

NORTH SPRINGS IMPROVEMENT DISTRICT



BOARD OF SUPERVIORS MEETING

NOVEMBER 01, 2023

North Springs Improvement District

9700 NW 52 Street Coral Springs, FL 33076
Phone (954) 752-0400 Fax (954) 755-7317

October 25, 2023

Board of Supervisors
North Springs Improvement District

Dear Board of Supervisors:

A meeting of the Board of Supervisors of North Springs Improvement District will be held on November 01, 2023, at 3:00 P.M. at 9700 NW 52nd Street, Coral Springs, Florida. Following is the advance agenda:

1. Roll Call
2. Approval of the following Meeting Minutes:
 - I. October 11, 2023
3. Audience Comments on Non-Agenda Items and Supervisor's Request(s)
4. Resolution **2024-01**, Amending the Adopted General Fund Budget for Fiscal Year 2023
5. Resolution **2024-02**, Amending the Adopted Water and Sewer Budget for Fiscal Year 2023
6. Staff Reports
 - A. Manager
 - I. Approval to Enter into National Cooperative Acceptance Agreement for RFP 3702-22-4618; Facilities Workplace Solutions
 - B. Attorney
 - C. Engineer
 - I. Award of Contract for RFP 2023-10, Landscape Park Maintenance Agreement
7. Approval of Financials and Check Registers
8. Adjournment

**SECOND
ORDER OF BUSINESS**

October 11, 2023 Meeting Minutes

MINUTES OF MEETING
NORTH SPRINGS IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the North Springs Improvement District was held Wednesday, October 11, 2023 at 3:02 p.m. in the district office, 9700 N.W. 52nd Street, Coral Springs, Florida.

Present and constituting a quorum were:

Vince Moretti	President
Grace Solomon	Secretary
Anthony Avello	Assistant Secretary

Also present were:

Rod Colon	District Manager
Richard Sarafan	District Counsel
Jane Early	District Engineer
Brenda Richard	District Clerk
Katherine Castro	Executive Assistant
Donna Holiday	GMS-South Florida, LLC via Zoom
Officer Martin	Coral Springs Police Department

The following is a summary of the discussions and actions taken at the October 11, 2023 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Colon called the meeting to order at 3:02 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the September 6, 2023 Meeting

On MOTION by Mr. Avello seconded by Ms. Solomon with all in favor the minutes of the September 6, 2023 meeting were approved as presented.
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THIRD ORDER OF BUSINESS

Audience Comments and Supervisor's Requests

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Manager

There being no comments, the next item followed.

B. Attorney

There being no comments, the next item followed.

C. Engineer

1. Approval of Change of Contract from Heron Bay Parking Lot Construction to Landscaping and Hardscaping of Stopping Station No. 1 Located in the North Spring Improvement District Preserve

Mr. Colon stated we went under contract to build a parking area with some landscaping and the HOA did not want to do it and asked us to cancel the project. We had given the contractor funding and would like to reappropriate those funds to do landscaping along the borders and edge of the Preserve.

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the reassignment of contract from Heron Bay Parking Lot Construction to Landscaping and Hardscaping of Stopping Station No. 1 was approved.

FIFTH ORDER OF BUSINESS

Approval of Financials and Check Register

On MOTION by Mr. Avello seconded by Ms. Solomon with all in favor the check register was approved.

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the meeting adjourned at 3:06 p.m.

Grace Solomon
Secretary

Vince Moretti
President

FOURTH ORDER OF BUSINESS

- I. Resolution 2024-01, Amending the Adopted General Fund Budget for Fiscal Year 2023

RESOLUTION 2024-01

**A RESOLUTION OF THE NORTH SPRINGS
IMPROVEMENT DISTRICT AMENDING THE GENERAL
FUND BUDGET FOR FISCAL YEAR 2023**

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board,” of the North Springs Improvement District, hereinafter referred to as “District,” adopted the General Fund Budget for Fiscal Year 2023

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate revenues and expenses approved during the fiscal year 2023.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH SPRINGS IMPROVEMENT DISTRICT, THAT:

1. The North Springs Improvement District General Fund Budget for fiscal year 2023 and hereby amended in accordance with Exhibit ‘A’ attached.
2. This resolution shall become effective immediately and be reflected in the Fiscal Year Ended September 30, 2023 Financial Statements and Financial Audit Report of the District.

PASSED AND ADOPTED by the Board of Supervisors of the North Springs Improvement District, this 1st day of November 2023.

North Springs Improvement District

Vincent Moretti, President

Attest:

Grace Solomon, Secretary

Exhibit A

**North Springs Improvement District
General Fund Amended Budget FY 23**

Account Description	Adopted Budget FY 23	Increase/ (Decrease)	Amended Budget FY 23
Revenues			
Transfer In from Water & Sewer Fund Sale of Land	-	4,037,941	4,037,941
Total Revenue	-	4,037,941	4,037,941
Expenditures			
CIP-Task Order 0822-1 Heon Bay Preserve	-	3,056,753	3,056,753
CIP-Welcome Center at Heron Bay	-	981,188	981,188
Total Expenditures	-	4,037,941	4,037,941
Net Income	-	-	-

FIFTH ORDER OF BUSINESS

- II. Resolution 2024-02, Amending the Adopted Water and Sewer Budget for Fiscal Year 2023

RESOLUTION 2024-02

**A RESOLUTION OF THE NORTH SPRINGS
IMPROVEMENT DISTRICT AMENDING THE WATER
AND SEWER BUDGET FOR FISCAL YEAR 2023**

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board,” of the North Springs Improvement District, hereinafter referred to as “District,” adopted the Water and Sewer Budget for Fiscal Year 2023

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate revenues and expenses approved during the fiscal year 2023.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH SPRINGS IMPROVEMENT DISTRICT, THAT:

1. The North Springs Improvement District Water and Sewer Budget for fiscal year 2023 and hereby amended in accordance with Exhibit ‘A’ attached.
2. This resolution shall become effective immediately and be reflected in the Fiscal Year Ended September 30, 2023 Financial Statements and Financial Audit Report of the District.

PASSED AND ADOPTED by the Board of Supervisors of the North Springs Improvement District, this 1st day of November 2023.

North Springs Improvement District

Vincent Moretti, President

Attest:

Grace Solomon, Secretary

Exhibit A

**North Springs Improvement District
Water & Sewer Fund Amended Budget FY 23**

Account Description	Adopted Budget FY 23	Increase/ (Decrease)	Amended Budget FY 23
Revenues			
Unrealized Gain from Sale of Land	-	4,037,941	4,037,941
Total Revenue	-	4,037,941	4,037,941
Expenditures			
Transfer Out to General Fund for Heon Bay Projects	-	4,037,941	4,037,941
Total Expenditures	-	4,037,941	4,037,941
Net Income	-	-	-

SIXTH ORDER OF BUSINESS

Staff Reports – A. MANAGER

- I. Cooperative Acceptance Agreement for RFP 3702-22-4618;
Facilities Workplace Solutions

NSID

Item Number	UOM	Description	Rental / Lease Price Rate	Quantity in Order	Estimated Weekly Cost	Estimated Annual Cost	One Time Upfront Buyback
23273	Each	WorkShirt	\$0.500	186	\$ 93.00	\$ 4,836.00	\$ 20.00
23273	Each	Workshirt - SZ PREMIUM	\$0.650	0	\$ -	\$ -	
374	Each	Oxford	\$0.640	36	\$ 23.04	\$ 1,198.08	\$ 20.00
374	Each	Oxford - SZ PREMIUM	\$0.790	0	\$ -	\$ -	
23270	Each	Cargo Pant	\$0.600	124	\$ 74.40	\$ 3,868.80	
23270	Each	Cargo Pant - SZ PREMIUM	\$0.750	0	\$ -	\$ -	
370	Each	Cargo Shorts	\$0.550	62	\$ 34.10	\$ 1,773.20	
370	Each	Cargo Shorts - SZ PREMIUM	\$0.700	0	\$ -	\$ -	
23945	Each	Stretch Canvas Pant	\$0.700	36	\$ 25.20	\$ 1,310.40	
23945	Each	Stretch Canvas Pant - SZ PREMIUM	\$0.860	0	\$ -	\$ -	
2-R	Each	Uniform Advantage (billed by all pieces)	\$0.040	444	\$ 17.76	\$ 923.52	
x7074	Each	Prep Advantage (billed by all pieces)	\$0.030	444	\$ 13.32	\$ 692.64	
x14	Each	Emblem Advantage (bill to all pieces with emblems)	\$0.030	222	\$ 6.66	\$ 346.32	
					\$ 287.48	\$ 14,948.96	\$4,360 Total

Size Premium (XS, 2XL+, LJ, LN, 44"+ waist, 34"+ inseam) 0.15

Uniform Advantage - No one-time replacement fees for garment damage. Billed per unit for all inventory

Prep Advantage - No one-time garment preparation or application of ID tag fees. Billed per unit for all inventory

Emblem Advantage - No one-time emblem fees for upgrades, replacements &/or new hires. Billed by pieces only with emblems (i.e. shirts, jackets)

Service Charge	\$0.00	Price per delivery location
Minimum Stop Charge	\$35.00	Price per delivery location

Workplace Solutions Cooperative Acceptance Agreement



Location #: _____
 Contract #: _____
 Customer #: _____

Main Corporate Code → **13897** GPO# 211011196 MLA# 211011348 Date: _____
 Customer/Participating Agency: _____ ("Customer") Phone: _____
 Address: _____ City: _____ State: _____ Zip: _____

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").			
Standard Name Emblem	\$	ea	Standard Agency Emblem
Custom Agency Emblem	\$	ea	Embroidery
Uniform Advantage	Item:		\$ ea per week
Premium Uniform Advantage	Item:		\$ ea per week
Emblem Advantage	Item:		\$ ea per week
Prep Advantage	Item:		\$ ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).		
Make-up Charge	\$	per garment	
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium	\$		per garment
Seasonal Sleeve Change	\$	per garment	
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.			
Artwork Charge for Logo Mat	\$		
Payment Terms: Net 30			
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.		
Other			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>		

Cintas Representative Initials: _____ Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
2. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

- 10. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
- 12. Customer Funding Source.** Customer must select the appropriate response below:
 Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
 Yes No
 (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 13. Additional Terms.** Customer must select the appropriate response below:
 Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?
 Yes, additional terms required No additional terms needed
 (If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 14.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:	Customer Signature:
By:	Print Name:
Title:	Print Title:
Accepted-GM:	Email:
Cintas Matrix Account <input type="checkbox"/> Yes <input type="checkbox"/> No	Customer Contact:
Cintas MAM Partners:	Customer Contact Email:

Cintas Representative Initials: _____ Customer Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address: _____

City: _____ ST/PROV: _____ ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? YES NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: _____ Customer Initials: _____

Cintas Representative Initials: _____ Customer Initials: _____



The following item numbers for North Springs Improvement District contain non-standard items that require a one-time upfront buyback.

Item Number	Item Description	Buyback Cost Per Piece
23273	Workshirt	\$20.00
374	Oxford	\$20.00

CINTAS Location: 049K
CINTAS Rep: Shannon Casey
Date: 10/24/2023

Customer Name: _____
Date: _____

Accepted By: _____

Customer Signature: _____

SIXTH ORDER OF BUSINESS

Staff Reports – C. ENGINEER

- I. Award of Contract for RFP 2023-10, Landscape Park Maintenance Services (Proposals will be distributed under separate cover)

NORTH SPRINGS IMPROVEMENT DISTRICT

REQUEST FOR PROPOSAL



LANDSCAPE PARK MAINTENANCE OF DISTRICT PROPERTY

RFP # 2023-10

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

You are invited to submit a proposal for the Landscape Park Maintenance Services at the North Springs Improvement District Preserve at Heron Bay Blvd, Coral Springs, Florida 33076.

RFP submittals shall be received by
Tuesday, October 31st, 2023, at 11:00 A.M.

GENERAL INFORMATION

DISCLOSURE

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

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

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

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. The Contractor will adhere to all requirements when performing work in the designated City in which the work is being performed.

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

FAMILIARITY OF THE PROJECT:

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

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

SITE INSPECTIONS:

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

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

PROPOSAL SUBMITTALS:

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

Proposals must be received by **Tuesday, October 31st, 2023, at 11:00 a.m.** Each submission should only include the lump sum cost proposal submittal form.

Proposals should be mailed or delivered to:

**North Springs Improvement District
Attn: RFP #2023-10;Landscape Park Maintenance Services
9700 NW 52 Street
Coral Springs, FL 33076**

RESPONSE/PRESENTATION COSTS

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

NOTICE TO PROCEED

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

INSURANCE REQUIREMENTS

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

LICENSES

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

PERMITS

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

LANDSCAPING CODE

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

FERTILIZING

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

SCOPE OF SERVICES

PROJECT BACKGROUND

The North Springs Improvement District is seeking the services of a qualified professional landscape firm to provide Landscape Park Maintenance Services on 150 acres at the North Springs Improvement District Preserve located at Heron Bay Blvd, Coral Springs, Florida 33076, attached hereto as the Aerial Site, Exhibit "B."

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

SCOPE OF PROJECT

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

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

The Contractor shall keep and maintain **ALL** plant schedule located on the 150 acres at the North Springs Improvement District Preserve, both existing plant schedule located to attached hereto on the Aerial Site, Exhibit "B," and all future plant schedule within the Preserve.

Equipment-intensive work such as mowing, edging, and blowing shall not commence before 7:30 a.m. and end by 8:00 p.m. on weekdays, (weekend work not allowed without prior approval), and it is advisable that mowing be performed during non-peak park use).

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

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

Turf:

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

Edging:

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

Shrubs and Ground Cover Beds:

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

Hard Surfaces:

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

Disease Control:

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

Shrubs. Trees. Palms and Annuals Fertilization:

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

Pruning:

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

Trimming:

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

Water, Irrigation and Sprinklers:

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

Mulch:

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

INSPECTION:

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

NEGLECT AND PROPERTY DAMAGE:

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

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

GUARANTY AND REPLACEMENT:

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

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

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

NORTH SPRINGS IMPROVEMENT DISTRICT



LANDSCAPE PARK MAINTENANCE SERVICES NORTH SPRINGS IMPROVEMENT DISTRICT PRESERVE

REQUEST FOR PROPOSALS NO. RFP#2023-10

SUBMITTAL FORM

Name of Company: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>
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ANNUAL LUMP SUM AMMOUNT

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

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

I/We confirm that the Bidder has the capacity, capability, and licenses to fully meet or exceed the requirements and will be available to deliver per RFP#2023-10.

By: _____
Authorized Representative

Print: _____

Date: _____

RFP submittals shall be received by
Tuesday, October 31st 2023, at 11:00 a.m.

EXHIBIT "A"

LANDSCAPE PARK MAINTENANCE SERVICES AGREEMENT

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

WHEREAS, the District requires Landscape Park Maintenance Services on 150-acres at the North Springs Improvement District Preserve located at Heron Bay Blvd, Coral Springs, Florida 33076, attached hereto as the Aerial Site, Exhibit "B," and solicited proposals for the provision of such services in 2023 pursuant to RFP #2023-10 (the "RFP"); and

WHEREAS, various proposals were received and evaluated and, at the meeting of the District Supervisors on November 1, 2023, approval was given to contract for the provision of such landscape park maintenance services with the Contractor for a lump sum amount;

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

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

a. District Property. Services shall be provided for the 150-acres at the North Springs Improvement District Preserve located at Heron Bay Blvd, Coral Springs, Florida 33076, depicted in the RFP, Exhibit "B" hereto;

Services to be Provided. The landscaping and maintenance services on 150-acres at the North Springs Improvement District Preserve located at Heron Bay Blvd, Coral Springs, Florida 33076, required to be provided by the Contractor, shall consist of: the following is a list of services that must be completed by the Contractor 26 times annually or as requested, to the areas, attached hereto as the Aerial Site, Exhibit "B," unless otherwise stated within the RFP.

i. Turf:

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

ii. **Edging:**

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

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

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

iv. **Hard Surfaces:**

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

v. **Disease Control:**

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

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

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

vii. **Pruning:**

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

viii. **Trimming:**

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

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

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

x. **Mulch:**

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

- xi. Contractor shall provide all labor, supervision, materials, supplies, tools, equipment, permits, and all other necessary incidentals required to perform the complete maintenance and management of the landscaping and maintenance services in the specified areas listed in these specifications, and as outlined within the RFP and maintain all landscaping in an aesthetic appearance by pruning and shaping as necessary to preserve and maintain the intended appearance outlined in the design plans.
- xii. The Contractor shall keep and maintain all landscaping in an aesthetic appearance as its intended appearance and replace all dead ground cover such as, but not limited to: bushes, plants, mulch, and sod.
- xiii. The Contractor shall keep and maintain **ALL** plant schedule located on the 150 acres at the North Springs Improvement District Preserve, both existing plant schedule located to attached hereto on the Aerial Site, Exhibit "B," and all future plant schedule within the Preserve.
- xiv. Equipment-intensive work such as mowing, edging, and blowing shall not commence before 7:30 a.m. and end by 8:00 p.m. on weekdays, (weekend work not allowed without prior approval), and it is advisable that mowing be performed during non-peak park use).
- xv. Contractor shall notify the District of any dead landscaping that needs to be replaced.

If, within the guarantee period, defects are noticed by the District which require repairs or changes in connection with the guaranteed work, those repairs or changes being, in the opinion of the District,

rendered necessary as the result of the use of materials, equipment, or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the Contractor shall, promptly upon receipt of notice from the District, and without expense to the owner:

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

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

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

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

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

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

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

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

of the District or District's agents, officers or employees. The provisions of this paragraph shall survive any termination or expiration of the Term of this Agreement.

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

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

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

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

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

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

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

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

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

As to the District:

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

With a copy to:

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

and

With a copy to:

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

As to the Contractor:

16. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

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

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

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

NORTH SPRINGS IMPROVEMENT DISTRICT,

By: _____
Vince Moretti, President

Date: _____

Attest: _____
Grace Solomon, Secretary

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

EXHIBIT "B" SITE AERIAL





SEVENTH ORDER OF BUSINESS

Approval of Financials and Check Registers

**North Springs Improvement District
General Fund
Summary Report
For the Period Ending September 30, 2023**

	ADOPTED BUDGET FY 23	PRORATED BUDGET THRU 09/30/2023	ACTUAL ENDING 09/30/2023	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
TOTAL REVENUES	3,666,336	3,666,336	8,287,309	4,620,973
EXPENDITURES				
TOTAL EXPENDITURES	3,666,336	3,666,336	7,229,158	(3,562,822)
EXCESS REVENUES (EXPENSES)	-	-	1,058,151	1,058,151
FUND BALANCE BEGINNING				4,872,161
FUND BALANCE ENDING				5,930,312

**North Springs Improvement District
Water & Sewer Fund
Summary Report
For the Period Ending September 30, 2023**

	ADOPTED BUDGET FY 23	PRORATED BUDGET THRU 09/30/2023	ACTUAL ENDING 09/30/2023	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
TOTAL REVENUES	19,955,000	19,955,000	36,592,780	16,637,780
EXPENDITURES				
TOTAL EXPENDITURES	19,163,445	19,163,445	23,172,382	(4,008,937)
EXCESS REVENUES (EXPENSES)	791,555	791,555	13,420,398	12,628,843
FUND BALANCE BEGINNING				103,251,731
FUND BALANCE ENDING				116,672,129

EIGHTH ORDER OF BUSINESS

Adjournment