



Rizzetta & Company

Lakeside Community Development District

Board of Supervisors' Special Meeting June 19, 2023

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

www.lakesidecdd.org

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors

Jack Koch
Linda Ramlot
Ron Hale
Christina Brooks
Gordon Dexter

Chair
Vice Chair
Assistant Secretary
Assistant Secretary
Assistant Secretary

District Manager District Manager

Debby Wallace
Sean Craft

Rizzetta & Company, Inc.
Rizzetta & Company, Inc.

District Counsel District Counsel

Alyssa Willson
Michelle Rigoni

Kutak Rock LLC
Kutak Rock LLC

District Engineer

David Fleeman

Florida Design Consultants, Inc.

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE – Wesley Chapel, Florida (813) 994-1001
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
www.lakesidecdd.com

June 9, 2023

Board of Supervisors
Lakeside Community
Development District

FINAL AGENDA

Dear Board Members:

The **special** meetings of the Board of Supervisors of the Lakeside Community Development District will be held on **Monday, June 19, 2023, at 10:00 a.m.** at the offices of Rizzetta & Company, Inc. 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The following is the final agenda for this meeting:

BOARD OF SUPERVISORS MEETING

- 1. CALL TO ORDER/ ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Landscaper Maintenance & Irrigation**
RFP Packages.....Tab 1
- 4. SUPERVISOR REQUESTS**
- 5. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, or to obtain a copy of the full agenda, please do not hesitate to contact Debby Wallace at dwallace@rizzetta.com.

Sincerely,

Debby Wallace

Debby Wallace
District Manager

Tab 1

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Rizzetta & Company, Inc.
5844 Old Paso Road, Suite 100
Wesley Chapel, Florida, 33544

June 2023

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LAKESIDE COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

Landscape Maintenance Services for
Lakeside CDD
Pasco County, Florida

Lakeside Community Development District (the “District”) hereby requests proposals to provide services relating to the exterior landscaping & irrigation maintenance services for Lakeside Community Development District, all as more specifically set forth in the Project Manual.

The Project Manual will be available beginning June 27, 2023, at 12:00 p.m. (EST) at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein will preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal, contract documents, project scope, technical specifications and site plan. Please make checks payable to Rizzetta & Company, Inc. NO CASH OR CREDIT CARD ACCEPTED. The Field Services Manager shall be the contact person with regard to the Project Manual. Mr. Jason Liggett can be reached by email at jliggett@rizzetta.com or via phone at (813) 994-1001.

There will be a mandatory Pre-Proposal Meeting on June 29, 2023 at 10:00 a.m. at the Lakeside Amenity Center 13739 Lakemont Drive, Hudson, FL 34669. Failure to attend will preclude the District’s consideration of a proposal submitted by a non-attending proposer. The Project Manual will not be available for sale at the mandatory pre-proposal meeting, but will be available at the Rizzetta & Co., Inc. office at the address stated above until July 6th, 2023 at 12:00 p.m.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) fully licensed and insured, (ii) 5 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Lakeside CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, and (vi) Proposer must submit total price along with an option for two (2) one (1) year renewals with price.

The District has the right to reject any, and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as it deems appropriate, if it determines in its discretion that it is in the best interest of the District to do so.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including

Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual and will meet on July 26, 2023 at 10:00 a.m. at the Rizzetta & Company, Inc Office located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 to conduct said ranking. The meeting is hereby publicly advertised. Any and all questions relative to this project shall be directed in writing, by e-mail only, to Jason Liggett at jliggett@rizzetta.com , no later than July 12, 2023 by 4:00 p.m. (EST). Answers will be provided to all eligible proposers by 4:00 p.m. (EST), July 14, 2023.

Firms desiring to provide services for this project must submit one (1) original, seven (7) copies and one (1) digital copy, in the form of a flash drive or CD, of the required proposal no later than 9:00 a.m. (EST) on July 19, 2023 at the office of Rizzetta and Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Attention: Jason Liggett. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 994-1001 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. A copy of the agenda for this meeting may be obtained from the District Manager, Rizzetta and Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Lakeside Community Development District
Sean Craft, District Manager scraft@rizzetta.com

Run Date: Sunday, June 25, 2023

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

Landscape Maintenance Services Pasco County, Florida

Instructions to Proposers

SECTION 1. DUE DATE. Sealed proposals must be received no later than July 19, 2023 at 9:00 a.m. (EST) at the offices of Rizzetta & Co., Inc. located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, Attention: Jason Liggett. Proposals will be publicly opened at that time.

SECTION 2. SIGNATURE ON PROPOSAL. Proposer must correctly sign all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized 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. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the Proposer shall carefully examine the drawings, 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.

SECTION 4. 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 in any manner affect the work. 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.

SECTION 5. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing via e-mail only to Jason Liggett at jliggett@rizzetta.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the Project Manual. Questions received after 4:00 p.m. (EST), July 12, 2023 will not be answered. Answers to all questions will be provided to all proposers by e-mail by 4:00 p.m. (EST), July 14, 2023. Only questions answered by formal written Addenda will be binding. No interpretations will be given

verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original, seven (7) hard copies and one (1) digital copy (CD or Flash Drive preferred) of the proposal forms, along with other requested attachments, at the time and place indicated herein. Proposal shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Lakeside Community Development District - Landscape & Irrigation Maintenance) ENCLOSED” on the face of it.

SECTION 9. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 10. PROJECT MANUAL. The Project Manual will be available beginning Tuesday, June 27, 2023 at 12:00 p.m. (EST) at the Wesley Chapel Offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The cost for the Project Manual Disk is **\$100.00**; please make checks payable to Rizzetta & Co., Inc. **NO CASH OR CC ACCEPTED.**

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 13. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Project Manual.

SECTION 14. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company’s ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its supervisors, staff and consultants as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 15. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

SECTION 16. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- B. Completed price proposal (forms attached).
- C. List position or title and corporate responsibilities of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level.
- E. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. Information related to other projects of similar size and scope which Proposer has provided or is currently providing landscape and irrigation maintenance services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

SECTION 18. PROTESTS. Any protest regarding the Project Manual, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents at the offices of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Fl. 33544, Attention: Lynn Hayes. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheet, contained within the Project Manual.

1. Proposer: _____ / _ / A Partnership
 [Company Name] /_ / A Corporation
 /_ / A Subsidiary Corporation
2. Parent Company Name: _____
3. Parent Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____
4. Proposer Company Address (if different):

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____
5. List the location of the office from which the proposer would provide services to Lakeside CDD.

Street Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contract Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The State with whom the Proposer's company is incorporated? _____

- Is the company in good standing with the State? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposer's company authorized to do business in the State of Florida? Yes () No ()

6.3 If Proposer is not incorporated, please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposer has been in the business of providing landscape services.

7. Has the Proposer's company provided services for a community development district or similar community previously? Yes () No ()

7.1 If yes, provide the following:

- Number of contracts Proposer has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposer's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year (21) _____, (22) _____, (23) _____.

9. What are the Proposer's current insurance limits?

General Liability	\$ _____
Automobile Liability	\$ _____
Umbrella Coverage	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

10. Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No () If so, state the name(s) of the company (ies) _____

The state(s) where barred or suspended _____
State the period(s) of debarment or suspension _____

11. Has the Proposer ever failed to fulfill its obligations under any contract awarded to it? Yes () No () If so, where and why? _____

12. Has any officer or partner of the Proposer ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract? Yes () No () If so, state name of individual, other organization and reason therefore. _____

13. List any and all litigation to which the Proposer, any personnel to work at Lakeside CDD, any officer and/or employee of the Proposer has been a party in the last five (5) years. _____

14. Has the Proposer or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No () If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

15. List five (5) current clients including contact persons and telephone numbers as well as their contract value and length of service: _____

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why: _____

-
17. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
 18. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District(s) in evaluating the quality and experience of such personnel.
 19. Key Personnel: Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual landscape maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Lakeside CDD or their authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the Lakeside CDD should consider the Proposer for bidding on

the landscape services request for proposals, including such matters as the Proposer’s ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposer

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 20__.

(Corporate Seal)

Sworn to before me this _____ day of _____, 20__.

(Seal)

Notary Public/Expiration Date

CORPORATE OFFICERS

Company Name _____ Date _____

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposer will be considered to constitute good cause for rejecting Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____ of the _

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposer will be considered good cause for rejection of Proposer's proposal.

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this _____ day of _____, 20__.

Notary Public/Expiration Date:

(SEAL)

**LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel (20 Points Possible) (____ Points Awarded)

(E.g., skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels, etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc. with bid.)

Management and Supervisory Personnel

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Proposed Staffing Levels

Landscape Maintenance staff will include; _____ laborers, _____ Supervisors, and _____ Technical personnel. In addition, list any personnel with technical expertise that will be utilized on this project. (Such as pesticide, herbicide application, arborists or horticulturist, etc.)

Name	Years Exp.	Position/Certifications	Duties and Responsibilities
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

2. **Experience**

(20 Points Possible) (_____ Points Awarded)

(E.g., past & current record and experience of the respondent in similar projects, volume of work previously awarded to the firm; past performance in any other contracts; subcontractor listing, inventory of all equipment, etc)

1. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

2. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____
Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

3. Project Name/Location: _____
Contact: _____ Contact Phone: _____
Project Type/Description: _____
Dollar Amount of Contract: _____

Experience cont.

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

4. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

5. Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Detailed Scope of Services for Project: _____

Duration of Contract: START DATE: _____ END DATE _____

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including product specifications, pricing, scheduling, staffing, qualifications, etc? Have all documents been completed as directed and information requested been provided? Does it demonstrate clearly the ability to perform these services?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

Demonstration of financial resources and stability as a business entity necessary to implement and execute the services required as discussed in Landscape Maintenance Agreement. At a minimum, Proposer must include proof of ability to provide insurance coverage as required by the District as well as “Compiled” Financial Statements current to within twelve (12) months.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor “A” turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor “B” turns in a bid of \$265,000. Bid “A” is divided by Bid “B” then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor “B” will receive 19.81 of 25 possible points. Contractor “C” turns in a bid of \$425,000. Bid “A” is divided by Bid “C” then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor “C” will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided in Parts 1,2,3,4, 5 & 6.

Proposer's Total Score (100 Points Possible) (Points Awarded)

END

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape and Irrigation Maintenance Agreement (“**Contract**”), is entered into as of the XXXX day of XXXXXXXX 20XX, between **THE LAKESIDE COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida (hereinafter referred to as “**District**” or “**Owner**”) located at 5844 Old Pasco Road, Ste. 100, Wesley Chapel, FL 33544, and XXXXXX XXXXXX (hereinafter referred to as “**Contractor**”) located at _____.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as **Exhibit “B”** (hereinafter “**Proposal**”) and incorporated herein by reference, and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as **Exhibit “A”** (hereinafter referred to as the “**Contract Work**”). Contractor shall perform in accordance with the Proposal attached hereto as **Exhibit “B”**. Maps of the areas to be maintained are attached hereto as **Exhibit “C”**.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.

2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Field Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Field Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Field Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District will be responsible for scheduling the inspections. The District must have no less than ten (10) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide to management a written summary of work performed for each week with notification of any problem areas.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.
7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water,

areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.

8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid Form, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

III. CONTRACT SUM; TERM

1. The District agrees to pay Contractor for the Contract Work, a not to exceed sum of One Hundred Twenty Nine Thousand Six Hundred Dollars and 00/100 Cents (\$129,600.00) for the initial term, One Hundred Twenty Nine Thousand Six Hundred Dollars and 00/100 Cents (\$129,600.00) for the first annual renewal and One Hundred Thirty Three Thousand Four Hundred Eighty Eight Dollars and 00/100 Cents (\$133,488.00) for the second annual renewal to include Parts 1 through 4 of the Scope of Services as detailed in Exhibit "B", payable in monthly installments as detailed below unless terminated earlier as provided in this Contract. Contractor shall invoice the District monthly for services provided during the previous month pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of invoices. As compensation for the work, the District agrees to pay Contractor \$9,180.00 per month during the Initial Term, \$9,180.00 per month during the First Annual Renewal, and \$9,504.00 per month during the Second Annual Renewal. Such compensation covers only the items specified in Parts 1 and 4 of the Contractor's Bid Form. Additionally, for the services specified in Parts 2, 3, 5 & 6 of the Contractor's Bid Form attached as Exhibit "C", the District agrees to pay Contractor using the pricing specified in the Contractor's Bid Form in the month after the services were performed and after required documentations (if any) have been provided. Up to a maximum of One Hundred Sixty Two Thousand One Hundred Sixty Five Dollars and 00/100 Cents (\$162,165.00), One Hundred Sixty Two Thousand One Hundred Sixty Five Dollars and 00/100 Cents (\$162,165.00), and One Hundred Sixty Six Thousand Fifty Three Dollars and 00/100 Cents (\$166,053.00) for the Initial contract term, first annual renewal and second annual renewal, respectively, shall be paid if all mulch top-dressings (Part 5) are performed and awarded to Contractor as well as four 3-month annual flower rotations (Part 6) are performed and awarded to Contractor. Contractor shall not perform mulching or annual installation services without the prior written approval of the District.

2. If the District should desire additional work or services, including but not limited to adding additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an Additional Services Order, addendum, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
3. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
4. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the District shall remit payment to Contractor in accordance with the monthly invoice for non-disputed amounts. The District reserves the right to withhold all, or any portion of a payment should the Contract Work not be completed, in the District's sole and absolute discretion, in accordance with the scope and terms set forth in this Contract, or if the work is otherwise found to be deficient. Any non-conforming and/or deficient work not corrected within the manner and timeframe prescribed by the District after having been brought to the Contractor's attention will not be paid for. The District also reserves the right to hire an outside vendor to complete and/or correct non-conforming and/or deficient work if Contractor fails to correct as set forth above and charge such costs to Contractor.

IV. TIME OF COMMENCEMENT

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than XXXXXXXX XX, XXXX.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order,

request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney's fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor shall and does hereby indemnify and hold harmless the District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.

2. **WORKERS' COMPENSATION:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.
3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.

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

X. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Contract and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pasco County, Florida.

7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.
12. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first.

XII. PUBLIC RECORDS

1. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta & Company ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, RIZZETTA & COMPANY, INC., 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544, (813) 933-5571, INFO@RIZZETTA.COM

To Owner: Lakeside Community Development District
c/o Mr. Lynn Hayes, District Manager
Rizzetta & Company, Inc.
5844 Old Pasco Road, Ste. 100
Wesley Chapel, FL 33544

With a copy to: Alyssa C. Willson, District Counsel
Hopping Green and Sams, P.A.
119 South Monroe Street
Tallahassee, FL 32308

To Contractor: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

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

XXXXXX XXXXXX.	Lakeside Community Development District
_____ Name: _____ Title: _____	_____ Name: _____ Chairman of the Board of Supervisors

EXHIBIT “A”
SCOPE OF SERVICES

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

- 1) **MOWING** – All “common area” landscaped areas identified as such (pink) on the overall Lakeside Maintenance Exhibit (including entire Hudson Ave. ROW from wall to asphalt) will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – (Growing Season) Once a week

NOVEMBER 1 – MARCH 1 – (Dormant Season) Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Lakeside CDD’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING - All ponds identified as such on the overall Lakeside Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm’s reach of water’s edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, etc.) shall be edged every mowing event and soft-edged areas (tree rings, shrub and groundcover bed

lines shall be edged a minimum of every other mowing event. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES, i.e. MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC., IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4” diameter and up to a 15’ height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls (including Lakeside’s extensive buffer wall), as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten (10) feet for sidewalks to fifteen (15) feet for streets under all limbs depending on location and species of tree but shall vary according to DOT specs.) Both sides of the tree need to be lifted. All hanging moss shall be removed from all trees up to a 15’ height on an as-needed basis. Crape Myrtles are not to be “hat raked” at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. Moss must be removed prior to the spring flush of new growth on all deciduous trees.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. All shrub material shall be pruned in a manner NOT to block landscape lighting fixtures at any time. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Lakeside. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all

plant material within clear sight lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance (perhaps due to permanent existing grades), then another solution will need to be proposed and executed.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms (if present).

Any palms on the pool deck (and all other plant material, in general, on the pool deck) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times. Lakeside's Amenity Center is maintained by others.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-

emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblin expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for Central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, Central Florida is determined by anything between an east-west line coast to coast through Ocala and a line coast to coast through Tampa & Vero Beach.

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M applied at no more than 1 lb. N/1000 sq. ft. and containing no less than 50% slow release N.
April	2 nd Application of a Pre-Emergent Herbicide
April	Soluble Nitrogen applied at .5 lbs. N/1000 sq. ft.
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe – Ferrous sulfate (2 oz./3-5 Gal. H ₂ O/1000 sq. ft.)
October	A complete fertilizer based on soil tests + Pre M (see March application)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + Pre M applied at no more than 1 lb. N/1000 sq. ft. and containing no less than 50% slow release N.
March	2 nd Application of a Pre-Emergent Herbicide
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H ₂ O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M (see February application)

The contractor shall submit a fertilizer label to CDD representative for approval prior to application if the fertilizer being applied varies from that listed above.

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE**

ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR CARELESSNESS OF FERTILIZER APPLICATION. Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUND COVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUND COVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November) 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally monthly but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all Common Area Landscaped Areas as shown on the Maintenance Exhibit. These areas should include all parks, dog parks, village entrances as well as those irrigated & non-irrigated ROW's between sidewalks and streets inside villages along sidewalks where there are no homes built.

Pest Control will not be included as a standard line item in each monthly billing but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or Management, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Medium Pine Bark Mulch for ornamental beds and tree rings up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf and/or concrete shall also be trenched to a depth of 3" & beveled to reduce mulch washout. The labor for trenching MUST be included in the proposal for mulch installation. This practice has not been followed in the past and trenching will not be considered as an extra. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately one thousand one hundred fifteen (1,115) annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will always keep such beds free of weeds until the next planting rotation occurs. Timing shall be centered around a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Dec, Mar, Jun, Sep)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular deadheading, necessary soil adjustments, soil additives, fungicides and **monthly slow-release** nutritional requirements **at no additional cost to District.** Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) **at no additional cost to District,** a major renovation of all annual beds, removing all existing potting soil. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. **All this shall be provided at no additional cost to the District.**

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

EXHIBIT “B”

BID PROPOSAL FORM

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT

**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE RFP
BID FORM**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the two potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ _____ Yr

- Storm Cleanup \$____/hr **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) _____

\$_____/application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**

\$_____/hr for employee with hand-held hose

\$_____/hr for water truck/tanker

PART 2

Fertilization (All labor and materials) \$ _____ Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS (Crapes, Dwarf Asian Jasmine, Loropetalum, Gardenias, etc.)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)
all pesticide allowance is required) *

\$ _____ Yr (if

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS's
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____ / Yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for an annual treatment for Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Common Area Landscaped Areas (as described in the Scope of Services).

\$ _____ / Yr

Top Choice application will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 5

**Installation of Pine Bark Mulch (medium) (All labor and materials) \$ _____/Yr
(if both topdressings are performed - do not include in Grand Total)**

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

_____ CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ _____/CY
(app. April)

And

_____ CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ _____/CY
(app. October)

PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 1,115 (4") annuals up to four (4) times per year per specs at the direction of the District at \$ _____ / annual

\$ _____ /rotation

\$ _____ Yr (if all rotations are performed - do not include in Grand Total)

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____ /Yr

FIRST ANNUAL RENEWAL \$ _____ /Yr

SECOND ANNUAL RENEWAL \$ _____ /Yr

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

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

Dated this _____ day of _____, 2021

**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE RFP
BID FORM**

NOTE: NOTE: This pricing form is intended to cover pricing for the first annual renewal if price changes.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ _____ Yr

- Storm Cleanup \$____/hr **(do not include in General Landscape Maintenance total or Grand Total)**
- Freeze Protection (description of ability) _____

- \$____/application **(do not include in General Landscape Maintenance total or Grand Total)**
- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**
- \$____/hr for employee with hand-held hose
- \$____/hr for water truck/tanker

PART 2

Fertilization (All labor and materials)

\$ _____ Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS (Crapes, Dwarf Asian Jasmine, Loropetalum, Gardenias, etc.)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)
all pesticide allowance is required) *

\$ _____ Yr (if

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS's
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____ / Yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for an annual treatment for Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Common Area Landscaped Areas (as described in the Scope of Services).

\$ _____ / Yr

Top Choice application will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 5

**Installation of Pine Bark Mulch (medium) (All labor and materials) \$ _____/Yr
(if both topdressings are performed - do not include in Grand Total)**

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

_____ CY Medium Pine Bark Mulch per specs for the first top-dressing at \$ _____/CY
(app. April)

And

_____ CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ _____/CY
(app. October)

PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 1,115 (4") annuals up to four (4) times per year per specs at the direction of the District at \$ _____ / annual

\$ _____ /rotation

\$ _____ Yr (if all rotations are performed - do not include in Grand Total)

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____ /Yr

FIRST ANNUAL RENEWAL \$ _____ /Yr

SECOND ANNUAL RENEWAL \$ _____ /Yr

Contractor/Firm Name_____

Firm Address_____

City/State/Zip_____

Phone Number_____ Fax Number_____

Name and Title of Representative _____
(Please Print)

Representative's Signature_____

Date_____

**LAKESIDE COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE MAINTENANCE RFP
BID FORM**

NOTE: NOTE: This pricing form is intended to cover pricing for the second annual renewal if price changes.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ _____ Yr

- Storm Cleanup \$____/hr **(do not include in General Landscape Maintenance total or Grand Total)**
- Freeze Protection (description of ability) _____

- \$_____/application **(do not include in General Landscape Maintenance total or Grand Total)**
- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**
- \$____/hr for employee with hand-held hose
- \$____/hr for water truck/tanker

PART 2

Fertilization (All labor and materials)

\$ _____ Yr

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS (Crapes, Dwarf Asian Jasmine, Loropetalum, Gardenias, etc.)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)
all pesticide allowance is required) *

\$ _____ Yr (if

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS's
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____ / Yr. (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)

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\$ _____ / Yr

Top Choice application will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 5

**Installation of Pine Bark Mulch (medium) (All labor and materials) \$ _____/Yr
(if both topdressings are performed - do not include in Grand Total)**

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(app. April)

And

_____ CY Medium Pine Bark Mulch per specs for the second top-dressing at \$ _____/CY
(app. October)

PART 6

Annual Installation (All labor and materials)

The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

Contractor shall install 1,115 (4") annuals up to four (4) times per year per specs at the direction of the District at \$ _____ / annual

\$ _____ /rotation

\$ _____ Yr (if all rotations are performed - do not include in Grand Total)

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____ /Yr

FIRST ANNUAL RENEWAL \$ _____ /Yr

SECOND ANNUAL RENEWAL \$ _____ /Yr

Contractor/Firm Name_____

Firm Address_____

City/State/Zip_____

Phone Number_____ Fax Number_____

Name and Title of Representative _____
(Please Print)

Representative's Signature_____

Date_____

EXHIBIT "C"

DAILY/WEEKLY

REPORT FORMS

(Contractor may choose to use its own company forms but will be required to supply a Weekly Site Visit Journal, a Pest Control Report.

LAKESIDE CDD

DAILY WORK JOURNAL

(this form (or a similar form) must be filled out at the end of each daily visit and turned in to the clubhouse office)

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any) _____

END

LAKESIDE CDD

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

LAKESIDE REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

END

LAKESIDE COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE EXHIBIT

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PROJECT MANUAL
FOR
IRRIGATION MAINTENANCE SERVICES
LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

June 2023

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components at least one (1) time per month. Areas shall include all the existing irrigation systems which include the following:

- A. Water Sources (3) pump & wells on provided maps.
 - 1. Visual inspection of water sources and record meter readings
 - 2. Clean ALL strainers and filters
 - 3. **Inspect each pump/well weekly to verify it is operating correctly; Inform District Manager of any problems immediately. Water sources are not to go an entire month without verification they are operating properly.**
 - 4. Test automatic protection devices
- B. Irrigation Systems
 - 1. Manual test and inspection of each irrigation zone.
 - 2. **Clean and raise heads as necessary**
 - 3. Adjust arc pattern and distance for required coverage areas
 - 4. Clean out irrigation filters inside of valve boxes
 - 5. Annual zone wire ohm reading @ controllers
 - 6. Replacement of worn-out irrigation heads
 - 7. Programming irrigation controllers for quarterly annual installation
- C. Report
 - 1. Irrigation operation time
 - 2. Irrigation start time
 - 3. Maintenance items performed
 - 4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Major below ground repairs, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as required to ensure entire zone is running properly. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management, or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may also be provided by the Contractor listing those items that would improve the irrigation system. After the thirty (30) day period has expired, Contractor shall assume responsibility for any and all

maintenance costs, including parts and labor, associated with the irrigation system repairs/replacements of 2 inches or less, to include, but not limited to, malfunctioning sprinkler heads, microjet heads, nozzles, drip and delivery lines. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of and not reporting any necessary repairs.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Hillsborough County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to apply for and receive a variance after prior approval from the District. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability, procedure and cost per application to provide freeze protection for any and all irrigation and water source components susceptible to freezing.

**LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION MAINTENANCE
QUOTE FORM**

NOTE: This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

Irrigation (All labor and materials)

\$ _____ Yr

Freeze Protection (description of ability) _____

\$ _____/hr (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____
(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

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

Dated this _____ day of _____, 2023

**LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION MAINTENANCE
QUOTE FORM**

NOTE: This pricing form is intended to cover pricing for the first annual renewal if price changes.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

Irrigation (All labor and materials) \$ _____ Yr

Freeze Protection (description of ability) _____

\$ _____/hr **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____

(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

2. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2023

**LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION MAINTENANCE
QUOTE FORM**

NOTE: This pricing form is intended to cover pricing for the second annual renewal if price changes.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

Irrigation (All labor and materials) \$ _____ Yr

Freeze Protection (description of ability) _____

\$ _____/hr **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____

(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

3. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2023

**LAKESIDE
COMMUNITY DEVELOPMENT DISTRICT
IRRIGATION MAINTENANCE
QUOTE FORM**

NOTE: This pricing form is intended to cover pricing for the third annual renewal if price changes.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

Irrigation (All labor and materials) \$ _____ Yr

Freeze Protection (description of ability) _____

\$ _____/hr **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Contractor/Firm Name _____

Firm Address _____

City/State/Zip _____

Phone Number _____ Fax Number _____

Name and Title of Representative _____

(Please Print)

Representative's Signature _____

Date _____

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

4. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this _____ day of _____, 2023