

**Wicklow and Wicklow Greens**  
**Homeowner's Associations**

**Request for Proposal of the Shared Maintenance Joint Committee**

**Landscape Maintenance and Chemical Treatment Services**

**Bid Instructions & Agreement Conditions**

**June 2010**

**INDEX  
TO  
Bid Instructions**

**Wicklow & Wicklow Greens HOA's  
Winter Springs, Florida**

**Landscape Maintenance and Chemical Treatment Services  
No. 1-2010/06/01  
June 2010**

BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

SERVICE AREA LOCATION WORKSHEETS

SERVICE AGREEMENT

BID FORM FOR RFP 1 - 2010/06/01

# **INSTRUCTIONS TO BIDDERS**

Bid Proposals are hereby solicited by the Joint Committee of the Wicklow and Wicklow Greens Homeowner's Associations for

## **SMA - Shared Maintenance Agreement *Landscape Maintenance and Chemical Treatment Services***

Wicklow and Wicklow Greens are two communities located in the Tuscawilla golfing community in Seminole County Florida. These communities share a landscaped entrance way, Wicklow Way. To see to the proper maintenance of this shared entrance way, Wicklow and Wicklow Greens have formed a committee, the Shared Maintenance Joint Committee (SMJC), made up of members from both communities. This RFP is being sought by on behalf of both communities by this committee.

Billing and Payments for all areas will be made to and by Wickow Greens, through a single itemized monthly transaction.

The Purpose of this RFP is to find a landscape maintenance company that will care for these areas and maintain them in such a way so it reflects positively on the homes in our communities.

### **Bid Number 1- 2010/06/01**

#### **BID Mailing Location**

Wicklow -Wicklow Greens Homeowner's Associations  
5840 Red Bug Rd. #60  
Winter Springs, FL 32708

**Bids will be received until \_\_\_\_\_, when  
the process will be officially closed**

The Joint Committee of the Wicklow / Wicklow Greens Homeowner's Associations reserves the right to accept any or all bids, with or without cause, to waive technicalities, or to accept the bids which, in its judgment best serves the interest of the two associations.

#### **1. GENERAL**

##### **1.1 Project Identification**

Bids are requested for providing landscape maintenance and chemical treatment application services for the Wicklow and Wicklow Greens Homeowner's Associations hereinafter called the OWNER, to be performed in compliance with the Contract Documents.

##### **1.2 Bidding Documents**

- A. Definition - Bidding Documents include the Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
- B. Copies - Bidding Documents may be obtained from the Wicklow Greens website, [www.wicklowgreens.com](http://www.wicklowgreens.com). The OWNER will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Questions - Any questions may be directed to [bids@wicklowgreens.com](mailto:bids@wicklowgreens.com).
- D. Addenda - Addenda will be included as part of complete set of Bidding Documents.

### **1.3 Examination of Documents and Inspection of Site**

Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting their Bid, represents that they have so examined the Bidding Documents and inspected the site, that they understand the provisions of the Bidding Documents and that they have familiarized themselves with the local conditions under which the work is to be performed.

### **1.4 Bidding Procedure**

#### **A. Form of Bid**

1. Each Bid shall be submitted complete on the provided Bid Form along with any supporting documentation included as necessary
2. The Bidder must fill in all relevant blank spaces.
3. No conditional Bids will be accepted. Alternate Bids will not be considered unless requested. Oral proposals or modifications will not be considered.

#### **B. Submission of Bids**

1. Bids shall be delivered to the designated location prior to the time and date for receipt of Bids indicated above. Bids received after the time and date for receipt of Bids will be discarded. All bids submitted shall become the property of the Wicklow & Wicklow Greens Homeowner's Associations.
2. The Bidder shall assume full responsibility for timely delivery of their Bid to the designated location.

#### **B. Modification and Withdrawal**

1. Bids may not be modified after submittal.
2. Bidders may withdraw Bids at any time prior to the Bid Opening time and date. Withdrawal requests shall be made in writing and must be received by the OWNER before the time and date stated.
3. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified herein under "Submission of Bid". A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid Form.

- C. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.

### **1.5 Consideration of Bids and Basis of Award**

Except in cases where the OWNER exercises the right to reject all Bids, the Contract will be awarded by the OWNER, as soon as practicable after Opening of Bids, to the responsive, responsible Bidder who has submitted the best, and most qualified Bid (a major factor will be cost; however, the Associations may choose an award based upon other factors).

### **1.6 Notice of Award**

The selected contractor will be notified within ten (10) calendar days from the closure of the bids that their bid has been accepted. The successful Bidder shall execute the Agreement within ten (5) calendar days of award notification. Failure to execute the Agreement within ten (5) calendar days from the date of award notification entitles the Owner to forfeit the bid. The Owner shall be entitled to such other rights as may be granted by law.

### **1.7 Certificates and Licenses**

Bidders must be qualified under Florida Law to perform the Contract work required and present a copy of the Contractor license(s) or Competency Card(s) issued by the Florida Dept. of Professional Regulation prior to

award of the contract. This would include an Irrigation Competency Card and a Certified Pest Control Operator's License, where applicable.

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## **GENERAL CONDITIONS**

### **1. SCOPE**

The scope of work includes furnishing landscape maintenance and chemical treatment services for the **Wicklow and Wicklow Greens Homeowner's Associations** (*Wicklow Way Medians, Entrance Monuments, and Common Areas*), as described in the attached map, including all labor, equipment, tools, materials, and incidentals, and performing of all operations necessary as described herein.

### **2. APPLICABLE SPECIFICATIONS AND REQUIREMENTS**

All work to be performed on this project shall conform to applicable specifications and requirements included (or referenced) in these Contract Documents.

### **3. PERMITS AND REGULATIONS**

The Service Provider shall procure and pay for all licenses necessary for the prosecution of the Work, and/or required by municipal, State and federal regulations, laws and procedures, unless specifically provided otherwise in the Contract Documents. The Service Provider shall provide a description of any required permitting fees in an invoice submitted to the Owner.

### **4. INSURANCE AND HOLD HARMLESS INDEMNIFICATION**

Hold Harmless Agreement - To the fullest extent permitted by laws and regulations Service Provider shall indemnify and hold harmless Owner and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Service Provider, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against Owner or any of their consultants, agents or employees by any employee of Service Provider, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Service Provider or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Service Provider's Liability Insurance - The Service Provider shall not commence any work under this Contract until he has obtained all insurance required under this paragraph. Service Provider shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth which may arise out of or result from Service Provider's performance and furnishing of the Work and Service Provider's other obligations under the Contract Documents, whether it is to be performed or furnished by Service Provider, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The insurance required by this paragraph shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. The comprehensive general liability insurance shall also include Contractual Liability Insurance applicable to Service Provider's obligations under the Hold Harmless Indemnification. All of the policies of insurance so required to be purchased and maintained (or the certificates or their evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior

written notice has been given to Owner by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Service Provider may be correcting, removing or replacing defective work in accordance with the Contract Documents. Service Provider's General Liability Insurance shall include the Owner, and Owner's consultants as insured or additional insured which may be accomplished by either an endorsement of Service Provider's Comprehensive General Liability policy or by Service Provider's carrier issuing a separate protection liability policy.

## **5. SALES TAX**

The Service Provider shall include in their bid, and shall pay, all Florida State sales tax and other local, State, and Federal taxes in accordance with existing laws and regulations.

## **6. CHANGES IN THE WORK**

The owner may, at any time, or from time to time, without invalidating the Agreement order alterations, deletions or revisions in the Work by written Change Order. Upon receipt of any such order Service Provider shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents.

Any deviations from these specifications, plans and contract documents, must be approved by the Owner in advance of the construction either by a written and executed Change Order.

The Service Provider agrees that he will do such work as may be required for the proper execution of the whole work herein contemplated, including all labor, equipment and materials reasonably necessary for the proper completion of the work. The Service Provider agrees that he will make no claim for extra work unless that material or work is not covered by, or properly inferable from the Contract Documents. If the Service Provider makes a claim for an extra or additional cost and requests a Change Order be issued prior to performing the work, and the Owner renders a decision denying such request, the Service Provider must notify the Owner in writing within 3 days of the time that the Service Provider is informed of the Owner's decision. Otherwise the Owner will not consider any such difference as a claim for a Change Order or additional payment or time. Any such written notice received by the Owner from the Service Provider within the 3-day period shall be just reason for the Owner to re-evaluate his previous decision.

## **7. PAYMENTS**

The Owner will make payments on a monthly basis at a rate of 1/12 of the total yearly cost.

## **8. APPAREL**

All service provider personnel shall maintain a professional, neat and appropriate appearance when on job site in order to reflect the standards of the community.

## **9.0 DAMAGES**

The Contractor shall be obligated to immediately notify the Owner's representative verbally and follow by email within twenty-four (24) hours after the event of any damage which the Contractor discovers, or should have discovered in the exercise of reasonable care, whether or not such damage was caused by the Contractor. If the Contractor is responsible for said damage then the Contractor shall be obligated, at its expense, immediately or promptly to repair to the Owner's representative's satisfaction, any damage to exterior plantings, or irrigation systems or any other property within the areas specified in this agreement. In the event the contractor has not repaired any such damage within reasonable time, as determined by the Owner's Representative, the Owner may repair such damage and deduct such cost from the next payment due to the Contractor. The Contractor shall be liable to the Owner for any such cost in excess of the amount deducted by the Owner.

## **10.0 Environmental**

Wicklow and Wicklow Greens are environmentally aware organizations. Contractor agrees to ensure that any hazardous liquid or chemicals including but not limited to fuel, oil, pesticides or other lubricants are not spilled or dumped into any water run-off area, water drain or body of water.

# **TECHNICAL SPECIFICATIONS**

1 - 2010/05/28

## **1.0 MOWING**

The mowing of all grassed areas shall be no less than once every seven (7) days in the heavy growing season. Mowing shall be no less than bi-weekly, or as instructed by the Owner's Representative, during the dormant growing season. Growing seasons are dictated by the weather and therefore may change per the Owner's Representative, but otherwise shall be:

Heavy Growing Season - March 15 through October 15.

Dormant Growing Season – October 14 through March 14.

All Bahia grassed areas will be mowed to a height of 3" inches on average, and all St. Augustine grassed areas will be mowed to a height of 4" to 5" inches on average, depending upon established grass needs, by finish mower or a groom mower. At no time shall more than one-third (1/3) of the leaf surface be removed in one mowing.

Prior to mowing and trimming any turf and bed areas; *paper, bottles, cans and all other debris (as well as misplaced dirt or sand)* must be removed from areas immediately bordering site (*ex: sidewalks and curblines*) and actual site locations. Areas are to look clean and neat and free of debris at all times.

Any clipping, trimming debris will be removed from site as work is completed, or at the end of each day that work is performed. Lawn clippings may be left on the turf areas so long as no readily visible clumps remain on the grass surface after mowing. Otherwise large clumps of clippings will be collected and disposed of by Contractor. In case of fungal disease outbreaks, all clipping will be collected and properly disposed of until disease is undetectable. **No debris bags shall be left on site more than 5 hours.**

## **2.0 MULCHING**

Mulching to be performed between *November 1* and *December 25* each year to keep planted areas neat and freshly maintained. Mulch depth to be a minimum total depth of three (3) inches and placed, not dumped, as well as kept from around the immediate base of shrubs. Pine Bark mulch is to be used.

## **3.0 EDGING**

Edging of all walks, curbs, edging of pavements, and grass invasion shall be done weekly during the heavy growing season and bi-weekly for the remainder of the year. All grass and dirt to be blown off onto grass areas only. No debris shall be blown onto hard surfaces or into shrub or flower beds. Schedule for edging of soft surfaces such as turf, bed borders, and ground cover shall be performed bi-weekly or more as needed.

## **4.0 WEEDEATING**

Areas inaccessible to mowing equipment shall be kept neat and trimmed as needed. Trimming of grass and weeds around any fixed objects (walls, light posts, light fixtures, equipment boxes, pond structures, sign posts and trees) will be done through chemical control within a limit of six inches (6") maximum or trimmer so as not to inflict damage of any kind to structure, equipment or tree.

## **5.0 PRUNING SHRUBS AND ORNAMENTALS**

Approved traffic (M.U.T.C.D.) warning devices shall be used when necessary to provide safety to persons and vehicular traffic within any areas undergoing pruning. Pruning of plants shall be performed as needed to remove dead wood harboring insects and disease and to promote maximum health and growth. The finding of insects or disease shall be reported immediately to the Owner Representative so as to limit losses. Aesthetic pruning shall consist of removal of dead or broken branches. Pruning shall be performed to balance infiltration light to enhance new growth.

Small leafed shrubs, such as pittosporum, azaleas and Indian hawthorn, etc., are to be kept trimmed in a tight, neat appearance, with removal of partial new growth after no more than four inches of new growth appears. Larger leafed shrubs, such as viburnum, may attain new growth reaching from 2" to 4" before removal. But at no times are shrubs to display a disorderly appearance. Ornamentals, such as crinum lilies, are to be trimmed aggressively during the rainy season to be kept neat and fungus free. This may be as frequent as every other week. Sago palms are to be trimmed a minimum of three times a year, or more often, as needed, depending on growth and health. Azaleas are to be trimmed at regular intervals as described above with the exception of the months of October thru March when no trimming should be done to achieve maximum flowering. Wax myrtles are to be trimmed aggressively in order to maintain a neat, compact habitat. At no time is an herbicide to be used to rid plants of sucker growth. Instead, hand pulling or aggressive trimming routine is to be established. All ornamentals that produce any dead fronds (i.e., coontie, sage, Aztec grass, holly fern, etc.) are to be systematically checked and cleaned with special attention to early spring cleanup.

## **6.0 PLANT REPLACEMENT**

The Contractor shall be responsible for replacing any plant materials that die or become damaged to the point that the plant grade is less than Florida Number 1, as specified in the Grades and Standards for Nursery Stock, passed by the Florida Legislature in 1955 and codified with Section 581.031 (2)(3), Florida Statutes, as a result of neglect or damage caused by the maintenance operation. Replacement material shall be identical to plant species, quality and specifications of the materials at the time the loss occurs.

## **7.0 TREE TRIMMING**

Trimming of established trees shall be to a minimum of eight (8) feet and a maximum of twelve (12) feet under canopy and pruned just outside the branch collar by the Service Provider. New or young trees are to be pruned with an ideal under canopy of six (6) feet or to a suitable and healthy height for each tree. Sucker growth is to be removed by hand or trimmer from the base of a tree. Herbicides are not to be used for this purpose. Palms are to be trimmed regularly to ensure the absence of seed pods and dead or dying fronds dropping to the ground and not as severely as the hurricane cut; *using the 9/3 rule*. Ligustrum and Holly trees are to be maintained per industry standards or as specified by Owner's Representative.

## **8.0 WEEDING**

Weeding of all plant bed areas is to be as often as necessary to conform to the shrub trimming schedule, to control weed population and maintain healthy plants. Remove weeds, vines and "voluntary" seedlings from planting beds. Weed control in landscaped areas will be accomplished by hand weeding and/or application of round-up and a pre-emergent herbicide if needed. All weeds in sidewalks or pavement areas (including curbing) shall be chemically controlled or removed by hand.

## **9.0 ANNUALS**

Annuals will be changed four (4) times per year at all designated annual bed areas. Annuals are to be 4" full bloom and must be approved by Owner's Representative for each seasonal change variety. A schedule shall be presented by Service Provider and agreed upon by Owner. Bed preparations are to consist of 14-14-14 Granular fungicide and Cavalier Subdue GR. along with any added soil preparations or enhancements needed to facilitate strong healthy growing annuals. Annuals beds are indicated on service area descriptions

## **10.0 IRRIGATION**

Complete irrigation inspections shall be performed one (1) time per month at minimum. Details of the inspection *shall be recorded* on a log sheet (to be submitted with the monthly billing) and consist of the following:

1. Turning on each zone and inspecting each head for the proper coverage, including straightening, adjusting the output of water, adjusting spray pattern and unclogging any heads.
2. Report to Owner's representative broken heads, lateral lines, or any other repair needed to irrigation system.
3. Checking all zone valves for proper open and closure, making sure to inspect for leaking from the mainline.
4. Checking water source for leaking and visual inspection of backflow device, if present.

5. Visually inspect turf, planters and trees in irrigated areas for signs of drought stress and effect adjustments and/or repairs to remedy the issue.

## **11.0 CHEMICAL PROGRAM**

### **11.1 FERTILIZATION/PEST CONTROL- TURF**

The program shall meet or *exceed* the *University of Florida Cooperative Extension Services* yearly Calendar for St. Augustine sod care and culture, and good horticultural practices standards. The program shall be based on soil samples taken at random from various areas of the site, in sufficient number so as to be characteristic of the areas to be fertilized. The cost of the securing and analyzing the soil samples shall be included in the bid. The results of the soils sampling shall be reported to the Owner representative.

Soil amendments, nutrients, pesticides, fungicides, and any other chemicals deemed proper and beneficial or are required to maintain the turf and plant material by the Contractor shall be included in the fertilization program at no additional cost. All fertilizers shall always contain minor elements.

A minimum of six (6) fertilization (3 *granular*) and insect and disease applications shall be applied on all St. Augustine grass annually at approximately two-month intervals. Additional spot treatments may be needed in certain areas due to various conditions that may occur. Such additional treatments shall be deemed to be included in the contract price.

One (1) fertilization (granular) shall be applied to all irrigated Bahia grass annually in mid-summer (unless otherwise specified). No chemical application shall be made to non-irrigated Bahia grass. Spot treatments of insecticide and/or fungicide may be necessary throughout the year due to varying field conditions. Such additional treatments shall be deemed to be included in the contract price.

Applications of fertilizer shall follow Cooperative Extension Service suggested guidelines and sound horticultural practices. Any turf areas or landscape materials, killed or damaged as a result of over-fertilization or lack of chemical application will be re-established to an acceptable condition.

### **11.2 FERTILIZATION/PEST CONTROL-TREES AND SHRUBS**

The spraying of irrigated shrubs (and trees less than 4" caliper) shall be done in accordance with F.S. Chapter 482 Pest Control and suggested methods of the Cooperative Extension Service. A minimum of three (3) applications (2 granular) of fertilization, insect, and disease control material shall be applied to irrigated shrubs (and trees less than 4" caliper) during the contract period. A minimum of one (1) application (granular) of fertilization shall be applied to non-irrigated shrubs (and trees less than 4" caliper) during the contract period. Additional spot treatments deemed to be necessary for the effective control of harmful disease and insect infestations shall be applied as needed. These additional applications shall be deemed to be included in the contract price.

### **11.3 PLANT REPLACEMENT**

The Contractor shall be responsible for *replacing* any plant materials or sod areas that die or become damaged to the point that the plant grade drops below Florida Number 1 as a result of neglect or damage by the Fertilization, Pest, or Disease Control Program operation. Replacement material shall be identical to plant species, quality, and specifications of the materials at the time the loss occurs.

### **11.4 TREATMENT**

Timely and prompt treatment is to be performed on all areas detected with problems and areas at risk. A 7-10 day follow-up appointment is to be set with the Owner Representative to ensure eradication of disease or pest problems. Subsequent visits, if necessary, are to be scheduled until the problems no longer exist.

## SERVICE AREA LOCATION WORKSHEETS

The following pages provided service information for the five (5) areas included in the Bid. A sum of the cost for yearly service for all these area is required on the attached Bid form.

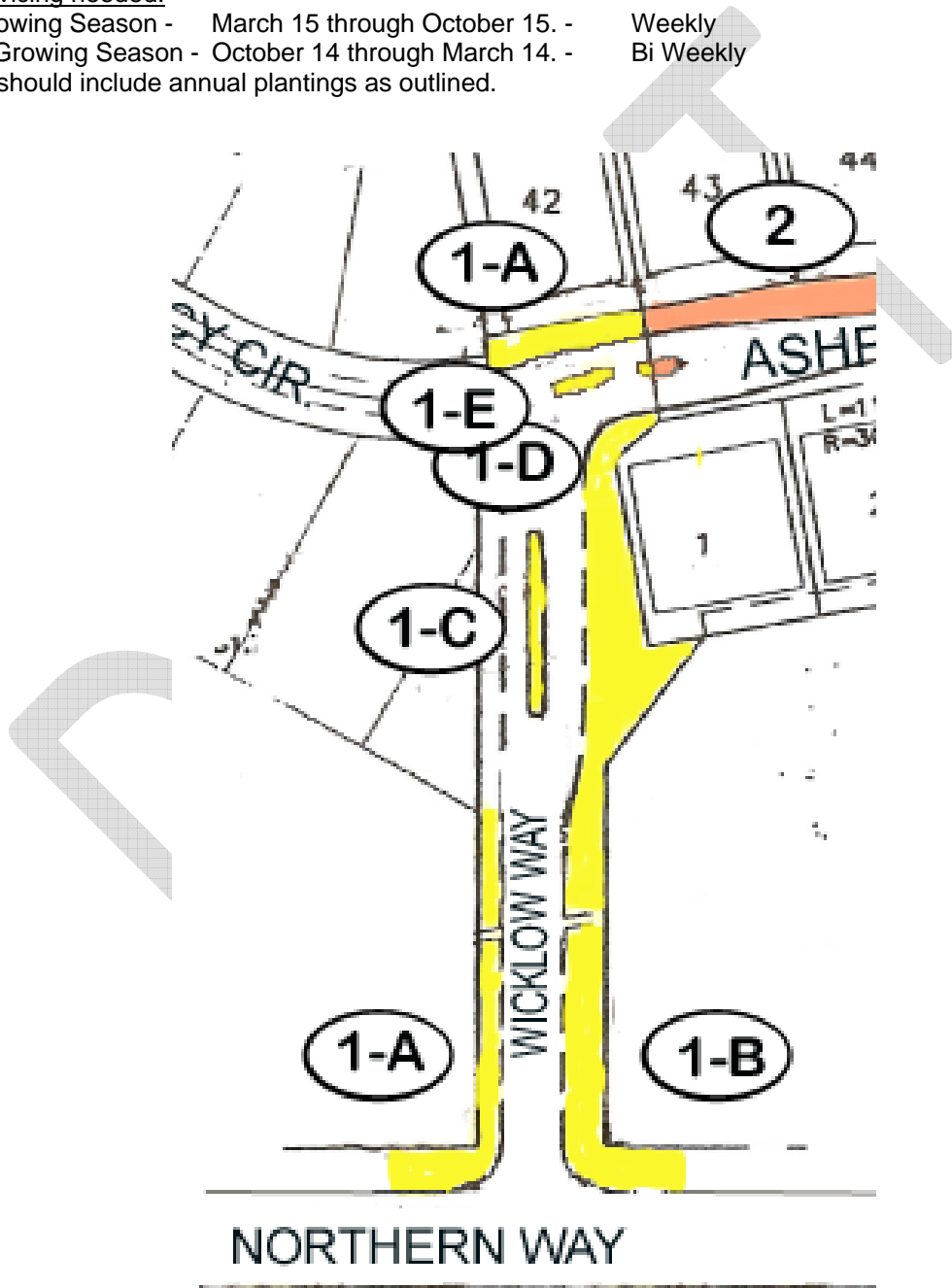


**Service Area #1 Common Wicklow Way Medians and Easement Areas (#1-A, #1-B, #1-C, #1-D, #1-E)**

This service area pertains to Wicklow Way. The turf is St. Augustine. Plantings include annuals, trees, shrubs, and perennial species. #1-A is an area of approximately 255' x 10' with mostly grass and some mulched plantings (especially around the west entry wall). Area #1-B is an area approximately 255' x 10' + 220' x 35' + 45' x 20' with both grass and mulched plantings including the east entry wall. Area #1-C is the main median area on Wicklow Way, approximately 118' x 9.5', with mulched shrubs, trees, and ground covers. Area #1-D is a small area around the entry-gate control panel for Wicklow Greens that has ground covers and mulch. Area #1-E is an area approximately 100' x 34' with equal amounts of grass and mulched plantings.

No. of servicing needed:

Heavy Growing Season - March 15 through October 15. - Weekly  
Dormant Growing Season - October 14 through March 14. - Bi Weekly  
Base Bid should include annual plantings as outlined.



**Service Area #2 - Wicklow Greens Turf and Plantings on Ashford Drive (#2)**

This service area pertains to Ashford Drive inside the Wicklow Greens gate. The turf is St. Augustine. Plantings include annuals, trees, shrubs, and perennial species. #2 is an area approximately 198' x 17.5' (that undulates between 10' to 24+' along its length) that is split between grass and mulched plantings.

Heavy Growing Season - March 15 through October 15. - Weekly  
Dormant Growing Season - October 14 through March 14. - Bi Weekly



**Service Area #3 - Wicklow Greens Turf around detention pond (#3)**

This service area pertains to grassed area around detention pond. The turf is Bahia . #3 covers the sloped terrain surrounding the pond that is approximately 492.75' x 30' in total area. No of servicing needed:

Heavy Growing Season - March 15 through October 15. - Monthly  
Dormant Growing Season - October 14 through March 14. - None



**Service Area #4 - Common Nancy Circle cul-de-sac Plantings (#4)**

This service area pertains to the cul-de-sac at the end of Nancy Circle. Plantings include tree and shrub species. This area is approximately 150' x10' that is mulched tree and shrub plantings.

No of servicing needed:

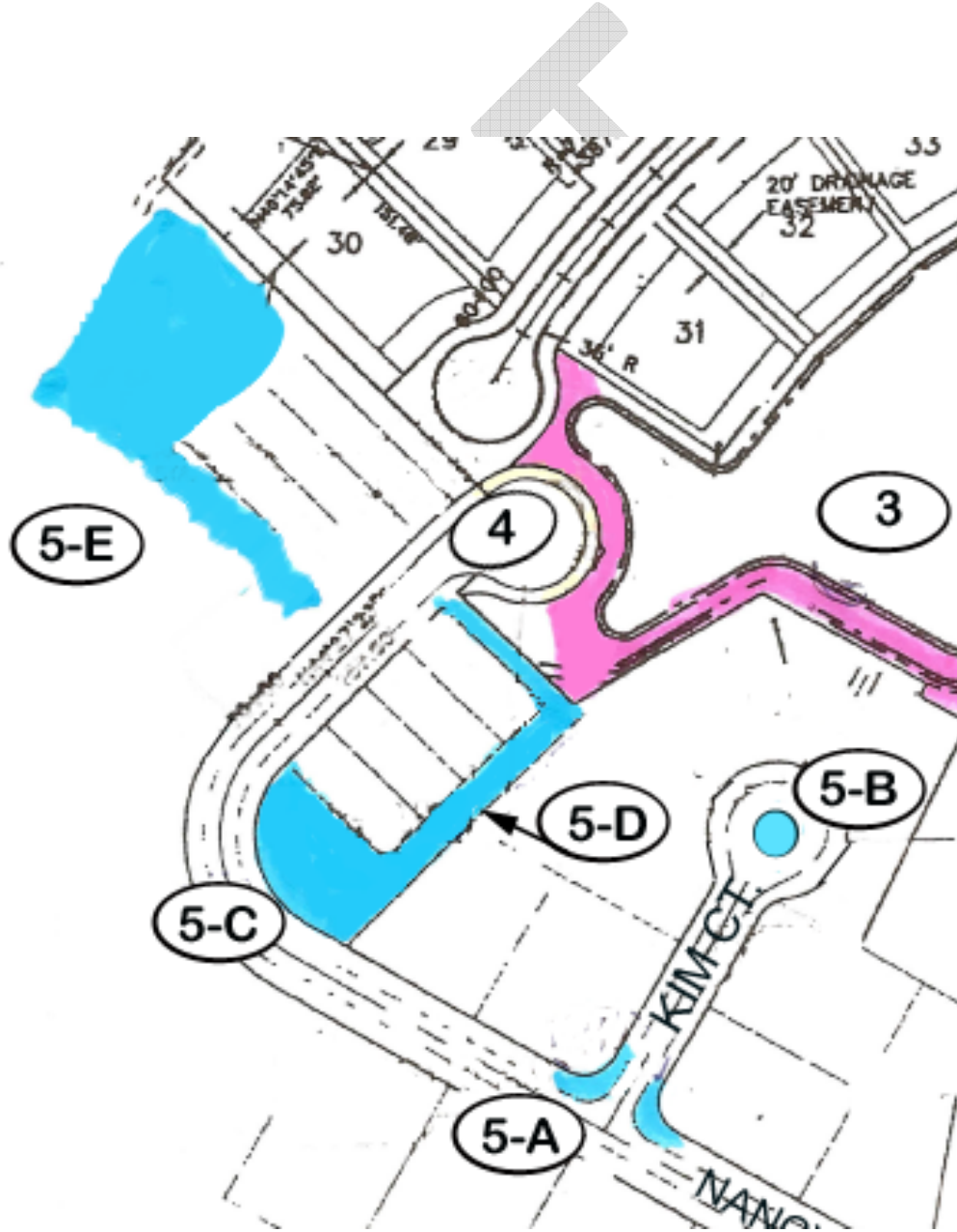
Heavy Growing Season -	March 15 through October 15. -	Monthly
Dormant Growing Season -	October 14 through March 14. -	None



**Service Area #5 - Wicklow Easement and Planting Areas (#5-A, #5-B, #5-C, #5-D, #5-E)**

These service areas pertain to the plantings along the Kim Court entry walls; the center of the Kim Court cul-de-sac; along the curve of Nancy Circle (approximately 156' x 35'), the mowing behind the townhomes to the west of Nancy Circle (approximately 175' x 110'); and mowing behind the townhomes to the east of Nancy Circle that are between the homes along Kim Court (approximately 190' x 25' + 130' x 20' + 105' x 20') . The plantings encompass an area of approximately,

Heavy Growing Season - March 15 through October 15. - Weekly  
Dormant Growing Season - October 14 through March 14. - Bi Weekly



# SERVICE AGREEMENT

1 - 2010/06/01

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **WICKLOW AND WICKLOW GREENS HOMEOWNER'S ASSOCIATIONS** located in **WINTER SPRINGS, FLORIDA**, both Florida corporations, hereinafter referred to as "Owner", located at 1 Wicklow Way, Winter Springs, FL 32708, and \_\_\_\_\_ a Florida corporation, hereinafter referred to as "Service Provider".

## **WITNESSETH:**

**WHEREAS**, Owner wishes to obtain landscape maintenance and chemical services for **Wicklow Way Medians, Entrance Monuments, and Internal Common Areas** on a continuing basis; and

**WHEREAS**, Service Provider participated in the selection and negotiation process; and

**WHEREAS**, Service Provider is willing to provide such landscape maintenance and chemical services for **Wicklow Way Medians, Entrance Monuments, and Internal Common Areas** for the Owner under the terms and conditions stated herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

## **1.0 RECITALS**

The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by reference.

## **2.0 TERM AND DEFINITIONS**

**2.1 Terms** This contract shall be in effect for twelve (12) months commencing on the Effective Date of . The Owner may extend this contract for two (2) additional one-year terms, provided the Owner determines, in its discretion, that Service Provider has adequately performed during the previous term of this contract. In the event this contract is extended, the contract price **may** be adjusted to allow for consumer price increases based on contractor performance not to exceed 4 (four) percent. The adjustment will be based on the annual contract period from the same period of the previous year and calculated prior to renewal. The Agreement may be canceled in whole or part by the Owner or the Service Provider, upon giving at least (30) days written notice prior to cancellation; EXCEPT that non-performance on the part of the Service Provider will be grounds for **immediate** termination. Unless otherwise provided in said notice, all work being performed by Service Provider at the time of receipt of the notice shall immediately cease and no further work shall be provided by Service Provider under this contract.

**2.2 Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

- a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Service Provider to provide the maintenance services approved by the Owner.
- b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.
- c. "Service Provider" shall mean \_\_\_\_\_, a Florida Corporation, and its principals, officers, employees, and agents.
- d. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in this Agreement and specified in the Request for Proposal of the Shared Maintenance Joint Committee, No. 1-2010/06/01 and BID FORM 1-2010/06/01 submitted by Service Provider.

### **3.0 SCOPE OF SERVICES**

Service Provider shall provide landscape maintenance services for the **Wicklow and Wicklow Greens Homeowner's Associations** (*Wicklow Medians, Entrance Monuments, and Common Areas*), including the furnishing of all labor, equipment, tools, materials, incidentals and the performing of all operations necessary as described herein.

### **4.0 CHANGES IN THE SCOPE OF WORK**

**4.1** Owner may make changes in the Services at any time by giving written notice to Service Provider. If such changes increase (additional services) or decrease or eliminate any amount of Work, Owner and Service Provider will negotiate any change in total cost or schedule modifications. If the Owner and the Service Provider approve any change, the Contract will be modified in writing to reflect the changes. All change orders shall be authorized in writing by Owner's and Service Provider's designated representative.

**4.2** All of Owner's amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

### **5.0 SCHEDULE**

**5.1** Service Provider shall perform services in conformance with the schedule reasonably established by the Owner. Service Provider shall complete all of said services in a timely manner and will keep Owner apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the Owner. Should Service Provider fall behind on the established schedule, it shall employ such resources to comply with the schedule.

**5.2** No extension for completion of services shall be granted to Service Provider without Owner's prior written consent.

### **6.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SERVICE PROVIDER**

**6.1 General Bid Services.** The Owner shall only pay Service Provider for services actually performed based on the Bid Form. If this contract is extended, the total annual amount paid to Service Provider shall not exceed that above mentioned number adjusted as set forth in paragraph 2.1 of this contract.

**6.2 Additional Services.** From time to time during the term of this Agreement, Owner may request that Service Provider perform additional Services not required under the contract. For those additional services agreed upon by the Owner and Service Provider in writing, Owner agrees to pay Service Provider a total amount equal to that mutually agreed upon by the parties in writing.

**6.3 Payment.** The Service Provider may invoice Owner in the final week in which services were rendered, the Owner agrees to pay the Service Provider the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement. Invoices may only be submitted on a monthly basis unless otherwise agreed by the Owner. Unless otherwise agreed in writing by the Owner, there shall be no other compensation paid to the Service Provider and its principals, employees, and independent professional associates and consultants in the performance of Work under this Agreement. The Owner agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Service Provider. The Service Provider may only bill the Owner for actual work performed.

### **7.0 RIGHT TO INSPECTION**

**7.1** Owner or its affiliates shall at all times have the right to review or observe the services performed by Service Provider.

**7.2** No inspection, review, or observation shall relieve Service Provider of its responsibility under this Agreement.

## **8.0 PROFESSIONALISM AND STANDARD OF CARE**

Service Provider shall do, perform and carry out in a professional manner all Services required to be performed by this Agreement. Service Provider shall also use the highest degree of care and skill in performing the Services that are exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service Provider.

## **9.0 WARRANTY OF PROFESSIONAL SERVICES**

The Service Provider (for itself and any of its employees, contractors, partners, and agents used to perform the Services) hereby warrants unto the Owner that all of its employees (and those of any of its contractors, partners, and agents used to perform the Services) have sufficient experience to properly complete the Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Work, the Service Provider shall supervise and direct the Work, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

## **10.0 CORPORATE REPRESENTATIONS BY SERVICE PROVIDER**

**10.1** Service Provider hereby represents and warrants to the Owner the following:

- a. Service Provider is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
- b. The undersigned signatory for Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by Service Provider has been duly authorized by the board of directors and/or president of Service Provider. In support of said representation, Service Provider agrees to provide a copy to the Owner of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.
- c. Service Provider is duly licensed under all local, state and federal laws to provide the Services stated in paragraph 3.0 herein. In support of said representation, Service Provider agrees to provide a copy of all said licenses to the Owner prior to the execution of this Agreement.

## **11.0 SAFETY**

Service Provider shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

## **12.0 INSURANCE and Indemnity**

**12.1 Liability Amounts.** During the term of this Agreement, Service Provider shall be responsible for providing the types of insurance and limits of liability as set forth below.

- a. The Service Provider shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Service Provider from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Service Provider or by anyone directly employed by or contracting with the Service Provider.
- b. The Service Provider shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$1,000,000 property damage as the combined single limit for each occurrence to protect the Service Provider from claims for damages for bodily injury, including wrongful death, as well as from

claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Service Provider or by anyone directly or indirectly employed by the Service Provider.

- c. The Service Provider shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of \$1,000,000 for all of its employees performing Work for the Owner pursuant to this Agreement.
- d. Separate from the insurance requirements set forth above the Service Providers agrees that it shall defend and hold Owner and its officers, directors, agents and members harmless from any all claims for bodily injury, property damage, injury, cost, expense, attorney's fees, fines, penalties or other forms of loss or damage which are in any way related to a breach of this agreement or arise out of any act, error or omission of the Service Provider including any claims in which the Owner may be partially at fault. It is understood that the obligation to defend and indemnify exists even if Service Provider is not wholly responsible for the damage or loss to the extent permitted under Florida law.

**12.2 Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the Owner by Service Provider upon the Effective Date of this Contract which satisfied the insurance requirements of this paragraph 12.0. Renewal certificates shall be sent to the Owner 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the Owner in the event of cancellation or modification of any stipulated insurance coverage. The Service Provider must notify

**12.3 Independent Associates and Consultants.** All independent contractors or agents employed by Service Provider to perform any Services hereunder shall fully comply with the insurance provisions contained in these paragraphs for sections 11 and 12.

### **13.0 COMPLIANCE WITH LAWS AND REGULATIONS**

Service Provider shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

### **14.0 ASSIGNMENT**

**14.1** Service Provider shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of Owner.

**14.2** If upon receiving written approval from Owner, any part of this Agreement is subcontracted by Service Provider, Service Provider shall be fully responsible to Owner for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

**14.3** If Owner determines that any subcontractor is not performing in accordance with this Agreement, Owner shall so notify Service Provider who shall take immediate steps to remedy the situation.

**14.4** If any part of this Agreement is subcontracted by Service Provider, prior to the commencement of any Work by the subcontractor, Service Provider shall require the subcontractor to provide Owner and its affiliates with insurance coverage as set forth by the Owner.

### **15.0 TERMINATION; DEFAULT BY SERVICE PROVIDER AND OWNER'S REMEDIES**

The Owner reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, if Service Provider defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within fourteen (14) calendar days

after written notice from the Owner specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within fourteen (14) calendar days, in which case the Service Provider shall have such time as is reasonably necessary to remedy the default, provided the Service Provider promptly takes and diligently pursues such actions as are necessary.

**16.0 FORCE MAJEURE**

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving Service Providers labor force); extraordinary breakdown of or damage to Owner's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**SERVICE PROVIDER:**

\_\_\_\_\_  
Name (Printed and Signed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
e-mail address

Example

**OWNER:**

WICKLOW & WICKLOW GREENS HOMEOWNER'S ASSOCIATIONS  
WINTER SPRINGS, FLORIDA

By: \_\_\_\_\_ Dated \_\_\_\_\_

Dan Holsenbeck  
President, Wicklow HOA

By: \_\_\_\_\_ Dated \_\_\_\_\_

Terry Back  
President, Wicklow Greens HOA

ATTEST:

By: \_\_\_\_\_

# **BID FORM FOR RFP 1-2010/06/01**

The following Bid is hereby made to the **Wicklow and Wicklow Greens Homeowner's Associations**, hereafter called the OWNER. Bid is submitted by: \_\_\_\_\_

\_\_\_\_\_  
(Insert legal name, address, and whether sole proprietorship, partnership or corporation.)

**The Undersigned:**

Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same. And agrees:

1. To hold this Bid open for 30 calendar days after the bid opening date.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a contract with the OWNER, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the contract documents.
5. To begin work not later than 7 days after the issuance of a Notice to Proceed.

**Total Base Bid**

I will provide the services under this project for the Base Bid Amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**The Base Bid amount reflects pricing for the following Services (check that apply):**

**Landscape Maintenance**

**Chemical Program-**

The Bidder hereby agrees to perform all work as required by the Contract Documents for the following Unit Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed. The Owner, at his sole option and discretion, may choose to add or deduct from the contract work at the unit prices set forth below. Service Provider shall be paid for actual quantities completed in accordance with the Contract Documents. The following is the order of precedence which will be used in case of conflicts within the Bid Schedule provided by each Bidder: Unit Cost, Total Cost, Total Base Bid (See attached Bid Form).

RESPECTFULLY SUBMITTED, signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Service Provider**

By (signature) \_\_\_\_\_ Title \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

ATTEST: SECRETARY

CORPORATE SEAL

**BID CALCULATION SHEET**

**Landscape Maintenance\***

**Service Area #1 - Common Wicklow Way Medians and Easement Areas**

Unit Cost /\$ \_\_\_\_\_ x 12 Months = \$ \_\_\_\_\_ Year

**Service Area #2 - Wicklow Greens Turf and Plantings on Ashford Drive**

Unit Cost /\$ \_\_\_\_\_ x 12 Months = \$ \_\_\_\_\_ Year

**Service Area #3 - Wicklow Greens Turf around detention pond**

Unit Cost /\$ \_\_\_\_\_ x 12 Months = \$ \_\_\_\_\_ Year

**Service Area #4 - Common Nancy Circle cul-de-sac Plantings**

Unit Cost /\$ \_\_\_\_\_ x 12 Months = \$ \_\_\_\_\_ Year

**Service Area #5 - Wicklow Easement and Planting Areas**

Unit Cost /\$ \_\_\_\_\_ x 12 Months = \$ \_\_\_\_\_ Year

**TOTAL COST (A)**      \$ \_\_\_\_\_ Year

\* Chemical Program