taken during installing so as to not cover landscape lighting, valves, junction boxes or other structures and components. See Exhibits of RFP to illustrate desired pine straw application technique.

Shrubs and groundcovers shall be fertilized four (4) times per year with a complete commercial fertilizer such as 8-10-10, 12-2-14, or 13-3-13 containing a minimum of 25% slow release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. This shall be applied in March, May, July and October at ½ cup per small shrub, 1 cup per large shrub, or 15 to 30 pounds per 1000 square feet of plant bed, depending on the spacing, type of plants, and product used.

The fertilizers should be watered in immediately after application whenever possible to prevent Nitrogen loss due to volatilization. Sweep of blow off walks and painted surfaces immediately after application to avoid discoloration.

DISEASE AND PEST CONTROL

Treatments shall be accomplished as needed to prevent damage and to promote healthy and continued growth. Applications of pesticides and fungicides shall be done on a curative "as needed" basis. When five (5%) of any type of plant material shows signs of disease, curative action shall be taken.

TREE MAINTENANCE

PRUNING

Contractor shall be responsible for pruning up to the first fifteen (15) feet of trees and palms as needed to maintain a natural and healthy appearance, remove dead or unwanted branches or debris, and encourage desired growth. This will include preventative trimming as needed of palm fronds and trees limbs to prevent them from rubbing buildings, roofs and walls. Removal of mosses, mistletoe and suckers shall be done one (1) time per year, and should be done in the cool season when trees are dormant. All trees adjacent to roads, cart paths, walls and signage shall be pruned as needed for clearance and visibility. Maintenance and removal of stakes and guys for trees is considered routine maintenance. Girdling of trees due to lack of maintenance is not acceptable

WATER

All trees to be watered sufficiently to insure health and continued growth.

FERTILIZATION

Proper fertilization for the varied trees shall be fertilized three (3) times per year with a complete

commercial fertilizer such as 8-10-10, 12-2-14, or 13-3-13 containing a minimum of 25% slow release Nitrogen, 6% Sulfur, 2% of both Magnesium and Manganese, and 3% Iron. Applications shall be at the labeled rate on the bag, and applied in March, June and September.

Palms shall be fertilized three (3) to four (4) times per year with a fertilizer with an analysis of 8-2-12 plus 4% Magnesium (Mg) and 2% Manganese (Mn) and 0.10% to 0.15% Iron (Fe), Zinc (Zn), Boron (B), and Copper (Cu). One hundred percent (100%) of the Nitrogen (N), Potassium (K), and Magnesium (Mg) should be in controlled release form, while all of the micronutrients except Iron (Fe) should be in Sulfate form. Two percent (2%) Iron (Fe) from Iron Sulfate can substitute for 0.15% Iron (Fe) from chelated forms. (EDTA, DTPA, etc.). This product is to be applied at the rate of 1.5 pounds per 100 square feet of palm canopy or bed area, or 15 pounds per 1000 square feet.

ANNUAL MAINTENANCE AND REPLACEMENTS

BED MAINTENANCE

Annual beds shall be maintained in a fashion to allow for a full, colorful appearance at all times throughout the year. Beds shall be kept free of spent flowers, weeds and debris.

Additional soil , soil amendments such as composted manure, organic peat, or a similar mix shall be incorporated and tilled in as part of the annual bed preparation as needed to maintain a rich growing environment for healthy growth and a pleasing convex appearance.

Annual/Perennial Flowerbed Fertilization:

A standard, balanced slow-release fertilizer such as Osmocote, Nutricote, Sierra, or similar shall be incorporated into the bed as a soil amendment prior to planting each rotation of annuals, perennials, or mixture of both.

Supplemental fertilizations of a complete liquid fertilizer such as 20-20-20 or 10-60-10 at the labeled rate shall be applied to all color beds at least monthly to promote vigorous growth, flowering and color.

REPLACEMENT

It is anticipated that it will require a minimum of four (4) change outs per year for annuals and two (2) change outs per year for perennials in order to maintain the desired color effect. Material types should be selected for their longevity as well as color. A coordinated effect is to be continued at any change out.

Whenever possible replacement should be accomplished so to be completed before the weekend period. **Open beds are not desired during this time.**

IRRIGATION SYSTEMS MAINTENANCE

Irrigation systems and components shall be monitored to insure that proper coverage is achieved at all times. Contractor shall provide one dedicated and certified irrigation technician for the entire project scope.

Watering frequencies and durations, should be adjusted to insure healthy growth and prevention

of disease and pest damage. The contractor shall be responsible for staying abreast of any and all governmental water restrictions which may be imposed. Any fines for violations will be the responsibility of the contractor. Gross neglect of water consumption (i.e. unrepaired irrigation components, over-watering, etc.) will result in any additional cost incurred by the District pertaining to water utility costs, fines, permits, etc.

Cleaning of heads, lines, and other components to be accomplished as needed. Changing of spray types or heights to be done to insure proper coverage.

All gate valves are to be located and exercised four (4) times per year. If an emergency arises, and the valve has not been located, a \$25.00 fine will be levied against the contractor whose responsibility it was to locate the valve. Any valve not functioning that has not been reported the previous 3 months is the contractor's responsibility. We will assume that the valve has not been exercised. Valve boxes are to be kept clear for easy access for manual operations and repairs. Valve boxes and satellites shall be kept free of ants.

Damage to irrigation heads, valve boxes and other system components due to the contractor's operations shall be repaired entirely at the contractor's expense.

REPAIRS

Repairs to systems or components shall be accomplished as soon as possible to minimize any adverse effect to turf and or plant material.

Repair or replacement of heads, sprays, misters, and emitters, as well as the rebuilding of valves is considered normal routine maintenance. Cost of material only shall be billed separately.

Repair of pipe 1 1/2" or smaller and hydraulic tubing shall be considered routine maintenance. Cost of material only shall be billed separately.

Broken lines 1 3/4" and larger, valve and or controller replacement, as well as major system repairs or changes shall be approved by the District Management Representative before proceeding. In the event of emergencies, isolation of areas to prevent further damage to the system or associated plant material or structures is to be accomplished until repairs can be made. Cost on these types of repairs or replacements may include material and labor charges of \$30.00 per hour. Two- (2) inch pipe or larger must be gasketed with proper thrust blocking as needed. District Representative prior to back filling must inspect repairs. Repairs shall be completed within forty-eight (48) hours. The Contractor will be responsible for providing the necessary equipment for any and all irrigation repairs including mainline repairs. The District will not reimburse the Contractor for additional equipment rental charges.

DRAINAGE

STORM WATER COLLECTION

Sediment that washes into drainage swales shall be removed from swales and storm pipes at road entrances.

SITE CLEANLINESS AND CONDITION

As much as possible all areas shall be kept free of litter, landscape and or construction debris. It is expected that during the routine performance of the different maintenance operations that the contractor and workers are to be aware of site conditions and keep a neat and clean appearance.

It should be understood that THE VILLAGES is a continuously growing and changing area. Development and construction will from time to time cause damage, or will interrupt the routine maintenance program.

It is important that problems, or potential problems which may be caused by these procedures should be brought to the attention of the District Representative as soon as possible for action.

OPERATIONS AND COMMUNICATIONS

SAFETY

All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.

Contractor shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on District property, roadways and right-of-ways to include safe location of parked vehicles, use of safety cones, signage, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.

REGULAR LANDSCAPE MEETINGS

Contractor will be required to participate in regular landscape meetings with District Property Management staff and Landscape Manager, held bi-weekly or as appropriate. The Contractor shall respond to any issues that are presented on the agenda or arise during the course of the meetings in writing within three (3) working days.

SUB CONTRACTING

The contractor may subcontract certain procedures or operations with the written approval of the District Management. Proof of proper licensing and insurance to be provided upon request. The contractor is held responsible for any work performed by any subcontractor engaged.

WORKFORCE

It is desired that the contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible.

Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times.

Contractor will provide The District with a current list of all employees.

As per the Federal laws, all applicants must only employ individuals who are legally authorized to work in the United States of America. Any applicant who may be awarded a contract to provide services will be required to enter into a contract which will include an acknowledgement provision confirming that the applicant only employs individuals who are legally authorized to work in the United States and to the extent that the applicant is employing individuals who are not legally authorized to work in the United States, it is understood that Owner will not be responsible for any violations of Federal law and the applicant, solely, will be responsible and liable for any violations and or penalties associated with such violation.

PARKING

Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection, round-about or on a roadway. All necessary safety precautions are to be observed when Contractor's personnel are working in or around roadways.

SUPERVISION

The contractor shall provide supervision of all maintenance and or repair work being performed. Supervisors shall be able to communicate problems to the District Representative at any time, and shall be easily accessible to the Representative at all times via Nextel. Owner shall be notified of any change in supervisory personnel.

A monthly walk through with the District Representative to be performed to cover work being accomplished, special needs or concerns, and other related information.

A good working relationship with other maintenance contractors is to be established and maintained.

ADDITIONAL WORK

From time to time additional work may be requested of the contractor by the District Representative. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case by case basis. All additional work shall be completed in a timely manner.

CHANGES

It is expected that development growth will necessitate additional areas to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the implementation of a change order approved by the management. The management does reserve the right to disapprove any changes. In such case other contractors may be engaged for the change. Any changes shall be in writing to be legally binding on both parties. No payment shall be made for invoices that do not have written authorization so documented.

SATISFACTORY PERFORMANCE

It is estimated that the frequency and guidelines set forth in this Exhibit will provide the quality desired. However, in the event it does not, Contractor agrees to provide such reasonable

additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the Owner in its discretion.

The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a periodic basis by the Owner. Contractor performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

It is recognized that at times, the development of new areas will damage or deter the maintaining of existing areas. Seasonal weather differences may cause some variation in vegetation growth characteristics and that different stages during the care cycle may vary from the desired appearance.

Any plant, tree, grass or shrub that dies due to Contractors negligence shall be replaced by the contractor, except in instances involving acts of God, theft, vandalism or the negligence of others, in which case the plants may be replaced at the Owners direction at no additional cost to the Contractor.

Any damage to walls, landscape, lighting or hardscape features by the contractor shall be repaired by the respective tradesmen initiated through the District Representative so all warranties remain effective. All billing for said repairs will be directed to the contractor responsible for said area and cost of repairs.

**PART 6
EXHIBITS**

SAMPLE AGREEMENT FOR SERVICES

THIS AGREEMENT is made this 11th day of April, 2008, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 3201 Wedgewood Lane, The Villages, Florida 32162, and (hereafter referred to as "Contractor"), whose address is

RECITALS

WHEREAS, the District owns or operates certain real property requiring scheduled landscape and irrigation maintenance, and wishes to enter into a contract with a party capable of providing suitable landscape maintenance; and

WHEREAS, Contractor provides landscape maintenance for properties such as those owned or operated by the District, and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

I. SERVICES BY CONTRACTOR

- A. Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by District, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Landscaping and Irrigation Maintenance for CR 466A, Request for Proposal (RFP) # 08P-013, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- B. All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this agreement.
- C. The Contractor shall promptly notify the District of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- D. The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean up and policing on a daily basis. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal

regulations. The Contractor shall provide Contractor's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the District. The use of District's dumpster(s) for any refuse disposal by the Contractor is strictly prohibited.

- E. All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- F. Contractor shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on District property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.
- G. Contractor acknowledges that the public may associate the Contractor as an employee of the District while the Contractor performs services on the District's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the District's business operation. District reserves the right to approve dress codes for the Contractor's employees.
- H. Contractor shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- I. As per Federal laws and guidelines, all applicants must only employ individuals who are legally authorized to work in the United States of America. Any applicant who may be awarded a contract to provide services will be required to enter into a contract which will include an acknowledgement provision confirming that the applicant only employs individuals who are legally authorized to work in the United States and to the extent that the applicant is employing individuals who are not legally authorized to work in the United States, it is understood that District will not be responsible for any violations of Federal law and the applicant, solely, will be responsible and liable for any violations and or penalties associated with such violation.

II. PAYMENT

In consideration of the services provided by the Contractor pursuant to this Agreement, District agrees to pay to Contractor the following annual sum of or per month.

Invoices shall be submitted no later than the first of the month for the services performed the preceding month and will be paid no later than the tenth of the month.

The District agrees to pay the Contractor for additional work performed by the Contractor pursuant to written orders placed by the District, at a rate equal to component unit costs of labor and equipment charged by the Contractor under the terms of this agreement.

III. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract between District and

Contractor and which are made part hereof by this reference, consist of the following:

- A. Request for Proposal
- B. Instructions, Terms, and Conditions
- C. Proposal Forms
- D. Proposer's Certification
- E. General Terms and Conditions
- F. Drug Free Workplace Certificate
- G. Statement of Contractor's Experience, Equipment & Personnel
- H. Scope of Work / Specifications
- I. Contract
- J. Permits / Licenses
- K. All Proposal Addenda Issued Prior to Bid Opening Date
- L. All Modifications and Change Orders Issued
- M. Notice of Award / Notice to Proceed

IV. **TERM**

This Agreement will commence on April 15, 2008 and ends on September 30, 2010.

This Agreement has the option to renew for two (2) additional one (1) year periods.

V. **INSURANCE**

- N. **Business Auto Liability.** Contractor shall maintain Business Auto Liability with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired and non-owned autos.
- O. **Worker's Compensation.** Contractor shall provide the District with proof that it is fully insured for Worker's Compensation as required by the State of Florida for Contractor's employees.
- P. **General Liability.** Contractor shall maintain Public Liability Insurance in the single event limit of \$1,000,000.00 or greater showing the District as an additional insured. Proof of coverage shall be provided to the District prior to commencement of work.
- Q. All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to District. Prior to commencing services pursuant to this agreement, the Contractor shall furnish to District certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractors shall provide the District with proof that required coverage has been extended. All certificates shall list the District as additional insured.

VI. **SELF HELP BY DISTRICT**

Within three (3) days after being notified by District in writing of defective or unacceptable work, if the Contractor fails to correct such work, District may cause the unacceptable or defective work to be corrected. If the District corrects the work, the District shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such

three (3) day period, and the Contractor immediately begins corrective work, and District reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, District agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the District shall be entitled to deduct from any monies due or which may become due to Contractor the actual expenditures that are necessary to complete the services not performed.

All costs and expenses incurred by District pursuant to this section shall be deducted from monies due, or which may become due to Contractor for its obligations herein.

The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive District's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

VII. TERMINATION BY THE DISTRICT FOR CAUSE

- A. The performance of work under this Contract may be terminated by District in accordance with this clause in whole or from time to time in part, whenever District determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.
- B. After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:
 - 1. Stop work under this Agreement 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 portions of work under this Contract.
 - 3. Terminate all orders and subcontracts 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 or orders and subcontracts, and request the approval or ratification by the District to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.
 - 5. Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.
- C. After receipt of a Notice of Termination, Contractor shall submit to District Contractor's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by District. No claim will be allowed for any expense

incurred by Contractor to after the receipt of the Notice of Termination and Contractor shall be deemed to waive any right to any further compensation.

- D. Contractor and District may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.

VIII. OTHER MATTERS

- A. Contractor shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the District's property.
- B. Contractor shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the District's Human Resources Department; however, the Contractor acknowledges that the District shall have no responsibility for making any disclosures to Contractor's employees or agents.
- C. The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the District. The District may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- D. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Lake or Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.

- E. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder.
- F. Contractor shall not be construed to be the agent, servant or employee of the District or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the District.
- G. These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District

in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

- H. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- I. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the Contractor or acts of God.

IX. CONTRACTOR'S REPRESENTATIONS

Contractor makes the following representations:

- A. Contractor has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- B. Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that Contractor has satisfied himself relative to the work to be performed.
- C. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- D. Contractor has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- E. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- F. Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- G. Public Entity Crimes: In accordance with Section 287.133, 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 on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact

business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, said District has caused this contract to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said District, and _____ has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written below.

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

AREA INSPECTION FORM

AREA INSPECTION FORM

Location: _____ Date: _____

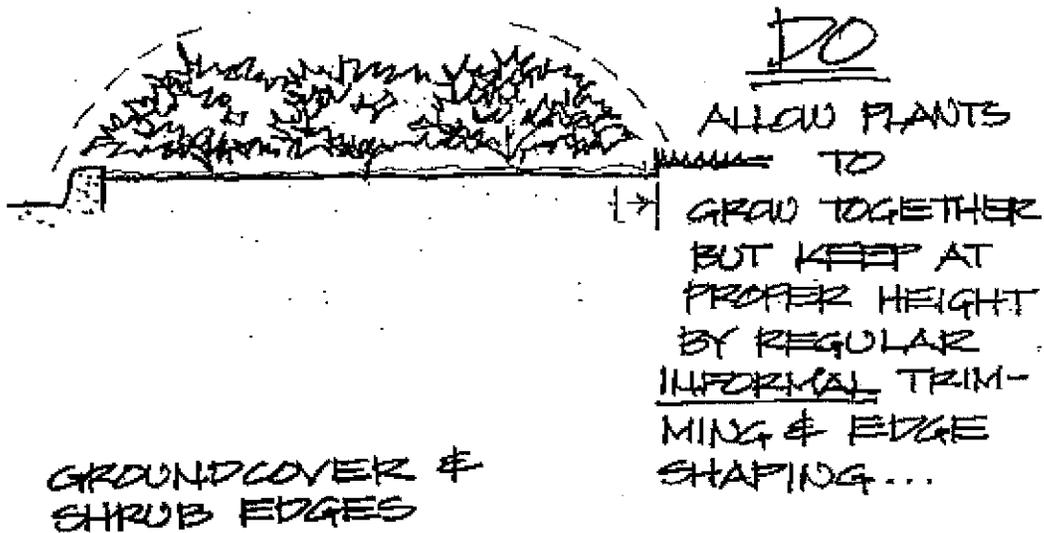
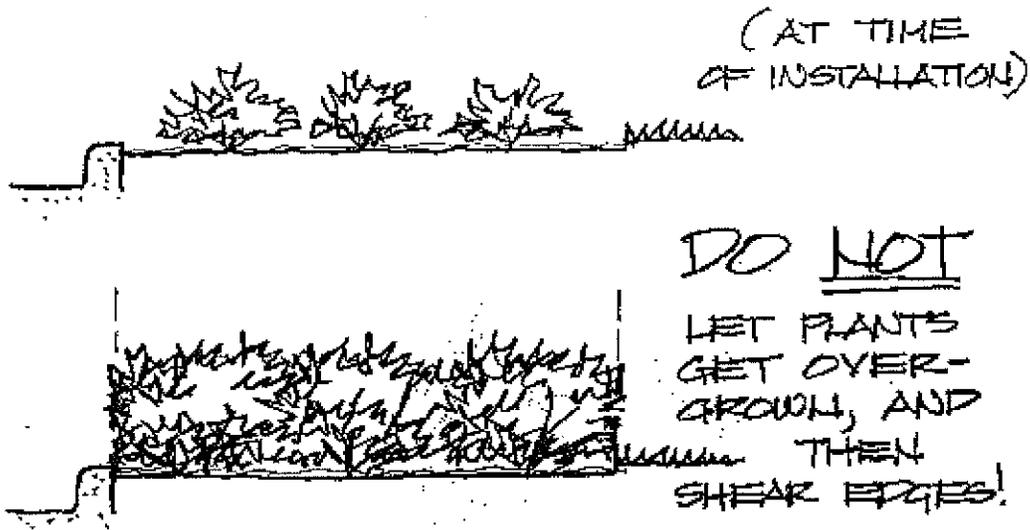
Contractor: _____

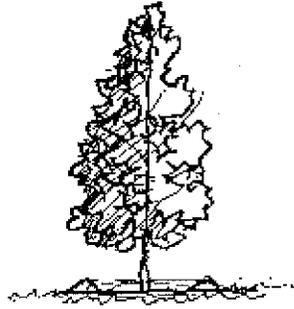
Supervisor: _____

Grade Scale:
0 - Poor 1 - 10 - Excellent

1. Turf	Dry, dying, dead spots. Fire ants. Infested with: Chinch bugs, mole crickets, dollarweeds, crabgrass, other weeds.	[]
2. Irrigation	Heads stuck up, coverage bad, broken heads, not turning, heads out of adjustment wrong location or head blocked. Needs upgrade. Other: Water use tracking, OK, Over, Under.	[]
3. Shrubs	Dead or weak ones, infested with insects, overgrown, trimmed improperly. Separation needed. Plants missing, Plants withering. Needs trimming or cleaned up. Trim formally.	[]
4. Fertilization	Turf needs fertilizer, shrubs need fertilizer, fertilizer was left on/in plants, too close to stem or trunk. Not blown off sidewalks or pavement.	[]
5. Trees/Palms	Dead ones need replacing, palms need fertilizer, limbs need trimming, dead branches need attention. Tree bracing needs attention. Withering, turning brown.	[]
6. Shrub Beds	Lots of weeds, dead spots need trimming, fire ants, dry.	[]
7. Mowing	Missed spots, clippings left, not mowed, scalped areas, not edged, not string trimmed, drive from turning too fast, mower tracks in turf, grass runners not pulled.	[]
8. Mulch	Touch up is needed, not enough, needs removed, not properly tucked in at the edges, left on top of plants. Time to re-mulch. Strings left in beds from bales.	[]
9. Annual Beds	Weeds, dry, plants dead, ready for change-out, need dead-heading, need soil amendments, too sandy. Needs perennials/annuals added to mixed annual/perennial color beds.	[]
10. Overall	Appearance, curb appeal. Use of safety equipment when required. Vests/Signage, etc.	[]
		Final Score: []
		Percentage: []

LANDSCAPE DIAGRAMS

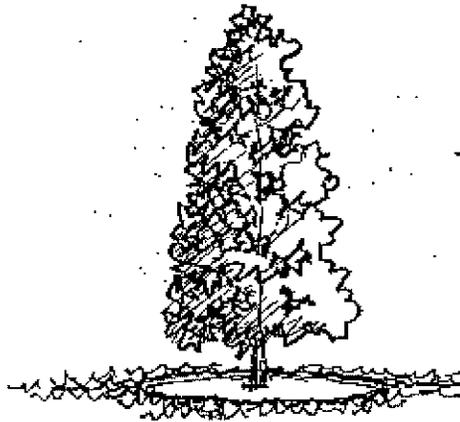




(AT TIME
OF INSTALLATION)

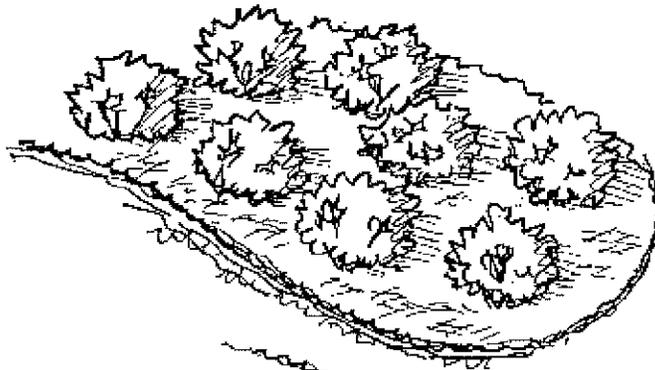


DO NOT
"CHASE UP"
OR "HAT RACK"
LOW BRANCHING
TREES SUCH
AS MAGNOLIAS
OR HOLLIES.



DO
ALLOW SUCH
TREES TO
GROW FULL
TO THE GROUND
WITH NATURAL
CHARACTER...
ENLARGE TREE
RING AS TREE
GROWS.

TREES



(AT THE
TIME OF
INSTALLATION)

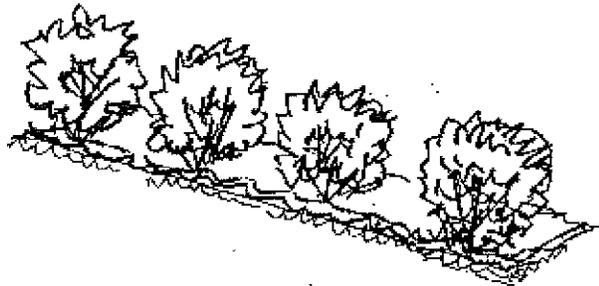


DO NOT
SHEAR OR
"FLAT TOP"
MASSSED
PLANTINGS;
NO SHAPING
OF INDIVIDUAL
PLANTS, EITHER.

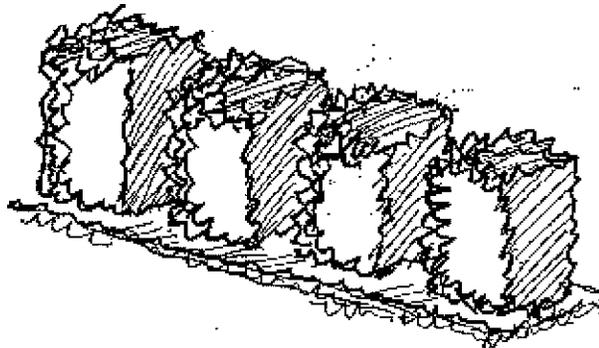


DO
HAND PRUNE
FOR "SOFT,"
INFORMAL,
ROUNDED BUT
NOT SHEARED
FORM.

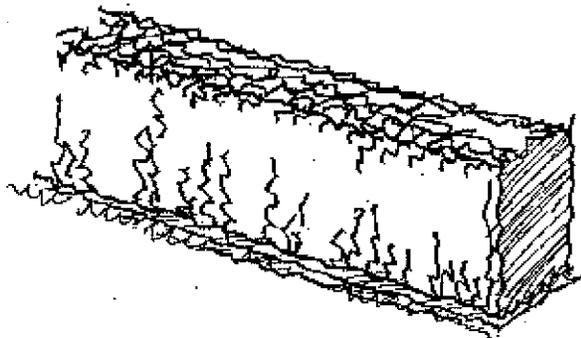
SHRUB MASSES



(AT THE
TIME OF
INSTALLATION)



DO NOT
PRUNE
OR SHEAR
PLANTS AS
INDIVIDUALS



DO
PRUNE
OR SHEAR
TO CREATE
SOLID &
DENSE
HEDGE

HEDGE PRUNING

SAMPLE EVALUATION SCORE SHEET

FIRM:

EVALUATOR:

(Signature) _____

RFP #08P-013 CR 466A

Criteria	Weight	Outstanding (5 Points)	Adequate to Good (3-4 Points)	Marginaly Acceptable (1-2 Points)	Unacceptable (0 Points)	Subtotal (Weight x Score)
1. Completeness of Proposal	10					
Comments:						
2. Adequate machinery, manpower & equipment to perform the Work in high quality manner	25					
Comments:						
3. Qualifications of key personnel assigned to do the Work	20					
Comments:						
4. Contractual and technical experience in Work of a similar size and scope	25					
Comments:						
5. Past performance over the previous twelve (12 months) based on Area Inspection Forms. New proposers will be graded on references provided on Statement of Contractor Qualifications.	25					
Comments:						
6. Cost	15					
Comments:						

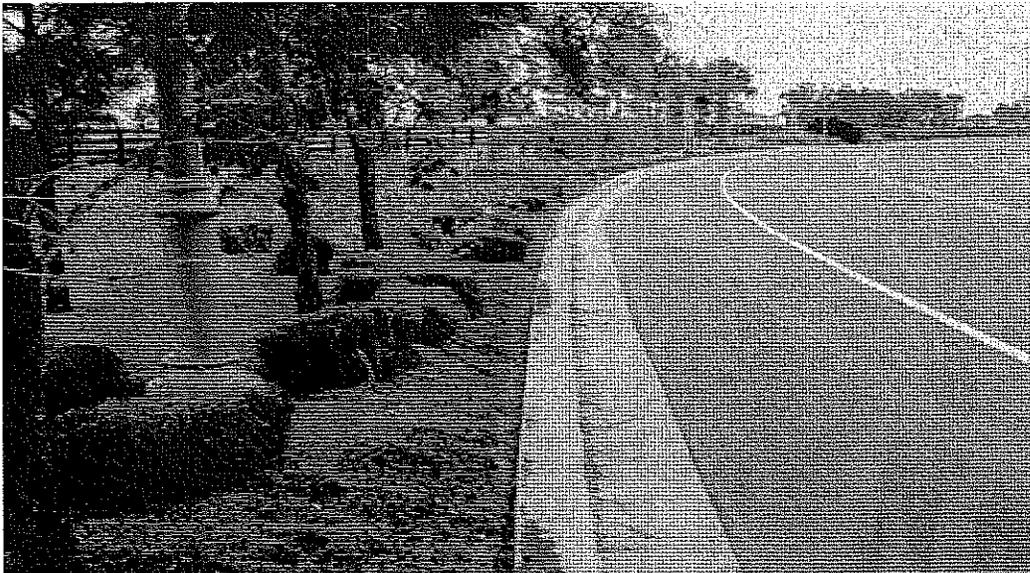
Total Score

PINE STRAW

Picture of Area Before Pine Straw Application



Picture of Area During Pine Straw Application

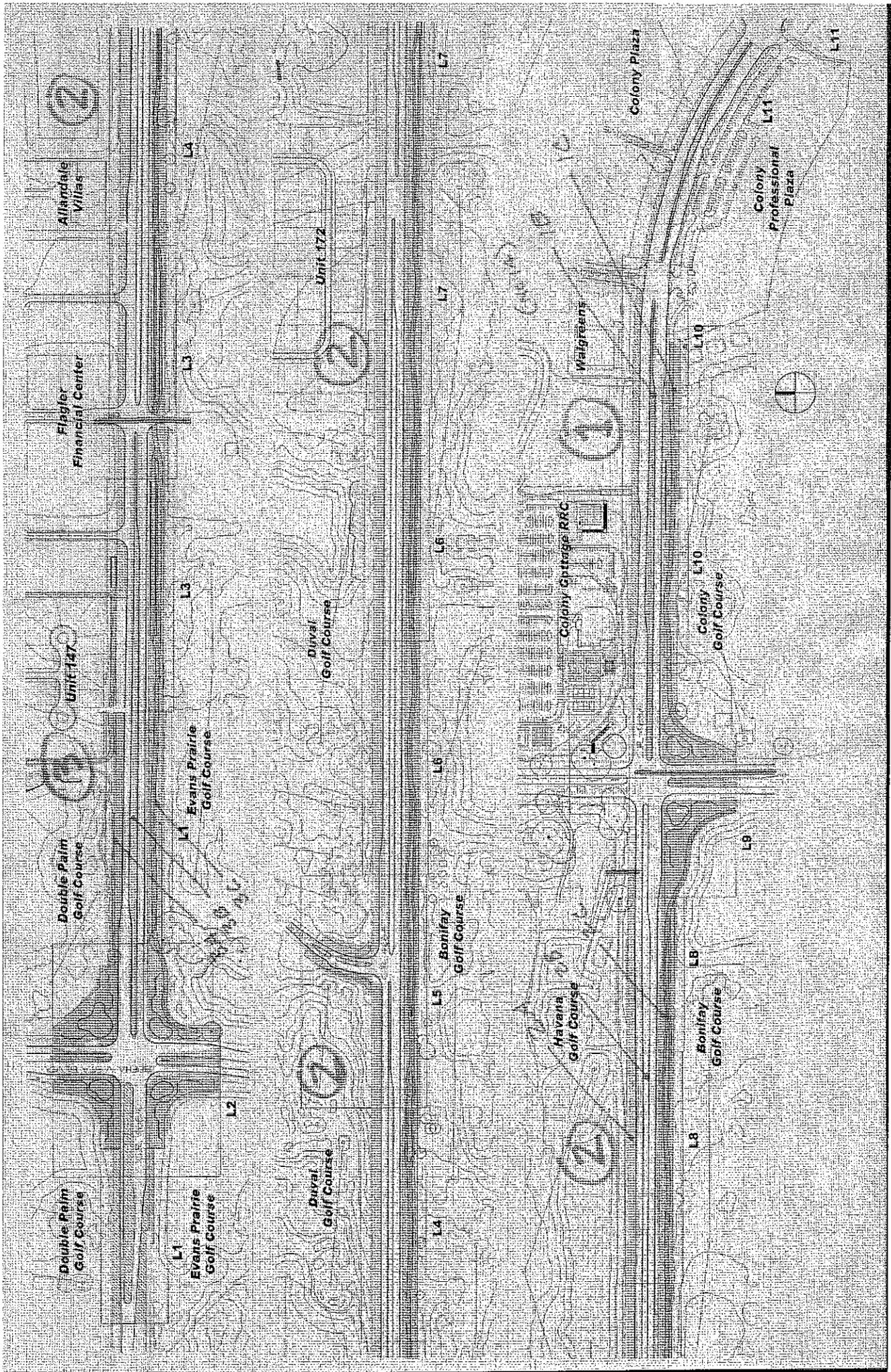


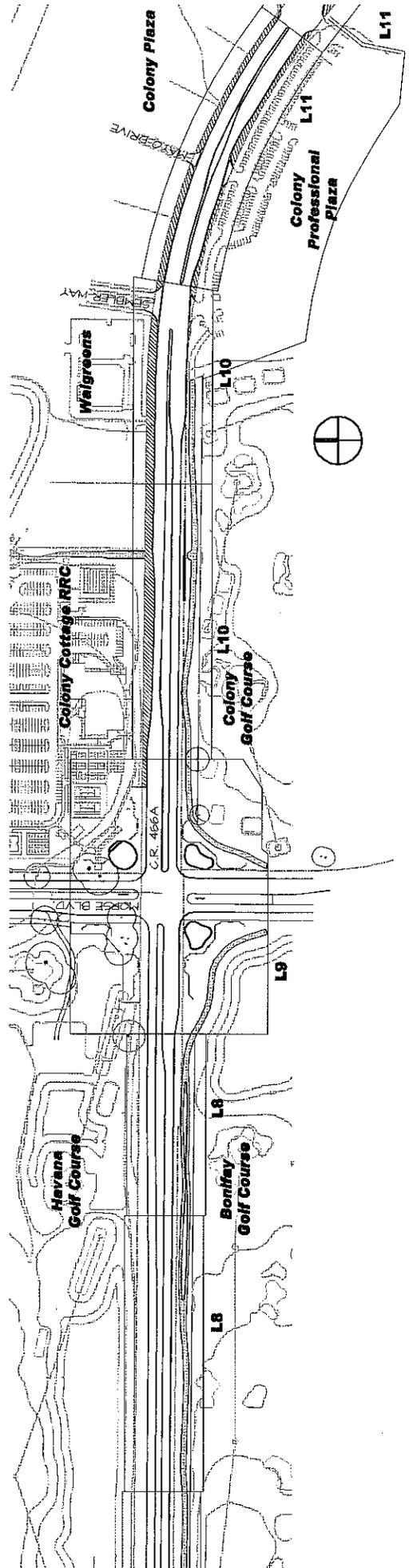
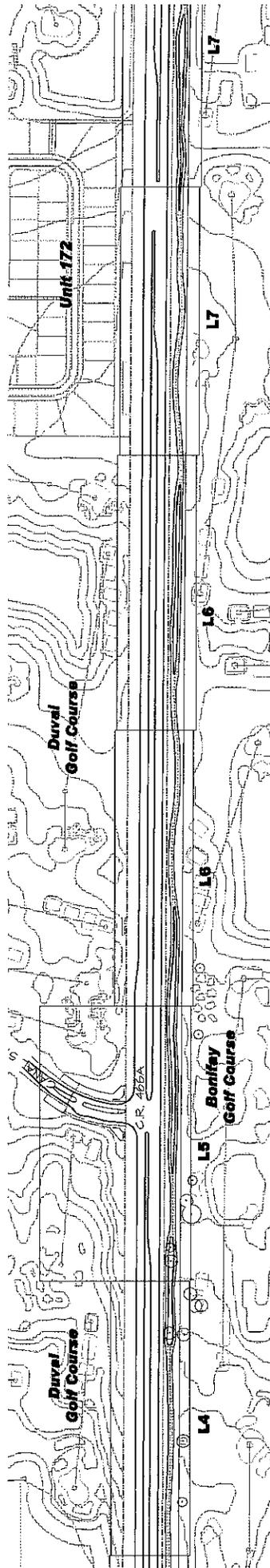
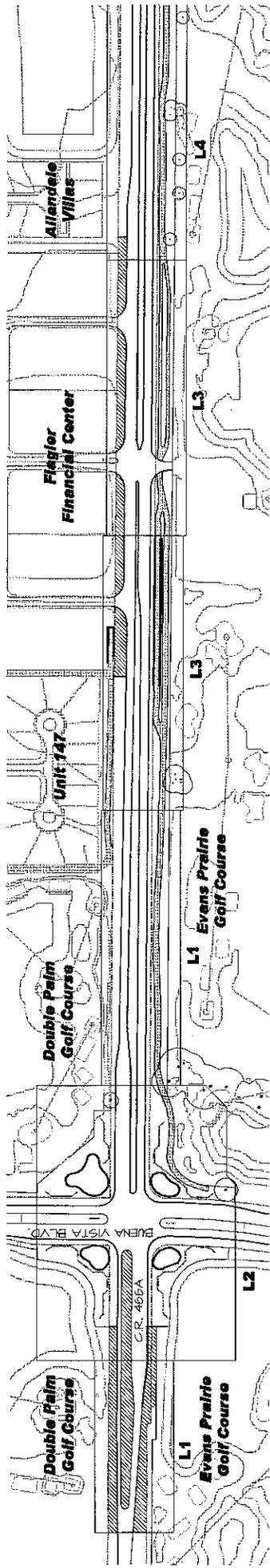
Picture of Area After Pine Straw Application



MAPS

Please refer to the following pages for boundary references for CR 466A.





**AGREEMENT FOR SERVICES
LANDSCAPE AND IRRIGATION MAINTENANCE FOR CR466A
RFP # 08P-013**

THIS AGREEMENT is made this 11th day of April, 2008, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 3201 Wedgewood Lane, The Villages, Florida 32162, and **BRICKMAN, LTD.** (hereafter referred to as "Contractor"), whose address is 14950 South US Hwy 441, Summerfield, FL 34491.

RECITALS

WHEREAS, the District owns or operates certain real property requiring scheduled landscape and irrigation maintenance, and wishes to enter into a contract with a party capable of providing suitable landscape maintenance; and

WHEREAS, Contractor provides landscape maintenance for properties such as those owned or operated by the District, and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

I. SERVICES BY CONTRACTOR

- A. Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by District, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Landscaping and Irrigation Maintenance for CR 466A, Request for Proposal (RFP) # 08P-013, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- B. All maintenance and repair of equipment shall be the responsibility of the Contractor, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this agreement.
- C. The Contractor shall promptly notify the District of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the Contractor required by this Agreement. Contractor agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- D. The Contractor shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from Contractor's operations, including site clean up and policing on a daily basis. The Contractor shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The Contractor shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal

regulations. The Contractor shall provide Contractor's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the District. The use of District's dumpster(s) for any refuse disposal by the Contractor is strictly prohibited.

- E. All Contractor and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- F. Contractor shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on District property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the Contractor.
- G. Contractor acknowledges that the public may associate the Contractor as an employee of the District while the Contractor performs services on the District's property. Contractor agrees to conduct its services and supervise its employees in a way not detrimental to the District's business operation. District reserves the right to approve dress codes for the Contractor's employees.
- H. Contractor shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- I. As per Federal laws and guidelines, all applicants must only employ individuals who are legally authorized to work in the United States of America. Any applicant who may be awarded a contract to provide services will be required to enter into a contract which will include an acknowledgement provision confirming that the applicant only employs individuals who are legally authorized to work in the United States and to the extent that the applicant is employing individuals who are not legally authorized to work in the United States, it is understood that District will not be responsible for any violations of Federal law and the applicant, solely, will be responsible and liable for any violations and or penalties associated with such violation.

II. PAYMENT

In consideration of the services provided by the Contractor pursuant to this Agreement, District agrees to pay to Contractor the annual sum of Two Hundred Twenty-Seven Thousand, Three Hundred Thirty-Two and 66/100 Dollars (\$227,332.66) or Eighteen Thousand, Nine Hundred Forty-Four and 39/100 Dollars (\$18,944.39) per month based on the unit prices and amounts listed in Exhibit "A" of this Agreement.

Invoices shall be submitted no later than the first of the month for the services performed the preceding month and will be paid no later than the tenth of the month.

The District agrees to pay the Contractor for additional work performed by the Contractor pursuant to written orders placed by the District, at a rate equal to component unit costs of labor and equipment charged by the Contractor under the terms of this agreement.

III. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract between District and Contractor and which are made part hereof by this reference, consist of the following:

- A. Request for Proposal
- B. Proposal Forms
- C. Proposer's Certification
- D. General Terms and Conditions
- E. Drug Free Workplace Certificate
- F. Statement of Contractor's Experience, Equipment & Personnel
- G. Scope of Work / Specifications
- H. Contract
- I. Permits / Licenses
- J. All Proposal Addenda Issued Prior to Bid Opening Date
- K. All Modifications and Change Orders Issued
- L. Notice of Award / Notice to Proceed

IV. TERM

This Agreement will commence on April 15, 2008 and ends on September 30, 2010. This Agreement has the option to renew for two (2) additional one (1) year periods.

V. INSURANCE

- M. **Business Auto Liability.** Contractor shall maintain Business Auto Liability with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired and non-owned autos.
- N. **Worker's Compensation.** Contractor shall provide the District with proof that it is fully insured for Worker's Compensation as required by the State of Florida for Contractor's employees.
- O. **General Liability.** Contractor shall maintain Public Liability Insurance in the single event limit of \$1,000,000.00 or greater showing the District as an additional insured. Proof of coverage shall be provided to the District prior to commencement of work.
- P. All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to District. Prior to commencing services pursuant to this agreement, the Contractor shall furnish to District certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractors shall provide the District with proof that required coverage has been extended. All certificates shall list the District as additional insured.

VI. SELF HELP BY DISTRICT

Within three (3) days after being notified by District in writing of defective or unacceptable work, if the Contractor fails to correct such work, District may cause the unacceptable or defective work to be corrected. If the District corrects the work, the District shall be entitled to deduct from any monies due, or which may become due to

Contractor, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the Contractor immediately begins corrective work, and District reasonably determines that the Contractor is diligently pursuing the completion of such corrective work, District agrees to allow Contractor to complete correction of the defective or unacceptable work. In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the District shall be entitled to deduct from any monies due or which may become due to Contractor the actual expenditures that are necessary to complete the services not performed.

All costs and expenses incurred by District pursuant to this section shall be deducted from monies due, or which may become due to Contractor for its obligations herein.

The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive District's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

VII. TERMINATION BY THE DISTRICT FOR CAUSE

- A. The performance of work under this Contract may be terminated by District in accordance with this clause in whole or from time to time in part, whenever District determines that Contractor is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Contractor a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.
- B. After receipt of a Notice of Termination, and except as otherwise directed, Contractor shall:
1. Stop work under this Agreement 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 portions of work under this Contract.
 3. Terminate all orders and subcontracts 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 or orders and subcontracts, and request the approval or ratification by the District to the extent Contractor may require, which approval or ratification shall be final for all purposes of this clause.
 5. Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.
- C. After receipt of a Notice of Termination, Contractor shall submit to District Contractor's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more

extensions in writing are granted by District. No claim will be allowed for any expense incurred by Contractor to after the receipt of the Notice of Termination and Contractor shall be deemed to waive any right to any further compensation.

- D. Contractor and District may agree upon the whole or any part of the amount or amounts to be paid to Contractor by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.

VIII. OTHER MATTERS

- A. Contractor shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the District's property.
- B. Contractor shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the District's Human Resources Department; however, the Contractor acknowledges that the District shall have no responsibility for making any disclosures to Contractor's employees or agents.
- C. The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the District. The District may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- D. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder. The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Lake or Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.
- E. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- F. Contractor shall not be construed to be the agent, servant or employee of the District or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the District.
- G. These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations,

statements, or negotiations made by District staff do not suffice to legally bind the District in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

- H. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- I. Time is of the essence in the performance of this Contract. The Contractor specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the Contractor or acts of God.

IX. CONTRACTOR'S REPRESENTATIONS

Contractor makes the following representations:

- A. Contractor has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- B. Contractor declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that Contractor has satisfied himself relative to the work to be performed.
- C. Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- D. Contractor has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- E. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- F. Equal Opportunity: Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- G. Public Entity Crimes: In accordance with Section 287.133, 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 on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, said District has caused this contract to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said District, and BRICKMAN, LTD. has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written below.

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

BRICKMAN, LTD.

By: Thomas K. McDoough

By: Nathanael White

Thomas K. McDoough
Print Name

NATHANAEL WHITE
Print Name

Vice- Chairman
Print Title

BRANCH MANAGER
Print Title

April 11, 2008
Date

4/2/08
Date

[Signature]
Attest

[Signature]
Attest

LOCATION	Shrubs sq. yds.	Zoysia Turf sq.yds	Bahia Turf sq.yds	Annual count x's 4	Perennial count x's 2	Irrigation zones	Pine straw bales required	Shumard Oaks	Live Oaks	Southern Magnolias	Ligustrum Tree Types	Drake Elms	Crape Myrtles	European Fan Palms	Medjool Date Palms	Pindo Palms	Sable Palms	Washington Palms
465A ph. 1				5,269	573	289												
1A 277+60 to 276+60	250	191					56				2						6	
1B 277+10 to 245+95	2,889	1,392					650		6				37					
1C 261+30 to 245+80	2,874	6,538					647		12	1			18	4	2	2	29	22
2A 241+95 to 187+00	1,181	29,375					266		1				5	3			30	
2B 244+30 to 180+80	5,135	10,023					1,155		31				66					
2C 245+30 to 160+00	13,843	32,033	1,186				3,115	38	147	8	21	16	21	16	5	6	223	83
3A 153+22 to 127+00	4,491	9,720	1,923				1,021		8		3			6	7		47	44
3B 159+50 to 137+00	1,948	2,881					438		8				22		3			
3C 159+50 to 133+00	5,898	8,999	919				1,327	3	21	3	6	1	12	12	7	2	63	47
Total	38,509	101,150	4,028	5,269	573	289	8,675	41	234	12	32	17	181	41	36	10	398	196
UNIT PRICE	1.27	0.68	0.56	1.38	4.16	78.59	4.73	10.17	10.18	10.17	10.19	10.18	10.18	6.66	6.64	6.60	6.65	6.65
TOTAL ANNUAL COST	48906.43	68782.00	2255.68	29084.88	4767.36	22712.51	41032.75	415.97	2382.12	122.04	326.08	173.06	1842.58	273.06	239.04	66.00	2646.70	1303.40

TOTAL MONTHLY CONTRACT AMOUNT: \$18,944.39
(Annual / 12)

TOTAL ANNUAL CONTRACT AMOUNT: 227,332.66

EXHIBIT "A"

Jackson, Jackey

From: Aaron Strange [Aaron.Strange@BrickmanGroup.com]
Sent: Wednesday, October 05, 2011 12:52 PM
To: Jackson, Jackey
Subject: Approval and Signature
Attachments: Full page fax print.pdf

Mr. Jackson

I allow permission for Sumter County to allow the contract for County Road 466A and Powell Road to join the current contract that is in place and set with (The Villages Community Development District) for the remainder portion of County Road 466A.

The terms and agreements set in the scope of services provided to Sumter County will be in addition to the contract already in place with The Villages Community Development District. This will serve as a single source to provide landscape services for County Road 466A and Powell Road both in The Villages area and in the Sumter County Roads responsibilities.

Thank you once again for this opportunity.

Aaron Strange | Account Manager
2 Banyan Road Unit B | Ocala, FL 34472
Office 352-401-9145 | Mobile 407-516-1569 | Fax 352-402-9145

BRICKMAN

Enhancing the American Landscape Since 1939
www.brickmangroup.com