

NORTH SPRINGS IMPROVEMENT DISTRICT REQUEST FOR PROPOSAL



LANDSCAPE & MAINTENANCE OF DISTRICT PROPERTY RFP # 2024-05

North Springs Improvement District
Broward County, Florida
9700 NW 52 Street
Coral Springs, FL 33076

The North Springs Improvement District (NSID) will be accepting sealed bids for the Landscape and Maintenance Project of the North Springs Improvement District's various properties throughout the District.

NSID will receive sealed Bids at its District offices located at 9700 NW 52 Street, Coral Springs, Florida 33076, **Thursday, May 23rd, 2024, at 11:00A.M.** Sealed Bids must be received and time stamped by the District by mail, or hand delivery, no later than the cut-off time specified. At which time, the sealed bids will be opened and read out loud. Any bids received after the cut off period will not be accepted under any circumstances.

Any questions regarding this project can be emailed to info@nsidfl.gov. The last day to submit questions will be Tuesday, May 7, 2024, by 11:00 a.m. Questions received after the stated date and time will not be addressed. Project plans and bid documents can be found at www.nsidfl.gov/projects.

NSID reserves the right to reject any or all bids, re-advertise for bids, or take any other such actions that may be deemed in the best interests of NSID.

RFP submittals shall be received by
Thursday, May 23rd, 2024, at 11:00 A.M.

GENERAL INFORMATION

DISCLOSURE

The District reserves the right to reject any or all quotes, bids, & proposals, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and which, in its judgment, best serves the interests of or represents the best value to the District, and which is not necessarily the lowest proposal, but rather the overall price & reputation of the Vendor.

By submitting a proposal, the firm agrees to all the terms of this RFP and the Landscape and Maintenance Project Agreement, attached hereto as Exhibit "A."

Any exceptions to the Agreement must be stated in the proposal. Any proposal submission without objection to the Agreement indicates understanding and intention to comply with the Agreement. If there is a term or condition in the Agreement that the applicant intends to negotiate, it must be stated in the proposal. The successful candidate will not be entitled to any changes or modifications unless they were first stated in the proposal. The North Springs Improvement District reserves the right to reject any proposal(s) containing exceptions or modifications to the Agreement.

ADDENDUM:

An addendum, if needed, will be issued prior to the opening of proposals. These addenda intend to clarify, correct, or change the scope of work and/or bidding documents.

It is the responsibility of the Bidder to view the website (www.nsidfl.gov/projects) to determine if any addenda have been issued, or to contact the NSID at katherinec@nsidfl.gov if any addenda has been issued. In some cases, where the addendum directly affects the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered non-responsive.

FAMILIARITY WITH THE LAW:

By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that affect the work in any manner. The Vendor will adhere to all requirements when performing work in the designated City in which the work is being performed.

Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances, and regulations.

FAMILIARITY OF THE PROJECT:

Before submitting a proposal, the Proposer shall carefully read the specifications, visit the project site, and fully inform itself as to all existing conditions and limitations. Submitting a

proposal is a certification by the Proposer that the Proposer is familiar with the project.

It shall be the Proposer's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; the District shall make no allowance for the Proposer's failure to do so.

SITE INSPECTIONS:

All interested bidders are strongly encouraged to visit the site location in order to familiarize themselves with all conditions that may affect the time or cost of performance. Vendors are advised to schedule a site inspection prior to submitting their proposal.

If you have any questions concerning this RFP or to schedule a site inspection, please contact Jane Early (District Engineer; NSID) at (561) 723-5076 to schedule an appointment.

RESPONSE/PRESENTATION COSTS

The District shall not be liable for any costs, fees, or expenses incurred by any Vendor in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

PROPOSAL SUBMITTALS:

The Vendor shall submit its proposal using the attached forms. The Vendor must have similar experience with similar projects, preferably within the last 36 months, with no adverse performance in such completion.

Proposals must be received **by Thursday, May 23rd, 2024, at 11:00 a.m.** Each submission should include the lump sum cost proposal submittal form accompanied by a certified or cashier's check or a Bid Bond made payable to North Springs Improvement District in an amount not less than five percent (5%) of the bid amount. Each bid must also contain a reference form, a certificate of insurance meeting insurance requirements, and a signed agreement.

Proposals should be mailed or delivered to:

**North Springs Improvement District
Attn: RFP #2024-05;Landscape and Maintenance Project
9700 NW 52 Street
Coral Springs, FL 33076**

BID SECURITY:

Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to North Springs Improvement District on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to NSID and authorized to write such Bid Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required payment and performance bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract or furnish the required Bonds within fifteen (15) calendar days of the Notice of Award, NSID may annul the Notice of Award, and the entire sum of the Bid Security shall be forfeited. The Bid Security of the three (3) lowest bidders will be returned within seven (7) calendar days after NSID and the Successful Bidder have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Bid opening, upon the demand of any Bidder at anytime thereafter, provided that he has not been notified of the acceptance of his Bid. Bid Security of all other Bidders will be returned within seven (7) calendar days after the Bid opening. The attorney in fact, or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.

The Bid Security filed with the Bid shall be forfeited in its entirety to NSID as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days of written notice by the District.

AWARD OF CONTRACT:

Criteria utilized by NSID for determining the most responsible and responsive Bidder includes, but is not limited to, the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder. Payment history with sub-contractors under previous contracts.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength, and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment, and the quality, availability, and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the goods or services.
- (f) A Bidders litigation history.
- (g) Price.

NOTICE TO PROCEED

The Successful Proposer shall not begin work until the District issues a written Notice to Proceed ("NTP"). Work performed by the Successful Proposer prior to receiving the NTP shall be deemed non-compensable by the District. The Successful Proposer shall not have any recourse against the District for prematurely performing unauthorized work.

INSURANCE REQUIREMENTS

Vendor shall provide, pay, for, and maintain, in force at all times during the Term of this Agreement, a comprehensive general liability insurance policy with minimum bodily injury coverage of \$1,000,000 and \$200,000 property damage liability together with Commercial Automobile Liability insurance. Vendor shall also secure and pay for Workers Compensation Insurance in the amount required by Florida Statutes for all employees to the extent required for compliance with the "Workers Compensation Law" (Chapter 440, F. S.) of the State of Florida and any applicable federal laws, and shall keep such insurance in full force at all times during the Term of this Agreement. The District shall be named as an additional insured on all insurance policies the Vendor is required to provide or maintain, except for any applicable Workers Compensation Insurance; and all insurance policies must be from financially sound carriers authorized to do business in Florida and must include a waiver of subrogation in favor of indemnities.

LICENSES

Licenses required for this project shall be obtained at the sole expense of the Vendor.

PERMITS

The Vendor shall obtain all necessary permits for the performance of the contract. All fees required for any necessary permits shall be paid by Vendor.

LANDSCAPING CODE

It is the Vendor's responsibility to be familiar with the landscaping code of ordinances within the City of Coral Springs and the City of Parkland. The Vendor will adhere to all requirements when performing work in the designated city in which the work is being performed.

FERTILIZING

At the contract execution, the Vendor shall supply the District with a copy of the MSDS in relation to the fertilizers and any chemicals to be used on District property.

SCOPE OF SERVICES

PROJECT BACKGROUND

The North Springs Improvement District is seeking the services of a qualified professional landscape firm to provide landscape and maintenance of the Districts publicly owned streets and facilities, attached hereto as Exhibit "B."

The chosen Vendor will adhere to the bid specifications outlined within this document and provide visually pleasing and environmentally sound landscape maintenance.

SCOPE OF PROJECT

The Vendor shall provide all labor, supervision, materials, supplies, tools, equipment, permits, and all other necessary incidentals required to perform the complete maintenance and management of the landscape and maintenance services in the specified areas listed in these specifications, including but not limited to, turf mowing, edging, cleanup, pruning, trimming, shrubs, hedges, trees and palms, fertilization, disease and pest management, application of herbicides, turf renovations, irrigation, and litter and debris cleanup.

The Vendor shall keep and maintain all landscaping in an aesthetic appearance as its intended appearance and replace all dead ground cover such as, but not limited to: bushes, plants, mulch, and sod.

Equipment-intensive work such as mowing, edging, and blowing shall not commence before 7:30 a.m. and end by 8:00 p.m. on weekdays, (weekend work not allowed without prior approval).

The Vendor shall notify the District of any dead landscaping that needs to be replaced.

The following is a list of services that must be completed by the Vendor 26 times annually or as requested, to the areas, attached hereto as Exhibit "B," unless otherwise stated within the RFP.

Turf:

- All turf shall be mowed, trimmed, edged and shall be maintained at (3) inches 26 times annually.
- Except during periods when turf is being renovated or for other approved reasons.
- The Vendor shall use rotary mowers with sharp blades which are correctly balanced. Dull blades shall be changed at midday per cut.
- All grass around posts, fences, trees, enclosure boxes, vaults, valve boxes, and other obstructions shall be edged or line-trimmed for a neat appearance and kept level with the surrounding turf. No line trimming around deck posts or structures.
- Collection of grass clippings is required when large amounts of clumps are left on the turf.
- Garbage pickup; removal of debris; removal of dead vegetation; removal of weeds and invasive vegetation.

Edging:

- Edging shall be done 26 times annually.
- Mechanical edging of all turf grass shall be done at every cut to prevent grass encroachment over hard surfaces or onto beds or borders.
- Chemical edging shall not be permitted unless written approval is secured from the District.
- Dirt, trash, and debris resulting from edging operations shall be removed, and areas shall be left in clean condition.

Shrubs and Ground Cover Beds:

- Maintenance shall be done 26 times annually.
- Bed areas shall be kept weed-free. All beds shall be weeded by mechanical and/or appropriate chemical means.
- Shrubs shall be ***properly pruned*** to maintain a natural shape.
- Garbage pickup; removal of debris; removal of dead vegetation; removal of weeds and invasive vegetation; blowing and clearing areas after maintenance.

Hard Surfaces:

- Maintenance shall be done 26 times annually.
- Paths, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. Accumulations of litter and debris must be removed from the site, legally disposed of, and not blown into landscape beds or lashes.
- All vegetation in paths, curbs, and other hard surface cracks or voids shall receive an approved herbicide application and be removed.
- Garbage pickup; removal of debris; removal of dead vegetation; removal of weeds and invasive vegetation; blowing and clearing areas after maintenance.

Disease Control:

- All plants shall be sprayed monthly, twelve (12) times per year or as requested.
- Since diseases are easier to prevent than control, Vendors shall apply, as needed, the necessary sprays per year to all plant vegetation known to be susceptible to the most common disease, such as, but not limited to, Brown Patch and Dollar Spot, Grey Leaf Spot, and Ruse. Fungicides or other chemicals to control or prevent disease must be approved by the District prior to application.

Shrubs. Trees. Palms and Annuals Fertilization:

- Fertilizers shall be applied three (3) times per year or as requested.
- Fertilizers applied to turf shall be applied in accordance with requirements and directions provided by Florida Administrative Code, and Labeling Requirements for Urban Turf Fertilizers.
- Paths, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. Accumulations of debris must be removed from the site, legally disposed of, and not blown into landscape beds or lashes.
- Fertilizer shall not be applied within ten (10) feet of any pond, stream, water body, lake, canal, or wetland as defined by the Florida Administrative Code, or from the top of a seawall or lake bulkhead. Newly planted turf or landscape plants may be fertilized in this zone only for a sixty (60) day period beginning no sooner thirty (30) days after planting if needed to allow the vegetation to become well established. Caution shall be used to prevent direct deposition of fertilizer into the water.

Pruning:

- Pruning shall be done (3) times per year or as requested.
- Pruning of tree limbs on a regularly scheduled basis to improve tree health, control growth, and enhance flowering and overall appearance.
- Always make pruning cuts on the outside of the branch collar. Do not leave branch stubs, living or dead. Use sharp tools designed for pruning and wear safety equipment.
- Severe Storm/Hurricane Pruning

Trimming:

- **All landscaping shall be trimmed as needed to remove dead branches and materials as needed or as requested.**

Water, Irrigation and Sprinklers:

- Irrigation shall be checked 26 times annually or as requested.
- The Vendor shall be responsible for the operation, maintenance, and repair of the irrigation system, which includes but is not limited to the setting and adjusting the time clocks to ensure proper watering of all plants, shrubs, trees, palms, turf, landscaping, and ground cover contained within the District and its various properties to provide for a uniform lush green landscape appearance.
- Any damage to the irrigation system discovered must be reported to the District immediately.
- Repairs shall be made within 24 hours of notification by District Staff.
- The Vendor agrees to replace at his expense any part of the irrigation system damaged for any reason.
- A soil moisture probe meter shall be used by the Vendor to determine soil moisture content in off-color turf areas, and corrective action shall be taken promptly to rectify the condition.

Mulch:

- Mulch shall be applied (2) times per year or as requested.
- Use mulches made from environmentally friendly sources or recycled materials.

INSPECTION:

All maintenance services shall be subject to inspection, examination, and testing by the District and its District Engineer at any and all times. The District Engineer shall have the authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge, therefore, the Vendor shall promptly segregate and remove the rejected material from the premises. If the Vendor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, the District may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Vendor, or may terminate the right of the Vendor to proceed, the Vendor and surety being liable for any damages.

NEGLECT AND PROPERTY DAMAGE:

Plant material that is damaged or killed due to Vendor's operations, negligence, or chemicals or by any other means shall be replaced at the Vendor's expense.

Any damaged property caused by the Vendor's operations shall be approved by the District prior to being corrected at the Vendor's expense.

GUARANTY AND REPLACEMENT:

In the event services delivered do not meet the specification quality level or do not perform as specified in this proposal, the Vendor will correct the services and items at no additional cost to the District.

All work shall be guaranteed by the Vendor against defects resulting from the use of inferior materials, equipment, or workmanship.

If the Vendor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected, and the Vendor and his shall be liable for all expenses incurred.

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NORTH SPRINGS IMPROVEMENT DISTRICT

LANDSCAPE & MAINTENANCE OF DISTRICT PROPERTY REQUEST FOR PROPOSALS NO. RFP#2024-05

SUBMITTAL FORM

Name of Company: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

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ANNUAL LUMP SUM AMMOUNT

Proposals must be received **by Thursday, May 23rd, 2024, at 11:00 a.m.** Each submission should include the lump sum cost proposal submittal form accompanied by a certified or cashier's check or a Bid Bond made payable to North Springs Improvement District in an amount not less than five percent (5%) of the bid amount. Each bid must also contain a reference form, a certificate of insurance meeting insurance requirements, and a signed agreement.

This proposal submission does not guarantee that your company will receive any work. NSID has made no promises to you in any way regarding this project. NSID may reject this and any other proposals with or without cause and chose any proposal it feels is in the best interest of the District.

By submitting a proposal, the firm agrees to all the terms of this RFP and Agreement.

I/We confirm that the Bidder has the capacity, capability, and licenses to fully meet or exceed the requirements and will be available to deliver per RFP#2024-05.

By: _____
Authorized Representative

Print: _____

Date: _____

RFP submittals shall be received by
Thursday, May 23rd 2024, at 11:00 a.m.



REFERENCES

In order to receive award consideration on the proposed submittal, this "References sheet" must be completed and returned. This information may be used in determining the award for this contract.

Name of Company: _____

Address: _____

Telephone No: () _____ Fax No.: () _____

Contact person: _____ Title: _____

Number of years in business: _____

E-mail Address: _____

Must have similar experience with similar projects, preferably within the last 36 months, with no adverse performance in such completion.

1. Company Name: _____ Address: _____
Contact Person: _____ Title: _____
Telephone No: () _____ Email: _____
Detailed Scope of Work: _____

Contract Date (Month & Year): _____

2. Company Name: _____ Address: _____
Contact Person: _____ Title: _____
Telephone No: () _____ Email: _____
Detailed Scope of Work: _____

Contract Date (Month & Year): _____

3. Company Name: _____ Address: _____
Contact Person: _____ Title: _____
Telephone No:(____) _____ Email: _____
Detailed Scope of Work: _____

Contract Date (Month &Year): _____

4. Company Name: _____ Address: _____
Contact Person: _____ Title: _____
Telephone No:(____) _____ Email: _____
Detailed Scope of Work: _____

Contract Date (Month &Year): _____

5. Company Name: _____ Address: _____
Contact Person: _____ Title: _____
Telephone No:(____) _____ Email: _____
Detailed Scope of Work: _____

Contract Date (Month &Year): _____

EXHIBIT "A"

LANDSCAPE & MAINTENANCE OF DISTRICT PROPERTY AGREEMENT

THIS AGREEMENT by and between North Springs Improvement District, an Independent Special District and public corporation of the State of Florida as created and existing in accordance with Chapter 2005-341, Laws of Florida, as amended and recodified from time to time, ("District"), and _____, a _____, located at _____ ("Vendor") is made as of the last date of execution by any party to this Agreement;

WHEREAS, the District requires landscape and maintenance services on the premises of its various properties, Exhibit "B," and solicited proposals for the provision of such services in 2024 pursuant to RFP #2024-05 (the "RFP"); and

WHEREAS, various proposals were received and evaluated and, at the meeting of the District Supervisors on June 5th, 2024, approval was given to contract for the provision of such landscape park maintenance services with the Vendor for a lump sum amount;

NOW THEREFORE, in consideration of the mutual covenants and Agreement hereinafter set forth and for \$10 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Scope of Services. Throughout the term of this Agreement, Vendor shall provide to the District landscape and maintenance services, upon the District property described hereinafter, in accordance with the RFP, including as set forth below.

a. District Property. Services shall be to provide for the landscape and maintenance of the Districts publicly owned streets and facilities, depicted in the RFP, Exhibit "B" hereto;

Services to be Provided. The landscape and maintenance services on the Districts publicly owned streets and facilities, required to be provided by the Vendor, shall consist of: the following is a list of services that must be completed by the Vendor 26 times annually or as requested, to the areas, attached hereto as the Aerial Site, Exhibit "B," unless otherwise stated within the RFP.

i. Turf:

- All turf shall be mowed, trimmed, edged and shall be maintained at (3) inches 26 times annually;
- Except during periods when turf is being renovated or for other approved reasons.
- The Vendor shall use rotary mowers with sharp blades which are correctly balanced. Dull blades shall be changed at midday per cut.
- All grass around posts, fences, trees, enclosure boxes, vaults, valve boxes, and other obstructions shall be edged or line-trimmed for a neat appearance and kept level with the surrounding turf. No line trimming around deck posts or structures.
- Collection of grass clippings is required when large amounts of clumps are left on the turf.
- Garbage pickup; removal of debris; removal of dead vegetation; removal of weeds and invasive vegetation.

ii. **Edging:**

- Edging shall be done 26 times annually.
- Mechanical edging of all turf grass, shall be done every cut to prevent grass encroachment over hard surfaces or onto beds or borders.
- Chemical edging shall not be permitted unless written approval is secured from the District.
- Dirt, trash, and debris resulting from edging operations shall be removed, and areas shall be left in clean condition.

iii. **Shrubs and Ground Cover Beds:**

- Maintenance shall be done 26 times annually.
- Bed areas shall be kept in a weed-free condition. All beds shall be weeded by mechanical and/or appropriate chemical means.
- Shrubs shall be ***properly pruned*** to maintain a natural shape.
- Garbage pickup; removal of debris; removal of dead vegetation; removal of weeds and invasive vegetation; blowing and clearing areas after maintenance.

iv. **Hard Surfaces:**

- Maintenance shall be done 26 times annually.
- Paths, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. Accumulations of litter and debris must be removed from the site, legally disposed of, and not blown into landscape beds or lashes.
- All vegetation in paths, curbs and other hard surface cracks or voids shall receive an approved herbicide application and be removed.
- Garbage pickup; removal of debris; removal of dead vegetation; removal of weeds and invasive vegetation; blowing and clearing areas after maintenance.

v. **Disease Control:**

- All plants shall be sprayed monthly, twelve (12) times per year or as requested.
- Since diseases are easier to prevent than control, Vendors shall apply, as needed, the necessary sprays per year to all plant vegetation known to be susceptible to the most common disease, such as, but not limited to, Brown Patch and Dollar Spot, Grey Leaf Spot, and Ruse. Fungicides or other chemicals to control or prevent disease must be approved by the District prior to application.

vi. **Shrubs. Trees. Palms and Annuals Fertilization:**

- Fertilizers shall be applied three (3) times per year or as requested.
- Fertilizers applied to turf shall be applied in accordance with requirements and directions provided by Florida Administrative Code, and Labeling Requirements for Urban Turf Fertilizers.
- Paths, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. Accumulations of debris must be removed from the site, legally disposed of, and not blown into landscape beds or lashes.
- Fertilizer shall not be applied within ten (10) feet of any pond, stream, water body, lake, canal, or wetland as defined by the Florida Administrative Code, or from the top of a seawall or lake bulkhead. Newly planted turf or landscape plants may be fertilized in this zone only for a sixty (60) day period beginning no sooner thirty (30) days after planting if needed to allow the vegetation to become well established. Caution shall be used to prevent direct deposition of fertilizer into the water.

vii. **Pruning:**

- Pruning shall be done (3) times per year or as requested.
- Pruning of tree limbs on a regularly scheduled basis to improve tree health, control growth, and enhance flowering and overall appearance.
- Always make pruning cuts on the outside of the branch collar. Do not leave branch stubs, living or dead. Use sharp tools designed for pruning and wear safety equipment.
- Severe Storm/Hurricane Pruning

viii. **Trimming:**

- **All landscaping shall be trimmed as needed to remove dead branches and materials as needed or as requested.**

ix. **Water, Irrigation and Sprinklers:**

- Irrigation shall be checked 26 times annually or as requested.
- The Vendor shall be responsible for the operation, maintenance, and repair of the irrigation system, which includes but is not limited to the setting and adjusting the time clocks to ensure proper watering of all plants, shrubs, trees, palms, turf, landscaping, and ground cover contained within District property to provide for a uniform lush green landscape appearance.
- Any damage to the irrigation system discovered must be reported to the District immediately.
- Repairs shall be made within 24 hours of notification by District Staff.
- The Vendor agrees to replace at his expense any part of the irrigation system damaged for any reason.
- A soil moisture probe meter shall be used by the Vendor to determine soil moisture content in off-color turf areas, and corrective action taken promptly to rectify the condition.

x. **Mulch:**

- Mulch shall be applied (2) times per year or as requested.
- Use mulches made from environmentally friendly sources or recycled materials.

- xi. Vendor shall provide all labor, supervision, materials, supplies, tools, equipment, permits, and all other necessary incidentals required to perform the complete maintenance and management of the landscaping and maintenance services in the specified areas listed in these specifications, and as outlined within the RFP and maintain all landscaping in an aesthetic appearance by pruning and shaping as necessary to preserve and maintain the intended appearance outlined in the design plans.
- xii. The Vendor shall keep and maintain all landscaping in an aesthetic appearance as its intended appearance and replace all dead ground cover such as, but not limited to: bushes, plants, mulch, and sod.
- xiii. The Vendor shall keep and maintain **ALL** plants throughout the North Springs Improvement District and its various properties, attached hereto on Exhibit "B," and all future plant schedule.
- xiv. Equipment-intensive work such as mowing, edging, and blowing shall not commence before 7:30 a.m. and end by 8:00 p.m. on weekdays, (weekend work not allowed without prior approval), and it is advisable that mowing be performed during non-peak park use).
- xv. Vendor shall notify the District of any dead landscaping that needs to be replaced.

If, within the guarantee period, defects are noticed by the District which require repairs or changes in connection with the guaranteed work, those repairs or changes being, in the opinion of the District, rendered necessary as the result of the use of materials, equipment, or workmanship, which are

defective, or inferior or not in accordance with the terms of the contract, then the Vendor shall, promptly upon receipt of notice from the District, and without expense to the owner:

- (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
- (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
- (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

If the Vendor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected, and the Vendor and his shall be liable for all expenses incurred.

The terms and provisions of the RFP are incorporated herein by reference, and in the event of any conflict, the provisions of this Agreement shall control.

2. Compensation. As compensation for the Vendor's full and faithful performance of all of the above referenced landscaping and maintenance services, the District agrees to pay a total fixed fee not to exceed the total amount of \$_____ annually. Such fee shall be due and payable in equal monthly installments, payable in arrears, in the amount of \$_____ per month, within 15 business days of District's receipt of Vendor's monthly invoice for the prior month's services.

3. Delays. The Vendor shall make a good faith effort to adhere to the contracted schedule. In the event the Vendor is unable to maintain the contracted schedule (i.e. poor weather conditions), and Vendor does not inform the District, the amount of \$100.00 per day for the failure to perform may be deducted from Vendor's fee.

4. Term. Unless terminated sooner in accordance with the terms of this Agreement, the Term of this Agreement shall be for a period of twelve (12) months from the Date of Commencement with an option to renew annually for a period up to (12) months for up to 3 renewal periods. The Date of Commencement shall be designated by the District, in a written Notice to Proceed provided to the Vendor.

5. Independent Vendor. Vendor has control over the means and methods by which it performs the services set forth in this Agreement. Vendor, its employees and agents, shall be deemed independent Vendors and not agents nor employees of the District, and shall not attain any rights or benefits generally afforded District employees; furthermore Vendor, its employees and agents, shall not be deemed entitled to any benefits under the District's Workers Compensation, Insurance benefits or similar laws.

6. Indemnification. Vendor agrees to defend, indemnify and hold harmless the District and the District's agents, officers and employees from and against any and all claims, suits, damages, liabilities or causes of action, arising out of, related to, or in any way connected with this Agreement or the landscaping services provided hereunder (including the performance or non-performance of any of the provisions of this Agreement required of the Vendor), including but not limited to all claims for personal injury, loss of life or damage to property and from and against any orders, judgments or decrees which may be entered, and from and against all costs, attorney's fees and expenses incurred in connection with the defense of any such claims and investigation thereof, regardless of any negligence of the District or District's agents, officers or employees. The provisions of this paragraph shall survive any termination or expiration of the Term of this Agreement.

7. Insurance. Vendor shall provide, pay for and maintain in force at all times during the Term of this Agreement, a comprehensive general liability insurance policy with minimum bodily injury coverage of \$1,000,000 and \$200,000 property damage liability together with Commercial Automobile Liability insurance. Vendor shall also secure and pay for Workers Compensation Insurance in the amount required by Florida Statutes for all employees to the extent required for compliance with the "Workers Compensation Law" (Chapter 440, F. S.) of the State of Florida and any applicable federal laws, and shall keep such insurance in full force at all times during the Term of this Agreement. District shall be named as an additional insured on all insurance policies the Vendor is required to provide or maintain, except for any applicable Workers Compensation Insurance; and all insurance policies must be from financially sound carriers authorized to do business in Florida and must include a waiver of subrogation in favor of indemnities.

8. Standards. All work performed by the Vendor under this Agreement shall be performed in accordance with the standard of first-class landscaping and maintenance operations in the community where the services are provided.

9. Default by Vendor. In the event (i) Vendor fails to expeditiously and fully perform its services in accordance with the provisions of this Agreement, or (ii) Vendor or any employee or agent of Vendor shall file or record a lien against any property of the District, or (iii) Vendor is declared to be bankrupt or insolvent, or an assignment for the benefit of creditors is made by Vendor, or Vendor shall file a voluntary petition in bankruptcy or insolvency or a receiver shall be appointed for Vendor and such appointment, bankruptcy or insolvency proceedings, petition, declaration or assignment is not set aside within 30 days, or (iv) any representation of a material fact made by Vendor to the District shall prove to be knowingly false or misleading, in any material respect, or (v) Vendor fails in the observance or performance of any covenant, Agreement or condition contained in this Agreement required to be kept, performed were observed by Vendor, or (vi) Vendor violates any laws, ordinances, rules, regulations or orders of any Public Authority having jurisdiction, then District may declare Vendor to be in default hereunder and exercise any remedies available to it under this Agreement or under the law.

10. Termination by Owner Due to Vendor's Default. If Vendor is in default under the provisions of this Agreement, the District may, without prejudice to any right or remedy, and after giving Vendor 15 days written notice to cure such default, terminate the Agreement and Vendor shall thereupon cease performance of any work under this Agreement and shall not be entitled to any further payment (other than payment for the value of work already performed to the extent such payment has not, at that time, yet been made).

11. Termination Without Cause. Either party may terminate this Agreement, for any reason, upon thirty (30) days written notice to the other party.

12. No Assignment/No SubVendors. In as much as this contract is the product of competitive bidding, and the District has relied upon the experience, qualifications and history of the Vendor, this Agreement shall not be assignable without the written consent of the District, which consent may be withheld for any reason whatsoever, and Vendor agrees not to delegate any portion of the work or services required to be provided under this Agreement to any subVendors.

13. Compliance with Laws. Vendor agrees that in connection with its performance under this Agreement, it shall, at all times, comply with all applicable laws, ordinances and codes of all applicable governmental authorities.

14. Governing Law/Venue. This Agreement shall be interpreted and enforced in accordance with Florida Law, not including its conflict of law provisions. The exclusive venue for any litigation arising out of or relating to this Agreement shall be in Broward County, Florida.

15. Notice. All notices which may be given pursuant to this Agreement shall be in writing and shall be deemed to have been given if delivered by personal service, or by email with a confirmed transmission, or by Certified Mail Return Receipt Requested addressed to the Parties at their respective addresses indicated below or as the same be changed in writing from time to time ("Notice"). Such Notice shall be deemed given on the day on which personally served or properly transmitted via email with confirmation sent; or if solely by mail, on the fifth day after being posted or the actual date of receipt, whichever is earlier.

As to the District:

Rod Colon
District Manager
North Springs Improvement District
9700 NW 52nd Street
Coral Springs, FL 33076
rodc@nsidfl.gov

With a copy to:

Brenda Richard
District Clerk
North Springs Improvement District
9700 NW 52nd Street
Coral Springs, FL 33076
brendas@nsidfl.gov

and

With a copy to:

Richard Sarafan
District Counsel
Venable LLP
100 SE 2nd Street, 44th Floor
Miami, FL 33131
rjsarafan@venable.com

As to the Vendor:

16. Miscellaneous.

a. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

b. No modification, amendment, or alteration of the terms and conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

c. This Agreement sets forth the full and complete understanding of the parties regarding the subject of this Agreement as of the effective date, and supersedes any and all negotiations, agreements, and representations related thereto made or dated prior to this Agreement except as otherwise set forth herein.

d. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

e. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in breach or violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

f. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including fees and expenses charged for representation at both the trial and appellate levels.

g. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS TO TRIAL BY JURY.

h. There are no intended third party beneficiaries under this Agreement.

i. Vendor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Florida Statutes Section 112.311. Vendor further represents that no person having a conflict of interest shall be employed by Vendor to perform any function under this Agreement.

j. Vendor shall promptly notify the District in writing of all such conflicts of interest or any prospective business association, interest or other circumstance which may influence or appear to influence the Vendor's judgment or quality of services being provided hereunder. Such written notice shall identify the prospective business association, interest or circumstance, the nature of the work that the Vendor may undertake and shall request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Vendor. The District agrees to notify the Vendor of its opinion by Certified Mail within thirty (30) days of receipt of notification by the Vendor if, in the opinion of the District, the prospective business association, interest or circumstance shall be deemed a conflict of interest with respect to services provided to the District by the Vendor under the terms of this Agreement. This Agreement does not prohibit the Vendor from performing services for any other special purpose taxing District, and such retention of the Vendor shall not constitute a conflict of interest under this Agreement.

k. The Vendor warrants that it has not employed or retained any company or person other than a bonafide employee or independent Vendor working solely for the Vendor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bonafide employee or independent Vendor working solely for the Vendor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

l. Vendor warrants and represents that all its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.

m. Vendor hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

17. Public Records. Vendor, pursuant to and in accordance with Section 119.0701, Florida Statutes, and to the extent Vendor might be deemed or determined to be an "Agency" as defined in F.S. 119.011(2), shall comply with the public records laws of the State of Florida, and specifically shall:

a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

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

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

Vendor acknowledges that any requests to inspect or copy public records relating to this Agreement should be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Vendor, the Vendor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Vendor acknowledges that should Vendor fail to provide the public records to the District within a reasonable time, the Vendor may be subject to penalties pursuant to Sections 119.10 and 119.0701(4), Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**DISTRICT CLERK'S OFFICE
9700 NW 52ND STREET
CORAL SPRINGS, FL 33076
TELEPHONE: (954) 796-6603
EMAIL: BRENDA@NSIDFL.GOV**

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all which taken together shall constitute one in the same Agreement. For purposes of execution scanned, emailed, or electronic signatures shall be deemed the equivalent of originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year shown next to their signatures.

NORTH SPRINGS IMPROVEMENT DISTRICT,

By: _____
Vince Moretti, President

Date: _____

Attest: _____
Grace Solomon, Secretary

Date: _____

VENDOR:

By: _____

Title: _____

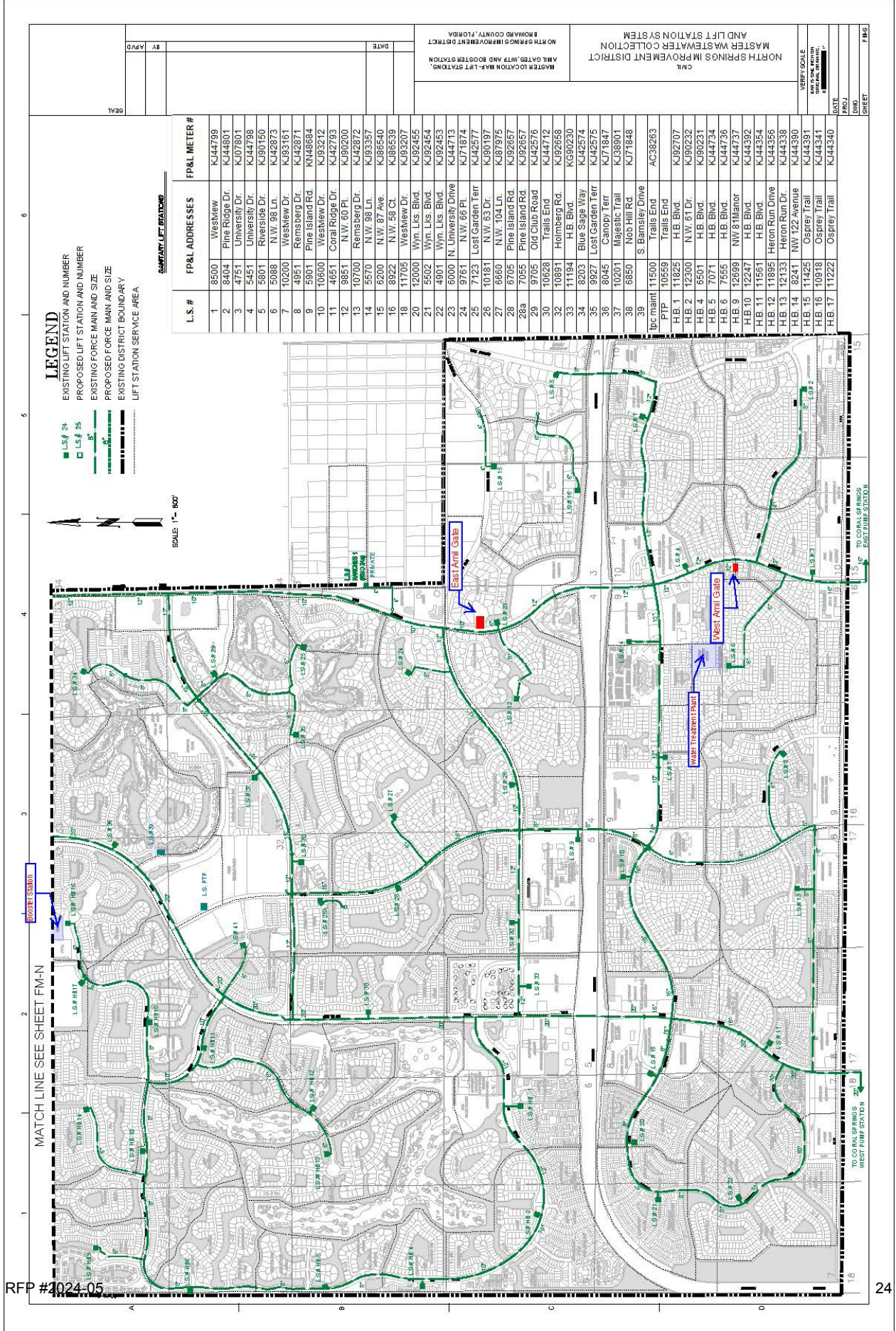
Date: _____

EXHIBIT "B"

LOCATIONS OF MAINTENANCE:

1. NSID Water Treatment Plant 9700 NW 52 Street Coral Springs, FL 33076 (6 Acres)
2. Booster Station Facility 10980 County Line Road Coral Springs, FL 33076 (3 Acres)
3. 74 Lift Station locations throughout the District. See attachment "Lift Station Maps". Including
 - (4) Lift Stations – North Springs Improvement District
9700 NW 52 Street Coral Springs, FL 33076
 - (1) Lift Station – NSID Booster Site
9700 NW 52 Street Coral Springs, FL 33076
4. Stormwater Amil Gates East and West.
 - Amil Gates West
5100 NW 48 Drive Coral Springs, FL 33076
 - Amil Gates East
6000 N University Drive Coral Springs, FL 33076
5. Wellfield #1 - 4905 Riverside Side Drive, Coral Springs, FL 33076 (East Side of Canal)
6. Wellfield 2A - 5093 NW 98 Drive Coral Springs, FL 33076
7. Wellfield #3 – 8122 NW 53 Court Coral Springs, FL 33076
8. Wellfield 4 - 6488 Riverside Drive Coral Springs, FL 33076
9. Wellfield 5 - 5959 NW 87 Ave. Coral Springs, FL 33076
10. Wellfield 6 - 5900 Riverside Drive Coral Springs, FL 33076
11. Wellfield 7 - 5575 Pine Circle Drive Coral Springs, FL 33076
12. Wellfield #8 – 5861 Riverside Drive Coral Springs, FL 33076
13. Wellfield 9 - 6026 NW 91 Ave. Coral Springs, FL 33076
14. Wellfield 10 – 5418 North University Drive, Coral Springs, FL 33076

LIFT STATIONS MAPS:



LEGEND

- LS# 24
- LS# 35
- EXISTING FORCE MAIN AND SIZE
- PROPOSED FORCE MAIN AND SIZE
- EXISTING DISTRICT BOUNDARY
- LIFT STATION SERVICE AREA

SUMMARY LIFT STATIONS

L.S. #	FP&L ADDRESSES	FP&L METER #
1	8500 Westview	KJ44799
2	8404 Pine Ridge Dr.	KJ44801
3	4751 University Dr.	KJ07801
4	5451 University Dr.	KJ44798
5	5801 Riverside Dr.	KJ90150
6	5088 N.W. 88 Ln.	KJ42873
7	10200 Westview Dr.	KJ93161
8	4951 Remberg Dr.	KJ42871
9	5901 Pine Island Rd.	KN48684
10	10600 Westview Dr.	KJ93212
11	4651 Coral Ridge Dr.	KJ42793
12	9851 N.W. 60 Pl.	KJ90200
13	10700 Remberg Dr.	KJ42872
14	5570 N.W. 88 Ln.	KJ93167
15	6200 N.W. 87 Ave.	KJ86540
16	8922 N.W. 56 Cl.	KJ86539
18	11705 Westview Dr.	KJ93207
20	12000 Wyn Lis Blvd.	KJ92455
21	5502 Wyn Lis Blvd.	KJ92454
22	4901 Wyn Lis Blvd.	KJ92453
23	6000 N. University Drive	KJ44713
24	9761 N.W. 66 Pl.	KJ71874
25	7123 Lost Garden Terr	KJ42577
26	10181 N.W. 63 Dr.	KJ90197
27	6660 N.W. 104 Ln.	KJ87975
28	6705 Pine Island Rd.	KJ92657
28a	7055 Pine Island Rd.	KJ92657
29	9705 Old Club Road	KJ42576
30	10828 Trails End	KJ44712
32	10891 Holmberg Rd.	KJ92658
33	11194 H.B. Blvd.	KG90230
34	8203 Blue Sage Way	KJ42574
35	9927 Lost Garden Terr	KJ42575
36	8045 Canopy Terr	KJ71847
37	10201 Maestic Trail	KJ98901
38	6850 Nob Hill Rd.	KJ71848
39	S. Barnsley Drive	
10e main	11500 Trails End	AC38263
PTP	10659 Trails End	
H.B. 1	11825 H.B. Blvd.	KJ92707
H.B. 2	12300 N.W. 61 Dr.	KJ90232
H.B. 4	6501 H.B. Blvd.	KJ90231
H.B. 5	7071 H.B. Blvd.	KJ44734
H.B. 6	7555 H.B. Blvd.	KJ44736
H.B. 9	12699 NW 87 Manor	KJ44737
H.B. 10	12247 H.B. Blvd.	KJ44392
H.B. 11	11561 H.B. Blvd.	KJ44354
H.B. 12	11895 Heron Run Drive	KJ44356
H.B. 13	12133 Heron Run Dr.	KJ44338
H.B. 14	8241 NW 122 Avenue	KJ44390
H.B. 15	11425 Osprey Trail	KJ44391
H.B. 16	10918 Osprey Trail	KJ44341
H.B. 17	11222 Osprey Trail	KJ44340

