

# PROPOSED CONTRACT RENEWAL PRICING

HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT
Common Grounds

MANAGEMENT COMPANY: Severn Trent Management Services

SUBMISSION DATE: September 15th, 2015

Bid price good for 30 days

This ArtisTree proposal, in printed or electronic form, contains confidential information and is intended only for the requesting parties. It is not to be reviewed, retransmitted or disseminated to unintended recipients.

#### SCOPE OF WORK:

This proposed contract pricing is for the monthly grounds maintenance of the common area grounds at Heritage Oak Park in Port Charlotte, Florida beginning on January 1, 2016 and expiring December 31, 2017. The proposed new pricing will include an added ½ day of service by a one man crew on Fridays to perform "light" maintenance duties and deal with issues as directed by Michelle Egan of Severn Trent Services. Upon acceptance of this proposed contract pricing, a new contract will be generated by the Heritage Oak Park Community District.

3% Increase from Current Annual Contract Price Annual Increase for Add 'I ½ day service

\$73,387.50 \$6,240.00

**Total Proposed New Annual Contract Price** 

\$79,627.50 (\$6,635.63 per month)

Signature Signature

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#### **GROUNDS MAINTENANCE CONTRACT**

CONTRACT TERM:

Two Years - January 1, 2016 through December 31, 2017

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helk Egan

PARTIES:

Heritage Oak Park CDD / Severn Trent Services ("Owner") ArtisTree Landscape Maintenance & Design ("Contractor")

**BILLING ADDRESS:** 

Heritage Oak Park CDD

Severn Trent Management Services 210 N. University Drive, Suite 702

Coral Springs, FL 33071

By this contract, Contractor agrees to perform, and Owner agrees to pay for the services outlined in the attached specifications sheet on the work site.

WORK SITE: The grounds at Heritage Oak Park CDD in Port Charlotte, Florida.

**PAYMENT TERMS:** The prices for the services described herein to be performed by Contractor during the 2- year term of this Contract are as follows:

\$6,635.63 per month \$79,627.50 annually

Services will be provided as per the agreed upon maintenance specifications.

Statements will be submitted by Contractor to Owner by the 25th day of each month. Payment is due and payable in full within 30 days thereafter. A late fee of 1 1/2% will be added to balances after 30 days.

In the event payment is not made by Owner, Contractor shall be entitled recovery of outstanding fees plus reasonable attorney fees incurred in the collection process, including appellate proceedings and all reasonable cost of collections. Either party may cancel this contract with 30 days' notice in writing, with or without cause.

**RENEWAL:** Unless notified in writing, by either party, thirty (30) days prior to the expiration date, this contract will automatically renew under the same specifications with a 3% price increase.

ArtisTree Landscape Maintenance and Design

Heritage Oak Park CDD Representative

Owner or Authorized Party

By:

Frank Fistner, President

Date:

9.30.15

Date:

# LANDSCAPE MAINTENANCE SPECIFICATIONS & BID INFORMATION

## Heritage Oak Park

Owner:

# HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT

District Manager:

Calvin Teague SEVERN TRENT SERVICES

## **BID PACKAGE**

## **EXTERIOR LANDSCAPE MAINTENANCE**

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## **Bidder Information Questionnaire**

## **BID PACKAGE**

## **EXTERIOR LANDSCAPE MAINTENANCE**

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### REQUEST FOR PROPOSAL

#### EXTERIOR LANDSCAPE MAINTENANCE

#### 1.1 Introduction

This Request for Proposal ("RFP") is issued by HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT ("OWNER") to solicit competitive proposals for Exterior Landscape Maintenance in the Heritage Oak Park Community, in Port Charlotte, Florida (the "Proposals") from qualified persons, firms, or corporations ("Bidders"). Severn Trent Services ("District Manager") serves as District Manager of Owner, working on behalf of the Heritage Oak Park Community Development District Board of Supervisors. The RFP includes a Bidder Information Questionnaire, Scope of Services, Summary Bid Form, Weekly Maintenance Worksheet and a Site Plan outlining the property of the Heritage Oak Park CDD.

#### 1.2 Service Agreement Term

Owner and the selected Landscape Maintenance Contractor ("Contractor") will execute a Service Agreement for a term of one (1) year. In addition, the Contractor may submit their proposal with a two (2) year or two (3) year optional service agreement if this would represent a savings to Heritage Oak Park CDD. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor shall perform the services on an interim basis until either Party has provided the other Party written notice of its election to renew or terminate the Service Agreement.

#### 1.3 Bidder Instructions

Sealed Proposals are invited for all work as defined, suggested, or implied ("Work") in the Scope of Services, as well as any addenda issued to Bidders prior to the submission of Proposals. As referenced herein, any other entity as may be designated by Owner and/or District Manager.

If a Bidder to whom a Contract is awarded forfeits and fails to execute the Service Agreement within ten (10) days after first receiving written notification of the award, the Contract award may be annulled at the Owner's option. If the award is annulled, Owner may, at its sole discretion, award the Contract to the next lowest responsible and responsive Bidder for the Work, re-advertise the Work, perform the Work by day, or through in-house operations.

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

Owner does not represent that it intends to accept the lowest price bid; award will be made to the lowest price Bidder that Owner deems to be responsible and responsive based on all information provided pursuant to this RFP. The Owner reserves the right to award by items, groups of items, or total bid. Proposals may be held by the Owner for a period not to exceed 90 days from the date of submittal for the purposes of reviewing the Proposals and investigating the qualifications of the Bidders, prior to executing the Service Agreement.

#### 1.4 Proposal Preparation

This RFP includes a Bidder Information Questionnaire (see Section 1.21 below) and a set of Proposal Bid Forms which are for the Bidders and are to be filled out and executed completely. The Bidder Information Questionnaire and a set of Proposal Bid Forms are, collectively, referred to below as the "Proposal Bid Forms."

Failure to supply any requested information and submit fully completed Proposal Bid Forms may result in disqualification. The Owner reserves the right to request additional information if clarification is needed.

#### 1.5 Proposal Delivery

One (1) electronic copy sent via e-mail and one (1) hard copy of the Proposal Bid Forms shall be delivered to the District Manager, at the address listed below, no later than <u>3:00 p.m.</u> on <u>TBD</u> (the "Proposal Delivery Date"), at which time all Proposals shall be publicly opened.

Please submit bids to:

SEVERN TRENT SERVICES, INC.
5911 Country Lakes Dr.
Fort Myers, FL 33905
Attention: Michelle Egan, Administrative Assistant
E-Mail: megan@severntrentms.com

All completed Proposal Bid Forms and addenda shall be submitted in a sealed opaque envelope which states on the outside: "SEALED PROPOSAL FOR THE EXTERIOR LANDSCAPE MAINTENANCE OF HERITAGE OAK PARK." Proposals communicated by Bidders orally will be rejected. No Proposals will be accepted after the above stated time. Submission extensions will not be allowed unless expressly stated in writing by the District Manager.

#### 1.6 Opening Proposals

All proposals received prior to the Proposal Delivery Date will be securely kept until the time and date stated above for opening the proposals at which time all proposals will be publicly opened at the above referenced offices of the District Manager.

#### 1.7 Interpretation and Addenda

No oral interpretations will be made to any Bidder as to the meaning of the Service Description and Specifications. Interpretations, if made, will be written in the form of an addendum and sent to all Bidders on the bid list.

#### 1.8 Examination of the Site

Each Bidder is required to make a mandatory visit to the areas where Work is to be performed and thoroughly familiarized itself with all conditions before submitting their proposal bid forms.

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

#### 1.9 Insurability and Bondability

Each Bidder shall supply with its proposal, evidence of insurability and/or bondability commensurate.

#### 1.10 Proposal Duration

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

#### 1.11 Pricing Instructions

Bidders shall submit their price information on the "Summary Bid Form" with all blank spaces completed. Bidders shall also sign the Summary Bid Form and complete the bidder name and address information. Each line item price shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit.

#### 1.12 Substitutions

Bidders will not be allowed to make any substitution(s) in materials, quantities or frequencies during the bid process. Bidders shall complete the Summary Bid Form using the quantities identified.

#### 1.13 Price Guarantee

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

#### 1.14 Signature and Legibility

The name, address and signature of the Bidder and the price information shall be clearly and legibly written on the Summary Bid Forms. Bidder's Proposal shall be signed by a person legally

authorized to bind the Bidder to a contract.

#### 1.15 Inspection of Contractor's Facilities

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

#### 1.16 Material Quantities – (where applicable)

It is the Contractor's responsibility to confirm all material quantities if requested by the owner at any time during the duration of the contract.

#### 1.17 Maintenance Personnel Uniforms

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

#### 1.18 Maintenance Personnel Behavior

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

#### 1.19 Safety

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

#### 1.20 Bidder Information Questionnaire

All Bidders are required to fully complete and submit the following Bidder Information Questionnaire (made a part of this Section) not later than the Proposal Delivery Date. Failure to timely submit the Bidder Information Questionnaire will result in disqualification. It is suggested that Bidders submit their completed Bidder Information Questionnaire at least seven (7) days in advance of the Proposal Delivery Date to allow for advance review by the District Manager and staff in case additional information is required.

## HERITAGE OAK PARK

#### 2.1

#### SCOPE OF SERVICES

#### SERVICE DESCRIPTION AND SPECIFICATIONS

#### Part 1 - Landscape Maintenance Program/Lawn Care Specifications

#### **Mowing**

- 1. All turf areas shall be mowed weekly during the summer growing season (April through October) and on an as-needed basis but not less than two times per month during the months of November through March.
- 2. Mower blades will be kept sharp at all times to prevent the tearing of the grass blades.

#### **Turf Edging**

1. All turf areas shall be edged with a mechanical edger weekly during the summer growing season (April through October) and on an as-needed basis but not less than two times per month during the months of November through March.

#### **Turf Trimming**

- 1. Turf areas inaccessible to mowing machinery will be controlled by manual or chemical means, as environmental conditions permit.
- 2. Areas of clear ground will be maintained around turf irrigation heads to permit un-obstructed water distribution.

#### **Debris Removal**

- 1. All leaves, shrub and tree clippings shall be picked up by vacuum or by hand-raking and removed from the property.
- 2. All non-turf areas littered in the mowing process will be swept by hand or power vacuum as conditions permit.
- 3. Incidental trash should be picked up by the Contractor within all designated work areas. Items include paper, bags, cans, bottles, ect. Debris along the outside of the community wall shall be removed on a regular schedule.

#### **Turf Fertilization**

1. All turf areas shall be fertilized four (4) times per year with specially formulated fertilizer with trace elements that is 100% slow release. Fertilization subject to change per the Charlotte County ordinances currently in draft stage.

#### **Turf Weed Control/Pest Control**

1. All turf shall be treated three (3) times per year for broadleaf weed control, and four (4) times per year for insect control, including treatment for fire ants, armyworms, grubs, cutworms, and chinch bugs. The program shall provide preventative control where required as well as curative chemical control. Continued spot treatment of any problem areas on an as-needed basis throughout the year. Prompt removal and eradication of the listed invasive plants as specified by Charlotte County Environmental Services include: Brazilian peeper, Australian Pine and Ear leaf Acacia.

## Part 2 - <u>Plant Beds, Shrubs, Woody Ornamentals, Groundcovers, Palms and Tree less than</u> fifteen (15) feet in overall height

#### **Pruning**

- 1. Selective pruning shall be performed as needed to balance infiltrating light, to remove dead wood, fronds, or seedpods, and to promote planned growth patterns.
- 2. With the exception of hedges, all pruning and thinning will have the distinct objective of retaining the plant's natural shape.
- 3. Plants, hedges, bushes and trees obstructing pedestrian or automobile traffic, and damaged plants, will be pruned on a regular basis.
- 4. The Contractor assumes no liability for consequential or inconsequential damages arising from plant obstructions.
- 5. Work will be scheduled to give the least possible interference to property, occupants and visitors.
- 6. Contractor is not responsible for trees and palms over 15' in overall height and a tree trimming company must service these. However if the Contractor is properly insured they may submit an additional bid for the maintenance of all trees and palms over 15' in overall height. Trees and Palms over 15' would be done at an extra cost on a regular maintenance schedule.
- 7. Plant material located between lake walkway and lake should be pruned quarterly or (4) four times per a year and Contractor shall be responsible for debris removal to ensure no floating debris in lake water or left on bank shore.
- 8. All plant beds around the guard house shall be kept up on a regular schedule.
- **9.** Plants, bushes and trees below 15' located around the small fish pond shall be pruned on a regular schedule.

**10.** Plants, bushes and trees below 15' located within <u>all</u> Greenbelt areas shall be done on a regular schedule.

#### **Edging and Trimming**

1. Ground covers will be confined to plant bed areas by manual or chemical means, as environmental conditions permit.

#### **Fertilization**

1. To be applied to shrubbery, palms, planting, and hedges four (4) times per year with the proper fertilizers as recommended by the Charlotte County Extension Service. Fertilization subject to change per the Charlotte County ordinances currently in draft stage.

#### **Weed Control**

1. Open ground between plants will be kept free of weeds by chemical or manual means, as environmental, horticultural and weather conditions permit.

#### Mulch

1. Mulching of all planted / landscaped areas will be done as needed.

#### **Annual Rotation of Flowers**

1. Annual rotation of flowers in the two (2) front entrance flower beds and the two (2) rear entrance flower beds shall be changed quarterly or (4) four times per a year.

Committee to maintain / change annuals at entrance

#### Part 3 - Weekly Maintenance Worksheet

1. The Contractor's Project Manager will be responsible to conduct weekly inspections of the grounds and will submit a weekly maintenance worksheet (Section 2.3) to the District Manager.

#### 2.2

#### **SUMMARY BID FORMS**

Heritage Oak Park is broken down into four neighborhoods which can be identified in the Site Plan located in Section 2.4. Bids are being accepted for the entire Heritage Oak Park Community Development District. When bidding for the entire Heritage Oak Park CDD please fill out each section that falls under the **HERITAGE OAK PARK CDD**.

Exterior Landscape Maintenance **HERITAGE OAK PARK CDD** 

Fort Myers, FL

	1	ı	1

Lodge Complex – To include 5 surrounding buildings &	Included in Bid
Lake	
Lodge	
Sports Bar	
Parking lot	
Library/ Craft Room	
Exercise Room	
Maintenance Garage	
Pool Area	2,
Fish Pond Area	
Tennis courts	
Horseshoe Pits	$\square$
Turf behind condos lakeside (CDD property only)	
Plant material along interior lake walkway (from 5ft to sidewalk)	

II.

Front Entrance of Community	Included in Bid
Front entrance of the community along the fence line	
Guard shack	
CDD property along Heritage Oak Blvd	

III.

Green Belts, Road Islands, & Crestview Waterway	Included in Bid
Green belt located between Red Oak Lane and Green Oak Trail	
(2)	
Green belt between Live Oak Circle	
Green Belt between Live Oak Cir and White Oak Trail	
All islands located within ALL roadways of Heritage Oak Park	
Property that runs along the Crestview Waterway	

	THE PERSON NAMED IN
nitial cost for improvement to these areas \$	
Annual Maintenance if not included if not included in base	 bid \$
y.	
Rear Gate	Included in Bid
Rear gate flower beds and island	
Southeast interior corner of the property	
Trees along the outside of the community wall	
mited to areas I, II, III, IV, & V.	\$ <u>79,627.50</u>
	e, if none please state so
Any exceptions or objection please feel free to state her	
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#### 2.3

#### WEEKLY MAINTENANCE WORKSHEET

1)	Date of maintenance visit:			
2)	Supervisor:			
3)	Watering man-hours:			
4)	Lis	ting of problems and locations:		
	a)	Insect and plants:		
	b)	Disease and plants:		
	c)	Nutrient problems and plants		
	d)	Dry plants:		
		W lar		
	e)	Wet plants:		
	f)	Amount of mulch applied:		
	g)	Amount of mulch needed or applied over designated amount:		
	h)	Dead plants removed:		
	)			
	i)	Tree service work needed:		
	j)	Irrigation damage and repairs:		
5)	Ext	ra work performed:		
	a)	Number of men:		
	b)	Their title(s):		
	c)	Hours per man:		
	d)	Description of work performed:		
		the second secon		
		The fact of the first of the fi		
Gei	neral	Notes:		
1		Please list any items the Owner and/or District Manager and/or Consultant needs to know of any extra work		
		be performed outside of the grounds maintenance contract scope. Also, give an estimate of time to perform		
ne	wor	k:		