

MONTERRA COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE FOR LAWN/LANDSCAPE



PROPOSAL SPECIFICATIONS

AUGUST 2020

TABLE OF CONTENTS
Lawn / Landscape Maintenance
Request for Proposals August 2020

NOTICE TO CONTRACTORS

SECTION		PAGE NUMBER
1	INSTRUCTIONS TO CONTRACTORS	4-7
2	GENERAL CONDITIONS	8-24
3	CONTRACT/AGREEMENT	25-30
4	PROPOSAL	31-32
5	DETAILED SPECIFICATIONS	33-40
	MAP OF THE SERVICE AREA	41
	PERFORMANCE PAYMENT TEMPLAT	42
	SELECTION/EVALUATION CRITERIA	43

MONTERRA CDD
NOTICE OF PROPOSAL

NOTICE IS HEREBY GIVEN that sealed bids will be received by the MONTERRA COMMUNITY DEVELOPMENT DISTRICT (MCDD), BROWARD COUNTY, FLORIDA, until 2:00 pm on September 4, 2020, at the Monterra CDD Clubhouse, 8451 Monterra Blvd. Cooper City, FL 33024. These bids will be opened and read aloud at the Monterra Clubhouse on September 10, 2020, at 2:00 pm. Bids will only be accepted from firms or entities having qualified with the MCDD in response to the advertised RFP for Landscape Maintenance Contractors

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

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

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

MONTERRA COMMUNITY DEVELOPMENT DISTRICT

George Miller
District Manager

SECTION 1

INSTRUCTIONS TO PROPOSERS

1.01 SEALED PROPOSALS - Sealed proposals will be received at the time and place designated herein and then publicly opened and read aloud for furnishing all transportation, labor, materials, tools, supplies, plants, equipment and machinery necessary, and performing all operations required for the completion of the Work herein specified and as shown in the Contract Plans. Sealed Proposals will only be accepted from firms or entities having qualified with the MCDD in response to the advertised Request for Proposal

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

Owner: MONTERRA Community Development District or its authorized representative.

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

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

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

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

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

Via US Postal:

Monterra CDD c/o Inframark
210 N. University Dr. Suite 702
Coral Springs FL 33071

Via hand delivery:

George Miller, District Manager
Monterra Clubhouse
8451 Monterra Blvd
Cooper City, FL 33024

Proposals may be submitted online by emailing them to: info@montracdd.com or

Via E-mail: George.Miller2@inframark.com

1.04 SIGNATURE ON PROPOSAL - The Proposer shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered, also the names and business address of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

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

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

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

1. A detailed description of the firm including address, telephone number, License Classification with number and date of expiration, Restricted Pesticide License status, and banking and credit references.

2. Briefly describe the educational background and professional experience of firm owners, supervisors, or key employees.

3. List similar contracts for landscape maintenance now held by your firm and other similar Contracts, if any, formerly held. Similar Contracts is defined as residential communities similar or greater in size, the nature, extent and variety of landscaping installed and maintained within the community, to that of CDD, with annual contract amounts at or in excess of \$200,000. List at least one person for each such contract whom may be contacted by us who is knowledgeable about your Work. List telephone numbers for these individuals. The Contractor shall provide written agreement that only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as having completed training.

4. The contract will be awarded only to responsible Contractors having prequalified with the MCDD in response to the RFP for Landscape Maintenance Contractors and which are qualified by experience to do the Work specified herein. The Proposer shall submit in writing, with his bid, satisfactory evidence of his experience in like Work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the Work to the satisfaction of the Owner within the time limit stated in the proposal. Contractor shall include a list of current equipment owned and operated by Contractor, an employee list including years of experience in the employ of Contractor, and Contractor shall designate in writing and submit with bid, a Project Manager/Superintendent to be assigned to the Monterra CDD who will be responsible for providing supervision of the Work and the experience and qualifications of same.

5. Financial statements for the past two (2) years.

1.08 DISQUALIFICATION OF PROPOSER - More than one bid from an individual, firm, partnership, corporation or association under the same or different name, will not be considered. Reasonable grounds for believing that the Proposer submits or is financially interested in more than one proposal for the same Work will cause the rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Proposers and no participants in such collusion will be considered in future proposals for the same Work. Proposals in which prices are obviously unbalanced will be rejected. Bids will only be accepted from firms or entities having qualified with the MCDD in response to the advertised RFP. Those Proposers submitting proposals in response to this RFP who have not been previously prequalified by the MCDD as described herein

shall be considered unqualified Proposers and such bids or proposals will be returned to the Proposer or Contractor unopened wherever possible.

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

1.10 AWARD OF CONTRACT - The award of the contract, if it is awarded, will be to the highest qualified Proposer whose qualifications indicate the award will be in the best interest of the Owner and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the Proposer to do the Work and to have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the Owner within the time specified. Selection criteria for use in ranking qualified Proposers will be used as described herein, and the District Board of Supervisors will serve as the selection committee.

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

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

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

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

NOTE RE: INSTRUCTIONS TO PROPOSERS 1.07(3)

Clarification of the bid requirement that states you must have "SIMILAR CONTRACT REFERENCES." The Monterra Community Development District ("District") is looking for vendors who are providing landscape maintenance services to residential or mixed-use developments of similar size to the District or greater and which require a similar level of

maintenance and the maintenance of plant and landscaping material similar to the pallet of plants and landscaping found on District property within the Monterra development. The location(s) of similarity should reflect the highest level of landscape maintenance standards

SECTION 2

GENERAL CONDITIONS

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

1. Addenda: A written explanation, interpretation, change correction, addition, deletion, or modification, affecting the Contract Documents, including Specifications issued by the Owner and distributed to the prospective Proposer(s) prior to the bid opening.
2. Affidavit: The instrument which is to be signed by the Contractor and submitted to the Owner, upon completion of that job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the Owner incident to partial payments.
3. "And": The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require
4. Article: The prime subdivision of a section of these or any other referenced specifications, the Instructions to Proposers, the Special Conditions and General Conditions.
5. Proposer: An individual, firm, or corporation submitting a Proposal for the Work contemplated; acting directly or through the duly authorized representative.
6. Calendar Day: Any day, including Saturday, Sunday and holidays, and regardless of the weather conditions.
7. Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the contract price or the Contract time issued after execution of the Contract.
8. Contractor: The person submitting a Proposal accepted by the Owner and who thereafter enters into a formal contract with the Owner to furnish the Work bid upon. The Contractor has the obligation to deliver to the Owner the completed job in good and workmanlike condition.
9. Contract Documents: The Contract Documents, sometimes referred to as the Specifications, shall mean and include all parts of the following:
 - a. Notice to Contractor
 - b. Instructions to Proposers
 - c. General Conditions
 - d. Selection/Evaluation Criteria
 - e. Contract Agreement

10. **Equipment:** The machinery and equipment, together with the necessary supplies for upkeep and maintenance, and including the tools and apparatus necessary for the proper landscape maintenance and acceptable completion of the Work.
11. **Force Account Work:** Work performed in addition to that set forth in the original Contract or in supplemental agreement or change orders, and which is paid for based on actual cost of material and labor, plus a fixed percentage of such cost.
12. **Landscape Maintenance:** Landscaping maintenance includes the activities necessary to properly maintain right-of-way, water management areas, lawns and similar planted areas. Activities may include mowing, edging, removal of weeds, pruning of trees and shrubs. Fertilization, irrigation, controlling insects and disease will be the responsibility of other vendors under separate contracts.
13. **Materials:** Any substance proposed to be used in connection with the construction of any structure, facility or appurtenance, or of Work, either by the Contractor or by its Subcontractors and any substance or equipment purchased by the Contractor for resale to the Owner under this Contract.
14. **Notices:**
 - a. **Notice of Acceptance:** The official letter from the Owner to the successful Proposer, notifying him that he has been awarded the Contract.
 - b. **Notice of Award:** Same as Notice of Acceptance
 - c. **Notice to Proceed:** The official letter from the Owner to the Contractor instructing the Contractor to commence Work under the contract.
15. **Person:** The word "person " shall mean and include any individual, partnership, society, association, joint venture company, corporation estate, receiver, trustee, assignee, reference, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons"
16. **Principal:** When used in the Proposal Guaranty, the word "Principal" means the same as the word "Proposer". When used in the Contract Bond, the word "Principal" means the same as the word "Contractor"
17. **Pronouns:** The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
18. **Proposal:** The offer of the Proposer for the Work when completely filled out and timely submitted on the prescribed Proposal Form, properly signed and guaranteed.
19. **Proposal Form:** The official form on which the Owner requires formal bids to be prepared and submitted.

20. Provided: As used in the Specifications, provided shall be understood to mean complete in place" that is, "furnish and installed". Whereas shown, as indicated, as detailed or words of similar import are used it shall be understood that references to the Specifications accompanying these documents are intended unless otherwise expressly stated.
21. Resident Project Representative: The District Manager or an authorized representative and/or employee of the Owner assigned to the project to make observations of the Work performed by the Contractor.
22. Scope of Work: Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.
23. Specifications: The Instruction to Proposers, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.
24. Special Conditions: Specific clauses supplemental to the other Contract Documents setting forth conditions which vary from or are in addition to the other Contract Documents.
25. State: State of Florida.
26. Subcontractor: A person supplying labor, materials, supplies, equipment, services, and other incidentals used directly or indirectly by the Contractor, but not with the Owner.
27. Superintendent: The Contractor's authorized executive representative, in responsible charge of the Work at all times.
28. Surety: The corporate body which is bound by the Contract Bond with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the Work for which the Contract has been made and for his prompt payment of all debts pertaining there to.
29. Work Order: A written authorization to the Contractor signed by the Owner, concerning the performance of Work and/or the furnishing of materials on a Force Account Basis as provided in General Conditions
30. Work: Everything expressed or implied, required to be furnished and/or done by the Contractor by any one or more of the Contract Documents, including any change orders modifying the Work to include additional areas not currently included in the contract documents.

2.02 OBLIGATIONS OF PROPOSER TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT.

1. The Proposer, by and through the submission of his bid, agrees that he shall be held responsible for having therefore examined the site(s), the location of all proposed Work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground surface and subsurface, and other conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work may be included in the prices of the bid and thereby provide for the satisfactory landscape maintenance thereof

2. The Proposer, in preparing his bid, shall take into consideration any and all Work by other contractors which may be in progress at or near the site during the performance of the Work to which the bid relates, and that he will be expected should he be awarded the Contract, to avoid interference with Work done by such other contractors and to coordinate his Work with other contractors at the site.

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

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

2.05 ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING - No oral interpretations will be made to any Proposer as to the meaning of the Contract Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or interpretations will be mailed or sent by available means to all known prospective Proposers not later three (3) days prior to the established bid opening date. Each prospective Proposer shall acknowledge receipt of such Addenda in the space provided therefor in the Proposal Form. In case any Proposer fails to acknowledge receipt of such Addenda or Addendum, his bid will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. It is the responsibility of each prospective Proposer to verify that he has received all Addenda issued before bids are open.

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

2.07 PREPARATION OF THE PROPOSAL.

1. Signature of the Proposer: The Proposer must sign the Proposal Form in the space provided for the signature. If the Proposer is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of the required number of partners must follow the firm name and evidence of the partners' authority must be submitted. The words "authorized member of the Firm" should be written beneath such signature. If the Proposer is a corporation, the title of the officer signing the Proposal on behalf of the corporation shall be stated and evidence of his authority to sign the Proposal must be submitted. The Proposer shall state in the Proposal the name and address of each person interested and provide evidence of each person's authority to act on behalf of the Proposer.

2. Basis for Bidding: The price for each item shall be on a lump sum or unit price basis according to the form of Proposal.

3. Price Bid: The Price for the Work shall be the sum of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Proposal Form. In the event that there is a discrepancy on the Proposal Form due to the unit price extensions or additions, the corrected extension and additions shall be used to determine the project bid amount.

4. Submission of bids:

Proposer. If forwarded by mail, the bid shall be enclosed in another envelope addressed to Monterra Community Development District, 210 N University Drive, Suite 702, Coral Springs, FL 33071 and preferably special delivery, to George Miller, District Manager. Proposals will be received until the date and hour stated in the advertisement for proposals.

a. The Proposer must submit with his bid an accompanying letter in which he shall list the name and addresses of his major Subcontractors together with the services they will supply. These Subcontractors will be subject to review as to their competency by the Owner prior to award of Contract and shall be one of the considerations in determining the best-qualified Proposer as defined hereinafter. After award of Contract, no change in Subcontractors shall be made unless approved by the Owner in writing by the Contractor which shall include the reasons for such request.

b. The Proposer shall submit with his Proposal evidence in Landscape Maintenance and financial status by providing the following:

- (1) proof that he maintains a permanent place of business; and
- (2) proof that he has: adequate plant, machinery, workforce and equipment, and can do the Work properly, expeditiously and in a high-quality manner to meet time and budget requirements; and
- (3) proof of recent, current and projected workloads of his firm, together with evidence of previously awarded contracts to his firm; and
- (4) proof that he has a suitable financial backing status to allow him to meet the obligations as outlined in and incident to the Work; and
- (5) proof that he has successful contractual and technical experience in Work of Similar Contracts, size and scope within Broward County and/or surrounding areas; and
- (6) proof that he has all valid necessary state, county and local licenses or certificates of competency covering all aspects of the Proposer and the Work detailed in the Contract Documents; and
- (7) proof that all the Subcontractors he proposes to use hold all valid necessary state, county and local licenses, and certificates of competency covering all operations of said Subcontractors.

2.08 DISQUALIFICATION OF PROPOSERS.

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

2. Collusion among Proposers: If it is believed that collusion exists among the Proposers, the Proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Proposals for the same Work.

3. Bids will only be accepted from firms or entities having qualified with the MCDD in response to the advertised RFP for Landscape Maintenance Contractors.

2.09 WITHDRAWAL OF BIDS - Any bid may be withdrawn prior to the time scheduled in the Advertisement for Bids for the opening thereof. A bid may also be withdrawn sixty (60) days after the date of the bids, provided that the Proposer has not been notified that his bid has been accepted.

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

2.11 OPENING OF BIDS - Bids will be publicly opened and read aloud at the appointed time and place stated in the Advertisement for Bids. The officer whose duty it is to open them will decide when the specified time has arrived, and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Proposers or their authorized agent are invited to be present.

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

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

2.14 AWARD OF CONTRACT

1. The Owner reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the Work contemplated. The Owner reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed 25 percent of the total bid prices for the project. If bids are found to be acceptable by the Owner, written notice will be given to the highest ranked qualified Proposer of the Acceptance of his Proposal and of the award of the Contract to him.

2. If a Proposer to whom a Contract is awarded forfeits and fails to execute the Contract as provided for herein, the award of the Contract is annulled and said Proposer forfeits the posted Proposal Guaranty. The Owner may then award the Contract to the next highest ranked qualified Proposer or the Work may be re-advertised or may be constructed by day labor as the Owner decides.

3. The Contract will be awarded to the highest ranked qualified Proposer that best serves the interest of the Owner, as determined by the Selection Committee. The following elements, in addition to those noted in the Contract Documents, will be considered by the Selection Committee:

a. Whether each Proposer:

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

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

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

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

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

2.16 INTENT AND CORRELATION OF DOCUMENTS - The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. It is further understood that, upon the

award of the Contract, no deviation will be allowed from the initial interpretation thereof. The intent of the Contract Documents is to include all labor, materials, supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the Work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the Contract Documents and shall apply equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by any Subcontractor.

2.17 NOTICE AND SERVICE - All notices, demands, requests, instructions, approvals and claims shall be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the Proposal (or to such other offices as the Contractor may from time to time designate in writing), or if deposited in the United States mail in a sealed postage prepaid envelope, or if delivered with charges prepaid to any telegraph company of transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the Contractor to the Owner, or to any of its representatives or any other notices or demands shall unless otherwise specified in writing to the Contractor, be delivered to the office of the Monterra Community Development District, 8451 Monterra Blvd., Cooper City, FL, 33024, Attention: District Manager or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or, in the case of other representatives of the Owner to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose).

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

2.18 TERMS OF CONTRACT.

1. The Contract shall be for a period of twelve (12) months, commencing upon Notice to Proceed at the price stated in the Proposal. Contract may be extended for twelve month periods upon mutual consent of both parties, so long as the increase, if any, is in the contract price for the subsequent year shall not exceed 5% of the prior year's contract total, in which case, the contract shall be re-bid.
2. The Monterra Community Development District reserves the right to terminate the Contract in accordance with the provisions of Section 2.30 herein.

2.19 EMPLOYEES - The Contractor shall always enforce strict discipline and good order among his employees and the employees of any subcontractors and shall not employ on the Work an unfit person or anyone not skilled in the Work assigned to him. Subcontractors whose Work is unsatisfactory to the Owner or who are considered by the Owner's Resident Project Representative

as careless, incompetent, unskilled or disorderly or who uses threatening or abusive language to any person shall be dismissed from Work upon notice from the Owner and shall not be employed to perform the Work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the site of the Work.

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

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

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

221 SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner and Resident Project Representative and with other Contractors in every way possible.

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

The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performances of the Work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefore when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

2.22 SURVEYS, PERMITS, AND REGULATIONS - Both temporary and permanent permits, licenses and any other approvals necessary for the prosecution of the Work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

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

2.23 PROTECTION OF PROPERTY AND THE PUBLIC

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

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

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

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

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

The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of owners of any land adjoining any

work sites, which may be caused by him or his employees or Subcontractors, or which he or they might have prevented. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefore; the same care shall be exercised by all Contractor's and Subcontractor's employees.

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

2.24 INSURANCE.

1. The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of his employees employed at the site of the Work and, in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous Work under this Contract at the site of project are not protected under the "Worker's Compensation" Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

2. The Contractor shall provide and maintain during the life of this Contract, insurance that will protect him, and any Subcontractor performing work covered by the Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of the Contract insurance that will indemnify and hold harmless the Owner, and their agents and employees from and against all claims, costs, expenses) including attorney's fees and damages arising out of or resulting from performance of the Work, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with a limit of \$1,000,000.00 in each of three policies as follows:

- a. Comprehensive General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The Owner shall be named as an additional insured.

b. Comprehensive Auto Liability Insurance.

3. All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein.

4. At the time of execution of the Contract, the Contractor will file with the Owner certificates of such insurance, acceptable to the Owner. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Owner.

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

226 EXAMINATION OF THE WORK - The authority and duties of the Owner's Resident Project Representative(s) are limited to examining the materials furnished, observing the Work done, and reporting their findings. The Owner does not underwrite, guarantee or ensure the Work done by the Contractor. It is the Contractor's responsibility to perform the Work under the Contract Documents. It is the Contractor's responsibility to perform the Work in all details in accordance with the Contract Documents, and the Owner shall never be responsible or liable to the Contractor's or any other party by reason of the Contractor's failure to do so. Any failure by the Owner or the Resident Project Representative to discover defects or deficiencies in the Work of the Contractor shall not release Contractor from his liability therefore to the Owner, or any other party for any such defects or deficiency.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any Resident Project Representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract Documents.

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

All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special Work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the Work performed by him.

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

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

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

2. For all material used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof

3. For any special machinery or special equipment, including fuel and lubricants therefore, required for the performance of extra Work, the Owner shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such Work is begun, for every hour that such special machinery or equipment is used on the extra Work. The compensation herein provided shall be received and accepted by the Contractor as payment in full for all Work done. The Contractor's representative and the Owner shall compare records of extra Work done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the Owner and shall be signed by both the representative of Contractor and Owner referred to herein, one copy being submitted to the Owner and the other being retained by the Contractor.

229 CANCELED ITEMS AND PAYMENTS THEREFORE - If the Contractor shall fail to begin the Work called for by the Contract within the time specified, or shall fail to perform the Work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the Work within the prescribed time, or shall perform the Work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or shall become insolvent, or shall make an assignment for the benefit of creditors, or from any other cause

whatsoever shall not carry on the Work in an acceptable manner, the Owner may give notice in writing to the Contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same.

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

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

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

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

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

7. Take such action as may be necessary or as the Owner may direct, for the protection and preservation of property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.
8. Deliver to Owner releases and satisfactions of liens for all labor, materials and supplies provided prior to the effective date of the Notice of Termination.

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

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

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

In arriving at the amount due the Contractor under this clause, the following shall be deducted: (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Owner may have against price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to provisions of this clause, and not otherwise recovered by or credited to the Owner.

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

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

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

The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor and Owner. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to Contractor and the terms of the General Conditions, the Special Conditions, and other Contract Documents insofar as applicable to the Work of Subcontractor. Further, the Contractor shall maintain the same power with regards to terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

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

SECTION 3

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the Monterra Community Development District, Cooper City, Florida, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, party of the first part (hereinafter sometime called the "District") and _____, party of the second part, hereinafter called the "Contractor"

WITNESSETH:

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

ARTICLE I. SCOPE OF WORK

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

ARTICLE II.

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

ARTICLE III.

The Contractor shall commence Work on _____, 2020, and shall be performed in accordance with these Contract Documents.

ARTICLE IV TERMINATION

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

With copy to:

District Counsel, Ginger Wald, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

CONTRACTOR: _____

ARTICLE VIII. STORM RESPONSE

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

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

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

6. Contractor and the District Manager or his designee shall develop a response plan in accordance herewith for Contractor response after the disaster event.

B. Post-Storm

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

- e. Identify the type of equipment utilized (i.e. fuel consumption and hours of operation for chainsaws, backhoes, shovels, and other equipment - excludes hand tools);
- f. Coordinate with the District with respect to the use of any temporary staging site for debris and ensure that the proper permit has been obtained from the EPA;
- g. Provide a GPS in connection with stump removal and any temporary staging site(s), identifying locations within the District;
- h. Provide copies to the District of all invoices, noting man hours, equipment used, dates, and times.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attested by Monterra Community Development District, Broward County, Florida

Secretary/Assistant Secretary

Chairperson

District Manager

Signed, Sealed and Witnessed in the presence of:

As to Contractor (*):

Attest:

By:

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

SECTION 4

PROPOSAL FOR LAWN / LANDSCAPE MAINTENANCE

Proposal of:

(name)

(address)

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

"Lawn / Landscape and within the Monterra Community Development District"

Gentlemen:

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

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

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

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

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

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

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

Proposer's Certificate No. _____

Proposer's Occupational License

WITNESS

By:

Signature of Authorized Agent

**MONTERRA COMMUNITY DEVELOPMENT DISTRICT LAWN /LANDSCAPE BID
SPECIFICATIONS**

**SECTION 5
DETAILED SPECIFICATIONS**

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

3.02 MAINTENANCE SPECIFICATIONS

1. Turf Maintenance

Paspalum notatum variety "Argentine" Bahia grass and Stenotaphrum secundatum, variety "Floritam" St. Augustine grass.

a. Mowing height is to be four (4) inches within the community proper; four and one half (4 ½) inches exterior to our perimeter walls and fences, and five (5) inches in the FPLEasement. Exceptions may be granted during periods when the turf is being renovated or for other approved reasons. This will assist the root-shoot relationship and help retain weed growth.

b. The Contractor shall use rotary mowers with sharp, correctly balanced blades. These mowers are to be cleaned before bringing them on the CDD property and correctly adjusted before mowing.

c. Floritam grass mowing will be required 42 times each year. Mowing as follows: every ten (10) days in January (3), February (3), March (3), weekly starting in April (4), May (4), June (4), July (4), August (4), September (4), back to every ten (10) days in October (3), November (3) and December (3) = (42) cuts; any deviation must have written approval.

d. Grass clipping shall be removed or mulched into the turf, streets, curbs, sidewalks, bike paths, plant beds, and borders shall be maintained free of grass clippings following GI-BMP standards. Clippings are not to be blown into drains or left on any hardstand.

2. Edging

a. Mechanical edging of all turf grass areas next to curbs, streets, sidewalk, bike paths, beds and borders shall be done at least every cut to prevent grass encroachment over hard surfaces or onto beds or borders.

b. Chemical edging shall not be permitted unless written approval is secured from the Resident Project Representative for the District.

c. Dirt, trash, and debris resulting from edging operations shall be removed, and all areas shall be left in clean condition before the end of the Working day. Any palm fronds on the ground will

be collected and removed from the CDD property each day.

3. Turf Fertilization

TURF fertilization is provided by another vendor under a separate contract and not the responsibility of the Contractor.

4. Weed Control

a. WEED CONTROL ELSEWHERE THAN IN TURF: THE CONTRACTOR SHALL KEEP ALL PLANTED AREAS FREE OF WEEDS AT ALL TIMES INCLUDING THE BASES OF TREES AS WELL AS SHRUBS, BEDS AND BORDERS. IN GENERAL, WEEDS SHALL BE REMOVED BY HAND FROM THESE AREAS. CHEMICALS WHICH MAY CAUSE PLANT INJURY, DECLINE OR DEATH SHALL NOT BE USED WITHOUT THE EXPRESS ADVANCE APPROVAL BY THE RESIDENT PROJECT REPRESENTATIVE OR DISTRICT MANAGER.

b. Weeds in the turf areas is the responsibility of another vendor under a separate contract and not the responsibility of the Contractor.

5. Insect Pest Control and Disease Control

a. Turf - Will be handled by another vendor under a separate contract and not the responsibility of the Contractor.

b. Trees, Palms and Shrubs. - Will be handled by another vendor under a separate contract and not the responsibility of the Contractor.

6. Disease Control

Will be handled by another vendor under a separate contract and not the responsibility of the Contractor.

7. Pruning

a. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. The Resident Project Representative shall be made aware of all pruning activities. The use of tree climbing spikes is prohibited.

b. Pruning shall also include removal of trees, palms, shrubs or ground covers which are dead, broken or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue or the plant totally removed. In accordance with GI-BMP and ANSI-300 standards.

c. Pruning shall include the removal of inward growing branches, water suckers and crossing or rubbing branches. The crossing branch facing inward will generally be selected for removal.

- d. Major pruning shall be done by the Contractor to shape individual plant species and/or to renew the vigor of the particular plant species.
- e. All trees, palms and shrub pruning to follow ANSI—A 300 guidelines and GI-Best Management Practices.
- f. Dead palm fronds to be removed up to 12 feet in height. Unsightly palm fronds that occur at other times of the year shall be removed immediately.
- g. When major pruning begins on a particular species of plant, pruning shall continue until all plants of that species have been pruned within the jurisdiction of this contract
- h. Minor pruning shall occur throughout the year to keep individual plants within desired limits on an as-needed basis.
- i. The Contractor is required to remove all pruned materials and debris from the site each day
- j. Plant materials shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage.
- k. Hedge trimming shall be performed monthly, or more frequently as directed by the Resident Project Representative or District Manager. Hedge height will be determined by the District Manager'

8. Water, Irrigation and Sprinklers

Is responsibility of another vendor under a separate contract and not the responsibility of that Contactor. The Contractor must maintain good communication with that vendor company to ensure adequate irrigation is provided through out the community.

9. Mulching

Will be handled by another vendor under a separate contract and not the responsibility of the Contactor.

However, just prior to the next seasonal planting, the existing mulch should be incorporated into the soil. Additional mulch should then be added (top-dressed) immediately following the next planting. The Contractor will be responsible for mulching in this newly planted area. Annual beds are not to be mulched except an aesthetic spreading at the Clubhouse.

10. Miscellaneous

1. Trash Removal. Contractor shall maintain road rights of way and landscaped areas in a trash free condition at all times. Any fallen palm fronds will be collected and disposed of daily.

2. Storm Damage Debris Removal. Contractor shall respond to District Resident Project Representative within twelve (12) hours to remove storm damage debris.

Storm Cleanup: As part of the bid and contract, Proposer/contractor shall supply as part of the bidding process a supplemental list of assets and on staff personnel that can be used on the Property to clean up, recover and remediate the landscape, immediately after a significant storm or hurricane.

As part of the supplemental information provided above, a price list should be included for all phases of the storm clean up and remediation process.

* See Section 3 — Landscape Maintenance Agreement for detailed expectations.

3. Supervision:

The Contractor will furnish full-time, qualified, on-site supervision during any period when service is being provided in this Contract.

This position is other than a working foreman position. The on-site supervisor must be fluent in English and will have direct communication with and contract decision making authority with the District Resident Project Representative.

This Supervisor should have a minimum of 10 years lawn maintenance experience in order to monitor execution and flow of Work; to daily communicate with District Project Representative and to address maintenance issues brought to Representative's attention.

Proposer/contractor shall identify their prospective Supervisor(s) and provide as part of their bid, supplemental information on Supervisors work experience and background.

4. The selection committee would like the Proposer/Contractor to discuss his control procedures and communication capabilities to track his staff and equipment while in route to and while on the CDD property.

5. The CDD requires that every vendor: (1) use the Pine Island Road gate when entering and exiting the property (2) to stop by the Clubhouse and sign onto the property on arrival and (3) sign out of the property when departing at the end of the day. The property is over 480 acres (almost three-quarters of a square mile) and approximately nine miles of roadways. In the event that someone needed to contact one of Contractor's employees in an emergency while on the CDD property, the CDD on-site District Project Representative should be able to contact the Contractor's office and be advised as to the location of the work crew.

6. There are specific rules and factors that impact the landscaping of the Linear Park & the FPL easement area. The Proposer/Contractor must be familiar with these rules and factors when bidding. Additionally, the Proposer must be aware of the requirements dealing with storm damage.

and traffic flow when working in the Pine Island Road median and the CDD area along Sheridan Street, University Drive and Sterling Road

FPL Easement Pruning:

The trees selected for the FPL Easement area and approved by FPL were chosen for their overall height, spreading growth habit and are conducive to pruning specifications demanded by FPL without destroying the trees normal growth characteristics. The following pruning specifications are specific to the EPL easement Liner Park:

- All trees shall be maintained, at all times, at or below a maximum height of fourteen feet (14') from the top of sidewalk.
- Contractor shall be required to provide monthly observations of the FPL Easement Linear Park and to perform any and all pruning necessary to maintain the trees at or below the fourteen foot (14') height without destroying the aesthetic growth characteristics of the trees and the aesthetic appearance of the FPL Easement.
- Contractor shall be allowed to use mulching mowers so long as the cuttings do not pile up or create "waves" or a "windrow" appearance.
- Contractor shall take care to not create ruts or divots in the turf grass while the turf is wet or waterlogged. Further, the Contractor will be financially responsible for replacing damaged turf grass within one (1) week of causing the damage or being notified of the damage by staff. The Contractor needs to advise CDD staff of any turf replacement so that proper irrigation for that section can be arranged.
- Contractor shall be responsible for cutting the FPL Easement even if the FPL Easement becomes waterlogged and does not dry out prior to the scheduled cut. The Contractor shall take all reasonable care to cut the FPL Easement with the full knowledge that any damage to the turf grass as a result shall be the Contractors financial responsibility to replace within one (1) week of causing the damage or being notified of the damage by staff. **If needed, Contractor may cut the turf using a string trimmer or by similar means so long as the turf is not damaged.**
- Contractor shall prune any side or low branches of trees located near any pathway, seating areas or equipment stations to ensure a clear path free from any encumbrances for pedestrians and bikes.

- The Contractor shall prune bushes and trees at a height sufficient to allow a person riding a bicycle to pass beneath without an impediment. A clear space of eight (8) feet between a sidewalk and a overhanging limb or branch will be considered the minimum
- Moving height in the easement shall be five (5) inches.

Additional comments of a more general nature

- Provide eighteen (18) lifts services for hardwood trees up to 8 feet and palm trees up to 20 feet (including seed pods) annually.
- Provide forty-two (42) on-going manual weed control services annually to keep all landscape beds, hardscape, walks and roadways weed free between each lawn service.
- Persistent weeds shall be manually removed between each lawn service so as not to **exist continually** for more than 48 hours.
- Provide forty-two (42) inspections of all drains located in the landscape areas (turf, plant beds etc.) in order to remove and keep clean of all landscape debris.
- Provide soil testing analysis at the request of the Monterra CDD using an independent and accredited laboratory.
- Client shall request from time to time proposals to replace annuals /seasonal plants and the Contractor shall submit a separate proposal for consideration.
- Proposer shall ensure that plants which obstruct views of the roadways or approaching pedestrians from inside a vehicle shall be identified and pruned accordingly to remove any hindering of visibility.
- Proposer shall ensure that plant beds designed to give the appearance of a solid entity shall be pruned to promote appearance.
- Proposer shall prune hedges so as to promote the intended design (straight line/border hedges/screening) and shall trim hedges in such a manner that the bottom of the hedge is wider than the top of the hedge.
- Proposer shall not prune cold-damaged plants except to remove the ends or tips of plants to promote recovery.

Storm Damage

- The Contractor shall inspect the property during regular hours to prevent or minimize damage during threats of stormy weather.

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

Traffic Control

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

Implementation

- The Contractor shall provide a written maintenance schedule for all services to the Monterra CDD Manager and Owner's Resident Project Representative no less than three (3) days e the start of each month in which the services will be performed.
- The Contractor shall indicate **in advance** if any of its personnel are sub-contracted.

- The Contractor will provide copies of all licenses, certifications, and any other documentation required by Broward County, The City of Cooper City, the State of Florida, and any Federal laws/rules or ordinances.
- No work is allowed on Saturday or Sunday without prior authorization from the District Manager of Monterra CDD. No work will be permitted on holidays unless it an emergency.

Payment Procedure

The monthly invoices shall be paid only for the services performed during the preceding month. The vendor will provide a list of services performed including, Turf Care, including edging, Shrub & Ornamental trimming, Litter Abatement (including drain inspections), Lifting of Tree branches, and Weed Control. An example template is attached as page number 43.

Payment Retention

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

Selection Criteria

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

Service Area

Generally speaking, there are eight (8) distinct areas that fall under this Lawn/Landscaping RFP.

See Map Page 42 all marked in green

- They are:
- (1) the common area of the CDD
 - (2) the Pine Island Road median
 - (3) Sheridan Street median
 - (4) The NW corner of Sheridan Street and University Drive running from the sidewalk between the canal and the Monterra Apartments property line north to the church property, also the lake bank area around the two bodies of water that run along the west side of University Drive.- see map.

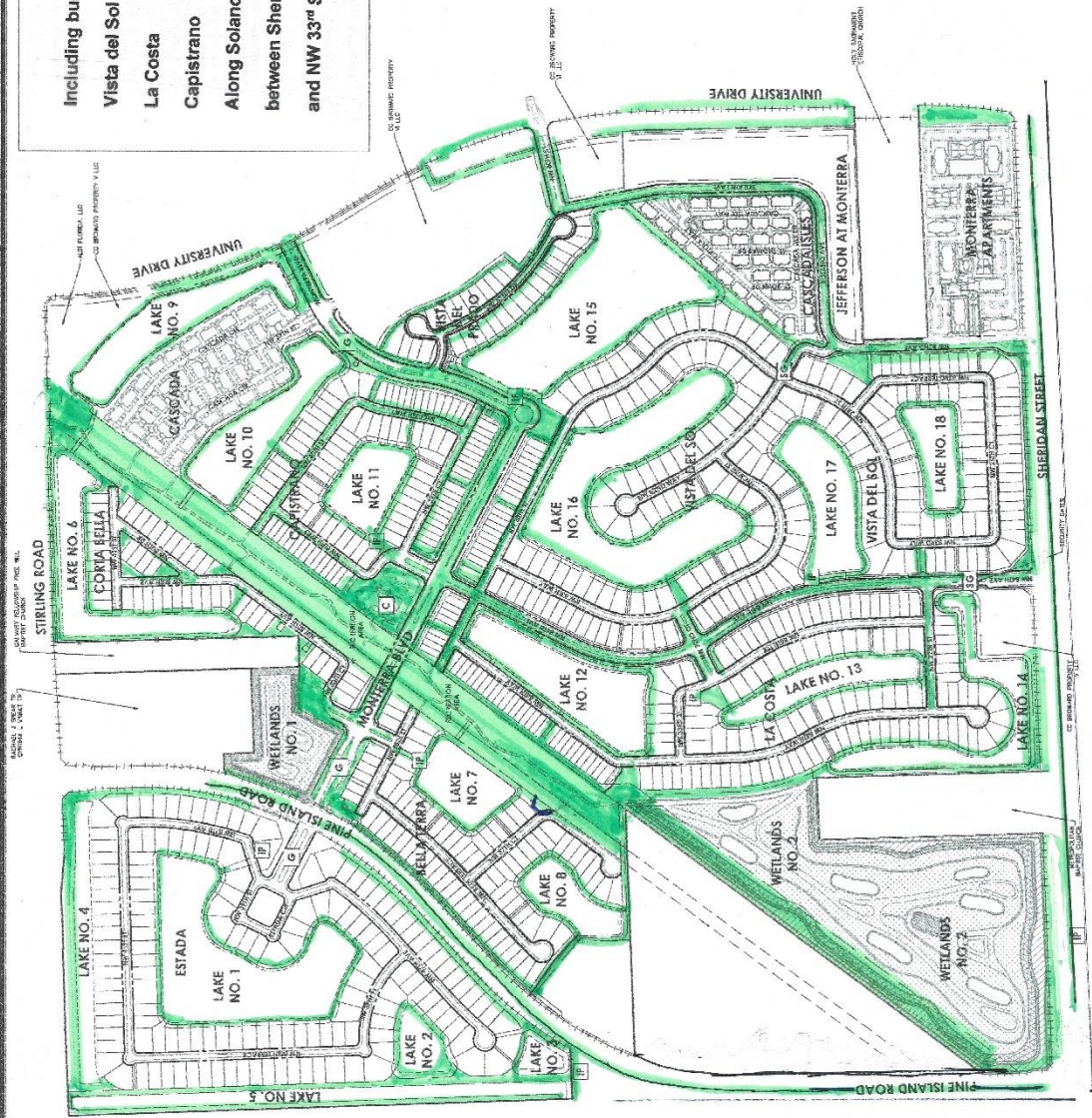
- (5) Two small areas are around the bottom of Lake #3 and Lake # 8 and along the outside of the perimeter wall at the south end of Bella Terra running east to the CDD perimeter fence.
- (6) Another area is between the eastern boundary of the Wetlands #2 and the homes on the west side of NW 84th Way in La Costa.
- (7) On Lake #5, the lake bank on the western side between the high-water mark and the guardrail next to the church's driveway.
- (8) all eighteen (18) lake banks from the high-water mark to the residents' property line

MONTERRA MAINTENANCE AREA MAP
 MONTERRA, COOPER CITY, FLORIDA
 FOR: MONTERRA COMMUNITY DEVELOPMENT DISTRICT

MILLER LEGG
 2000 W. STATE ROAD 70, SUITE 200
 WEST PALM BEACH, FLORIDA 33411
 TEL: 561-832-4444 FAX: 561-832-4445
 WWW.MILLERLEGG.COM

06-00168
 MAP
 1/25/16

Including bump outs in:
 Vista del Sol
 La Costa
 Capistrano
 Along Solano Avenue
 between Sheridan Street
 and NW 33rd Street



MONTERRA CDD

PERFORMANCE BASED BILLING TEMPLATE

SERVICE	FREQUENCY	UNIT \$	MONTHS												TOTAL			
			JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER				
TURF CARE & EDGING	42	\$ 100.00	3	3	3	4	4	4	4	4	4	4	3	3	3	3	3	42
SHRUB & ORNAMENTAL	18	\$ 200.00	1	1	1	2	2	2	2	2	2	2	1	1	1	1	1	18
LITTER ABATEMENT & DRAIN INSPECTION	42	\$ 200.00	3	3	3	4	4	4	4	4	4	4	3	3	3	3	3	42
TREE LIFTING - HARDWOODS	18	\$ 300.00	1	1	1	2	2	2	2	2	2	2	1	1	1	1	1	18
WEED CONTROL	42	\$ 200.00	3	3	3	4	4	4	4	4	4	4	3	3	3	3	3	42
OTHER																		0
FERTILIZATION	NOT PART OF THIS RFP																	
IRRIGATION	NOT PART OF THIS RFP																	
MULCH	NOT PART OF THIS RFP																	
TOTAL			\$ 2,000	\$ 2,000	\$ 2,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 30,000.00

MONTERRA COMMUNITY DEVELOPMENT DISTRICT
LAWN/LANDSCAPE RFP FORM AUGUST 2020,

Points	<u>Selection/Evaluation Criteria</u>	Vendor A	Vendor B	Vendor C	
20	Ability of Personnel: Geographic location(s) of the Contractors Offices in relation to the project; capabilities and experience of key personnel; ability to manage this project; evaluation of existing workload; staffing levels, i.e. permanent direct employees' vs needs for subcontractors; qualification of subcontractors to be used, etc.				
20	Experience: Past record and experience of the Bidder in similar projects; volume of work previously performed by Bidder; past performance in other Community Development Districts or similar properties, i.e. residential or mixed-use communities, similar or greater in size and consistent with the nature, extent and variety of landscaping installed and maintained within Walnut Creek; character, integrity and reputation of Bidder on similar projects, etc.				
20	Understanding of Scope of Work: Extent to which the proposal demonstrates an understanding of the District's needs for the services requested. Bidder's qualification for additional services not requested in bid package, i.e. design work, etc.				
20	Ability to Furnish the Required Services: Extent to which the proposal demonstrates the adequacy of Bidder's financial resources and stability as a business entity necessary to complete the services required; proof of adequate equipment and machinery owned; proof of required licenses and certifications; extra certifications held; etc.				
20	Price: Points will be awarded based upon the bid Price for rendering of the services and the reasonableness of said price to the services.				

Maximum points 100

Total _____

