Board of Supervisors

Thursday, April 6, 2023 - 3:00 PM
Gateway Services CDD Offices - Meeting Room, located at 13240 Griffin Drive, Fort Myers, FL 33913-7956

To join the meeting, click this link:
https://tinyurl.com/GatewayBoardWorkshop

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF FINAL AGENDA**
5. **PUBLIC COMMENT**
6. **LOCAL ACHIEVEMENTS AND RECOGNITIONS**
7. **ADVISORY COMMITTEES ITEMS AND REPORTS**
8. **APPROVAL OF MINUTES**
9. **CONSENT AGENDA ITEMS**
   - **A.** Utilities Department - 2022 Ram Promaster City Vehicle Replacement
   - **B.** Ameri-Scape of SW Florida, Inc. Year 2 of 3 Contract Renewal w/ Amendment
10. **DISTRICT ENGINEER**
11. **ADMINISTRATIVE AGENDA ITEMS**
    - **A.** ITB-23-04-UT Generator for Irrigation Pump Station
    - **B.** Task Authorization #7 - Construction Management for Irrigation Pump Station Generator
    - **C.** North Haven Development Board Consideration for Approval
    - **D.** Budget Amendment - Proposed Project Manager Position
    - **E.** ITB-23-05-PW Basin 4 Stormwater System Maintenance and Repairs Award of Contract
12. **DISTRICT MANAGER ITEMS**
13. **DISTRICT ATTORNEY ITEMS**
14. **FUTURE BOARD BUSINESS**
    - **A.** Agenda Management
15. **SUPERVISOR COMMENTS AND REPORTS**
16. **ADJOURNMENT**

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 9.A**

Utilities Department - 2022 Ram Promaster City Vehicle Replacement

1. **Requested Motion**: **Meeting Date**: April 6, 2023

Approve the purchase of a 2022 Ram Promaster City cargo van from Galeana Dodge in the not to exceed amount of $43,542.50, additional funding of $5,000 to outfit the vehicle, authorize the District Manager to execute contract documents, sign documentation for the insurance claim and proceed with the insurance process of selling the vehicle on auction recouping the funds from sale to offset the replacement vehicle.

Why the action is necessary:

The board is required to act on this agenda item since the purchase price exceeds the $30,000 expenditure that the District Manager can approve without seeking prior consent from the board of supervisors.

What the action accomplishes:

Authorizes the purchase of a vehicle for the utility department.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
CONSENT AGENDA ITEMS	Administrative Agenda Items	Austin Minoli

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5. **Background**:

On March 9th, 2023, one of the District's vehicles, a 2022 Ford Transit Connect, was involved in a motor vehicle accident at the intersection of Gateway Boulevard and Griffin Drive. As a result of the accident, the vehicle was deemed to be a total loss by our insurance company. This vehicle was in active use by the utility staff for metering and will need to be replaced.

Staff is proposing that the District purchase a 2022 Ram Promaster City from Galeana Dodge. Of the available options, this vehicle fits the utility department's requirements for a metering vehicle. The purchase of this specific vehicle is especially important for the District due to conditions in the wider vehicle market, which have resulted in limited inventory and greatly extended lead times for ordering new vehicles. In addition, Ford, Dodge, and Nissan will all stop either producing or importing compact cargo vans for sale in the United States after this model year which has made it impossible to order this sort of vehicle utilizing the State of Florida Procurement contract for vehicles, or any other cooperative purchasing agreement

Attachments:

1. 2022 Ram Promaster City Quote.pdf
2. Authority Letter - Insurance.pdf

Financial Impact:
$46,909.75 from 301-546305-51302 (Capital Projects – Enterprise Fund; Administrative; Vehicles). These funds will be used to purchase and outfit the vehicle. The funds will be partially obtained from the insurance payout, which came out to $32,645.00, for the 2022 Ford Transit Connect that was totaled. The balance to pay for the replacement and outfitting of the vehicle, totaling $14,264.75, will be transferred from utility reserves. The vehicle will be sold on auction to which funds from the auction sale will be returned back to the District to help offset the replacement vehicle costs.

6. **Alternative Action**:
Do not approve.

7. **Staff Recommendations**:
Approve as requested.

GALEANA Jeep

14375 S Tamiami Trail • FORT MYERS, FL 33912

Date 03/28/2023

Salesperson Doss Jenkins

Stock # RC2043

Deal #

E-Mail

Buyer's Name Austin Minoli Cell (239) 770-8145 Home Work

Address County

I (We) hereby order from you subject to all terms and agreements contained herein.

Year	Make	Model or Series	Body Type	Color	Trim
2022	RAM	ProMaster City		Bright White	Base Wagon

Vin #	New Car	Used Car	Demo	Miles
ZFBHRFAB1N6X52311	X			19

	Year	Make	Model	Type	Color	Miles (Actual ☐Y ☐N)
TRADE-IN DESCRIPTION						
	Vin #		Cyl #	Plate #	State	Stk #
2ND TRADE-IN DESCRIPTION	Year	Make	Model	Type	Color	Miles (Actual ☐Y ☐N)
	Vin #		Cyl #	Plate #	State	Stk #

Trade miles are as stated and title is not branded lemon, salvage, or flood damage. All equipment present at appraisal stays in vehicle. **Customer agrees to be responsible for change in trade value due to misrepresentation.**

Dealer added/removed accessories or recommended services.

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

The following installed accessories are non-factory and are not backed or warranted by the manufacturer:

_____ $ _____

_____ $ _____

_____ $ _____

Total Accessories $ _____

Insurance Company Name _____

_____

PRICE	$	42,235.00
ADDED ACCESSORIES TOTAL	$	
CLOSING FEE	$	899.00
TOTAL SALES PRICE	$	43,134.00
TAX	$	
CLOSING FEE	$	
TAG	$	
ELECTRONIC REGISTRATION	$	
License Fee	$	400.00
Battery Fee	$	1.50
Tire Fee	$	5.00
Lemon Law	$	2.00
TOTAL CASH PRICE INCLUDING TAX & TAG	$	43,542.50

TRADE DIFFERENCE 42,235.00

TRADE AMOUNT $ _____

PAYOFF (If estimated, buyer agrees to pay any excess amount) $ _____

TOTAL TRADE EQUITY $ _____

CONTRACT AGREE. $ _____

REBATE $ _____

REBATE $ _____

CASH ON DELIVERY $ _____

Additional notes or conditions.

TOTAL CASH DOWN	$	
BALANCE TO FINANCE	$	43,542.50
DEPOSIT	$	

(1) ATTENTION: "The information you see on the window Buyers Guide form for this vehicle is part of this contract. Information on the window Buyers Guide form overrides any contrary provisions in the contract of sale."

FINAL APPROVAL: CUSTOMER _____ SALES MANAGER _____

GALEANA Jeep

Date: *3/28/2023*
Salesperson: *Doss Jenkins*
Manager: *Ross Rao*

FOR INTERNAL USE ONLY

CUSTOMER *Austin Minoli* Home Phone :

Address : , Work Phone :

E-Mail : Cell Phone : *(239) 770-8145*

VEHICLE

Stock # : *RC2043* New / Used : **New** VIN : *ZFBHRFAB1N6X52311* Mileage: *19*

Vehicle : *2022 RAM ProMaster City* Color : *Bright White*

Type : *Base Wagon* *VMDL51*

Body Size : Style : Weight : *3420* Unit Class :

Market Value Selling Price	45,235.00
Discount	3,000.00
Adjusted Price	42,235.00
Taxable Fees (Estimated)	6.50
Doc Fee	899.00
Non Tax Fees	402.00
Cash Deposit	.00
Balance	43,542.50

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

GATEWAY SERVICES
Community Development District

11922 Fairway Lakes Dr., Suite 1
Fort Myers, FL. 33913

www.gatewaydistrict.org

Flavia Walsh, Chair | Ed Tinkle, Vice Chair | Doug Banks, Supervisor | Bob Geppert, Supervisor | Carole Pankau, Supervisor

March 29, 2023

Mandi Egan, Claim Specialist
PGCS Claims Services
PO Box 616648
Orlando, FL 32861

Unit #, VIN: NM0LS7S26N1532673
Claim #413180

Ms. Egan,

Laura LeRoy, Assistant District Manager, has permission to sign the Title for the vehicle with the last four digits of the vehicle identification number of 2673.

Sincerely,

Chelsea O'Riley
District Manager

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 9.B**

Ameri-Scape of SW Florida, Inc. Year 2 of 3 Contract Renewal w/ Amendment

1. **Requested Motion**: **Meeting Date**: April 6, 2023

Approve the Amended Gateway Landscape Maintenance Contract renewal with Ameri-Scape of SW Florida, Inc. in the not to exceed amount of $539,281.13 and authorize the District Manager to execute contract related documents.

Why the action is necessary:

Exceeds procurement amount of 30k.

What the action accomplishes:

Executive Summary of Changes:

1. Year 2 of 3 Contract Renewal
2. Amendment adds Storm Recovery rates and specifications.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
CONSENT AGENDA ITEMS	Administrative Agenda Items	Randy Paniagua

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5. **Background**:

The Pelican Preserve Exterior Landscape Maintenance contract with Ameri-Scape of SW Florida, Inc. was approved by the Board of Supervisors on March 17, 2022. This is the second renewal out of three. The second year renewal cost remains the same as the first year (see the attached cost breakdown.) The next renewal is the final renewal.

In addition to the renewal, staff amended the contract to include Storm Recovery rates and specifications, which will be billed, strictly if and when the District needs the service, independent of the annual exterior landscape cost.

Attachments:

1. PP Ext Landscape Contract 2022 FINAL - signed - Searchable.pdf
2. Cost break down.pdf
3. FY 2023- Contract Addendum and Renewal-

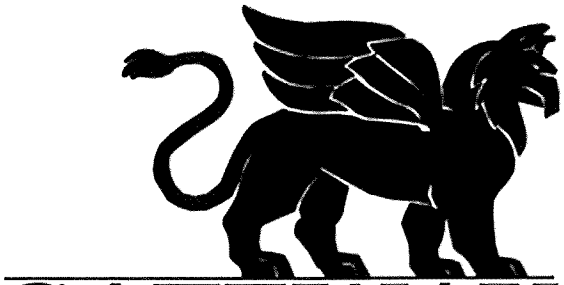
Financial Impact:

$539,281.13 from various Contractual Landscape Maintenance budget lines (Billed Monthly). The second year renewal cost remains the same as the first year.

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:
Approve.



GATEWAY SERVICES
Community Development District

MAINTENANCE OF EXTERIOR LANDSCAPE
PELICAN PRESERVE COMMUNITY

CONTRACT DOCUMENTS

For the Period April 1, 2022, through March 31, 2023

SECTION 1
GENERAL CONDITIONS

1.01A. DEFINITIONS - Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

Addenda – Written or graphic instruments issued by the DISTRICT prior to the submittal date for the bids, which clarify, correct or change the bidding documents or the Contract Documents.

Agreement – The written agreement between DISTRICT and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and a part thereof as provided therein.

Bid – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds – Bid, performance and payment bonds and other instruments of Security.

Contract Documents – The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, if required, the General Conditions, the Supplementary Conditions, the Specifications, the Drawing as the same are more specifically identified in the Agreement, together with all modification issued after the execution of the Agreement.

Contract Price – The monies payable by the DISTRICT to CONTRACTOR under the Contract Documents as stated in the Agreement.

Contract Time – The number of days or the date stated in the Agreement for the completion of any Work.

Contractor – The person, firm, corporation, or other legal entity with whom the DISTRICT has entered into the Agreement.

Defective – An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to recommendation of final payment.

DISTRICT'S Project Agent - The authorized representative of the PELICAN PRESERVE ADVISORY COMMITTEE.

Drawings – graphical depictions, plan views, sectional views and/or related renderings to be used as an aid in displaying the components.

Effective Date of the Agreement – The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Work Order – A written order issued by the DISTRICT which orders minor changes in the Work in accordance with Paragraph 1.16, but which does not involve a change in the Contract Price or the Contract Time.

General Requirements – Section titled Specifications.

Modification – A written amendment of the Agreement signed by both parties or a Work Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award – The written notice by the DISTRICT to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the condition's precedent enumerated therein, within the time specified, the DISTRICT will sign and deliver the agreement.

Notice to Proceed – A written notice given by the DISTRICT or the DISTRICT'S Project Agent to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents. Work shall only proceed as directed by the DISTRICT'S Project Agent.

Owner – GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT (GSCDD or DISTRICT), 134240 Griffin Drive, Fort Myers, Florida, 33913

Project Representative – The authorized DISTRICT'S Project Agent who is assigned to the site or any part thereof.

Work – The Pelican Preserve EXTERIOR LANDSCAPE MAINTENANCE Areas work managed by the DISTRICT'S Project Agent or the various separately identifiable parts thereof required to be performed under the Contract Documents and as described within Section 3. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the operation all as required by the Contract Documents.

1.01B. PRELIMINARY MATTERS

Delivery of Bonds – Since payment will only be made monthly upon completing work for the preceding month, Payment Bond will not be required.

Commencement of Contract Time; Notice to Proceed – The Contract Time will commence to run on the thirtieth day after the effective date of the Agreement, or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the effective date of the Agreement.

Starting the Project – CONTRACTOR shall start to perform work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Work – CONTRACTOR shall promptly report in writing to the DISTRICT'S Project Agent any conflict, error or discrepancy that CONTRACTOR may discover. Before any Work at the site is started, CONTRACTOR shall deliver to the DISTRICT certificates (and other evidence of insurance requested by the DISTRICT) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 1.18.

1.02 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS – The Agreement shall be signed in duplicate by the DISTRICT and the Contractor. Insurance requirements, endorsements, certificates, as required are to be provided at the time that the Contract/Agreement is signed. Customary practice does not involve signatures of either party on the separate or supplementary components of the Contract Documents.
The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation, materials, supplies and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which when so applied, have well known technical or trade meaning shall be held to refer to such recognized standards.

1.03 ORDER OF COMPLETION - The Contractor shall submit to the DISTRICT and the DISTRICT'S Project Agent prior to the start of any work after receipt of a Notice to Proceed or Work Order, schedules which show the nature and order in which the Contractor proposes to carry out the Work with dates at which the Contractor will start the several parts of the Work and estimated dates of completion of the several parts. The DISTRICT'S Project Agent may order the schedule and nature of the work described therein to be modified or amended as necessary in the determination of the DISTRICT or the DISTRICT'S Project Agent.

1.04 CONTRACTOR UNDERSTANDS - It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the Pelican Preserve EXTERIOR LANDSCAPE MAINTENANCE Areas, confirmation of the field conditions, the character and condition(s) of the Pelican Preserve EXTERIOR LANDSCAPE MAINTENANCE and associated facilities and the equipment and facilities needed by CONTRACTOR preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the DISTRICT or the DISTRICT'S Project Agent, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

1.05 MATERIALS, APPLICATIONS, EMPLOYEES, SUBCONTRACTORS - Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, fuel, transportation, supplies and other facilities necessary for the execution and completion of the Work.
If the Contractor proposes that any of the work will be performed by subcontractors or other vendors under direct contract with Contractor, the Contractor shall list such proposed subcontractors and third parties in the bid proposal as the DISTRICT'S prior written approval, as outlined herein, needs to be provided for any subcontractors or other vendors. The Contractor shall at all times enforce strict discipline and good order among his employees and subcontractors and shall not employ on the Work for the DISTRICT any unfit person or anyone not fully skilled in the work assigned to him.

1.06 ROYALTIES AND PATENTS - The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the DISTRICT and the DISTRICT'S Project Agent harmless from loss on account thereof.

1.07 SURVEYS, PERMITS AND REGULATIONS – Upon written request, at actual cost, the DISTRICT will furnish the Contractor with a copy of applicable surveys in the DISTRICT'S possession. Permits and licenses necessary for the execution of the Work shall be secured and paid for by the Contractor.

The Contractor shall give all required notices and comply with all permits, development orders, governmental approvals, laws, ordinances, rules and regulations that have a bearing on the conduct of the Work as drawn and specified.

1.08 SAFETY AND PROTECTION: EMERGENCIES - The Contractor and all of its approved subcontractors shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to; all personnel engaged in any work and other persons and properties that may be affected thereby, all the Work and all material or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

The Contractor shall comply with all applicable safety laws and codes of federal, state, municipal and other government bodies governing the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for their safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners of adjacent lands and/or structures. All damage, injury or loss to any such property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be fully remedied by the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the DISTRICT'S Project Agent, is obligated to act, at its discretion, to prevent threatened damage, injury or significant changes to persons or to the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional work done by him/her in an emergency, which arose from causes beyond his/her control, entitles him/her to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim thereof.

1.09 SUPERINTENDENT: SUPERVISION. The Contractor shall keep a competent superintendent and any necessary assistants on the Work during its progress, all satisfactory to the DISTRICT. The superintendent shall not be changed except with the consent of the DISTRICT unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in Contractor's employ. The Contractor will immediately notify the DISTRICT'S Project Agent upon terminating employees.

1.10 DEDUCTIONS FOR UNCORRECTED WORK: CORRECTION OF WORK BEFORE PAYMENTS. The Contractor shall promptly correct any defaults as noticed by the DISTRICT or the DISTRICT'S Project Agent and correct all work condemned by the DISTRICT or the DISTRICT'S Project Agent as failing to conform to the contract and shall promptly re-execute his own work in accordance with the contract and without expense to the DISTRICT. If the DISTRICT or the DISTRICT'S Project Agent deems it necessary or expedient a cure or correct a default, perform, or correct work not performed in accordance with the contract, a deduction from any payment otherwise properly due the Contractor will be made by the DISTRICT.

If the Contractor does not cure such defaults or correct such work within the time as fixed by written notice from the DISTRICT or the DISTRICT'S Project Agent to the satisfaction of the DISTRICT within 7 calendar days of written notice of said default, a $100.00 per week penalty will be deducted from the next monthly invoice, until said default is corrected. Or the DISTRICT may correct the defective work at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten calendar days

thereafter, the DISTRICT may, in addition to any other remedies it possesses to recover from the Contractor said monies so expended, deduct an amount equal to the cost and expenses associated with the correction by the DISTRICT from any payment otherwise properly due the Contractor.

1.11 SUSPENSION OF WORK. The DISTRICT or the DISTRICT'S Project Agent may at any time suspend the Work or any part thereof by giving five calendar days' notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten calendar days after the date fixed in a written notice to resume work from the DISTRICT or the DISTRICT'S Project Agent to the Contractor.

1.12 THE DISTRICT'S RIGHT TO TERMINATE CONTRACT. The DISTRICT may terminate this Contract upon ten (10) calendar days written notice, at any time prior to the expiration of any term of this Contract, initial and renewal, with or without cause.

In addition to any other right of termination possessed by the DISTRICT, the DISTRICT has the right and ability to unilaterally terminate the Contract upon ten (10) calendar days written notice if the Contractor:

1. Is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes.
2. Has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
3. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
4. Has been engaged in business operations in Cuba or Syria.

The written notice may be transmitted to the Contractor by email, facsimile transmittal, Certified Mail or hand delivery. The 10-day notice shall commence on the day of receipt of said written notice by Contractor.

1.13 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT. If the work should be stopped under an order of any court, or other applicable public authority for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may upon 14 calendar days' written notice to the DISTRICT and the DISTRICT'S Project Agent stop work or terminate this contract and recover from the DISTRICT payment for all work properly, fully and competently executed.

1.14 REMOVAL OF EQUIPMENT. Upon termination of this contract for any cause whatever, the Contractor, if notified to do so by the DISTRICT or the DISTRICT'S Project Agent, shall promptly remove any part or all of his equipment and supplies from the property of the DISTRICT or the DISTRICT'S Project Agent and the areas of the work, failing which the DISTRICT or the DISTRICT'S Project Agent will have the right to remove such equipment and supplies at the expense of the Contractor, and the DISTRICT or the DISTRICT'S Project Agent shall have the right to store or dispose of such equipment and supplies at the Contractor's expense. Neither the DISTRICT nor the DISTRICT'S Project Agent shall incur any liability to the Contractor for loss or damage to the supplies and equipment so removed, stored or disposed of.

1.15 OTHER DEFAULTS. The DISTRICT may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment application to such an extent as may be necessary to protect the DISTRICT from loss on account of:

A. Defective work not remedied or work not performed.

B. Claims filed or reasonable evidence indicating probable filing of claims associated with the work performed under this contract by the Contractor or its agents.
C. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
D. Damage to property by Contractor or its agents.
E. Damage to another contractor by Contractor or its agents.
F. Failure to maintain adequate progress.

When the above grounds for withholding payment have been corrected (A-F) payment will be made for amounts withheld because of them, unless the DISTRICT has incurred expense or damages, in which case all expenses incurred by the DISTRICT as herein provided, and the damage incurred through the Contractor's default, will be deducted by the DISTRICT from any sums that would otherwise properly be due to the Contractor.

1.16 CHANGES IN THE WORK. The DISTRICT, without invalidating the contract, may order extra Work or make changes in writing by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such Work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby may be adjusted in the discretion of the DISTRICT at the time of ordering such change.
The value of any such extra Work or change will be determined in one or more of the following ways, in the discretion of the DISTRICT:

A. By estimate and acceptance in a lump sum.
B. By unit prices named in the contract or if no applicable unit prices, as subsequently agreed upon.
C. By cost and percentage or by cost and a fixed fee.

The contractor, once in receipt of an order as above, shall proceed with the work and thereafter shall keep and present a correct account of the net cost of labor and materials, together with vouchers in such form as the DISTRICT may direct, and certify same as being true and accurate. The DISTRICT or the DISTRICT'S Project Agent will review the submitted amount and certification, including reasonable allowances for overhead and profit. Pending final determination of value, payments on changes will be made.

1.17 CLAIMS FOR EXTRA COST. If the Contractor claims that any instructions by drawings or otherwise vary from the terms of this contract and involve extra cost under this contract, the Contractor shall give the DISTRICT and the DISTRICT'S Project Agent written notice thereof within ten (10) calendar days after the receipt of such instructions, except in an emergency endangering life or property, and the procedure shall then be as provided in Section 1.16 "change in the Work: Claims will not be processed unless filed in writing before any work is commenced."

1.18 INSURANCE. Contractor shall provide and maintain during the life of this Agreement, "Worker's Compensation Insurance" for all of its employees performing the Work and in case Work under this Agreement is sublet, the Contractor shall require any subcontractor similarly to provide "Worker's Compensation Insurance" for all of its employees unless said subcontractor employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work performed under this Agreement are not protected under the "Worker's Compensation" Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of its employees not otherwise protected. Contractor shall provide and maintain

during the life of this Agreement, insurance that will protect the DISTRICT and the DISTRICT'S Project Agent, the Contractor and any Subcontractor performing the Work under the Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Work performed, whether such operations be by the Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them. The Contractor shall also provide and maintain during the life of this Agreement insurance that will indemnify and hold harmless the DISTRICT and the DISTRICT'S Project Agent, and their agents, officers, Supervisors, Directors, and employees from and against all claims, costs, losses, damages and expenses, including but not limited to, attorney's fees and damages arising out of or resulting from performance of Work performed under this Agreement injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property , including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of the Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them 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.

Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

A. Commercial General Liability "occurrence" coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $3,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and $100,000 fire legal liability. Commercial Automobile Liability coverage in the minimum amount of $1,000,000
B. CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. $1,000,000.00 Combined Single Limit Each Occurrence; $3,000,000.00 annual aggregate. Also, to include insured/Underinsured Motorists coverage in the minimum amount of $100,000 when there are owned vehicles.
C. Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of $1,000,000.
D. DISTRICT and the DISTRICT'S Project Agent will be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Contractor to meet requirements of this Contract.
E. Contractor agrees to waive all rights of subrogation against the DISTRICT and the DISTRICT'S Project Agent, their agents, departments, officers, employees and volunteers, for losses arising from work performed by Contractor under the terms of this Contract.
F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after 30 days' written notice has been given to the DISTRICT and the DISTRICT'S Project Agent, and only if substitute equivalent coverage in compliance with this Contract and to the satisfaction of the DISTRICT, is provided.
G. The DISTRICT and the DISTRICT'S Project Agent, their agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured on all policies required under this Contract (except Workers' compensation).

All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein. Insurance provided by out-of-state re-insurers shall not be acceptable.

At the time of execution of this Agreement, the Contractor will file with the District Manager certificates of such insurance and endorsements naming the DISTRICT and the DISTRICT'S Project Agent as additional insureds as required herein, that are acceptable to the DISTRICT and District Manager. The insurance coverage afforded under these policies shall be primary and not create any contribution obligations to any insurance carried independently by the DISTRICT and the DISTRICT'S Project Agent. Such amendatory riders or endorsements shall indicate, concerning the DISTRICT and the DISTRICT'S Project Agent, that there shall be severability of interests under such insurance policies for all coverage's provided under such insurance policies

With regards to all policies required by the Contract: (i) each policy shall contain provisions whereby the insurance carrier will provide not less than thirty (30) days' written notice to the DISTRICT and the DISTRICT'S Project Agent in the event of a material change or cancellation of coverage as required under this Agreement (or, ten (10) days in the event of nonpayment of a premium); (ii) the respective policies required hereunder shall be placed with insurance companies rated at least A-VII or better or an equivalent rating by a recognized rating agency authorized to do business in Florida; (iii) the Contractor shall submit to the DISTRICT and the DISTRICT'S Project Agent upon execution of the Agreement current valid certificates of insurance (on Acord Form 25 or equivalent) and endorsements evidencing term and the effectiveness of the required insurance policies and evidence that DISTRICT is a named additional insured.
With reference to chapter 72-52, Laws of Florida 1972, the specific considerations for the Contractor's promises as contained in this Article are:

A. One dollar ($1.00) in hand paid by the DISTRICT, to the Contractor, receipt whereof is hereby acknowledged and adequacy of which the Contractor accepts as completely fulfilling the obligations of the DISTRICT, under Chapter 72-52, Laws of Florida 1972 and;
B. The entry of the DISTRICT and the Contractor into the Contract because, but for the Contractor's promises as contained in this Article, the DISTRICT would not have entered into the contract with the Contractor.

1.19 RELEASES AND AFFIDAVITS OF PAYMENT. The DISTRICT and the DISTRICT'S Project Agent shall have the right to demand and receive from the Contractor before receipt of any payment, detailed proper invoices and statements showing payment in full for all labor, services and materials up to the date of the requested payment.

1.20 NO ASSIGNMENT WITHOUT THE DISTRICT'S CONSENT. The Contractor shall not assign the contract or sublet it as a whole without the prior written consent of the DISTRICT, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the DISTRICT, which may be withheld in the sole and absolute discretion of the DISTRICT. Any attempt by the Contractor to assign this contract or any of the monies which may become payable hereunder, in whole or part, without the written consent of the DISTRICT, shall be ineffective and shall vest no rights in the assignee. The sale or transfer of more than forty-nine percent (49%) ownership or control of Contractor shall be considered an assignment requiring the DISTRICT'S prior written approval.

1.21 SEPARATE CONTRACTS. The DISTRICT reserves the right to let other contracts in connection with this work or any part(s) thereof. If any part of the Contractor's work depends, for proper execution or results upon the work of any other contractor, other than a subcontractor of the Contractor, the Contractor shall inspect and promptly report to the DISTRICT any unsuitable or improper work.

1.22 SUBCONTRACTS. The Contractor shall, upon signing of the contract, notify the DISTRICT and the DISTRICT'S Project Agent in writing of the names of subcontractors proposed for the Work and shall not employ subcontractors, unless they are accepted by the DISTRICT.

The Contractor agrees that it is fully responsible to the DISTRICT for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractors and the DISTRICT.

1.23 VISITS AS TO PROJECT STATUS DURING WORK. The DISTRICT and the DISTRICT'S Project Agent may make regular visits to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract document. The DISTRICT and the DISTRICT'S Project Agent will not be required to make exhaustive or continuous on-site inspections to check the work, nor will be responsible for the techniques or sequence of activity, or the safety precautions incident thereto. The DISTRICT and the DISTRICT'S Project Agent will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents. Whenever the DISTRICT'S Project Agent considers it necessary or advisable to insure the proper execution of the intent of the Contract Documents, the DISTRICT'S Project Agent shall have the authority to require the Contractor to stop the work, but this authority shall not give rise to any duty or responsibility of the DISTRICT or the DISTRICT'S Project Agent to the Contractor, the subcontractors or any of their agents or employees.

1.24 CLEANING UP. The Contractor shall keep all premises involving the Work free from accumulations of waste materials, rubbish and other debris resulting from its operations, and shall promptly remove from all public and private property at its own expense, all temporary structures, rubbish and waste materials resulting from its operations.

SECTION 2
DETAILED SPECIFICATIONS
PELICAN PRESERVE EXTERIOR LANDSCAPE and IRRIGATION MAINTENANCE

2.1 GENERAL - The specifications are services for landscape and irrigation maintenance on a weekly, monthly, quarterly basis. Or a minimum of forty-two (42) service events, or as directed/requested by the designated District representative, to include, but not limited to, mowing, weeding, edging, trimming, pruning, right of way (ROW) mowing and edging, street cleaning (horticulture debris and or trash), median weeding, right-of-way (ROW) weeding, general site trimming, trash removal, blowing, irrigation checks and repairs, street sweeping, herbicide, pesticide, mulching, fertilization, tree pruning, and incidental services. The specifications listed below shall be practiced in accordance with BMP (Best Management Practices) for Florida Green Industries.

Fire ant mounds in the turf shall be spot treated within 48 hours of being reported. The reporting of fire ant activity in community parks and recreational areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

Dead plant material shall be removed and disposed of by the contractor, this does not include large trees which would necessitate the services of an arborist. The contractor shall contact the DISTRICT'S Project Agent in writing (on the weekly report) of any plant removals and of plants that need to be replaced, specific locations must be included in the report.

Contractor shall remove all nuisance and or exotic volunteer trees or shrubs from hedges and landscape beds at each pruning.

Contractor shall be responsible for the removal and proper disposal of any dead animal carcasses, up to fifty (50) pounds, when the contractor is on-site, or within 24 hours of being reported if contractor is not on-site.

Mowing and Edging

Prior to mowing, Contractor shall be responsible in the removal and disposing of all trash and debris which includes, but not limited to, palm fronds, horticultural and non-horticultural debris, leaves, rocks, paper, tree branches and limbs, shrubbery, and other objects on the ground in the service area to include the right-of-way. The number of mowing services (42) may be modified by the District's Project Manager or designee depending upon seasonal conditions.

Mowing and edging shall include medians, ROW's and all areas described in Landscape Maintenance Areas section. Contractor shall ensure all trash and debris is disposed of the same day and areas with pavement and curbing shall be clear of all grass clippings from mowing.

Right-of-way (ROW) mowing and/or weed control is required from back of curb, sidewalk, or asphalt to the right-of-way line, or as described in the maintenance areas defined.

Swale areas must be mowed throughout the entire year. If mowing is not possible and the swales have standing water, the swales must be addressed at every service to reduce the height of the vegetation to a maximum of twelve inches (12") above the water with string trimmer if necessary.

All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. Closed deck on the mulching mowers must always be kept on the equipment to reduce the risk of objects and clippings being thrown onto pavement, vehicles, and pedestrians. Should bagging be necessary, the bagged clippings shall be collected and disposed of offsite at no additional cost to the District.

Grass shall be cut at a height no less than three- and one-half inches (3 ½"). The height of the grass blade shall not exceed six inches (6"). At no time should more than one third (1/3) of the grass blade be removed.

The Contractor shall use or alternate mowing practices, patterns, or equipment within narrow turf areas so not to create wheel ruts or worn areas in the turf. Areas of turf that become water soaked during the period of this Contract shall be mowed with twenty-one-inch (21" +/) diameter hand walk behind type mowers to prevent wheel ruts in the turf caused by heavier type self-propelled rider mowers. The Contractor shall be responsible for repairing any ruts caused by their mowers at no additional costs to the District. The Edging is required in all turf areas around isolated trees, sprinkler heads, valve boxes, shrubs, signposts, manholes, etc. All debris on streets, sidewalks, or other areas, resulting from edging, shall be removed. Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all plant beds, utility service boxes, streetlight bases, signposts, headwalls, guardrails, timer pedestals, posts, and trees.

Metal blade edging is not permitted along plant bed and turf edges where an underground irrigation system is present. Mechanical metal blade edging is permitted along back of curbing. Grass root runners extending into the mulched areas, sidewalks or curbs shall be cut and removed when the edging is performed.

Swales and dry retention areas must be mowed and/or weed trimmed. A full singular mowing service shall include trash removal, mowing, edging, and clean up or blowing of the entire project.

Medians full mowing service shall include median mowing and edging and median trash removal for the entire site.

Side of the road, a full mowing service shall include side of the roadway mowing and edging, all swale areas, and right-of-way trash removal.

Trash Removal

Prior to mowing turf areas, the Contractor shall remove all debris and trash from service site. Median, street, and right-of-way trash removal for each service for all site areas shall be cleaned by removing all trash or debris which shall include, but not limited to the following: paper, bottles, cans, other trash, and horticultural debris. Disposing of trash and debris must be at a proper landfill or disposal site.

Debris Cleanup

Sidewalks, curbing, and gutters to include the four-foot (4') area from the face of the gutters and curbs, turn lanes, medians, and sidewalk areas shall be cleaned the same day as the mowing service to remove any accumulation of debris or objectionable growth to maintain a neat and safe condition. No grass or any landscape debris shall be directed into or onto any storm drain or curb inlet. All landscape debris shall be cleared from all storm drain grates and inlets and never allowed to accumulate.

Sidewalks shall be blown clean. Grass clippings or other debris shall not be blown onto other adjacent property or accumulate on right-of-way areas, paved areas, traffic, or roadways.

Weeding

Weeding of plant beds, sidewalks (asphalt, concrete paver), guardrail bases, tree grates, curb joints and other mulched areas by chemical and/or hand removal and must be performed weekly or as necessary to provide a weed free and well-maintained area. All weed growth six inches (6") in height or more shall be pulled.

General Site Trimming

General site pruning shall be defined as the pruning of any plant's foliage. Shrub pruning should be done consistently throughout each median for all shrub types that require pruning so that landscape gives the appearance of continuity throughout that median and the entire project.

Shrubs within the turn lanes are to be cut at eighteen inches (18") and to be maintained to twenty-four inches (24") for sight visibility per FDOT Indexes. Groundcovers, shrubs, canopy trees (except magnolias) and palms up to a ten foot (10') height, shall be inspected and pruned on a weekly or an as needed basis, so as to maintain the proper or required heights for visibility, vehicular movement purposes and desired shape or form as determined by the District's Project Manager/designee or the Owner's Representative. Pruning includes groundcover, shrubs, and trees within the sight window and at all turn lanes they must be pruned to a height of eighteen inches (18") by October 1st of each year and prior to cooler temperatures to ensure blooming plants are at the proper elevation during the heavy traffic season.

Groundcovers and shrubs shall be maintained at the required height as specified by the District's Project Manager or designee.

Plant material including trees, with a canopy over pathways or sidewalks shall be maintained at a minimum height of ten feet (10').

Bougainvillea and Green Island Ficus in medians are to be maintained to at a maximum height of twenty-four inches (24") throughout the year. The removal of sprouts or leaders for Bougainvillea is only considered pruning if the heights of the Bougainvillea are maintained to twenty-four inches (24") and not at a greater height. Selective hand pruning shall be performed between general pruning or cutbacks to maintain line of sight and uniformity.

Ornamental grasses, such as Fountain, Muhly grass, Florida Gama, or Fakahatchee grass shall be pruned once a year at its base to remove any old growth. Grasses shall only be pruned after the blooming season. The grasses shall not be cut in a flat top method.

Ornamental grass such as Liriope Muscari shall only be pruned at the direction and approval of the District's Project Manager/designee or Owner's Representative.

Old leaf growth and dead flowering growth is to be removed on the Variegated Ginger and all other similar plants.

Shrubs and groundcovers adjacent to pathways or sidewalks shall be pruned to maintain a clear and open pathway and a minimum space of 6" between the walkway or sidewalk. It is recommended that adjacent shrubs and groundcovers be maintained so that they are angled or are rounded away from the pathway. Shrubs and plant material shall not be allowed to grow over the curbing, into the roadways, walkways, or multiuse paths. Palmetto within the finished landscape shall be trimmed two times a year, in early spring and fall, unless requested otherwise.

Contractor shall be responsible for the pruning of all tree branches up to a four-inch diameter, up to a height of 15 feet, to keep them off of the walls, roofs, building, gutters and roadways.

All signs and sight lighting shall be kept clear of tree branches at all times. All moss hanging from trees shall be removed up to a height of 15 feet, as part or regular maintenance procedures. Branches shall be pruned just outside the branch collar· and pruning paint shall not be applied.

Contractor shall remove all branches from the property. All sucker growth and water sprouts shall be removed from the trees on a regular basis.

Miscellaneous and Landscape Maintenance Responsibilities

If plants, shrubs, trees, grass, or foliage die due to neglect or damage by the Contractor as determined by the District's Project Manager/designee or Owner's Representative, they shall be furnished and replaced at the Contractor's expense.

The Contractor shall provide ramps or other devices to gain access over the curb to all medians. The curb or turf areas shall not be damaged due to gaining access or they will be replaced at the Contractor's expense.

All valve, irrigation control, meters and electrical underground boxes shall be free from turf, soil mulch or any covering. All underground boxes shall be visible at all times.

It shall be the Contractor's responsibility to notify the District's Project Manager or designee of any maintenance problems or additional maintenance needs.

The Contractor shall perform IPM inspections on all plants, shrubs, trees and grass areas for disease or insect infestation during each week's service to the site. The Contractor shall immediately notify the District's Project Manager or designee should a disease or infestation be found.

The Contractor shall have a singular point of contact with cellular phone and e-mail for on-site and offsite communication in order to communicate with the District's Project Manager or designee. The Field Supervisor must be able to meet on-site when requested and must be able to answer any questions regarding the landscape maintenance for the specifications herein. If the Field Supervisor is unavailable there must be a secondary person who can be available to answer questions and/or make decisions.

The Contractor shall be responsible for emptying the trashcans and replacing the trash can liners twice a week in all common areas as assigned.

Contractor shall be responsible for debris cleanup from typical weather conditions.

All of the Contractor's personnel shall be fully uniformed with identifiable company name and/or logo, while they perform work at the job site. The site crew chief shall be uniformed differently in order to easily identify

Crew Size

When required, Contractor shall provide a minimum of six (6) employees when servicing the work site. Depending upon the work requested the crew size may increase or decrease. All work shall be completed within one (1) visit, and if required, a consecutive day visit may follow. The purpose for this statement is to have the entire segments under this contract completed at the same time.

Crew

Contractor shall have crew size that is able to meet or exceed the requirements listed in the specifications with the following:

A. Crew Leader must be able provide instruction and supervision to crew members in, but not limited to the following: safety procedures, proper pruning methods, equipment operation and maintenance, electrical hazards, plant and tree identification and Green Industries Best Management Practices (GIBMP).
B. Crew Leader shall maintain a good working relationship with the District and the District's Project Agent and provide the required documentation (e.g., Division's internal work orders, and contractor's records of completed work for billing purposes) while maintaining high standards of quality workmanship and professionalism.

The Contractor's Project Manager or designee shall respond to a telephone or emergency email within twenty-four (24) hours.

A. If a Contractor's designated point of contact does not answer an emergency call, the contractor will be reprimanded
B. If a contractor does not respond to three (3) emergency calls within a 12-month period, they will be deemed non-responsive, and the contract may be terminated if the District deems it necessary.
C. Any exceptions will require approval from the District.

Ornamental & Turf Spraying Methods of Application

A. All required application placards shall be in place as designated on the applied product label.
B. One hundred percent (100%) coverage and penetration shall be provided.
C. Insecticides and Fungicides shall be applied at the proper pressure to provide maximum coverage.
D. Insecticides should be alternated from time to time to prevent an insect resistance to the application.
E. Herbicides used in turf areas shall be applied at the proper pressure.

F. Turf herbicides shall not be applied when the daily temperature exceeds eighty-five degrees (85°), or as directed by the product label.
G. Spreader sticker (Nu-Film 17 or equal) shall be incorporated in all spraying of Groundcovers, Shrubs, Trees, Palms, and Turf Areas when recommended by the label.
H. Spray applications shall be applied during times of "No-Wind" conditions.
I. No trucks or tractors with bar type tires or a gross weight greater than three thousand (3,000) pounds will be allowed within or on the median areas.
J. At time of application, provide and place, traffic control meeting Florida Department of Transportation, M.U.T.C.D and Indexes and the MOT.
K. All spray applications shall contain a wetting agent within the mix when recommended by the Label or District's Project Manager or designee.
L. The pH of water used in mix must be adjusted to meet pesticides manufacture Recommendation and water pH and method must be documented and provided to District's Project Manager or designee.

Materials List

All insecticides, fungicides, and herbicides chemicals to be used on turf areas and on plant materials shall be submitted in writing to the District's Project Manager or designee for review and approval after the award. All chemicals used shall be approved for use by the Environmental Protection Agency for its intended use and area of use. (Chemical application plan shall be developed, and the DISTRICT'S Project Agent will review the chemical application plan, making necessary recommendations where appropriate.)

Application of Granular Fertilizers

A. All turf fertilizer applications shall be granular products, all fertilizer material shall be furnished by the Contractor. Fertilizer applications shall be based on the results of two-yearly pH tests, test locations will be randomly selected and provided by the District's Project Agent. Written results shall be provided to the "DISTRICT" and designated District's Project Agent. All applications of fertilizer must be scheduled in advance in order to coordinate with the maintaining contractor to ensure that turf is mowed prior to fertilization and not after or during a mowing operation.
B. Palm Trees - 2-3 times a year (based on fertilizer label recommendations) with a long term/extended-release granular fertilizer (mixture specially formulated for palm trees) to be spread on the ground 1 foot (1') from the trunk to the tree drip line. Root drenching or injection treatments are to be applied only if a tree is distressed or diseased, applications in this case must be specific for the disease being treated. Notice of root drenching treatment must be provided to the District or District's Project Agent.
C. Shrubs, groundcovers, and all other plant material fertilizer applications shall be evenly broadcast throughout the bed. The excessive fertilizer on plants shall be blown or fan raked off. For the slow or controlled release fertilizer, the fertilization shall be performed two times a year in the months of March and October when using the six-month application rate. The applications shall be made before or after the rainy season.
D. All fertilizers shall be removed from curbs and sidewalk areas immediately to avoid staining.
E. Fertilizers containing Nitrogen or Phosphorus shall not be applied from June 1st through September 30th per Lee County Ordinance 08-08. All fertilizer applications shall be made following the afore stated County Ordinance.

Post Award Submittals

The awarded Contractors shall provide at contract execution an overall written document outlining their pest and spray program that shall incorporate ant and rodent control and shall meet or exceed the following minimum standards:

A. Provide an initial plan that describes the Contractor's procedures, methods, and techniques that will enhance the environment and address the pest and spray program for the specific plants, shrubs, and grasses within the project limits.
B. Upon reviewing all plant material including trees and palms the contractor shall be required to recommend their plan to remove any detrimental pest from the landscape or eliminate fungus.
C. The Contractor shall provide maximum protection for the health, safety, and welfare of the public and the environment in their plan development.
D. Include a listing of all chemicals recommended for use on the plants within the project limit.
E. The Contractor's license holder shall make on-site inspections and provide written reports to the District's Project Manager or designee at each spray occurrence.
F. Records must be kept of all applications.

Chemical Records Documentation

Records of all applications shall be kept according to state or federal regulations. According to the Department of Environmental Protection, the Records may include, but are not limited to, the following information

A. Application date and time
B. Applicator's name
C. Personnel that are directing or authorizing the application
D. Application weather conditions at the time of application
E. Target pest
F. Chemical used (trade name, active ingredient, amount of formulation, amount of water)
G. Adjuvant/surfactant and amount applied, if used
H. Area treated (acres or square feet) and location
I. Quantity of pesticide used
J. Application equipment
K. Any Additional remarks, such as the severity of the infestation or life stage of the pest
L. Follow-up date to check the effectiveness of the application.
M. Safety Data Sheets

Work Area Preparation/Inspection

When preparing the work area, the Contractor must protect groundcover and any landscape material within the work area. If plants, shrubs, trees, grass, or foliage die due to neglect or damage by the Contractor, Contractor's employees, or Subcontractor as determined by the District's Project Manager or designee the damaged plants, shrubs, trees and or grass shall be furnished and replaced at the Contractor's expense. The Contractor shall remove all trimmed and fallen debris the day of service and not stockpile debris in planting beds.

If required by the District's Project Manager, Contractor's Weekly Work

Contractor shall email a weekly work schedule to the District's Project Manager or designee on each Friday morning no later than 7:00 a.m. The schedule shall indicate the service locations and date/times.

Please note: Any changes to the work schedule shall be made in writing twenty-four (24) hours in advance of the next workday or no later than 7:00 a.m. of the workday and emailed to the District's Project Manager or designee.

Meetings
On a requested basis the pest control licensee must meet with District's Project Manager or designee to review Integrated Pest Control program and inspect sites as applicable. The DISTRICT or the DISTRICT'S Project Agent will review the recommendations.

Weekly Schedules
The District's Project Manager or designee will need to be provided weekly schedules for Field application, no later than Friday prior to the following service week (e.g., submit schedule on Wednesday or Friday for the following Monday service). Must be notified in advance, in writing, and be provided a schedule of where the contractor will be, so that an Inspector can be on-site. When it becomes necessary for the Contractor to return for additional spraying as directed by the District's Project Manager or designee, or designated representative, due to non-performance of a required application, such additional spraying shall be performed at no cost to the District.

Safety
Contractor and personnel shall adhere, at a minimum, to ANSI (American National Standards Institute) Z133 Safety Standard for arborists and their employees engaged in horticultural operations for safety requirements to include but not limited to general safety, electrical hazard, use of vehicles and mobile equipment, portable hand tools, hand tools and ladders, and work procedures. Contractor shall ensure equipment is OSHA approved and employees have been trained to perform services per OSHA guidelines.

Repairs/Damages
Contractor shall be responsible in promptly repairing damages caused by Contractor's employees and subcontractors. All expense incurred shall be the Contractor's responsibility.

Quality of Plant Materials
All plant material shall be Florida Grades & Standards #1 or better.

Turf Origin and Quality
All turf supplied shall be "Nursery Grown" or "Field Grown" for the purposes of sodding and shall be a "Premium Grade Sod" as specified below. The sod shall be cut, delivered and/or laid in accordance with the following specifications or the most current and accepted Horticultural Industry's Standards and Practices, whichever is more restrictive. The Contractor acknowledges that acceptance of any sod at any time of a grade other than the Premium Grade specified in this Contract shall not establish a lesser standard or relieve the Contractor of providing the Premium Grade sod as specified for the duration of the Contract period.

Premium Sod

A. Sand Grown: Turf grown on 90% natural sand.
B. Muck Grown: Turf grown on soil containing 50% or greater amounts of organic materials by volume.
C. Each sod pad shall be insect and disease free, be vigorous and have healthy green color in appearance. The top growth (grass blades or foliage) shall have no more than ten percent (10%) chlorosis within the top growth and contain no thatch or dead vegetation layer within each pad. Sod shall be weed free, but in no case shall the weeds exceed two percent (2%) of the total sod pad.

D. Pad Size: Individual sod pads shall be cut to industry standard widths and lengths with a deviation no greater than +/- five percent (5%). Broken or uneven ended pads will not be accepted.
E. Pad Thickness: Thickness of the cut sod shall be to the industry's standard, but in no case shall the thickness of the soil be less than one inch (1") in depth for St. Augustine and Bahia grasses.
F. Strength of Pad: Standard size pads shall be mature, well rooted and contain a soil layer thick enough to provide a strength that will support the pad's weight and maintain its size and shape when the pad is suspended vertically by hand on the upper ten percent (10%) of the pad section without tearing apart.
G. Moisture Content: The sod soil shall contain enough moisture so that the soil is not excessively dry or wet. In no case will the sod be accepted if the soil layer becomes hardened, or loose so that it will not hold its shape, and/or if it is hydrophobic in nature.

Mulching

A. Organic Mulch: Areas with no mulch or new planting areas shall have mulch placed to provide for a four inch (4") non-compacted or unsettled depth measured from the existing soil grade. The area to receive the mulch shall be raked level to establish the proper finished grade and have all weeds removed prior to the placement of the mulch. Or as directed by the DISTRICT'S Project Agent.
B. Non-Organic Mulch: Landscape areas to receive non-organic mulch such as washed shell or gravel shall have the mulch placed to a three inch (3") non-compacted depth. Re-mulching or top dressing of non- organic mulch areas shall be performed to ensure a three-inch (3") depth is maintained.
C. Re-mulching of plant beds and individual plant mulch rings shall have a two inch (2") non-compacted layer of mulch applied once a year during the months of September and October (application to be finished by November 1st). Mulch distribution within a tree or palm area shall begin six inches away from the trunk of the tree or palm. Mulch shall not be piled against any plant branches or trunks. Prior to the re-mulching, the Contractor shall turn and mix all the existing mulch in all medians and right-of-way areas or as directed by the DISTRICT'S Project Agent.

Plant Material Replacement Incidentals

A. Plant material replacements quoted unit price shall include in the unit price:
B. Provide Florida Grades and Standards #1 plant material, delivery, and labor to install.
C. Disposal of existing material and debris
D. Staking if needed to include labor, material, maintenance of the staking and removal after one year.
E. Installation of 2 bubblers for trees and palms
F. Modification of existing irrigation and adjustments for 100% coverage
G. Hand watering or water truck when irrigation is not functional or if it does not exist.
H. Hand watering at planting for stabilization
I. Labor to install 2" of replacement mulch
J. Provide one-year warranty on all materials
K. Includes all dumping fees
L. Maintenance of Traffic
M. Written notification of the controller and zone number and recommended watering schedule through establishment.

Seasonal Color/Perennial Maintenance

A. Seasonal Color shall be rotated 3 times per calendar year, March, July, and November.
B. Contractor shall be responsible for measuring and confirming the quantities for each rotation for all existing pots and annual bed areas based on plant spacing as specified. Contractor shall also be responsible for planting the specified size of plant material designated by District or The DISTRICTS designated Representative. Beds shall be prepared to Owner's specification.
C. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. The DISTRICT'S Project Agent shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by report.
D. Beds shall be tilled to a depth of 14 inches with all amendments thoroughly mixed. Fertilizers should be raked into the top six (6) inches or soil mix. PH adjustment should be made during each seasonal rotation. Bed areas shall be formed to create a moderate crown which "faces up" toward the direction of the greatest foot or automobile traffic, without interfering with line of sight or required plant heights. Remove rocks and debris and trench all sides of bed which face curb or turf at a depth of three (3) inches before final mulching.
E. Contractor shall be responsible for replacing any annuals that have declined, died, or failed to maintain a healthy, vigorous appearance between scheduled rotations.

Irrigation Systems

A. The Contractor shall provide a detailed zone map with run times no later than three months (90 days) after notice of awarded contract.
B. The on-site irrigation technician for the contractor must be certified and familiar with Toro irrigations system (located at the Pelican Preserve golf maintenance building). The on-site irrigation technician must monitor irrigation scheduled daily to ensure the zones within the community have received the radio signal, and make changes as necessary for healthy turf, trees and shrubs. The on-site irrigation technician shall work with the neighborhood vendors to assist with any questions and or provide assistance and recommendations for the repair of the satellite system within each neighborhood.
C. Vendor will need to check the pump station weekly to ensure pumps are running properly. Responsible to contact pump vendor (Metro PSI) in case of an emergency. Assist with any repairs as needed.
D. The contractor shall inspect and test all components and zones of the irrigation system on all District maintained areas on a monthly basis. The inspection shall be performed within the first ten (10) days of each month and the contractor shall reset zone run times on a quarterly basis or more often if necessary, according to seasonal evapotranspiration changes, while ensuring each area is watered on the proper day, according to local watering restrictions.
E. All contractually obligated repairs noted during the inspection shall be repaired as part of the inspection process. During each inspection, the Contractor shall sign, date, and initial an inspection sticker that is located inside the controller cover. The rain sensors shall be inspected annually prior to the May landscape inspection. The sensors shall be adjusted at this time, and malfunctioning sensors shall be reported to the District.
F. The Contractor shall provide written documentation to the District on a monthly basis, stating on what dates the inspection took place, the specific repairs made and the locations. This report shall be furnished within five (5) business days of

the inspection being completed. The report shall include each satellite/ controller number and location, each zone, and each head type.

G. Adjustments and repairs such as head/emitter cleaning or replacement, filter cleaning, zone line breaks and controller adjustments shall be made at the Contractor's expense.
H. Notification to the District is required when acts of vandalism or accidents have occurred to the irrigation system. Photos shall be taken and provided to the DISTRICT and the DISTRICT'S Project Agent at no added cost. A police report must be filed (if possible) and a copy sent to DISTRICT and the DISTRICT'S Project Agent.
I. Use only matched precipitation head replacements.
J. The District will maintain the reclaimed water signage if existing.
K. The landscape Contractor shall also observe the irrigation system as it pertains to plants and spray coverage and report any observed field problems when they occur.
L. Labor costs for these listed irrigation services and minor system repairs shall be included in the Contract Bid.
M. Visual inspection of the irrigation systems shall be performed weekly to determine if the systems are functioning normally and if cuts, leaks, piping damage, flooded areas exist, and repair, as necessary.
N. Keep all grass and mulch out of and off of all valve boxes. All valve boxes in sod areas to be kept at sod level. All valve boxes in plant beds to be kept two inches (2") above finished mulch level.
O. All cuts, leaks or other piping damage found to be caused by the Contractor's personnel or subcontractors performing services in the landscape areas shall be repaired immediately at no cost to the District. Replacement of damaged valve boxes/lids is required.
P. Upon acceptance and through the duration of the maintenance contract, the contractor is to provide an irrigation watering schedule based on the watering needs of the existing plants in each zone. The contractor shall identify the following:
    1. Wet and dry zones
    2. Plant and turf decline, and
    3. Pest infestation in trees, palms, shrubs, groundcover, and turf.
Q. These observations must be written in the irrigation report. Immediately advise the project manager and irrigation project manager of the condition and provide immediate solutions.
R. The Contractor shall be responsible for the labor and materials to make all necessary repairs associated with all main lines and lateral lines four (4) inches in diameter or less. This includes all sprinkler heads, drip lines, and any associated pipe fittings. These repairs shall be made within 24 hours of notifications if they are discovered outside the normal monthly inspections.
S. Any non-vertical heads shall be straightened. Any standpipes blocked by high vegetation shall be raised if the vegetation cannot be pruned back. Irrigation heads in any turf area shall be kept free of overgrowth of turf and turf runners. All battery-operated valves shall have the battery changed quarterly. All hard-wired valves shall have their batteries changed once each year or any time after a power failure. All drip line zones shall be flushed out during each monthly irrigation system inspection. All controllers shall have the zone location and run times posted inside the controller. All drip lines tubing shall be covered by the mulch and pinned to the ground.
T. If the procedure is not followed and the plants are damaged or die-off has occurred, it shall be the contractor's responsibility to replace at no cost to the

District. Included, as a condition of this agreement, emergency shutdown of systems for fundamental inclement weather including freezing temperatures and hurricanes.

Minor Irrigation Repairs

Minor irrigation repairs shall include, but not limited, to the following items below.

A. Contractor shall review the irrigation system monthly or as needed, and repair any blown-off heads, broken lines, and leaks around heads or valves. It shall be the Contractor's responsibility to notify the District of any irrigation problems or additional irrigation maintenance needs.
B. The Contractor shall further clean and adjust all sprinkler heads and nozzles monthly to ensure that all landscaped areas receive total one hundred percent (100%) irrigation coverage and heads are not spraying onto roadways or walkways.
C. If a longer nozzle is required contractor shall change the nozzle at no cost to the District.
D. Replace defective and/or broken heads or nozzles, install or replace defective and/or broken risers and repair minor breaks or restricted sprinkler lines.
E. Inspect, clean, and replace, monthly or as needed, screen/filters within the sprinkler heads.
F. Minor repairs include replacement of heads, nozzles, decoders, and solenoids; installation or replacement of risers; repair of minor/lateral PVC piping breaks or subsurface piping or restricted sprinkler lines, replacement of damaged valve boxes/lids, necessary for proper and safe operation of the systems.

During weekly maintenance, the Contractor shall note and report to the DISTRICT'S Project Agent any symptoms of inadequate or excessive irrigation, drainage problems, etc.

Irrigation additional repair costs

Should additional costs be involved which are not covered within the Contract Specifications, a Unit Cost shall be agreed to, in writing, by the Contractor and the DISTRICT'S Project Agent prior to additional services being performed. The Contractor shall not be financially responsible for the repair or replacement of, irrigation timers, valve replacement, main line breaks greater than 4" diameter, rain sensors or the tracking of wiring. A cost estimate/proposal shall be submitted to the District within three (3) business days of discovering a billable irrigation repair.

The Contractor shall notify the DISTRICT'S Project Agent of a malfunctioning controller and the cost to replace or repair the controller prior to the work being performed. All non-emergency irrigation that occurs outside the irrigation inspection date shall be made within three (3) business days. All emergency irrigation repairs must be initiated within three (3) hours of issuance of a Customer Service Request. The Contractor shall also be permitted to perform an emergency system shut down under these conditions and return the next day to fully complete the repair. Stuck valves and broken main lines are considered to be emergencies. The Contractor shall notify the DISTRICT'S Project Agent in writing within forty-eight (48) hours, stating that the problem was corrected.

The Contractor's Irrigation License(s) must be current at all times during the term of this contract. Failure to maintain a current license shall be deemed a breach of this contract.

After hours irrigation emergency number_____

After hours emergence number (if different) _____

2.2 PAYMENTS – Provided that the Contractor timely submits proper invoices and complete and detailed payment requests, and provided that the work performed is in complete compliance with the terms of the contract, payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the District Purchasing/Procurement Policy.

2.3 DELETION OF BID ITEMS – In the event the bid prices exceed the funds available to the DISTRICT, the DISTRICT reserves the right to delete certain items from the Schedule of Bid items before making the award of the Contract.

A. Payment - Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of these specifications.
B. Inspection - The work will be conducted under the direction of the DISTRICT'S Project Agent and its' representatives and is subject to inspection by his appointed inspectors to ensure compliance with the terms of these specifications. No inspector is authorized to change any provision of the specifications without written authorization by the DISTRICT, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Contractor must submit a written report, dated, area identification numbers and photographs upon completing inspections.
C. Qualifications - The Contractor shall be licensed, insured, and certified by the State of Florida. The Contractor assumes full responsibility for obtaining and maintaining as current and active, all permits required in the performance of this work. All contractor employees and subcontractors applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicators license.
D. Sub-Contractors - The Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by such specialty subcontractors. However, the portion of the contract that is to be assigned to one or more subcontractors may not exceed, either separately or in combination, 50% of the total value of the contract. The Contractor shall not award any work to any subcontractor without the prior written approval of the DISTRICT. The Contractor shall be as fully responsible to the DISTRICT and the DISTRICT'S Project Agent for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create contractual relations between any subcontractor and the DISTRICT. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions, the Special Conditions, and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating and subcontract that the DISTRICT may exercise over the Contractor under any provision of the Contract Documents.
E. Separate Contracts - The DISTRICT reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
[PELICAN PRESERVE EXTERIOR LANDSCAPE MAINTENANCE SERVICES]

THIS AGREEMENT ("Contract" or "Agreement") made and entered into on the 7th day of April, 2022 by and between the GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, Lee County, Florida, a Community Development District, organized and existing under the Laws of the State of Florida (hereinafter called the "DISTRICT" or "OWNER") and Ameri-Scape of SW Florida, Inc. hereinafter called the Contractor,

W I T N E S S E T H- That the Contractor and the DISTRICT, for the consideration hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK - The Contractor shall furnish all labor, equipment and materials and perform all the work ("Work") described in the Contract, the Contract Documents and the specifications entitled "Section 2" (the "Specifications","), and the exhibits and attachments hereto, in the areas identified and marked as "GSCDD Shared" and "GSCDD" on the map attached hereto as Exhibit "__"; and shall fully complete everything required by this Agreement and the Contract Documents to the satisfaction of the DISTRICT using professionally accepted means and methods. Contractor shall provide all materials, equipment and labor required and/or inferred to completely and competently perform the Work as identified in the Specifications and the Contract Documents. Owner has authorized the Pelican Preserve Advisory Committee ("PPAC") to appoint one of its members as the DISTRICT'S Designated Representative and Project Agent, (hereinafter "District's Project Agent") as the party responsible to assist in administering the Contract on behalf of the Owner while reserving the right to authorize or designate any other party and if another party is so authorized or designated, Owner will notify the Contractor in writing. Once the District is notified by PPAC of the appointed member, the District shall notify the Contractor in writing.

ARTICLE 2. CONTRACT TERM AND COMMENCEMENT – This Contract shall commence on April 1, 2022 The Contractor will be required to commence work under this Contract on the date(s) specified in a Notice To Proceed or Task Order ("Task Order") issued by the District Manager or the District's Project Agent for the Owner. Time is of the essence to this Agreement.

ARTICLE 3. THE CONTRACT SUM – The DISTRICT will periodically pay the Contractor in lawful money of the United States for the faithful, timely and satisfactory performance of the Contract and the Work, subject to additions and deductions provided herein and as provided for in the Contract Documents and in the amounts as provided for in the Bid Sheet/Bid Form attached hereto as Exhibit "A" and made a part hereof.

ARTICLE 4 PAYMENTS. -

4.1. Provided that the Contractor is in full compliance with the terms and conditions of the Contract Documents, including this Agreement; and, provided that the Contractor has properly, timely and competently performed the Work in strict conformance with the Specifications and as directed by the DISTRICT and the DISTRICT'S Project Agent; and that the Contractor has delivered evidence satisfactory to the DISTRICT and the DISTRICT'S Project Agent that all payrolls, vendors, subcontractors, material bills and other expenses and indebtedness have been paid; and further provided that the Contractor timely submits complete and detailed proper invoices, payment requests and reports and materials to DISTRICT and the DISTRICT'S Project Agent, the DISTRICT will make payments for Work properly, timely and competently performed. Upon completion of Work as outlined herein, the Contractor shall certify the same in writing to the DISTRICT and the DISTRICT'S Project Agent and shall submit a proper

invoice and detailed request for payment to the DISTRICT and the DISTRICT'S Project Agent. Thereafter the DISTRICT or the DISTRICT'S Project Agent shall inspect the Work and review the request for payment. Payment will be made only after the DISTRICT determines that: A. all of the Work as outlined and required herein has been performed in strict compliance with this Contract and to the satisfaction of the DISTRICT; B. the request for payment is in conformance with this Contract; and, C. a proper invoice has been timely submitted. The payment request shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

4.2. The Contractor shall promptly correct any defaults, defects or defective work as noticed by the DISTRICT or the DISTRICT'S Project Agent and correct all work condemned by the DISTRICT or the DISTRICT'S Project Agent as failing to conform to the Contract and shall promptly re-execute its own work in accordance with the Contract and the Contract Documents, and without expense to the DISTRICT. If the DISTRICT deems it necessary or expedient to cure or correct a default, defect, or defective work, or to perform or correct work not performed in accordance with the Contract, and the Contract Documents a deduction from any payment otherwise properly due the Contractor will be made by the DISTRICT.

If the Contractor does not cure such defaults, defects, defective work or correct such work within the time as fixed by written notice from the DISTRICT or the DISTRICT'S Project Agent, the DISTRICT may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten days thereafter, the DISTRICT may, in addition to any other remedies it possesses to recover from the Contractor said monies so expended, deduct an amount equal to the cost and expenses associated with the correction by the DISTRICT from any payment otherwise properly due the Contractor.

4.3 Contractor warrants that Work performed and all goods delivered under this Agreement shall be free from any defects in workmanship and material and shall conform strictly to these Specifications and the Contract Documents and Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with the highest industry standards for workmanship.

ARTICLE 5 THE CONTRACT DOCUMENTS – The Request For Proposals/Invitation To Bid, the Specifications, including Exhibits, the Proposal and all attachments, Bid Sheet/Bid Form, Agreement and drawings, and all attachments and exhibits to this Contract, collectively the "Contract Documents", form the Contract and they are as fully a part of and incorporated into this Contract as if the same were hereto attached or herein repeated.

ARTICLE 6. TERMINATION – The DISTRICT may terminate this Contract upon ten (10) calendar days written notice, at any time prior to the expiration of any term of this Contract, initial and renewal, with or without cause.

In addition to any other right of termination possessed by the DISTRICT, the DISTRICT has the right and ability to unilaterally terminate the Contract upon ten (10) calendar days written notice if the Contractor:

1. Is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes.
2. Has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
3. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

4. Has been engaged in business operations in Cuba or Syria.

The written notice may be transmitted to the Contractor by email, facsimile transmittal, Certified Mail or hand delivery. The 10-day notice shall commence on the day of receipt of said written notice by Contractor.

ARTICLE 7. PUBLIC RECORDS -In addition to any other right or termination that the DISTRICT possesses, the DISTRICT shall have the right to unilaterally cancel the Contract for refusal by Contractor or any subcontractor, vendor, material, man or laborer to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Contractor in conjunction with the Contract.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239-561-1313, Fax: 239-561-1350; customercare@gatewaydistrict.org and laura.leroy@gatewaydistrict.org 13240 Griffin Dr., Ft. Myers, FL 33913 .

ARTICLE 8. PUBLIC RECORDS FURTHER COMPLIANCE - The Contractor agrees to comply with Florida's public records laws, specifically to:

A. Keep and maintain public records required by the DISTRICT to perform the service.
B. Upon request from 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 this chapter or as otherwise provided by law.
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 contract if the contractor does not transfer the records to the DISTRICT.
D. Upon completion of the contract, 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. If the contractor transfers all public records to the DISTRICT upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, 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.

ARTICLE 9 Contractor shall be responsible to apply for, obtain and pay for all permits, approvals or development orders necessary to begin and perform the work.

ARTICLE 10 The DISTRICT'S performance and obligation to pay under this Contract is contingent upon an annual appropriation by the DISTRICT.

ARTICLE 11 Unless a contract between Contractor and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by Contractor to subcontractors. Any Subcontractor utilized by Contractor shall be the total responsibility of Contractor. Contractor shall have a single contact point for all subcontracted work. All terms and conditions of this Agreement imposing responsibilities and obligations on Contractor shall apply to any and all

Subcontractors as if they were the Contractor and the Contractor shall make all Subcontractors aware of and knowledgeable as to the terms, conditions and requirements of this Agreement.

ARTICLE 12 Contractor shall pay all subcontractors, sub-subcontractors, material, men, and suppliers in accordance with the provisions of Section 255.071, F.S.

ARTICLE 13 Contractor warrants and certifies to the DISTRICT that neither Contractor nor any affiliate of Contractor have been convicted of a public entity crime as such is defined in Section 287.133, F.S.

ARTICLE 14 Contractor warrants that Contractor has not employed or retained any company of person, other than a bona fide employee working solely for Contractor to solicit or secure this agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this agreement.

ARTICLE 15 All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or may be hand delivered (including delivery by courier or overnight service) or faxed, as follows:

As to CONTRACTOR: Company Name_____
Street Address _____
City, State _____
ATTN: _____
Tel.: _____Fax: _____
Email: _____

As to the DISTRICT'S Project Agent:
JOE SCHOFIELD
Pelican Preserve Advisory Committee
c/o GATEWAY SERVICES CDD
13240 Griffin Dr.
Fort Myers, FL 33913
Fax Number: 239-561-1350
Email: jschof44@gmail.com

As to the DISTRICT: LAURA LEROY
GATEWAY SERVICES CDD
13240 Griffin Dr.
Fort Myers, FL 33913
ATTN: Laura LeRoy, Interim District Manager
Fax Number: 239-561-1350
Email: laura.leroy@gatewaydistrict.org

With copy to: ANTHONY PIRES
WOODWARD, PIRES & LOMBARDO, P.A.
3200 North Tamiami Trail, Suite 200
Naples, Florida 34103
ATTN: Mr. Anthony P. Pires, Jr.
Fax Number: 239-649-7342
Email: apires@wpl-legal.com

The above addresses and contact information may be revised upon either party sending written notification to the other party of changes in address or contact information.

ARTICLE 16 Venue and jurisdiction for any litigation arising out of this agreement shall be in the Florida state court of appropriate jurisdiction in Lee County, Florida. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees, including appellate attorney's fees.

ARTICLE 17 MISCELLANEOUS

17.1 This Agreement, and all of the Contract Documents shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Contractor for the Owner.

17.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision. Any ambiguity or uncertainties in the detailed Proposal and Specifications and in any other Contract Documents shall be interpreted and construed by the Owner, whose decision shall be final and binding upon all parties.

17.3 It is distinctly understood and agreed that the approval, and/or acceptance of any part of the Work by the Owner as in compliance with the terms of this Contract and related Specifications covering said Work, shall not operate as a waiver by the Owner of the strict compliance with any other terms and conditions of this Agreement and related Specifications not properly or completely performed by the Contractor.

17.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

17.5 No subsequent agreement concerning the service or work provided shall be effective unless made in writing and executed by authorized representatives of the Parties.

ARTICLE 18 COMPLIANCE WITH LAWS; PERMITS AND LICENSES: Contractor shall, at its own expense, obtain, possess and maintain in current and good standing all necessary permits, certificates, certifications and licenses required by any federal, state, county or local codes, laws, ordinances, rules and regulations. Contractor will comply with all applicable state, federal, county, DISTRICT and local laws, rules, regulations, orders, and judicial decisions, including, but not limited to matters regarding occupational health and safety.

The Contractor shall be responsible for the cost and expense of any permits and licenses necessary to perform the Work.

The Contractor shall maintain and keep current and in force and effect at its sole cost and expense, all necessary, applicable and required registrations, filings, authorizations, permits and licenses necessary for or associated with the Work, including but not limited to all contractor's licenses required by the State of Florida, Lee County and the City of Fort Myers; and, all governmental approvals and permits required by the State of Florida, Lee County and the City of Fort Myers, Florida, business tax receipts and authorization to do business in the State of Florida. The Contractor shall provide to DISTRICT, upon execution of the Agreement, true and correct copies of current State of Florida Lee County and the City of Fort Myers necessary, applicable and required registrations, filings, authorizations, permits and licenses necessary for or associated with the Work, and true and correct copies of current State of Florida Lee County and the City of Fort Myers permits and licenses for all of its contractors and subcontractors.

ARTICLE 19 DEFECTIVE WORK Within three (3) calendar days after being notified in writing of defective Work, should the Contractor fail or refuse to perform any required work, correct any

defective work performed, or to make any necessary repair in a manner acceptable to the DISTRICT and the DISTRICT'S Project Agent and in accordance with the requirements of the Contract and Contract Documents, the DISTRICT may perform any required work, or cause the unacceptable or defective work to be corrected or authorize such work or repairs as may be necessary to be made. Any such expense incurred by DISTRICT in performing any work or in making such corrections or repairs, at the sole and absolute discretion of the DISTRICT may be paid for out of and deducted from any monies otherwise properly due or which may become otherwise properly due the Contractor. In addition, any such failure or refusal to timely perform Work or to make such corrections shall be sufficient cause for the DISTRICT to declare the Contract in default without further notice, upon which the DISTRICT may terminate the Contract and contract with another contractor to perform the work. All costs, loss, fees, damages, claims and expenses incurred by reason of the Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due Contractor. Any special work performed, as described herein, shall not relieve the Contractor in any way from its responsibility for the work performed by Contractor.

ARTICLE 20 CONTRACT ASSIGNMENT No assignment by the Contractor of this Contract or any part thereof, or any monies due, or to become due thereunder shall be made without prior written approval of the DISTRICT, which consent may be withheld in the sole and absolute discretion of the ASSOCIATION. Any change in forty-nine per cent (49%) or more of the ownership of the Contractor or any change in the control of the Contractor shall be deemed an assignment requiring the prior written approval of the DISTRICT.

ARTICLE 21 INDEMNIFICATION; PAYMENT AND PERFORMANCE BOND; SAFETY

21.1 Indemnification/Hold Harmless. Contractor assumes liability for and shall indemnify, defend and save harmless Owner and Owner's Representative as well as all of their agents, employees, officers, directors, Supervisors, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of Contractor's presence at the Site for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Site and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates Contractor to indemnify and save harmless Owner and Owner's Representative for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of Contractor's or their subcontractors at the Site.

Contractor understands and agrees that it is obligated and shall indemnify Owner, and Owner's Representative for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. Contractor's obligation to indemnify and defend Owner, and Owner's Representative is absolute, including instances where Owner and Owner's Representative are found potentially liable, responsible or at fault and in those instances where Owner and Owner's Representative's own negligence or actions caused said damage or injury in part. Notwithstanding the above, Contractor shall not be required to indemnify and defend Owner or Owner's Representative for damages found by a Court to have been caused solely by Owner or Owner's Representative's gross negligence or the willful, wanton or intentional misconduct of Owner or Owner's Representative or their

employees, officers, directors, successors and assigns. Contractor hereby acknowledges that the first $100.00, paid under this contract as sufficient and valuable consideration from Owner to Contractor as specific consideration for this indemnification.

21.2. No Mechanics and Construction Liens

A. As a matter of law no mechanic's or construction liens may be filed against the DISTRICT'S property and Contractor will indemnify, defend and save harmless Owner and Owner's Representative against all claims or liens filed by Contractor, its subcontractors, laborers or material suppliers. Before commencing any work, the Contractor shall obtain, execute, record, and maintain in good standing (and provide a copy to DISTRICT) a payment and performance bond with a surety insurer authorized to do business in this state as surety.

B. As a matter of law no mechanic's or construction liens may be filed for services not improving property and Contractor will indemnify, defend and save harmless the Pelican Preserve Community Association, Inc. against all claims or liens filed by Contractor, its subcontractors, laborers or material suppliers, as to those portions of the Pelican Preserve EXTERIOR LANDSCAPE MAINTENANCE Areas owned by the Pelican Preserve Community Association, Inc. [over which the DISTRICT has necessary easements in its favor].

21.3 Safety. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter "OSHA") and all applicable laws, statutes, rules, regulations, and orders. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.; and shall comply with all applicable laws, ordinances, rules and regulations.

Article 22 INSURANCE

22.1 Contractor shall provide and maintain during the life of this Agreement, "Worker's Compensation Insurance" for all of its employees performing the Work and in case Work under this Agreement is sublet, the Contractor shall require any subcontractor similarly to provide "Worker's Compensation Insurance" for all of its employees unless said subcontractor employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work performed under this Agreement are not protected under the "Worker's Compensation" Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of its employees not otherwise protected.

22.2 Contractor shall provide and maintain during the life of this Agreement, insurance that will protect the Contractor and any Subcontractor performing the Work under the Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from Work performed, whether such operations be by the Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them.

22.3 The Contractor shall also provide and maintain during the life of this Agreement insurance that will indemnify and hold harmless the Owner, and its agents, officers, Supervisors, and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of Work performed under this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is

attributable to bodily injury, sickness, disease, or death, or to injury or destruction of property , including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act of the Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them 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.

22.4 Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

a. Commercial General Liability "occurrence" coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $3,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and $100,000 fire legal liability.

b. Commercial Automobile Liability coverage in the minimum amount of $1,000,000

c. CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. $1,000,000.00 Combined Single Limit Each Occurrence; $3,000,000.00 annual aggregate. Also to include insured/Underinsured Motorists coverage in the minimum amount of $100,000 when there are owned vehicles.

d. Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of $1,000,000.

e. Owner will be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Contractor to meet requirements of this Contract.

f. Contractor agrees to waive all rights of subrogation against the Owner, its agents, departments, officers, employees and volunteers, for losses arising from work performed by Contractor under the terms of this Contract.

g. Policies will not be canceled, non-renewed or reduced in scope of coverage until after 30 days' written notice has been given to the Owner, and only if substitute equivalent coverage in compliance with this Contract is provided and approved by Owner.

g. The Owner, its agencies, departments, officers, employees, agents, and volunteers are to be named as Additional Insured on all policies required under this Contract (except Workers' compensation).

All such insurance shall be obtained from companies listed and authorized to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein. At the time of execution of this Agreement, the Contractor will file with the District Manager certificates of such insurance and endorsements naming the Owner as an additional insured as required herein, that are acceptable to the Owner and District Manager. With regards to all policies required by this Contract: (i) each policy shall contain provisions whereby the insurance carrier will provide not less than thirty (30) days' written notice to the Owner in the event of a material change or cancellation of coverage as required under this Agreement (or, ten (10) days in the event of nonpayment of a premium); (ii) the respective policies required hereunder shall be placed with insurance companies rated at least A-VII or better or an equivalent rating by a recognized rating agency authorized to do business in Florida; (iii) the Contractor shall submit to the Owner upon execution of the Agreement current valid certificates of insurance (on Acord Form 25 or equivalent) and endorsements evidencing term and the effectiveness of the required insurance policies and evidence that Owner is a named additional insured. Insurance provided by out-of-state re-insurers shall not be acceptable.

Should at any time the Contractor not maintain the insurance coverage required herein, the Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage and charge the Contractor for such coverage purchased. If Contractor fails to reimburse the Owner for such costs within fifteen (15) calendar days after demand, the Owner has the right to offset these costs from any amount properly due Contractor under this Agreement or any other agreement between the Owner and Contractor. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company or companies used. The decision of the Owner to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

ARTICLE 23 E-Verify: Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Contractor knowingly violated Section 448.095, Florida Statutes, but Contractor otherwise complied with its obligations hereunder, District shall promptly notify the Contractor and upon said notification, Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Contractor knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Contractor.

ARTICLE 24 Having carefully examined this Agreement, as well as the Site and the conditions affecting the Work outlined pursuant to this Agreement, the undersigned Contractor agrees to furnish all services, equipment, labor, and materials called for in Contract Documents. The parties hereto signing this Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Agreement.

[BALANCE OF PAGE BLANK; SIGNATURES ON FOLLOWING PAGES]

Signed and Sealed by the Contractor [ ]

In the presence of:

Doyle Malender

By: _____

TITLE: President

Attest: _____

Signed and Sealed by the Owner
In the presence of:

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairperson

Laura LeRoy

Attest: Laura LeRoy

EXHIBIT "A"

FY 2021-2022 Pelican Preserve Landscape Contract			
Company Name:	**Ameri-Scape of SW Florida, Inc.**		
Gateway Services CDD Treeline Shared			
Maintenance Functions	Year 1	Year 2	Year 3
Full Service Grounds Maintenance	$72,661.35	$72,661.35	$74,841.19
Pest Control	$16,095.03	$16,095.03	$16,577.88
Complete seasonal color program **including removal, supply, install, and fungicide / fertilizer applied as needed* - **Three Rotations Per Year**	$31,180.00	$31,180.00	$32,115.40
Pinestraw - **Twice per year**	$15,905.70	$15,905.70	$16,382.87
Irrigation Management/Maintenance	$5,796.00	$5,796.00	$5,969.88
Total	**$141,638.08**	**$141,638.08**	**$145,887.22**

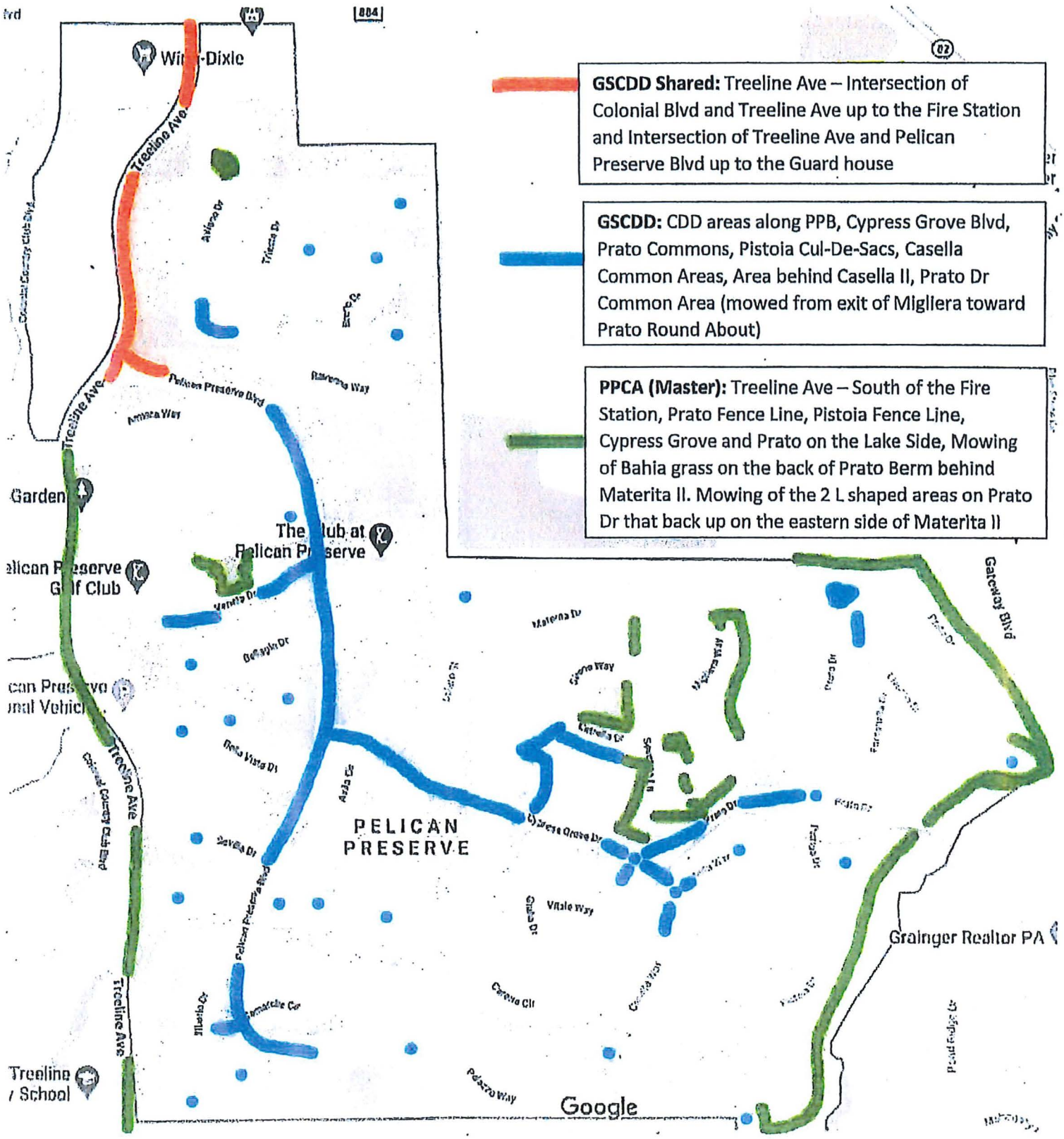
FY 2021-2022 Pelican Preserve Landscape Contract			
Company Name:	**Ameri-Scape of SW Florida, Inc.**		
Gateway Services CDD			
Maintenance Functions	Year 1	Year 2	Year 3
Full Service Grounds Maintenance	$176,373.99	$176,373.99	$181,665.21
Pest Control	$48,609.56	$48,609.56	$50,067.84
Complete seasonal color program **including removal, supply, install, and fungicide / fertilizer applied as needed* - **Three Rotations Per Year**	$84,098.20	$84,098.20	$86,621.15
Pinestraw - **Twice per year**	$59,581.30	$59,581.30	$61,368.74
Irrigation Management/Maintenance	$28,980.00	$28,980.00	$29,849.40
Total	**$397,643.05**	**$397,643.05**	**$409,572.34**

2022 Non-Contractual Items	Unit Price
Pinestraw (price per bale)	$6.85
Annuals: Pentas (price per flower)	$3.35
Annuals: Benonias (price per flower)	$2.50
Soil (price per yard)	$180.00
Palm Tree Trimming (price per tree)	
Sabals	$18.00
Washingtonians	$40.00
Reclinatas	$250.00
Medjools	$55.00
Sylvesters	$55.00
Hardwood Trimming (price per tree)	
Small Hardwoods	$75.00
Mediam Hardwoods	$95.00
Large Hardwoods	$125.00
Irrigation Expenses	
4" Rotor (INCLUDES LABOR)	$48.00
6" Pro spray (INCLUDES LABOR)	$30.00
12" Pro Spray (INCLUDES LABOR)	$48.00
MP Rotator Nozzles (INCLUDES LABOR)	$9.25
Solenoids (INCLUDES LABOR)	$55.00

	Pricing - Year 1			Pricing - Year 1			Pricing - Year 1			Pricing - Year 1			Pricing - Year 1		
Grounds maintenance	$72,661.35			$91,576.27			$72,395.61			$12,402.11			N/A		
Pest Control	$16,095.03			$22,847.26			$14,910.65			$10,851.65			N/A		
Complete seasonal color program including removal, supply, install, fungicide and fertilizer - **Three Rotations Per Year**	$31,180.00			$49,956.75			$34,141.45			N/A			N/A		
Pinestraw - **Twice Per Year**	$15,905.70			$32,181.30			$27,400.00			N/A			N/A		
Irrigation Management/Maintenance	IN TREELINE SHARED IRRIGATION PRICING			$15,042.00			$11,730.00			$2,208.00			$5,796.00		
Total	**$135,842.08**			**$211,603.58**			**$160,577.71**			**$25,461.76**			**$5,796.00**		
Section 2 Supplemental Pricing (for additional services) Supplemental Service pricing runs for the term of the contract	Unit Price	Quantity	Total	Unit Price	Quantity	Total	Unit Price	Quantity	Total	Unit Price	Quantity	Total	Unit Price	Quantity	Total
Pine Straw per bale- supply and install	$6.85	1161 x 2	$15,905.70	$6.85	2349 x 2	$3,218.30	$6.85	2000 x 2	$27,400.00	$6.85	N/A	N/A	$6.85	N/A	N/A
4" potted annual (Flowers) - supply and install - **Depending on Type**	$2.35 - $3.35	2145 x 2	$10,081.50 - $14,371.50	$2.35 - $3.35	3590 x 2	$16,873 - $24,053	$2.35 - $3.35	1905 x 2	$8,953.50 - $12,763.50	$2.35 - $3.35	N/A	N/A	$2.35 - $3.35	N/A	N/A
Potting Soil	$180.00	20 x 2	$7,200.00	$180.00	26 x 2	$9,360.00	$180.00	10 x 2	$3,600.00	$180.00	N/A	N/A	$180.00	N/A	N/A
Supervisory Labor per hour	$75.00	N/A	N/A	$75.00	N/A	N/A	$75.00	N/A	N/A	$75.00	N/A	N/A	$75.00	N/A	N/A
General labor – per employee per hour	General $50 Irrigation $60	N/A	N/A	General $50 Irrigation $60	N/A	N/A	General $50 Irrigation $60	N/A	N/A	General $50 Irrigation $60	N/A	N/A	General $50 Irrigation $60	N/A	N/A
St. Augustine Sod- supply, strip and install	$1.25ft /$13.50 yard	N/A	N/A	$1.25ft /$13.50 yard	N/A	N/A	$1.25ft /$13.50 yard	N/A	N/A	$1.25ft /$13.50 yard	N/A	N/A	$1.25ft /$13.50 yard	N/A	N/A
Soil Sample	$75.00	N/A	N/A	$75.00	N/A	N/A	$75.00	N/A	N/A	$75.00	N/A	N/A	$75.00	N/A	N/A
(1) Gallon shrub, supply, install, (1) yr. guarantee	$10.25	N/A	N/A	$10.25	N/A	N/A	$10.25	N/A	N/A	$10.25	N/A	N/A	$10.25	N/A	N/A
(3) Gallon shrub, supply, install, (1) yr. guarantee	$35.00	N/A	N/A	$35.00	N/A	N/A	$35.00	N/A	N/A	$35.00	N/A	N/A	$35.00	N/A	N/A
(7) Gallon shrub, supply, install, (1) yr. guarantee	$45.00	N/A	N/A	$45.00	N/A	N/A	$45.00	N/A	N/A	$45.00	N/A	N/A	$45.00	N/A	N/A
(15) Gallon shrub, supply, install, (1) yr. guarantee	$65.00	N/A	N/A	$65.00	N/A	N/A	$65.00	N/A	N/A	$65.00	N/A	N/A	$65.00	N/A	N/A
4" Rotor - **materials, labor, installed**	$48.00	N/A	N/A	$48.00	N/A	N/A	$48.00	N/A	N/A	$48.00	N/A	N/A	$48.00	N/A	N/A
6" Pro spray - **materials, labor, installed**	$30.00	N/A	N/A	$30.00	N/A	N/A	$30.00	N/A	N/A	$30.00	N/A	N/A	$30.00	N/A	N/A
12" Pro Spray - **materials, labor, installed**	$48.00	N/A	N/A	$48.00	N/A	N/A	$48.00	N/A	N/A	$48.00	N/A	N/A	$48.00	N/A	N/A
MP Rotator Nozzles - **materials, labor, installed**	$9.25	N/A	N/A	$9.25	N/A	N/A	$9.25	N/A	N/A	$9.25	N/A	N/A	$9.25	N/A	N/A
Irrigation Valve Solenoids - **materials, labor, installed**	$55.00	N/A	N/A	$55.00	N/A	N/A	$55.00	N/A	N/A	$55.00	N/A	N/A	$55.00	N/A	N/A
New 2" valve-**materials, labor, installed**	$380.00	N/A	N/A	$380.00	N/A	N/A	$380.00	N/A	N/A	$380.00	N/A	N/A	$380.00	N/A	N/A
New 1.5" valve-materials, labor, installed	$355.00	N/A	N/A	$355.00	N/A	N/A	$355.00	N/A	N/A	$355.00	N/A	N/A	$355.00	N/A	N/A
New 1" valve-**materials, labor, installed**	$175.00	N/A	N/A	$175.00	N/A	N/A	$175.00	N/A	N/A	$175.00	N/A	N/A	$175.00	N/A	N/A
Hardwood Trimming (price per tree)															
Small Hardwoods	$75.00	N/A	N/A	$75.00	N/A	N/A	$75.00	N/A	N/A	$75.00	N/A	N/A	$75.00	N/A	N/A
Medium Hardwoods	$95.00	66	$6,270.00	$95.00	415	39,425	$95.00	99	$9,405.00	$95.00	N/A	N/A	$95.00	N/A	N/A
Large Hardwoods	$125.00	100	$12,500.00	$125.00	162	20,250	$125.00	N/A	N/A	$125.00	N/A	N/A	$125.00	N/A	N/A
Palm Tree Trimming (price per tree)															
Sabals	$18.00	325	$5,850.00	$18.00	630	$11,340.00	$18.00	228	$4,104.00	$18.00	N/A	N/A	$18.00	N/A	N/A
Washingtonians	$40.00	N/A	N/A	$40.00	107	$4,280.00	$40.00	21	$840.00	$40.00	N/A	N/A	$40.00	N/A	N/A
Reclinatas	$250.00	N/A	N/A	$250.00	N/A	N/A	$250.00	1	$250.00	$250.00	N/A	N/A	$250.00	N/A	N/A
Medjools	$55.00	34	$1,870.00	$55.00	31	$1,705.00	$55.00	7	$385.00	$55.00	N/A	N/A	$55.00	N/A	N/A
Sylvesters	$55.00	N/A	N/A	$55.00	N/A	N/A	$55.00	N/A	N/A	$55.00	N/A	N/A	$55.00	N/A	N/A
Systemic Pesticide Root Drench	$55.00	N/A	N/A	$55.00	N/A	N/A	$55.00	N/A	N/A	$55.00	N/A	N/A	$55.00	N/A	N/A
Annual Contract Total	Treeline Shared			CDD Areas (Pelican Preserve Blvd,			Cypress Grove Commons			Casella Commons			Treeline Shared Irrigation		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
	$135,842.08	$135,842.08	$139,917.34	$211,603.58	$211,603.58	$217,951.69	$160,577.71	$160,577.71	$165,395.04	$25,461.76	$25,461.76	$26,225.61	$5,796.00	$5,796.00	$5,969.88

FY 2021-2022 Pelican Preserve Landscape Contract		
Company Name: Ameri-Scape of SW Florida, Inc.		
Landscape Contract Supplemental Pricing Bid Sheet		
Supplemental Pricing (for additional services) Supplemental Service pricing runs for the term of the contract		
	Unit	Price
Pine Straw per bale- supply and install	Per bale	**$6.85**
4" potted annual (Flowers) - supply and install	Each	**$2.35 - $3.35 Depending on type**
Potting Soil	Sq. yard	**$180.00**
Supervisory Labor per hour	Per hour	**$75.00**
General labor – per employee per hour	Per hour	**General Labor $50 Irrigation Labor $60**
St. Augustine Sod- supply, strip and install	Sq. yard	**$1.25 ft/ $13.50 yard**
Soil Sample	Each	**$75.00**
(1) Gallon shrub, supply, install, (1) yr. guarantee	Each	**$10.25**
(3) Gallon shrub, supply, install, (1) yr. guarantee	Each	**$35.00**
(7) Gallon shrub, supply, install, (1) yr. guarantee	Each	**$45.00**
(15) Gallon shrub, supply, install, (1) yr. guarantee	Each	**$65.00**
4" Rotor - **materials, labor, installed**	Each	**$48.00**
6" Pro spray- **materials, labor, installed**	Each	**$30.00**
12" Pro Spray- **materials, labor, installed**	Each	**$48.00**
MP Rotator Nozzles- **materials, labor, installed**	Each	**$9.25**
Irrigation Valve Solenoids- **materials, labor, installed**	Each	**$55.00**
New 2" valve-materials, labor, installed	Each	**$380.00**
New 1.5" valve-materials, labor, installed	Each	**$355.00**
New 1" valve-materials, labor, installed	Each	**$175.00**
Hardwood Trimming (price per tree)		
Small Hardwoods	Each	**$75.00**
Medium Hardwoods	Each	**$95.00**
Large Hardwoods	Each	**$125.00**
Palm Tree Trimming (price per tree)		
Sabals	Each	**$18.00**
Washingtonians	Each	**$40.00**
Reclinatas	Each	**$250.00**
Medjools	Each	**$55.00**
Sylvesters	Each	**$55.00**
Systemic Pesticide Root Drench	Each	**$55.00**

Please note that bulk discounts may apply for large quanities and locations.


GSCDD Shared: Treeline Ave – Intersection of Colonial Blvd and Treeline Ave up to the Fire Station and Intersection of Treeline Ave and Pelican Preserve Blvd up to the Guard house
GSCDD: CDD areas along PPB, Cypress Grove Blvd, Prato Commons, Pistoia Cul-De-Sacs, Casella Common Areas, Area behind Casella II, Prato Dr Common Area (mowed from exit of Migliera toward Prato Round About)
PPCA (Master): Treeline Ave – South of the Fire Station, Prato Fence Line, Pistoia Fence Line, Cypress Grove and Prato on the Lake Side, Mowing of Bahia grass on the back of Prato Berm behind Materita II. Mowing of the 2 L shaped areas on Prato Dr that back up on the eastern side of Materita II
PELICAN PRESERVE
Treeline Ave
Pelican Preserve Blvd
Gateway Blvd
Grainger Realtor PA
Google

AMERI-SCAPE of SW Florida, Inc.

Master Irrigation Schedule

Sprays: 20 minutes
Rotors: 40 Minutes

Pelican Preserve Blvd			
1	Roadway Rotors		Monday and Friday
	Median Sprays		Monday and Friday
	Annual Beds		Monday, Wednesday, and Friday
2	Roadway Rotors		Monday and Thursday
	Median Sprays		Monday and Thursday
	Annual Beds		Monday, Wednesday, and Friday
3	Median Sprays		Tuesday and Friday
	Roadway Rotors		Tuesday and Friday
	Annual Beds		Monday, Wednesday, and Friday
Treeline Blvd			
6	Treeline Rotors		Thursday and Sunday
	Treeline Sprays		Thursday and Sunday
	Annual Beds		Monday, Wednesday, and Friday
7	Treeline Sprays		Thursday and Sunday
	Treeline Rotors		Thursday and Sunday
	Treeline Bubblers		Thursday and Sunday
	Treeline New Sod		Thursday and Sunday
	Annual Beds		Monday, Wednesday, and Friday
Ravenna Way			
15	Roadway Rotors		Thursday and Sunday
	Median Sprays		Thursday and Sunday
	Treeline Bubblers		Thursday and Sunday
	Annual Beds		Monday, Wednesday, and Friday
Bellagio			
4	Rotors		Thursday and Sunday
	Sprays		Wednesday and Saturday
Portofino			
5	Sprays (Even)		Tuesday and Friday
	Sprays 2 (Odd)		Thursday and Sunday
Vicenza			
8	Sprays		Tuesday, Thursday, and Saturday
	Model Sprays		Tuesday, Thursday, and Saturday
	Model Rotors		Tuesday, Thursday, and Saturday
Verona			
9	Sprays		Tuesday and Friday
	Rotors		Tuesday and Friday

	New Planting		Tuesday and Friday
Sevilla			
10	Sprays		Wednesday and Saturday
	Rotors		Wednesday and Sunday
Avila (Odd Homes)			
11	Sprays		Tuesday and Saturday
	Rotors		Tuesday and Saturday
Avila (Even Homes)			
12	Sprays 2		Thursday and Sunday
	Rotors 2		Tuesday and Saturday
Ravenna Buildings			
16	Sprays		Thursday and Sunday
	Rotors		Thursday and Sunday
Treviso			
17	Sprays		Monday and Friday
	Rotors		Monday and Friday
Monticello			
18	Sprays (Even)		Thursday and Sunday
	Sprays (Odd)		Wednesday and Saturday
	Rotors		Tuesday and Friday
Toscana			
19	Sprays		Wednesday and Saturday
	Rotors		Wednesday and Saturday
Trieste			
20	Sprays (Odd)		Wednesday and Saturday
	Sprays 2 (Even)		Thursday and Sunday
	Rotors		Wednesday and Saturday
Aviano			
22	Sprays		Wednesday and Saturday
	Rotors		Wednesday and Saturday
	Aviano Circle (Commons)Rotor		Tuesday and Friday
Sienna			
128	Sprays		Tuesday and Friday
	Rotors		Tuesday and Friday
	Lake (Commons) Rotors		Wednesday and Saturday
	Wall (Commons) Sprays		Wednesday and Saturday
Trentino			
24	Rotors		Tuesday and Friday
	Sprays		Tuesday and Friday

Milano			
25	Sprays		Wednesday and Sunday
	Rotors		Wednesday and Sunday
Camarelle			
26	Sprays		Tuesday and Saturday
	Rotors		Tuesday and Saturday
Materita I			
36 Cetrella/Sirene	Rotors (All)		Monday, Wednesday and Saturday
	Sirene Sprays		Tuesday, Thursday and Sunday
	Cetrella Sprays		Tuesday, Thursday and Sunday
32 Materita	Spray (Even)		Tuesday, Thursday, and Sunday
	Rotor (All)		Monday, Wednesday and Saturday
	Spray 2 (Odd)		Monday, Wednesday and Saturday
Carena			
33 Carena Dr	Sprays (Even)		Sunday, Wednesday, and Friday
	Rotors (All)		Sunday, Wednesday, and Friday
	Sprays 2 (Odd)		Monday, Thursday, and Saturday
35 Giulia and Vitale Way	Spray (Even)		Sunday, Wednesday, and Friday
	Spray 2 (Odd)		Monday, Thursday, and Saturday
	Rotor (All)		Sunday, Wednesday, and Friday
37 Carena Dr	Sprays (Even)		Monday, Wednesday, and Friday
	Rotors (All)		Monday, Wednesday, and Friday
	Sprays 2 (Odd)		Tuesday, Thursday, and Saturday
Solaro			
38	Sprays (Even)		Tuesday, Friday, and Sunday
	Rotors		Wednesday, Friday, and Sunday
	Sprays 2 (Odd)		Monday, Wednesday, and Saturday
Tiberio			
28	Sprays (Odd)		Tuesday and Saturday
	Rotors (All)		Wednesday and Sunday
	Sprays 2 (Even)		Wednesday and Sunday
Viadana			
29	Viadana Sprays		Wednesday and Sunday
	Viadana Rotors		Wednesday and Sunday
	Valentina Sprays		Tuesday and Friday
	Valentina Rotors		Tuesday and Friday
Palazzo			
30	Sprays		Wednesday and Sunday
	Rotors		Wednesday and Sunday
Cypress Grove			
27	Sprays		Thursday and Sunday
	Rotors		Thursday and Sunday

31	Sprays		Thursday and Sunday
	Rotors		Thursday and Sunday
	Annuals		Tuesday, Friday, and Sunday
Azzura			
34	Sprays and Rotors		Monday, Wednesday and Saturday
Materita 2 This does not include all homes (Even) 10400-10382 Materita Dr (Odd) 10401- 10381 Materita Dr			
39	Sprays		Wednesday and Saturday
	Rotors		Wednesday and Saturday

Ameriscape	YEAR 1	YEAR 2	YEAR 3	LINE ITEM 3 YEAR TOTAL
Treeline Shared (Red Area on Map)	$141,638.08	$141,638.08	$145,887.22	$429,163.38
CDD Areas AS Defined (Blue Area on Map)	$397,643.05	$397,643.05	$409,572.34	$1,204,858.44
TOTAL	**$539,281.13**	**$539,281.13**	**$555,459.56**	**$1,634,021.82**

This Amendment to the Maintenance of Exterior Landscape Pelican Preserve Community Contract (the "Contract") is made and entered into on March 16, 2023, by and between Gateway Services Community Development District. ("**DISTRICT**"), a community development district, with offices located at 11922 Fairway Lakes Dr. Suite 1, Fort Myers, FL 33913; and Ameri-Scape of SW Florida, Inc. with its place of business located at 9220 Bonita Beach Road, Suite 101, Bonita Springs, FL 34135 ("**CONTRACTOR**"). The DISTRICT and CONTRACTOR shall hereinafter collectively be referred to as the "parties" and generically as a "party."

1.This Amendment amends and modifies that the Contract dated April 1, 2022, made and entered into by the parties hereto as follows:

The parties agree to modify the Contract as set forth in the following additional exhibit attached hereto and incorporated herein by reference: Exhibit B

2. Simultaneous with the execution of this Amendment, the Contract shall be renewed for year two commencing on April 1, 2023 and ending on March 31, 2024 (the "Renewal Term").

3. Capitalized terms herein have the same meaning as used in the Contract unless otherwise noted.

4. All other provisions of the Contract not specifically amended hereby remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first written above.

AMERI-SCAPE OF SW FLORIDA, INC.

By: Fabian Gamez

GATEWAY SERVICES CDD

By: _____

Chelsea O'Riley,
District Manager

Estimate

Date	Estimate No.
2/16/2023	21355

AMERI-SCAPE of SW Florida, Inc.
9220 Bonita Beach RD
Suite 101
Bonita Springs, FL 34135

Office Phone: (239) 368-5127 WWW.MYAMERISCAPE.COM

Name/Address
Pelican Preserve - Gateway Services CDD 10571 Veneto Drive Fort Myers, FL 33913

VALID FOR 10 DAYS

For any Scheduling Questions Please dial (239) 368-5127, EXT 125

Description	Qty	Rate	Total
**REVISED 02/21/2023 SEVERE WEATHER EVENTS CLEAN UP POLICIES AND PROCEDURES: Hurricanes, Tornados, Damaging Winds, Flooding or other Hazardous weather situations. As Hurricane Season is here in SW Florida and there is a possibility of a storm coming our way, we want to take a moment to review our Severe Weather events clean up policies and procedures. ** In the event that a Hurricane was to hit our area your regular maintenance schedule may be disrupted. After cleanup efforts are complete Ameri-Scape will meet with District staff to determine if a credit is justifiable based on the amount of the actual loss of regular service if greater than two weeks. Regular scheduled services will resume as Ameri-Scape deems possible. Our first priority after any severe weather event is helping our customers who have trees blocking roads for emergency vehicles, driveways, and / or trees damaging homes and vehicles. We send out all of our guys to accomplish this as quickly as possible, and then resume our mowing schedule. Also, unfortunately, we had a few clients who called us out to do extensive clean up and then refused to pay us because they felt it should be part of their regular maintenance. Just so there are not any misunderstandings after the fact, SEVERE WEATHER EVENTS clean up IS NOT included in regular maintenance. We only			

APPROVED BY:_____

Total

We follow Florida law regulations: We will not start any work that requires digging before having the public utilities mark and cleared.
PRIVATE lines, wiring, utilities are not marked by Sunshine 811 and is the responsibility of the homeowner to notify Ameri-Scape of such.
Ameri- Scape will not be held liable for any damages if Notification of location of Private Utilities are not timely reported.

Warranty is good for 30 Days on Plants/ Shrubs, 15 Days on Sod, and 90 Days on Palms & Trees. Warranty does not include improper care by owner, any major storms, severe drought, and / or acts of God, mother nature as animal damage. There is no warranty on transplanted plant material or material NOT provided by Ameri-Scape. If Invoice is not paid within terms, warranty is voided.

Estimate

Date	Estimate No.
2/16/2023	21355

9220 Bonita Beach RD
Suite 101
Bonita Springs, FL 34135

Office Phone: (239) 368-5127 WWW.MYAMERISCAPE.COM

Name/Address
Pelican Preserve - Gateway Services CDD 10571 Veneto Drive Fort Myers, FL 33913

VALID FOR 10 DAYS

For any Scheduling Questions Please dial (239) 368-5127, EXT 125

Description	Qty	Rate	Total
charge time and materials. Our labor rates are higher for the severe weather events clean up because we typically are working extensive hours to get all of our communities taken care of in a timely manner, incur large overtime amounts, and because material and labor are scarce mainly after a hurricane. Our labor rate for clean up is $80 per hour / per person Supervisor Rate is $115 per hour Disposal/dump fee is $390 per landscape truckload (10 Yard Truck) Chainsaw (16" bar size) with operator / per hour $115.00 Loader / Skidsteer with operator / per hour $250.00 Please sign and return to expedite clean up for your association in the event that there is a hurricane, tropical storm, or any other type of severe weather event.			
Specify your Pre Approved Dollar Amount (Not to Exceed Amount): $_____.00			
Specify / Identify a designated area on property for debris to be placed at for County pick up. LOCATION:_____			

APPROVED BY:_____

Total $0.00

We follow Florida law regulations: We will not start any work that requires digging before having the public utilities mark and cleared.
PRIVATE lines, wiring, utilities are not marked by Sunshine 811 and is the responsibility of the homeowner to notify Ameri-Scape of such.
Ameri- Scape will not be held liable for any damages if Notification of location of Private Utilities are not timely reported.

Warranty is good for 30 Days on Plants/ Shrubs, 15 Days on Sod, and 90 Days on Palms & Trees. Warranty does not include improper care by owner, any major storms, severe drought, and / or acts of God, mother nature as animal damage. There is no warranty on transplanted plant material or material NOT provided by Ameri-Scape. If Invoice is not paid within terms, warranty is voided.

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.A**

ITB-23-04-UT Generator for Irrigation Pump Station

1. **Requested Motion**: **Meeting Date**: April 6, 2023

Approve the contract with Zabatt Engine Services Inc. in the not to exceed amount of $853,493.86 as funded through State Revolving Fund Loan and authorize the District Manager to take appropriate action.

Why the action is necessary:

Contract amount is above the District Manager's spending authority.

What the action accomplishes:

Approves a contract to purchase and install the irrigation pump station generator.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Chelsea O'Riley

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5. **Background**:

The work consists of furnishing and installing a 1,000 kW standby generator, fuel system, automatic transfer switch and modifications to the existing electrical building to interface with the new standby power equipment.

Proposals available upon request.

Attachments:

1. Bid Recommendation Letter - Generator.pdf

Financial Impact:

$853,493.86 from the State Revolving Fund Loan

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:

Approve the contract as recommended by the District Engineer.

TETRA TECH

MEMO

To:	Gateway Services Community Development District Board of Supervisors
Cc:	Chelsea O'Riley, GSCDD Anthony Pires Jr., WP&L
From:	Alfred J. Mittl, P.E.
Date:	March 28, 2023
Subject:	Recommendation of Award – Irrigation Pump Station Standby Diesel Generator Set and Fuel System

The purpose of this memorandum is to summarize the bids received and make a recommendation of award for the new 1,000 kW standby diesel generator set and fuel system facility to be constructed adjacent to GSCDD's irrigation pump station. The generator will provide emergency power to enable the GSCDD to operate their five high service pumps and jockey pump at the irrigation pump station when utility power is lost. This will reduce the likelihood of overflowing the reclaimed water storage tank at the Lee County Gateway Reclamation Facility. The generator will also provide emergency power to enable the GSCDD to operate their irrigation wells when utility power is lost.

The scope of work consists of furnishing and installing a 1,000 kW standby generator, fuel system, automatic transfer switch and modifications to the existing electrical building to interface with the new standby power equipment. Also included are mobilization, widening and realignment of the gravel access roadway, surveying, final record drawings, and final submittals.

On March 23, 2023, a total of two bids were received, from Boromei Construction, Inc. and Zabatt Engine Services, Inc. The project base bids and the bids including alternate bid items were as follows:

Bidding Firms	Total Base Bid	Deductive Bid Item Standby Diesel Generator Set and Fuel System	Total Bid With Deductive Bid Item
Zabatt Engine Services, Inc. (Apparent Lower Bidder)	$853,493.86	No Bid	No Bid
Boromei Construction, Inc.	$993,500.00	No Bid	No Bid

The Base Bid includes Cummins, Inc. as the generator equipment supplier. Bidders were invited to submit deductive alternate bids for either Caterpillar, Inc. or Blue Star Power Systems, Inc. as the generator equipment supplier. Neither of the two bidders submitted a deductive alternate bid.

For this work, Zabatt Engine Services, Inc. is the apparent low bidder, and the bid amount was lower than the Engineer's Opinion of Probable Cost, which was $1,041,000 as shown in **Attachment A.**

Water, Environment, and Infrastructure
10600 Chevrolet Way, Suite 102 Estero FL, 33928
Tel 239.390.1467 Fax 239.390.1769 tetratech.com

Zabatt Engine Services, Inc. proposes to perform most of the work internally, with the concrete work to be performed by their subcontractor, HG Concrete, Fort Myers, Florida.

Following the bid opening, Zabatt Engine Services, Inc. references shown in **Attachment B** were verified by Tetra Tech. Zabatt Engine Services, Inc. was the contractor for the City of Sanibel's recently completed generators project which was designed and managed by Tetra Tech. In Tetra Tech's opinion, that work was performed satisfactorily and in a cooperative manner with City of Sanibel and Tetra Tech. Based on past performance on the City of Sanibel generators project, and our review of the other references provided, Tetra Tech recommends that the District proceed with the project with Zabatt Engine Services, Inc. performing the work.

END OF MEMORANDUM

ATTACHMENT A

BID TABULATION FOR BID NO. ITB-23-04-UT: IRRIGATION PUMP STATION STANDBY DIESEL GENERATOR SET AND FUEL SYSTEM

ITEMS NO.	DESCRIPTION	QUANTITY	UNIT	BOROMEI CONSTRUCTION, INC.		ZABATT ENGINE SERVICES, INC.		ENGINEER'S OPINION OF COST	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Mobilization & Demobilization	1	LS	$ 19,500.00	$ 19,500.00	$ 11,213.80	$ 11,213.80	$ 80,000.00	$ 80,000.00
2	Surveying, Layout and Field Staking	1	LS	$ 5,000.00	$ 5,000.00	$ 4,285.71	$ 4,285.71	$ 25,000.00	$ 25,000.00
3	Final Record Drawings and Final Submittals	1	LS	$ 4,000.00	$ 4,000.00	$ 2,000.00	$ 2,000.00	$ 10,000.00	$ 10,000.00
4	Indemnification of Owner & Engineer	1	LS	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
5	Gravel Roadway Realignment	4000	SF	$ 6.25	$ 25,000.00	$ 6.25	$ 25,000.00	$ 15.00	$ 60,000.00
6	Concrete (20 ft x 30 ft Generator Pad)	1	LS	$ 55,000.00	$ 55,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00	$ 40,000.00
7	Aluminum Access Platforms	1	LS	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00	$ 60,000.00	$ 60,000.00
8	Standby Diesel Generator Set and Fuel System	1	LS	$ 609,000.00	$ 609,000.00	$ 496,130.23	$ 496,130.23	$ 500,000.00	$ 500,000.00
9	Electrical & Instrumentation Wire & Materials	1	LS	$ 85,000.00	$ 85,000.00	$ 67,209.25	$ 67,209.25	$ 100,000.00	$ 100,000.00
10	Electrical & Instrumentation Installation, Connections, Startup, Testing and Commissioning	1	LS	$ 75,000.00	$ 75,000.00	$ 101,654.87	$ 101,654.87	$ 75,000.00	$ 75,000.00
11	Owner's Contingency	1	LS	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00	$ 90,000.00
TOTAL BASE BID (SUM OF ITEMS 1 THROUGH 11)					**$ 993,500.00**		**$ 853,493.86**		**$ 1,041,000.00**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
12	Deductive Bid Item Standby Diesel Generator Set and Fuel System	1	LS	NO BID	NO BID	NO BID	NO BID		
TOTAL BID WITH DEDUCTIVE BID ITEM (SUM OF BASE BID AND ITEM 12)									

ATTACHMENT B

ZABATT ENGINE SERVICES, INC. REFERENCES FOR BID NO. ITB-23-04-UT: IRRIGATION PUMP STATION STANDBY DIESEL GENERATOR SET AND FUEL SYSTEM

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
City of Eustis	Name: Tracy Jeanes Address: 10 North Grove Street, Eustis, FL Telephone: 352-483-5475	Name: Company: Telephone:	10/13/2022	Purchase and install a 60kW generator along with a 200 amp ATS	Ongoing	$62,443.00
JEA	Name: William Breadon Address: 21 W. CHurch St., Jacksonville, FL 32202 Telephone: 904-665-4285	Name: Company: Telephone:	1/25/2021	Install 4 generators & ATS's	Ongoing	$549,082.90
City of Leesburg	Name: Jonah Davis Address: 501 West Meadow St., Leesburg, FL 34749 Telephone: 352-460-2327	Name: Company: Telephone:	8/10/2020	Supply and install (6) generators/ATS for six lift stations.	Ongoing	$316,931.00
Riviera Beach	Name: Terrence Bailey Address: 1481 W. 15th St., Riviera Beach, FL 33404 Telephone: 561-845-4080	Name: Company: Telephone:	1/8/2020	Install 3 natural gas generators.	Ongoing	$652,741.04
City of Sanibel	Name: Keith Williams Address: 800 Dunlap Rd., Sanibel, FL 33957 Telephone: 239-472-3700	Name: Company: Telephone:	12/1/2020	Install a 2000kW and 150kW generator	Ongoing	$1,227,867.00
City of Hollywood	Name: Donnelly Chin Address: P.O. Box 229045, Hollywood, FL Telephone: 954-921-3930	Name: Company: Telephone:	1/11/2023	Purchase and install generators at 6 different lift stations	Ongoing	$2,692,731.60
	Name: Address: Telephone:	Name: Company: Telephone:				

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.B**

Task Authorization #7 - Construction Management for Irrigation Pump Station Generator

1. **Requested Motion**: **Meeting Date**: April 6, 2023

Approve Task Authorization FY2023-7 with Tetra Tech Inc. in the not to exceed amount of $65,760 utilizing State Revolving Fund Loans and authorize the District Manager to take appropriate action.

Why the action is necessary:

Above the District Manager's spending authority.

What the action accomplishes:

Approves the Construction Engineering Inspection task authorization for the Pump Station Generator.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Consent Agenda Items	Chelsea O'Riley

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Attachments:

1. Task Authorization FY2023-07.pdf

Financial Impact:

$65,760 for the SRF Loan

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:

Approve the Task Authorization.

TASK AUTHORIZATION No. FY 2023-7

Date: 2/21/23

SCOPE OF PROFESSIONAL SERVICES

For: "DISTRICT ENGINEER AGREEMENT DATED SEPTEMBER 1, 2022"

CONSTRUCTION MANAGEMENT FOR IRRIGATION PUMP STATION GENERATOR

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

This Task Authorization No. FY 2023-7 provides for supplemental services under "District Engineer Agreement" dated September 1, 2022.

Tetra Tech, Inc (DISTRICT ENGINEER) shall complete work for the **CONSTRUCTION MANAGEMENT FOR IRRIGATION PUMP STATION GENERATOR** for the Gateway Services Community Development District (DISTRICT) as described below.

SECTION 2.00 BACKGROUND

The DISTRICT owns and maintains an irrigation pump station located at the Gateway Wastewater Treatment Plant (WWTP). In order to provide operational ability during extended power outages, the DISTRICT desires to install a permanent mounted generator, with funding by the Florida Department of Environmental Protection (FDEP) through the State Revolving Fund (SRF) program. Funding has previously been approved and project design has been completed.

The DISTRICT has requested the DISTRICT ENGINEER prepare this scope of services to perform the Post-Design services.

SECTION 3.00 TASKS

Pursuant to the GENERAL SCOPE of the SERVICES stated hereinabove, the DISTRICT ENGINEER shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or item(s) set forth in the "COMPENSATION AND METHOD OF PAYMENT" section of this TASK AUTHORIZATION No. FY 2023-7.

Task 1: Construction Management

During the Construction Phase, DISTRICT ENGINEER shall provide general administration of the construction contract which is anticipated as a 15-month period (456-days) to substantial completion and an additional 60 days to final completion. It is further anticipated that the 456-day period will be split between procurement and construction, with procurement (shop drawing submittals, equipment procurement) taking 365 days and the remaining 91 days dedicated to

substantial completion of construction (plus an additional 60 days to final completion). Although some site work can be performed prior to delivery of the generator, the majority of construction will take place once the generator has been delivered, i.e. over the last 91 days. In the event that it takes longer than 365 days for generator delivery, an extension of construction time and additional professional services may be required. The following services are anticipated:

a. Conform documents, incorporating addenda into bid documents.

b. Attend a pre-construction meeting and prepare/distribute meeting minutes.

c. Attend up to (6) progress meetings at times to be determined based on construction progress. The majority of the allowable construction time is anticipated to be related to shop drawing review. It is anticipated that the construction time itself will be limited to 91 days to substantial completion plus an additional 60 days to final completion.

d. Make up to eight (8) site visits at intervals appropriate to the various stages of construction in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work associated with the utility relocation. It is anticipated that periodic visits will be performed while actual construction activities are being performed. Based on information obtained during such visits and on such observations, DISTRICT ENGINEER will determine if such work is proceeding in accordance with the Contract Documents. The purpose of DISTRICT ENGINEER's visits to the sites will be to enable DISTRICT ENGINEER to observe construction to the extent necessary to certify the project’s completion with the regulatory agencies.

e. Review shop drawing submittals to determine acceptable of proposed products. It is anticipated that no more than ten (15) shop drawings will be received.

f. Assist the DISTRICT with review of change order requests and with preparing change orders (one (1) is estimated).

g. Review portions of applications for payment associated with the utility relocation and the accompanying data and schedules. DISTRICT ENGINEER will determine the amounts owing to Contractor and recommend payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to the DISTRICT, based on periodic visits to the project by DISTRICT ENGINEER, that the work has progressed to the point indicated, and that, to the best of DISTRICT ENGINEER's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents. Up to 15 pay applications are anticipated.

h. Upon written request by the Contractor, attend startup and demonstration testing for the proposed generator. Startup testing shall be performed by the equipment representative in the presence of the Contractor, DISTRICT and DISTRICT ENGINEER. It is anticipated that startup testing will take approximately 8 hours of representative time.

i. Perform a review of operating manuals to be submittal by the Contractor for mechanical and electrical equipment associated with the proposed generator and supporting components. It is anticipated that up to (4) operating manuals will be submitted for review.

j. Conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the DISTRICT ENGINEER may recommend, in writing, final payment to Contractor and give written notice to the DISTRICT and the Contractor that the work is acceptable.

k. Prepare a set of reproducible as-built Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor and third-party inspector to the DISTRICT ENGINEER and which DISTRICT ENGINEER and the DISTRICT consider significant.

l. Review Contractor closeout documentation (to be submitted with each Final Pay Request), to include but not be limited to warranties, release of liens and related documentation as required by the County for permit closeout and/or funding agencies.

Task 2: Construction Observation

During the Construction Phase, DISTRICT ENGINEER shall provide a residential project representative (RPR) to perform general Construction Observation services to consist of the following tasks described below. Our services are based on 20 hours per week and an overall estimated construction period of 3 months. It is also estimated that although an average of 20 hours per week is proposed, there will be periods when full-time inspection is required. As such, our scope of services is based on providing a single resident project representative (RPR) 20 hours per week over a 3 month period, for an estimated 250 hours. These services will be performed as a not-to-exceed basis while construction activities are being performed. If more than 250 hours is required, then additional authorization will be necessary.

Engineering services for the proposed improvements shall include the following services:

a. Up to 320 hours of field time construction observation for the proposed improvements.

b. The preparation of daily construction observation reports, which will include descriptions and photographs of the observed condition. Inspection reports will be submitted electronically to the DISTRICT ENGINEER in PDF format.

c. The immediate notification if any improvement has been or is being constructed in disagreement with the conformed Contract Documents.

d. Coordination of the DISTRICT ENGINEER as needed.

e. Review proposed progress payments with Contractor in advance of submittal to the DISTRICT and DISTRICT ENGINEER and communicate as to acceptance of said pay requests.

f. Review requests in the field by the Contractor with the DISTRICT and DISTRICT ENGINEER as to potential change requests.

Review of Work and Rejection of Defective Work:

g. Conduct on-site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents.

h. Report to the DISTRICT and DISTRICT ENGINEER when RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection or approval required to be made; and advise of that part of work in progress that staff believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

Records:

i. Maintain records for use in preparing Project documentation.

j. Upon completion of the Work, furnish original set of all construction related project documentation.

Completion:

k. Before the DISTRICT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

l. Participate in a final inspection in the company of the DISTRICT ENGINEER and Contractor and prepare a final list of items to be completed or corrected.

m. Observe whether all items on final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

RPR staff members shall not:

n. Authorize any deviation from the Contract Documents or substitution of materials.

o. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

p. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

q. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the Contractor.

r. Perform observation services for other construction activities not directly related to the proposed utility relocation efforts as described herein.

Notes:

1. This scope of services does not include survey, or geotechnical investigative services. Previous design was based on best available data provided by the DISTRICT.

SECTION 4.00 CHANGE(S) IN COMPENSATION

The compensation the DISTRICT ENGINEER shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in Section 1.00, Scope of Services set forth in this TASK AUTHORIZATION NO. FY 2023-7 shall be as follows:

Note: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the DISTRICT ENGINEER should be established and set forth below for each task or sub-task described and authorized in Section 1.00, Scope of Services.

Task Number	Task Title	Amount of Compensation	Basis of Compensation LS or NTE
1	Construction Management	$33,760	NTE
2	Construction Observation	$32,000	NTE
TOTAL (Unless list is continued on next page)		$65,760	NTE

SECTION 5.00 TIME AND SCHEDULE OF PERFORMANCE

The time and schedule of completion for the various phases or tasks required to provide and perform the services, tasks, or work set forth in this TASK AUTHORIZATION NO. FY 2023-7 is as follows:

Phase and/or Task Reference as Enumerated in EXHIBIT A	Name or Title of Phase and/or Task	Number of Calendar Days For Completion of Each Phase and/or Task	Cumulative Number of Calendar Days For Completion from Date of Notice to Proceed For this CO or STA
1	Construction Management	520	520
2	Construction Observation	520	520

SECTION 6.00 SUBCONSULTANTS

THE DISTRICT ENGINEER intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist in providing and performing the services, tasks, or work required under this TASK AUTHORIZATION NO. FY 2023-7:

(If none, enter the word “none” in the space below).

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant’s Insurance Coverage	
		Yes	No	Type	Yes	No
N/A	None .					

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT
TASK AUTHORIZATION NO. FY 2023-7

CONTRACT/PROJECT NAME: CONSTRUCTION MANAGEMENT – IRRIGATION PUMP STATION GENERATOR

DISTRICT ENGINEER: Tetra Tech, Inc.

REQUESTED BY: Chelsea O'Riley DATE OF REQUEST: 1/23/23

Upon the completion and execution of this Task Authorization by both parties the DISTRICT ENGINEER is authorized to and shall proceed with the services described above under Section 3.00.

It is understood and agreed that the acceptance of this Task Authorization by the DISTRICT ENGINEER constitutes an accord and satisfaction.

TETRA TECH, INC.

By: _____
Daniel M. Nelson, P.E.
Vice President

Date: 2/21/23

LEGAL REVIEW:

By: _____
Anthony Pires, Jr.

Date: _____

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Flavia Walsh, Chairman

Date: _____

Price Proposal

Construction Management - IRR Pump Station

Construction phase services for installation of new generator

Submitted to: Gateway Services CDD

Contract Type: T&M

Project Phases / Tasks	Total Labor Hrs	Project Manager 1	Engineer 1	Sr Engineer 2	CAD Tech 3	Construction Project Rep 2	Project Engineer 2
Bill Rate >		175.00	110.00	250.00	110.00	120.00	190.00
	481	54	77	6	44	250	50
Task 1 - Bidding & Construction Management	**231**	**54**	**77**	**6**	**44**	**-**	**50**
Conformed Documents	19	1	4	2	12		
Pre-Construction Meeting	4	3	1				
Progress Meetings (6)	20	16	4				
Engineer Site Visits (8)	26	6	20				
Shop Drawing Review (15)	42	4	16	2			20
Change Order Assistance (1)	14	2	4	2	2		4
Reivew of Applications for Payment (15)	12	8	4				
Startup Testing	14	4					10
O&M Manual Review/Approval	22	2	4				16
Substantial Completion Walkthrough	6	2	4				
Final Completion Walkthrough	6	2	4				
As-Built Drawings	40	2	8		30		
Contract Closeout	6	2	4				
Task 2 - Construction Observation	**250**	**-**	**-**	**-**	**-**	**250**	**-**
Residential Project Representation	250					250	
Totals	**481**	**54**	**77**	**6**	**44**	**250**	**50**

Price Summary / Totals

Task Pricing Totals	65,760
Total Price	**65,760**

Pricing by Resource

	Labor	Travel	ODCs	Task Pricing Totals
	63,760	2,000	-	65,760
Task 1 - Bidding & Construction Management	**33,760**	**-**	**-**	**33,760**
Conformed Documents	2,435			2,435
Pre-Construction Meeting	635			635
Progress Meetings (6)	3,240			3,240
Engineer Site Visits (8)	3,250			3,250
Shop Drawing Review (15)	6,760			6,760
Change Order Assistance (1)	2,270			2,270
Reivew of Applications for Payment (15)	1,840			1,840
Startup Testing	2,600			2,600
O&M Manual Review/Approval	3,830			3,830
Substantial Completion Walkthrough	790			790
Final Completion Walkthrough	790			790
As-Built Drawings	4,530			4,530
Contract Closeout	790			790
Task 2 - Construction Observation	**30,000**	**2,000**	**-**	**32,000**
Residential Project Representation	30,000	2,000		32,000
Totals	**63,760**	**2,000**	**-**	**65,760**

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.C**

North Haven Development Board Consideration for Approval

1. **Requested Motion**: **Meeting Date**: April 6, 2023

Approve to accept the Plans and Notice of Application Approval with conditions for the North Haven Development and authorize the District Manager to take appropriate action.

Why the action is necessary:

Per the Permit Criteria Manual, the Board of Supervisors must approve the application for private development.

What the action accomplishes:

Approves the application for North Haven. Execution of this approval is contingent on review and approval by the District Attorney and recommendation of acceptance by the District Engineer and the receipt of the Performance Bond.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Chelsea O'Riley

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5. **Background**:

The North Haven Development consists of 98-units comprised of two story 6- and 8-plex structures on approximately 8.32 acres just west of Gateway Boulevard and north of the Pelican Preserve Emergency Access Road (location map and Engineer's Report is attached). Mark Ambach is the developer and the engineering work is being performed by Hole Montes.

Hole Montes made the final submittal on January 3, 2023 (attached). This submittal was brought in front of the Board of Supervisors for their final determination regarding the aerator requirements and was determined that per the Permit Criteria Manual, aerators were required.

The following documents are attached for reference:

1. North Haven final submittal
2. Comment Review
3. Opinion of Probable Costs
4. Original Performance Bond
5. Draft Notice of Application Approval with Conditions
6. Engineers Report
7. Attorneys Report

Attachments:

1. #1 & #2 & #6 & #7 Engineers Report - NorthHaven_Review_RAI#3 Final Approval.pdf
2. #3-North Haven Engineer Opinion of Probable Cost - GSDCDD Facilities 02_21_2023.pdf
3. #4 Original Performance Bond-North Haven.pdf
4. #5 - Letter of Approval - North Haven.docx
5. Notice of Relocation of Drainage Easement(13111917.1).docx
6. Partial release and vacation.docx

6. **Alternative Action**:
Do not approve.

7. **Staff Recommendations**:
Approve the request and authorize the District Manager to take appropriate action.

TETRA TECH

MEMORANDUM

To: Gateway Services CDD

From: Steven Agapi, P.E., Tetra Tech

Date: February 23, 2023

Re: Gateway North Haven

Tt # 200-37678- GSCDD

The North Haven project is intended to be a 98-unit community comprised of two story 6- and 8-plex structures. The proposed project is located on the west side of Gateway Boulevard north of Hidden Links. The water, wastewater, and stormwater improvements will be conveyed to Gateway Services CDD after completion of the project. The roads will be privately owned and maintained. Tetra Tech has completed the review of the North Haven submittal package received from Hole Montes Engineering, Inc. in accordance with the Gateway Services Community Development District Permit Criteria Manual. Our recommendation is that the board approve the permit for construction with the conditions indicated below.

The following comments and conditions were noted during the review:

General:

1. **GSCDD Comment (9/14/22):** What improvements are intended to be conveyed to the GSCDD?
   HM Response (10/27/22): Wastewater mains and lift station up to service cleanout; water mains up to meter, 48" storm sewer replacing the open swale drainage easement including inlet structures.
   TT Response (11/16/22): Accepted

2. **WPL Comment (9/14/22):** The developer should submit a detailed easement vacation request graphically depicting the location of the areas proposed to be vacated and confirming the recording information of the easement interest to be vacated.
   HM Response (10/27/22): It is our intent to prepare a sketch and legal description to vacate the existing 60-foot drainage easement (OR 3562 PG 3775) for that portion lying within the confines of the land owned by the developer, prior to any vertical construction. We would use the easement vacation form provided by GSCDD or coordinate a form to their acceptance. Once signed, we will record the instrument with the Clerk of Courts. The project survey is based upon title certification, so that

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will be provided and updated to GSCDD standards. Attached is an exhibit that shows the proposed easements, and easement area to be vacated.
WPL Response (2/8/23): Accepted. Vacate the existing 60-foot drainage easement (OR 3562 PG 3775) for that portion lying within the confines of the land owned by the developer and provide a replacement drainage easement acceptable to the GSCDD. The form and content of the attached draft "Partial Release and Vacation of Easement" and "Notice of Relocation of Drainage Easement" are in acceptable form. No final approval and no acceptance of improvements until all vacation/conveyance/easement/relocation documents have been accepted by the Board of Supervisors at a public meeting of the Board.

3. **WPL Comment (9/14/22):** As to the lake tract that is indicated as being existing but unplatted and approximately 7.21 acres in size, it was not clear from the materials submitted as to whether the developer is proposing to deed the lake tract to the District by way of a metes and bounds description or whether the developer is planning on platting the project and dedicating the lake tract to the District. Please provide a clarification.
HM Response (10/27/22): The lake will be deeded to GSCDD by sketch and legal which is allowed per Lee County Section 10-215 (2). Title data and survey will be provided. We would appreciate it if this could be done as part of the construction acceptance process.
WPL Response (2/8/23): Accepted. Deliver executed deed, title commitment, record drawings, data, affidavits, bill of sale and ALTA survey for review as part of the construction acceptance process. No final approval and no acceptance of improvements until all vacation/conveyance/easement/relocation documents have been accepted by the Board of Supervisors at a public meeting of the Board.

4. **WPL Comment (9/14/22):** With regards to the proposed drainage that would enter the lake from the City of Fort Myers future Plantation Parkway Extension area, an easement would need to be granted to the District for that portion of the stormwater system that crosses the developer's property to enter the lake.
HM Response (10/27/22): The access within Plantation Parkway extension right-of-way is temporary. The city agreed to allow this until future roadway improvements are constructed. We can certainly provide the easement as requested, but it seems this will only be short-term. We would appreciate it if this could be done as part of the construction acceptance process.
WPL Response (11/16/22): Do you have authorization form the City of Fort Myers for pipe install and who maintains in perpetuity?

HM response (1/3/23): The City permit is ready to be issued and the developer will install the access and all drainage. The Developer will operate and maintain until the City accepts the improvements and then at that time will be the O and M entity.
WPL Response (2/8/23) Accepted. A drainage easement needs to be granted to the District for that portion of the stormwater system that crosses the developer's property to enter the lake. No final approval and no acceptance of improvements until all vacation/conveyance/relocation/easement documents have been delivered to and accepted by the Board of Supervisors at a public meeting of the Board.

5. **WPL Comment (9/14/23):** Aerators need to be installed in the lake, pursuant to the current District Permit Criterial Manual. Along those lines, sheet 6 of the Utility Plan needs to properly reference the Permit Criteria Manual and its date and the name of the District.
   HM Response (10/27/22): The lake was accepted by GSCDD as the O and M entity. It seems GSCDD would be responsible for adding aerators. Sheet 6 has been updated with GSCDD reference.
   WPL Response (11/16/22): Developer is responsible per PCM to install aerators.
   HM Responses (1/3/2023): Attached are aerator calculations and they will be installed by the Developer.
   TT Response (1/25/23): Accepted

6. **WPL Comment (9/14/22):** Please confirm that there is unencumbered ingress/egress and access granted to the District to access the lake tract off of a public road right of way. While there is a thirty (30) foot easement in favor of the District along the southern portion of the development, a separate ingress/egress and access easement needs to be provided.
   HM Response (10/27/22): Attached is an exhibit that shows the proposed easements, and easement area to be vacated, as well as an Access Easement to be dedicated over the development roadway to access the utility infrastructure, drainage, and lake maintenance easement.
   WPL Response (2/8/23): Accepted. Deliver required executed vacation of easement, grant(s) of easement, title commitment, record drawings, data, affidavits, bill of sale and ALTA survey for review as part of the construction acceptance process. No final approval and no acceptance of improvements until all vacation/conveyance/easement documents have been accepted by the Board of Supervisors at a public meeting of the Board.

7. **WPL Comment (9/14/22):** Ingress/egress and access over all of the streets and roads within North Haven need to be granted to the District for the District to access, operate, maintain, construct, reconstruct etc., any of its facilities or systems within North Haven.
   HM Response (10/27/22): Attached is an exhibit that shows the proposed easements, and easement area to be vacated, as well as an Access Easement to be dedicated over the development roadway to access the utility infrastructure, drainage, and lake maintenance easement.
   WPL Response (2/8/23): Accepted. Deliver executed Access Easement in favor of the District over the development roadway for access to utility infrastructure, drainage, and lake maintenance easement; along with the above noted vacation of easement, grant(s) of easement, title commitment, record drawings, data, affidavits, bill of sale and ALTA survey for review as part of the construction acceptance process. No final approval and no acceptance of improvements until all vacation/conveyance/easement documents have been accepted by the Board of Supervisors at a public meeting of the Board.

8. **WPL Comment (9/14/22):** Please provide a sketch and legal description of the proposed twenty (20) foot Lake Maintenance Easement to be granted in favor of the District along with all other proposed easements.
   HM Response (10/27/22): Along with the deeding of the lake tract, we will prepare a sketch and legal description for the proposed 20-foot Lake Maintenance Easement. We would appreciate it if this could be done as part of the construction acceptance process.
   WPL Response (2/8/23): Accepted. Deliver grant(s) of easement, title commitment, record drawings, data, affidavits, bill of sale and ALTA survey for review as part of the construction acceptance process. No final approval and no acceptance of improvements until all vacation/conveyance documents accepted by the Board of Supervisors at a public meeting of the Board.

Stormwater:

1. **TT Comment (7/6/22):** Runoff from buildings and lots adjacent to the lake must have pipes incorporated to collect the stormwater runoff directed to the lake. Sheet flow to the lake is not allowed.
   HM Response (7/26/22): We have provided a note on Civil Plan sheet 5 indicating all roof downspouts directed toward the lake will be piped to lake. We have also added spot elevations showing sideways directed to the roadway and that drainage system.
   TT Comment (2/23/23): Please include a detail showing the typical installation of the drain line from the downspouts to the lake. Pipe shall be double wall HDPE. Also, the

GSCDD will not be responsible for maintenance of the drain lines. Ownership and maintenance of the drain lines will fall to the Owners or HOA. Alternatively, the roof runoff can be routed to street.
HM Response (10/27/22): Please refer to plan set sheet 5, pipes have been added to connect roof drains to the lake by pipe
TT Comment (11/16/22): Accepted

2. **TT Comment (7/6/22):** Do the drainage calculations account for the pollution retardant basins in the pipe network? Preference would be to have uninterrupted flow through the proposed 48" pipe.
   HM Response (7/26/22): The area beneath the skimmer plate for Pollution Retardant Basin PRB), Structure #8 is 2.5 ft. by 6 ft or 15 SF, while the 48" pipe has an area of only about 12.6 SF. Due to the greater area provided and similar roughness coefficients, the PRB does not impose a restriction and flow is uninterrupted aside from minor junction losses.
   TT Comment (11/16/22): Accepted.

3. **TT Comment (7/6/22):** The roadway drainage in the City of Fort Myers ROW needs to enter the lake via pipe not open swale. Provide catch basin and outfall with headwall to the lake.
   HM Response (7/26/22): The access has been revised to include not only a inlet structure to receive the drainage from the roadway and other adjacent areas, but we also added water quality treatment storage prior to discharge to the lake with control device bleeder.
   TT Comment (9/14/22): Who will be responsible for maintenance of the stormwater facilities within the City of Fort Myers ROW?
   HM Response (10/27/22): City of Fort Myers will be responsible for those portions within their right of way.
   TT Comment (11/16/22): Has a permit from the City of Fort Myers indicating that they are responsible for maintenance of the proposed improvements?
   HM response (1/3/23): The City permit is ready to be issued and the developer will install the access and all drainage. The Developer will operate and maintain until the City accepts the improvements and then at that time will be the O and M entity.
   TT Comment (1/25/23): Accepted

4. **TT Comment (7/6/22):** Provide aeration for the lake. See Permit Criteria Manual for requirements.
   HM Response (7/26/22): Please refer to attached SFWMD documents when the lake was transferred to GSD for Operation and Maintenance. This lake is now part of the overall GSD Lake system 3. Aeration to be provided by GSD at their discretion.

TT Comment (9/14/22): Per the Permit Criteria Manual (PCM), all new projects on lakes must have aeration provided per the minimum requirements of the PCM. The aeration equipment shall be installed in a drainage easement or lake maintenance easement with its own electrical service and meter. The aeration system will be operated ana maintained by the GSCDD.
HM Response (10/27/22): The lake was accepted by GSD as the O and M entity. It seems GSCDD would be responsible to add aerators. The Developer would be amenable to participating in their fair share of the installation cost.
TT Comment (11/16/22): See General Comment 5.
HM Responses (1/3/23): Attached are aerator calculations and they will be installed by the Developer.
TT Comment (1/25/23): Accepted

5. **TT Comment (7/6/22):** An easement for STR 5 needs to be provided.
   HM Response (7/26/22): The proposed easement delineation has been revised to include drainage structure #5.
   TT Comment (11/16/22): Accepted.

6. **TT Comment (7/6/22):** Call out lengths, type, and inverts for stormwater infrastructure on plan and profile sheets.
   HM Response (7/26/22): The plan and profile sheets have been revised to include all information as requested. We also added a sheet for the plan and profile related to the GSD storm sewer replacing the existing Stoneybrook outfall ditch.
   TT Comment (9/14/22): Sheet 9A calls out STR #6 as a valley gutter. Please revise.
   HM Response (10/27/22): Sheet 9A has been corrected, STR #6 has a manhole frame and cover.
   TT Comment (11/16/22): Accepted

7. **TT Comment (9/14/22):** The landscaping plans show trees in the Lake Maintenance and Drainage Easements. No trees shall be planted within the Lake Maintenance or Drainage Easements. Shrubs and other plantings are acceptable however, they may be removed in the future by the GSCDD for access or maintenance purposes with no obligation for replacement. Trees planted along the lake bank outside of the easement must be native.
   HM Response (10/27/22): Any proposed vegetation which would obstruct the maintenance of the lake by GSD within the easement area has been relocated or deleted.
   TT Comment (11/16/22): Accepted

Utilities:

1. **TT Comment (7/6/22):** Add a note that the project will confirm to Lee County Utilities Technical Specifications.
   HM Response (7/26/22): Please refer to General Utility Note 8, located on Utility Plan sheet 6.
   TT Comment (9/14/22): Accepted.

2. **TT Comment (7/6/22):** The proposed lift station is shown on top of an existing 60" RCP. Please see provided Record Drawings for this pipe and revise accordingly.
   HM Response (7/26/22): The lift station has been relocated to resolve conflict and located outside of easement. The easement will remain.
   TT Comment (11/16/22): Accepted.

3. **TT Comment (7/6/22):** The tie-in pressure for the proposed force main is 36 psi. This is the pressure with one pump on throughout the system. Please revise the proposed pump and provide a Sulzer pump for the proposed lift station.
   HM Response (7/26/22): The lift station calculations have been revised with this tie-in pressure provided.
   TT Comment (9/14/22): The provided pump curve shows that the pump will be at its limit of approximately 36 psi which is the tie-in pressure. Please provide a pump curve that has a wider operating range around this pressure.
   HM Response (10/27/22): Refer to sheet 16 for the revised pump curve.
   TT Comment (11/16/22): Accepted.

4. **TT Comment (7/6/22):** The plans show a tie-in to an existing 6" force main. The force main is actually a 12" force main.
   HM Response (7/26/22): The plan has been updated to reflect the correct force main diameter as provided.
   TT Comment (11/16/22): Accepted.

5. **TT Comment (7/6/22):** The Master Utility Plan shows a 10" potable master water meter and 2.5" meters for buildings. Project shall not be master metered. If sufficient, provide 2" meters per building instead of 2.5" meters for two buildings. Include easement to each meter and over the roads.
   HM Response (7/26/22): The potable metering has been revised to meet the request with separate meter for each building. Proposed easements are provided and are up to and including meters.
   TT Comment (9/14/22): Provide easements for the potable water meters.
   HM Response (10/27/22): Easements for the potable water meters will be provided during the construction close out process.

GSCDD Comment (11/16/22): Easements shall be provided for in advance of construction.
HM response (1/3/23): sketch and legal with utility agreement is attached for acceptance.
TT Comment (1/25/23): Accepted.

6. **TT Comment (7/6/22):** Provide details on the service connections to the main. Call out size, material, and casing as necessary.
   HM Response (7/26/22): The service connections have been shown on plan and profile sheets.
   TT Comment (9/14/22): Combine service and fire lines crossing the street to minimize street crossings.
   HM Response (10/27/22): Refer to sheet 6, 7, 8 and 9; water and fire line has been combined for single street crossing.
   TT Comment (11/16/22): Accepted.

7. **TT Comment (7/6/22):** If 2" meters are sufficient place meters, curb stop and check valve in a Carson HDPE meter box. Revise plans and details accordingly.
   HM Response (7/26/22): Please refer to General Utility Note 9, located on Utility Plan sheet 6.
   TT Comment (11/16/22): Accepted.

8. **TT Comment (7/6/22):** Provide a permanent bacterial sample point at furthest point from water main connection. Use Collier County Detail W-6.
   HM Response (7/26/22): A bacteriological sampling point has been added to Utility Plan sheet 6 and corresponding plan and profile sheet.
   TT Comment (9/14/22): Sample point is drawn in the travel lane on Sheet 6. Move to green space and include easement.
   HM Response (10/27/22): Refer to sheet #6 the sample point has been moved to the northwest side of the street.
   TT Comment (11/16/22): Accepted.

9. **TT Comment (7/6/22):** Plans show gravity pipe being SDR 35. Use minimum SDR 26.
   HM Response (7/26/22): Wastewater pipe has been revised.
   TT Comment (9/14/22): The laterals are still called out as SDR 35. Please revise.
   HM Response (10/27/22): The laterals labels have been updated.
   TT Comment (11/16/22): Accepted

10. **TT Comment (7/6/22):** Call out on the plans and profile where the water main will be DR 14 under the road crossings.

HM Response (7/26/22): Water main pipe has been revised.
TT Comment (11/26/22): Accepted.

11. **TT Comment (7/6/22):** Several sewer lateral clean-outs are located outside of the proposed easement. A cleanout needs to be provided within the limits of the easement which will also delineate the responsibility for maintenance.
HM Response (7/26/22): The cleanouts have been revised to be within easement areas.
TT Comment (11/16/22): Accepted.

12. **TT Comment (7/6/22):** Provide a profile of the proposed directional drills showing existing utilities and transition back to PVC.
HM Response (7/26/22): A plan and profile sheet has been prepared for Gateway Blvd. utility improvements.
TT Comment (9/14/22): Please include this sheet**.**
HM Response (10/27/22): Sheet 9 has been revised; STR #6 includes a manhole frame and cover. Sheet 9A has been corrected; STR #6 includes a manhole frame and cover.
TT Comment (11/16/22): The proposed 10" watermain is still in conflict with the 12" irrigation main, revise plan and profile to reflect this. Also, show the irrigation main and force main in the profile. Provide ARV on upstream side of drill.
HM response (1/3/23): A new plan sheet has been added to show the back tap of the main and resolution of the conflict as mentioned. Please refer to civil plan sheet 9A.
TT Comment (1/25/23): Accepted.

13. **TT Comment (7/6/22):** Add gate valves on the west side of the proposed HDDs.
HM Response (7/26/22): Gate valves have been added.
TT Comment (9/14/22): Call out the added gate valve for the Irrigation line.
HM Response (10/27/22): Refer to Sheet 6 for the gate valve call out.
TT Comment (11/16/22): Accepted

14. **TT Comment (7/6/22):** Call out fittings and valves in plan view including fire hydrant valves.
HM Response (7/26/22): Plan and profile sheets have been revised to include information requested.
TT Comment (9/14/22): Accepted.

15. **TT Comment (7/6/22):** Include scaled site plan of lift station showing fence, driveway, odor control unit, wetwell, panel, water service and valve vault.
HM Response (7/26/22): Plan and Profile sheet added with information as requested.
TT Comment (9/14/22): Accepted.

16. **TT Comment (7/6/22):** Provide odor control unit at lift station.
    HM Response (7/26/22): Please refer to updated GSD lift station detail sheet.
    TT Comment (9/14/22): Accepted.

17. **TT Comment (7/6/22):** Provide water service to lift station.
    HM Response (7/26/22): Water Service Provided.
    TT Comment (9/14/22): Accepted.

18. **TT Comment (7/6/22):** Provide driveway from road to wetwell. Gravel inside fence.
    HM Response (7/26/22): The lift station location has been revised due to the encroachment into the existing drainage easement. The new location provides an access internal to the project but accessible by the proposed access and parking area.
    TT Comment (9/14/22): Provide asphalt or concrete driveway to lift station. Gravel is okay inside of fence.
    HM Response (10/27/22): The access to the lift station enclosure is asphalt as requested.
    TT Comment (11/16/22): Accepted.

19. **TT Comment (7/6/22):** Lift station vault shows underdrain. Provide a side drain, with a P-Trap on the well side outlet.
    HM Response (7/26/22): Plan and Profile sheet added with information as requested.
    TT Comment (9/14/22): Accepted.

20. **TT Comment (7/6/22):** Add a 4" HDPE quick-connect into stations wet-well for emergency bypass pump connections.
    HM Response (7/26/22): Please refer to updated GSD lift station detail sheet.
    TT Comment (9/14/22): Accepted.

21. **TT Comment (7/6/22):** Remove basket on the incoming gravity sewer.
    HM Response (7/26/22): Please refer to updated GSD lift station detail sheet.
    TT Comment (9/14/22): Accepted.

22. **TT Comment (7/6/22):** No hatch in the wet well lid for a basket
    HM Response (7/26/22): Please refer to updated GSD lift station detail sheet.
    TT Comment (1/25/23) Accepted.

23. **TT Comment (7/6/22):** See provided panel details.
    HM Response (7/26/22): Please refer to updated panel details.
    TT Comment (9/14/22): Provide panel rack detail.
    HM Response (10/27/22): See sheet 18 for panel rack detail.
    TT Comment (11/16/22): Accepted.

24. **TT Comment (7/6/22):** The electric service needs a fused stainless steel disconnect.
HM Response (7/26/22): Please refer to updated service details.
TT Comment (9/14/22): Provide panel rack detail.
HM Response (10/27/22): See sheet 18 for panel rack detail.
TT Comment (11/16/22): Accepted.

25. **TT Comment (7/6/22):** Emergence power breaker to be the same as the MAIN breaker.
HM Response (7/26/22): Please refer to updated service details.
TT Comment (9/14/22): Provide panel rack detail.
HM Response (10/27/22): See sheet 18 for panel rack detail.
TT Comment (11/16/22): Accepted.

26. **TT Comment (7/6/22):** The panel posts can be 4" aluminum buried 42" to 48"and set 6' apart.
HM Response (7/26/22): Please refer to updated GSD lift station detail sheet.
TT Comment (9/14/22): Provide panel rack detail.
HM Response (10/27/22): See sheet 18 for panel rack detail.
TT Comment (11/16/22): Accepted.

27. **TT Comment (7/6/22):** The Unistrut needs to be 12-gauge stainless steel.
HM Response (7/26/22): Please refer to updated GSD lift station detail sheet.
TT Comment (9/14/22): Provide panel rack detail. 6" Aluminum C channel is okay.
HM Response (10/27/22): See sheet 18 for panel rack detail.
TT Comment (11/16/22): Accepted.

28. **TT Comment (7/6/22):** Ground rods need to be copper bonded 5/8x10'.
HM Response (7/26/22): Please refer to updated GSD lift station detail sheet.
TT Comment (9/14/22): Provide panel rack detail.
HM Response (10/27/22): See sheet 18 for panel rack detail.
TT Comment (11/16/22): Accepted.

29. **TT Comment (7/6/22):** Panel to have MPE SC 2000-10 controller and MPELM-10-50 level transducer and 24 VAC 4- float back up system.
HM Response (7/26/22): Please refer to updated GSD lift station detail sheet.
TT Comment (9/14/22): Controller accepted. Cannot find updated transducer and float back up system.
HM Response (10/27/22): A note has been added to Sheet 18.
TT Comment (11/16/22): Accepted.

30. **TT Comment (7/6/22):** What is the station voltage?

HM Response (7/26/22): 240V
TT Comment (9/14/22): Accepted.

31. **TT Comment (7/6/22):** VFD's if 240V ATV320D15M3C
HM Response (7/26/22): Acknowledged.
TT Comment (9/14/22): Accepted.

32. **TT Comment (7/6/22):** VFD'S IF 480V ATV320D15N4C
HM Response (7/26/22): Not applicable.
TT Comment (9/14/22): Accepted.

33. **TT Comment (7/6/22):** j-box to be 16x16x8 AL. with 3-2" PVC conduit to wet well and 2-2" seal offs between the control panel and j-box mounted to the left of control panel
HM Response (7/26/22): Please refer to updated GSD lift station detail sheet.
TT Comment (9/14/22): Provide panel rack detail.
HM Response (10/27/22): See sheet 18 for panel rack detail.
TT Comment (11/16/22): Accepted.

34. **GSCDD Comment (9/14/22):** Gateway Services CDD will provide maintenance up to the first cleanout on the lateral. It will be the owner's responsibility to maintain anything beyond this first cleanout. Add a note to the utility sheets describing the maintenance responsibilities.
HM Response (10/27/22): A note has been added to Master Utility Plan sheet.
TT Comment (11/16/22): Accepted.

35. **TT Comment (9/14/22):** Show 4-inch gate valves before the Type N Backflows and indicate on the plans or details that GSCDD ownership/maintenance ends at this gate valve.
HM Response (10/27/22): The various utility plan and profile sheets have bene revised with adding gate valve and note defining ownership/maintenance**.**
TT Comment (11/16/22): Accepted.

36. **TT Comment (2/23/23):** Please provide black vinyl coated chain link fence with black privacy slats around lift station.
HM Response (10/27/22): A note has been added to sheet 18.
TT Comment (11/16/22): Accepted.

37. **TT Comment (9/14/22):** Remove the Thompson Pump from Sheet 18.
HM Response (10/27/22): The pump has been removed from the sheet.
TT Comment (11/16/22): Accepted.

38. **TT Comment (9/14/22):** Add a note to the lift station panel details requiring a breaker for the odor control unit.
HM Response (10/27/22): Refer to sheet 17, the note has been added.
TT Comment (11/16/22): Accepted.

END OF MEMORANDUM

CC: GSCDD
Rick Brylanski, P.E., Hole Montes
Anthony Pires, WPL

HOLE MONTES, INC.
6200 Whiskey Creek Dr.
Fort Myers, Fl. 33919
(239) 985-1200

ENGINEER'S COST ESTIMATE FOR GSDCDD IMPROVEMENTS

Project Name: North Haven

County: Lee County

Engineer: Richard E. Brylanski, P.E. | **HM Project No: 2020.034**

Date: Feburuary 21, 2023

ITEM	Unit	Quantity	Unit Cost	Total Cost
WATER DISTRIBUTION				
2" PVC Water Main DR-18	LF	221	$14.95	$3,303.95
10" PVC Water Main DR18	LF	1,571	$35.00	$54,985.00
10" HDPE DR-11 Directional Drill	LF	108	$85.00	$9,180.00
18" HDPE DR-11 Casing Pipe	LF	40	$110.00	$4,400.00
10" Gate Valves	EA	5	$2,200.00	$11,000.00
4" PVC DR-18 Fire line	LF	164	$26.40	$4,329.60
10"x16" Tapping sleeve & Valve	EA	1	$4,900.00	$4,900.00
2" meter & Backflow	EA	18	$1,650.00	$29,700.00
1" meter & Backflow	EA	2	$1,350.00	$2,700.00
3/4" Meter & Backflow	EA	1	$1,200.00	$1,200.00
Fire Hydrant Assembly	EA	5	$3,750.00	$18,750.00
Permanent Sampling Point	EA	1	$1,815.00	$1,815.00
WATER DISTRIBUTION			**Sub-Total**	**$146,263.55**
WASTEWATER SYSTEM				
4" PVC Force Main DR18	LF	40	$22.00	$880.00
4" Plug Valve and Box	EA	1	$1,650.00	$1,650.00
12"x 4" Tapping Sleeve & Valve	EA	1	$3,950.00	$3,950.00
Wastewater dual submersible pump station	LS	1	$220,000.00	$220,000.00
6" PVC Gravity Sewer 0-6' Cut	LF	452	$32.50	$14,690.00
8" PVC Gravity Sewer 0-6' Cut	LF	860	$42.50	$36,550.00
8" PVC Gravity Sewer 6-8' Cut	LF	583	$49.50	$28,858.50
Manhole 0-6' Cut	EA	3	$5,500.00	$16,500.00
Manhole 6-8' Cut	EA	4	$6,600.00	$26,400.00
Manhole 8 - 10' Cut	EA	1	$7,975.00	$7,975.00
6"Cleanout (single)	EA	20	$900.00	$18,000.00
WASTEWATER SYSTEM			**Sub-Total**	**$375,453.50**
STORM DRAINAGE				
48" RCP	LF	423	$208.00	$87,984.00
J-Box w/ Frame & Cover	EA	2	$5,425.00	$10,850.00
J-Box w/ Valley Grate	EA	3	$5,425.00	$16,275.00
J-Box Pollution Retardent Basin w/ Valley Grate	EA	1	$6,450.00	$6,450.00
48" Headwall	EA	1	$4,500.00	$4,500.00
STORM DRAINAGE			**Sub-Total**	**$126,059.00**
				$647,776.05
		10% Contingency		**$64,777.61**
GRAND TOTAL ESTIMATE WITH CONTINGENCY				**$712,553.66**

Digitally signed by Richard Edmund Brylanski P. E. 42339 State of Florida
DN: cn=Richard Edmund Brylanski P. E. 42339 State of Florida, o=Printed copies of the document are not considered signed and sealed and all SHA-1 authentification code must be verified on any electronic copies., ou=The item has been electronically signed and sealed using a SHA-1 authentification codes, email=rickbrylanski@hmeng.com, c=US
Date: 2023.02.21 15:43:14 -05'00'

Bond No.: 800099271

II. Figure II-1 Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
MA Real Estate of Florida, LLC
740 Hibiscus Street
Boca Raton , FL 33486

SURETY (Name and Address of Principal Place of Business):
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER (Name and Address):
Gateway Services Community Development District
13240 Griffin Drive
Fort Myers, FL, 33913

CONTRACT
Date: March 27, 2023
Amount: Seven Hundred Twelve Thousand Five Hundred Fifty Three and 66/100 [$712,553.66]
Description (Name and Location): North Haven – Water Distribution, Wastewater System and Storm Drainage

BOND
Date (Not earlier than Contract Date): March 27, 2023
Amount: Seven Hundred Twelve Thousand Five Hundred Fifty Three and 66/100 [$712,553.66]
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
MA Real Estate of Florida, LLC
Signature:
Name and Title: Mark Ambach
Managing Member

SURETY
Company: (Corp. Seal)
Atlantic Specialty Insurance Company
Signature:
Name and Title: Clinton J. Diers, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature:
Name and Title:

SURETY
Company: (Corp. Seal)

Signature:
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

Marsh & McLennan Agency, LLC
4900 Libbie Mill East Boulevard, Suite 100, Richmond, VA 23230
+ 1 804 915 5638 | Fax: +1 804-648-0655

OneBeacon
INSURANCE GROUP

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John C. Stanchina, Charles Hunter Bendall Jr., Clinton J. Diers, Patricia L. Lewis, Jessica J. Winfree, Ericka Y. Turner, Denise Storey, Scott P. Rooney, John Dufresne**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars ($60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

MANDALY ANN LAMERE
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2023

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of March, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Christopher V. Jerry, Secretary

GATEWAY SERVICES
Community Development District

11922 Fairway Lakes Dr., Suite 1
Fort Myers, FL. 33913

www.gatewaydistrict.org

Flavia Walsh, Chair | Ed Tinkle, Vice Chair | Doug Banks, Supervisor | Bob Geppert, Supervisor | Carole Pankau, Supervisor

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF APPLICATION APPROVAL

In accordance with the Gateway Services Community Development District ("GSCDD") Permit Criteria Manual, approval has been approved and issued by the GSCDD for the following property in Lee County, Florida.

Current Project Name: North Haven
Current Applicable Strap Number(s): 06-45-26-00-00001.1000
Current Street Address: Gateway Hidden Links C/E, Fort Myers, FL. 33913

This document is recorded to serve notice that any improvement to land covered by said approval, including but not limited to grading, drainage or construction must be performed in accordance with the above referenced approval and all other applicable governmental approvals. The contents of the application and the approval are on file with the GSCDD at 11922 Fairway Lakes Drive, Ft. Myers, FL. 33913. The applicant receiving the approval is responsible for construction and completing the improvements in fill compliance with the GSCDD approval and the GSCDD Permit Criteria Manual. **GSCDD will not accept the ownership or responsibility for the operation and maintenance of any improvements that are not constructed in full compliance with the GSCDD approval, the GSCDD Permit Criteria Manual, and all other applicable governmental approvals.**

_____
District Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires: _____

_____
Signature of Notary Public
Notary Public, State of
_____
Printed, Typed or Stamped Name

Commission/Serial No. _____

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
1 INDEPENDENT DRIVE, SUITE 2300
JACKSONVILLE, FLORIDA 32202

NOTICE OF RELOCATION OF DRAINAGE EASEMENT

THIS NOTICE OF RELOCATION OF DRAINAGE EASEMENT ("**Notice**") is made effective _____, 2021, by **MA REAL ESTATE OF FLORIDA, LLC**, a Florida limited liability company ("**Developer**").

RECITALS

A. Developer is the successor in interest to Worthington Holdings, LLC, a Florida limited liability company ("**Worthington**"), with respect to that certain Drainage Easement dated September 20, 2001, and recorded in Official Records Book 03562, at page 3775, of the public records of Lee County, Florida (the "**Drainage Easement**"), by virtue of that certain Assignment of Drainage Easement between Worthington Holdings, LLC and WCI Communities, LLC, a Delaware limited liability company ("**WCI**"), dated September 8, 2020, and recorded under Instrument No. 2020000219855 of the public records of Lee County, Florida, and that certain Assignment of Drainage Easement from WCI to Developer dated April ___, 2021 and recorded under Instrument No. ____, of the public records of Lee County, Florida.

B. Developer, as successor in interest to Bay Colony–Gateway, Inc., a Delaware corporation (**"Bay Colony"**), is the owner of the real property more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Development Parcel**") which includes a portion of the S.R. 82 Drainage Easement Property more particularly described by and defined in the Drainage Easement (the **"SR 82 Drainage Easement").**

C. Pursuant to its rights under the Drainage Easement and as successor in interest to both Worthington with respect to the Drainage Easement and Bay Colony with respect to the Development Parcel, Developer intends to hereby relocate the portion of the S.R. 82 Drainage Easement located within the Development Parcel to the real property more particularly described on **Exhibit B** attached hereto and made a part hereof (the "**Relocated Drainage Parcel**").

NOW THEREFORE, Developer hereby relocates and gives notice of the relocation of the portion of the S.R. 82 Drainage Easement that is located within the Development Parcel to the Relocated Drainage Parcel, and hereby quitclaims and releases from the terms of the Drainage Easement, any portion of the Development Parcel that is located outside of the boundaries of the Relocated Drainage Easement.

IN WITNESS WHEREOF, Developer has executed this Notice as of the date and year first above written.

Signed, sealed and delivered in the presence of:

_____
Print Name:_____

_____
Print Name:_____

MA REAL ESTATE OF FLORIDA, LLC, a Florida limited liability company

By:_____
Mark Ambach, its Manager

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this ____ day of _____, 2021, by Mark Ambach, the Manager of **MA REAL ESTATE OF FLORIDA, LLC**, a Florida limited liability company, on behalf of the company.

_____
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission #_____
My Commission Expires:
He/she is [check one]:
Personally Known _____
OR Produced I.D. _____
Type of Identification Produced
_____

EXHIBIT A

(Development Parcel)

EXHIBIT B

(Relocated Drainage Parcel)

This instrument prepared by
and return to:
Charles Mann
Pavese Law Firm
1833 Hendry Street
Fort Myers, Florida 33901

PARTIAL RELEASE AND VACATION OF EASEMENT

WHEREAS, Bay-Colony Gateway was the original grantor of that certain drainage easement in favor of Worthington Holdings, as recorded in Official Records Book 3562, Page 3775 of the Public Records of Lee County, Florida ("Drainage Easement"); and

WHEREAS, MA Real Estate of Florida, LLC, a Florida limited liability company ("MA Real Estate") is the successor in interest to Bay-Colony Gateway and the owner of the lands burdened by portions of the drainage easement, as more particularly described in attached Exhibit "A" ("Release Area"); and

WHEREAS, MA Real Estate is also the assignee of Worthington's interest in the Drainage Easement; and

WHEREAS, the Drainage Easement allows for the relocation of the Drainage Easement at such time that the lands burdened by the Easement are to be developed; and

WHEREAS, MA Real Estate has relocated the Drainage Easement as set forth in that certain Notice of Relocation of Drainage Easement, recorded in Instrument No. _____ of the Public Records of Lee County, Florida; and

WHEREAS, the GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT, a Community Development District created under Chapter 190 Florida Statutes (hereinafter referred to as "District"), may have an interest in the Drainage Easement; and

WHEREAS, simultaneous with this Partial Release and Vacation of Easement, MA Real Estate has granted a non-exclusive drainage easement to the District over the relocated easement area as set forth in the Notice of Relocation of Drainage Easement; and

WHEREAS, the District is willing to release and vacate the portion of the Drainage Easement constituting the Release Area, as more particularly described on attached Exhibit "A".

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the District hereby relinquishes, releases abandons, and vacates any interest it may have in the Release Area, as more particularly described in Exhibit "A", attached hereto and made a part hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the District has caused these presents to be executed and its seal to be hereunto affixed, by its proper officers thereunto duly authorized this _____ day of _____ 2023.

Signed, sealed and delivered:

GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____
_____, Chairman

Print Name: _____

_____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _____ day of _____ 2023, by _____, as Chairman of the Gateway Services Community Development District, who is personally known to me or has produced a valid driver's license as identification.

(SEAL)

_____
Notary Public
Print Name: _____
My Commission Expires:

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 11.D**

Budget Amendment - Proposed Project Manager Position

1. **Requested Motion**: **Meeting Date**: April 6, 2023

Approve the budget amendment in the amount of $60,000 for the new position within the Public Works Department for the Project Manager position.

Why the action is necessary:

Required to increase the head count for District personnel.

What the action accomplishes:

Approves a budget amendment to fund the new position for the Public Works Department.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Chelsea O'Riley

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Attachments:

1. Public Works Project Manager 2023.docx
2. Gateway Services CDD-Annual.pdf
3. Gateway Services CDD-Hourly.pdf

Financial Impact:

$60,000 from General Fund Reserves

6. **Alternative Action**:

Do not approve.

7. **Staff Recommendations**:

Approve the budget amendment for the funding of the new Project Manager position for Public Works.

GATEWAY SERVICES
Community Development District

11922 Fairway Lakes Drive, Suite 1
Fort Myers, FL 33913
Office: 239.561.1313 Fax 239.561.1350
http://www.gatewaydistrict.org

Position Title: Public Works Project Manager
FLSA: Non-Exempt
Department: Public Works
Position Type: Full-time
Salary: $65,000-$100,000
Reports to: Public Works Director
Effective Date: March 15, 2023

PURPOSE OF JOB: The Project Manager, under the limited supervision of the Public Works Director, performs professional level work related to the planning, organizing, budgeting, and management of District capital improvement projects and in-house repair and rehabilitation projects for the Public Works Department. This position is responsible for execution of all project phases, from planning to closeout of each project, to ensure compliance with all City, County and State standards and regulations. This includes, but is not limited to engaging, supervising, and managing design consultants and construction contractors; development of bid specifications; construction management and contract administration for capital projects and for in-house repair and rehabilitation projects. Work requires considerable latitude in the use of initiative and independent judgment. Seeks technical guidance on unusual or complex problems or issues; reviews work for completeness and accuracy. This position is also required to work during pre and post disaster events.

NOTE: THIS POSITION IS A FULL-TIME POSITION WORKING 40 HOURS PER WEEK. THE WORKING HOURS WILL VARY ACCORDING TO SEASONAL SCHEDULE CHANGES, VACATION, MAINTENANCE SCHEDULE CHANGES, AND STAFFING NEEDS. SOME OVERTIME SHOULD BE ANTICIPATED WITH THIS POSITION.

ESSENTIAL JOB DUTIES

- Performs professional engineering level work in the office and field in connection with typical municipal capital projects such as roads and pavements, storm drainage systems, buildings, and various other civil engineering activities
- Interacts and communicates with various groups and individuals such as the immediate supervisor, other department supervisors and employees, subordinates, engineer and architect consultants, contractors, business owners, residents, sales representatives, regulatory agencies, etc.
- Operates a vehicle and a variety of office/field equipment such as a computer, printer, calculator, measuring devices, engineer's scale, telephone, etc.

GATEWAY SERVICES
Community Development District

11922 Fairway Lakes Drive, Suite 1
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Office: 239.561.1313 Fax 239.561.1350
http://www.gatewaydistrict.org

- Performs all aspects of project management for projects; develops plans, detailed project scopes, technical specifications, and cost estimates; prepares permit applications to obtain all necessary permits; prepares contract documents and bid packages.
- Coordinates projects with other Departments and/or Government entities.
- Identifies and develops scope and budget for new projects; assists in development of Capital Improvement Program.
- Reviews, prepares, and oversees project cost estimates and budgets.
- Works with District staff to solicit projects for bid; reviews and evaluates bid proposals; checks references; makes recommendations on award.
- Obtains price quotes from contractors, manufacturers, and suppliers.
- Monitors and directs public construction projects including preparing bid documents, specifying construction materials and standards, contractor selection, preparing Board agendas and resolutions, project planning and scheduling, and supervising the construction of projects from design through completion to ensure quality and compliance with program standards.
- Schedules and conducts meetings with contractors, consultants, utility company representatives and other appropriate staff to ensure that all parties understand their specific areas of responsibility during the preconstruction and construction phases of projects.
- Assists with permit activities with all required governmental entities.
- Ensures that contractors comply with all Gateway Services CDD requirements prior to construction (i.e. contracts and insurance requirements).
- Performs construction management for projects; issues work authorizations; reviews and approves construction schedules, products submittals, shop drawings, testing results, change order requests, and invoices; performs construction inspections; coordinates with other staff and contractors; ensures compliance with contract documents and regulations; ensures timely deliverables; oversees project budgets.
- Performs construction management administrative functions such as developing and maintaining a project status tracking log and preparing memos, letters, reports, meeting minutes, etc.
- Plans, schedules and oversees all on-site project activities; performs progress inspections of construction activities to ensure quality and conformance with approved designs, specifications and applicable codes and standards.

GATEWAY SERVICES
Community Development District

11922 Fairway Lakes Drive, Suite 1
Fort Myers, FL 33913
Office: 239.561.1313 Fax 239.561.1350
http://www.gatewaydistrict.org

- Identifies and resolves project issues; ensures that projects progress on schedule and on budget.
- Consults with consultants and appropriate staff on problems with design and construction; makes recommendations for problem resolution.
- Responds to and resolves public inquiries and complaints. Investigates issues identified by residents, Public Works personnel, engineers, or other staff; evaluates technical issues; researches and evaluates multiple solutions.
- Follows standards and procedures for substantial completion and final acceptance of Projects.
- Presents to the Board of Supervisors and/or any Advisory Boards or Committees, Civic groups, and the general public on project related issues as needed.
- Completes and/or reviews reports for submittal to regulatory agencies and responds to regulatory requests for information.
- Ensures that legally required recordkeeping and monitoring is accomplished for assigned projects.
- Writes and administers grants; completes all required documentation and requirements during the different phases of projects.
- Receives, reviews, prepares and/or submits various records and reports including billing invoices, job applications, vehicle reports, budget documents, technical reports, payroll reports, monthly reports, work orders, flow charts, performance appraisals, requisitions, progress reports, memos, correspondence, etc.
- Executes various procurement responsibilities, including soliciting, reviewing, and approving vendor proposals; reviews and approves vendor invoices and contractor pay applications.
- Provides technical assistance to various Departments/Staff
- Performs related work as required.
- Performs emergency response duties as assigned.
- Performs other duties of this position or related positions as may become necessary or as directed by the Public Works Director or his/her designee.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job-related duties as required.)

EDUCATION AND EXPERIENCE REQUIREMENTS

GATEWAY SERVICES
Community Development District

11922 Fairway Lakes Drive, Suite 1
Fort Myers, FL 33913
Office: 239.561.1313 Fax 239.561.1350
http://www.gatewaydistrict.org

- Must possess a Bachelor's degree in Civil Engineering, Construction Management, or other closely related field, from an accredited college or university.
- Must have at least six (6) years of work experience in civil engineering or construction management of roadway and/or infrastructure projects with a demonstrated knowledge of the principles, standard methods, and practices of municipal engineering and roadway design and construction.
- Project Management Professional (PMP), Registered Architect, Professional Engineer (PE) license, or Certified General Contractor's license are highly preferred.
- AutoCAD and GIS certifications are not required but are highly preferred. A basic knowledge and understanding of AutoCAD and GIS are required.
- Must be a United States Citizen or eligible to work in the United States.
- Must possess a valid Florida Driver's License with acceptable driving record.
- Must successfully pass a background check, and alcohol and drug test.
- Ability to read and follow written and oral instructions.
- Able to establish and maintain effective working relationships.
- Excellent work history and attendance record preferred.
- Ability to communicate orally and in writing.

Note: Some positions may require specific licenses/certifications such as a CDL either at entry or within a specified time of starting the job.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIREMENTS

- Knowledge of the methods, materials and equipment required for the construction and for the maintenance and repair of public works infrastructure, buildings, and facilities.
- Knowledge of building, electrical, and plumbing codes and construction law for South Florida.
- Knowledge of HVAC, building structural requirements, electrical, plumbing and other applications necessary to develop project plans, determine proper equipment and materials for project design.
- Ability to prepare plans and specifications for minor and capital construction and repair projects.
- Ability to inspect contract repair and construction work.
- Ability to maintain effective working relationships with officials, employees, contractors and the public.
- Knowledge of Federal and State regulations, including knowledge of environmental rules and regulations, permits, etc. and the requirements and procedures for securing grants.
- Knowledge of basic principles and practices of cost estimating, budgets, and accounting.
- Knowledge of drafting and surveying principles.

GATEWAY SERVICES
Community Development District

11922 Fairway Lakes Drive, Suite 1
Fort Myers, FL 33913
Office: 239.561.1313 Fax 239.561.1350
http://www.gatewaydistrict.org

- Skilled in a high level of verbal and written communication for presentations, training, negotiations, and guidance for a wide variety of audiences.
- Skilled in word processing, database, spreadsheet, presentation, and selected job specific software applications.
- Ability to conduct research, analyze and interpret findings, and prepare clear and concise reports.
- Ability to establish and maintain effective working relationships with associates, municipal officials, representatives of other agencies, contractors, and the general public.
- Ability to prepare Requests for Proposals and bid specifications and evaluate proposals.
- Ability to handle a multitude of diverse tasks simultaneously while maintaining an attention to detail for the purpose of ensuring accuracy in task performance.
- Ability to make independent decisions quickly under emergency or stressful conditions and work independently.
- Customer Service and excellent communication skills (written and verbal)
- Work cooperatively with staff and public.
- Act quickly and calmly in emergencies.
- Work outdoors in various weather conditions.
- Knowledge of OSHA regulations and recognized safety operating practices for field monitoring activities, safe workplace.
- Ability to apply computer applications and software.
- Ability to read and interpret blueprints, plats, maps, aerial photos, and diagrams.
- Able to work weekends, varied shifts and odd hours as needed.
- Ability to work in high traffic areas
- Ability to prepare documents, including inventory records, timesheets, material lists and other related documents.

WORKING HOURS/PHYSICAL/ENVIRONMENTAL DEMANDS

- Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, temperature and noise extremes, fumes, hazardous materials, heights, confined spaces, machinery, vibrations, electric currents, traffic hazards, water hazards, bright/dim light, toxic agents, disease, pathogenic substances, or animal/wildlife attacks.
- May be required to work hours other than the regular District hours including, nights, weekends, holidays, and during emergency situations.
- Possess sight/hearing senses, or use of prosthesis that will enable these senses to function adequately so the requirements of this position can be fully met.
- Significant standing, walking, moving, climbing, carrying, bending, and kneeling.

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- Some crawling, reaching, handling, sitting, pushing, and pulling, bending, stooping and digging.
- Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact.
- Task involved the regular, and at times, sustained performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, working in confined spaces and lifting and/or carrying moderately heavy (20 – 50 pound) items and occasionally, very heavy (100 pounds or over).

Reasonable accommodations will be made in accordance with existing ADA requirements for otherwise qualified individuals with a disability.

This job description is not intended to be and should not be construed as an all-inclusive list of all the responsibilities, skills or working conditions associated with the position. While it is intended to accurately reflect the position activities and requirements, management reserves the right to modify, add or remove duties and assign other duties as necessary. This job description does not constitute a written or implied contract of employment.

ECONOMIC RESEARCH INSTITUTE

SALARY ASSESSOR ®

Advanced Report

Specifications:

Prepared for:	Gateway Services CCD	**Planning Date:**	3/20/2023
Industry:	Utilities	**Database as of:**	11/14/2022
Industry Codes:	eSIC: 4900, NAICS: 220000, usSEC: 4900	Printout Date:	3/20/2023

(Items in bold affect salary estimates)

Date Last Updated: 11/14/2022

SALARY ASSESSOR ®

Advanced Report

ECONOMIC RESEARCH INSTITUTE

Advanced Report (Annual / Mean Salary)

#	Job Title	Area	Level	25th Percentile	Mean	75th Percentile
1	Project Manager (Experience)	Florida - State Average	Experience: 1	73,332	82,339	91,629
2	Project Manager (Experience)	Florida - State Average	Experience: 8	99,889	112,065	124,695
3	Project Manager (Experience)	Florida - State Average	Experience: 15	117,411	131,689	147,508
4	Project Manager (Experience)	Fort Myers, Florida	Experience: 1	71,724	80,796	90,233
5	Project Manager (Experience)	Fort Myers, Florida	Experience: 8	98,614	110,799	123,145
6	Project Manager (Experience)	Fort Myers, Florida	Experience: 15	116,060	129,860	144,719
7	Project Manager (Experience)	United States Average	Experience: 1	76,812	85,754	94,912
8	Project Manager (Experience)	United States Average	Experience: 8	103,036	115,045	127,515
9	Project Manager (Experience)	United States Average	Experience: 15	120,329	134,359	149,014

Methodology

Data Collection

ERI gathers data from 3 types of sources: surveys we conduct ourselves, surveys we purchase from other organizations, and reports from publicly traded organization, such as proxies and 10- Ks.

Data Verification

After collecting the data, we conduct QA to ensure the data flowing into the analyses are of the highest quality.

Some examples of QA tasks are job matching by trained analysts, interviewing participants to double-check data that do not fall into parameters, and inspecting data to identify issues such as keying errors or misclassifications.

Analysis

ERI conducts advanced analytics to accurately capture the full scope of an occupation and how it exists in the economy.

ERI is committed to using the best analysis for a given statistical task, including machine learning, meta-analysis, and regression.

These analyses have been validated against independently collected market data.

Quality Assurance

ERI analysts double-check the results for every job every quarter.

This process allows us to be confident in the data we publish.

ERI Results

The end result is a carefully curated dataset that reflects compensation rates with an unparalleled level of accuracy.

ERI provides a comprehensive database of compensation for over 11,500 job titles, 1,000 industries, and 11,000 locations.

ERI data is licensed to subscribers for public business use only(see ERI Services Agreement);
Resale or public distribution of Assessor Data is prohibited
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ERI Economic Research Institute

ECONOMIC RESEARCH INSTITUTE

SALARY ASSESSOR ®

Advanced Report

Specifications:

Prepared for:	Gateway Services CCD	**Planning Date:**	3/20/2023
Industry:	Utilities	**Database as of:**	11/14/2022
Industry Codes:	eSIC: 4900, NAICS: 220000, usSEC: 4900	Printout Date:	3/20/2023

(Items in bold affect salary estimates)

Date Last Updated: 11/14/2022

SALARY ASSESSOR ®

Advanced Report

ECONOMIC RESEARCH INSTITUTE

Advanced Report (Hourly / Mean Salary)

#	Job Title	Area	Level	25th Percentile	Mean	75th Percentile
1	Project Manager (Experience)	Florida - State Average	Experience: 1	35.26	39.59	44.05
2	Project Manager (Experience)	Florida - State Average	Experience: 8	48.02	53.88	59.95
3	Project Manager (Experience)	Florida - State Average	Experience: 15	56.45	63.31	70.92
4	Project Manager (Experience)	Fort Myers, Florida	Experience: 1	34.48	38.84	43.38
5	Project Manager (Experience)	Fort Myers, Florida	Experience: 8	47.41	53.27	59.20
6	Project Manager (Experience)	Fort Myers, Florida	Experience: 15	55.80	62.43	69.58
7	Project Manager (Experience)	United States Average	Experience: 1	36.93	41.23	45.63
8	Project Manager (Experience)	United States Average	Experience: 8	49.54	55.31	61.31
9	Project Manager (Experience)	United States Average	Experience: 15	57.85	64.60	71.64

Methodology

Data Collection

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Data Verification

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ERI Economic Research Institute

ITB-23-05-PW Basin 4 Stormwater System Maintenance and Repairs Award of Contract

1. **Requested Motion**: **Meeting Date**: April 6, 2023

As the lowest, responsive, responsible and most advantageous to the GSCDD bid, approve the contract with Earthview in the not to exceed amount of $669,584.60 to clean, video, report and repair stormwater pipes and catch basins in Basin 4 and authorize the District Manager to execute associated contract documents and allocate the appropriate funds as necessary.

Why the action is necessary:
Exceeds procurement threshold of $30,000.

What the action accomplishes:
Authorizes approval of contract with Earthview for the basin 4 stormwater system maintenance and repairs.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA ITEMS	Administrative Agenda Items	Elle Harris

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5. **Background**:
The work consists of furnishing all materials, tools, supplies, heavy equipment, vehicles and labor necessary for the maintenance, reporting, cleaning and repair as needed of all stormwater drains and catch basins in Basin 4.

Proposals available upon request.

Attachments:
1. Bid_Opening_Tabulation_ITB-23-05-PW.pdf

Financial Impact:
$669,584.60 from fund Account Code 307-546090-53925 Stormwater System Repair & Swale Reclamation (Bond).

6. **Alternative Action**:
Do not approve and re-advertise.

7. **Staff Recommendations**:
Approve and award the contract as recommended.

GATEWAY
SERVICES DISTRICT

Bid Opening Tabulation - Invitations to Bid (ITB)

Bid Number: __ITB-23-05-PW_____

Bid Title: __BASIN 4 STORMWATER SYSTEM MAINTENANCE AND REPAIRS_____

Opening Date & Time: ___Friday, March 17, 2023_____

Opening Time: _____2:15 p.m._____

Staff Present: __Randy Paniagua, Keith Riddle, Elle Harris_____

FIRM	COST
Earthview	$669,584.60
Extreme Golf Course Underwater Solutions Inc. DBA Extreme Divers	$730,892.38
M.R.I. Underwater Specialists, Inc.	$961,600.00
Shenandoah General Construction, LLC	$1,054,168.25
DeAngelo Contracting Service DBA Aquagenix	$2,184,957.00

Award to be made after staff recommendation and Board of Supervisors' Approval at a later date. Bid Tabulation will be available and posted on the District's website following the opening.

Gateway Services Community Development District

Agenda Item Summary **Blue Sheet Number: 14.A**

Agenda Management

1. **Requested Motion**: **Meeting Date**: April 6, 2023

Review and provide comments on agenda management for future board business.

Why the action is necessary:

Provide staff direction.

What the action accomplishes:

Reviews current staff priorities for board items and gives the Board and the public the opportunity to comment/provide input prior to the items coming forth.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
FUTURE BOARD BUSINESS	Administrative Agenda Items	Georgia Johnson

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Attachments:

1. Agenda Management.pdf

Financial Impact:

None

6. **Alternative Action**:

Do nothing.

7. **Staff Recommendations**:

Review and provide staff input.

AGENDA MANAGEMENT

	Subject	Department		Added Date	BOS Date
1	ITB-23-03-UT- Lower Hawthorn Well	Engineer	Chelsea/TT		04.20.2023
2	TA#6 - Lower Hawthorne Well Construction Phase	Admin	Chelsea/Engineer		04.20.2023
3	90% Design Administration Building	Admin	Chelsea		04.20.2023
4	Ratification of Meter Pilot Project Contract - Arcadis	Admin	Chelsea		04.20.2023
5	Change Order - RAB Griffin/Gateway	Engineer	Tetra Tech		04.20.2023
6	Arborwood Phase III Utilities Conveyance	Engineer	Tetra Tech		04.20.2023
7	Prato at Pelican Preserve Developer Bond Release	Engineer	Tetra Tech		04.20.2023
8	Street Sign Conversion Project	Public Works	Chelsea		04.20.2023
9	Golf Carts on County ROW's Determination	Admin	Chelsea		04.20.2023
10	Pond Point Repair Standards/Specifications - DRAFT	Public Works	Tetra Tech		04.20.2023
11	Gateway Charter High School Development Approval	Admin	Tetra Tech		04.20.2023
12	Board Policies and Procedures	Legal	Tony		04.20.2023
13	Monthly Reports	Admin	Georgia		04.20.2023
1	FGUA Interconnect Interlocal Agreement	Admin	Chelsea		05.04.2023
2	Fee Schedule Approval/Adoption	Admin	Laura/Chelsea		05.04.2023
3	Utility Rules Update	Utilities	Leslie/Chelsea		05.04.2023
4	Resolution 2018-04 - Golf Cart Policy Pelican Preserve	Admin	Laura/Tony	02.13.2023	05.04.2023
5	Public Works Storage Facility TA with Tetra Tech	Engineer	Tetra Tech		05.04.2023
6	Phase 3, Year 2024 Lake Bank Restoration 60% Design	Engineer	Tetra Tech		05.04.2023
	Future Board Meetings				
	Administration				
	FPL Streetlight Conversion (Bond)	Admin	Chelsea		06.15.2023
	Board Workshop	Admin	Chelsea	01.20.2023	05.04.2023
	Approve Budget (no later than 6.15.23) and set public hearing	Admin	Laura	02.23.2023	06.01.2023
	Budget approval resolution	Admin	Tony/Laura	02.23.2023	06.01.2023
	Budget reduction discussions	Admin	Laura	02.23.2023	6.15.23 - 7.20.23
	Public Hearing/Adopt Budget	Admin	Laura	02.23.2023	08.17.2023
	Americans with Disabilities Act Compliance (Bond)	Admin	Laura	02.23.2023	TBD
	Geographical Information System (GIS) (Bond)	Utilities	Austin	02.24.2023	TBD
	District Engineer				
	Drainage/Sheet flow issues with SFWMD	Engineer	TT/Elle		TBD
	Public Works/Parks & Rec				
	Lake Bank Point Repairs (Fill, Armormax, Sod) (Bond)	Public Works	Elle	01.26.2023	06.01.2023
	Parks & Rec Standard Operating Procedures	Parks & Rec	Tim	03.02.2023	06.01.2023
	Basins 1-5 video, clean and repair contract (Renewable)	Public Works	Elle	11.10.2022	06.15.2023
	Install Armor Max & Rip Rap Along Flowways Ponds 100 to 102, 82 to 85, 60 to 63 (Bond)	Public Works	Elle	01.19.2023	10.05.2023
	FY 2024 Lake Bank Restoration Construction Contract	Public Works	Engineer	01.26.2023	10.19.2023
	Bathymetric Surveys and Sediment Core Sampling (Bond)	Public Works	Elle	02.24.2023	TBD
	Surface Waters Aerators (Bond)	Public Works	Elle	02.24.2023	TBD
	Stormwater System Repair & Swale Reclamation (Bond)	Public Works	Elle	02.24.2023	TBD
	Road Repair and Replacement (Bond)	Public Works	PW	02.24.2023	TBD
	Curb & Gutter Replacement (Bond)	Public Works	PW	02.24.2023	TBD
	Sidewalk Maintenance & Replacement (Bond)	Public Works	PW	02.24.2023	TBD
	Master Landscape Policy	Parks & Rec	Jim	05.31.2022	TBD
	Parks & Recreations Fields & Amenities (Bond)	Parks & Rec	Tim	02.24.2023	TBD
	Landscape Monument Signs (Bond)	Parks & Rec	Jim	02.24.2023	TBD
	Utilities				
	Meter Box/Oak Tree Diversion	Utilities	TBD	06.13.2022	TBD
	Master Irrigation Renovation (Bond)	Utilities	Chelsea/Jim	02.23.2023	TBD
	Legal				
	Interlocal Agreement with LCSB for Maintenance of RAB by High School	Legal	Tony	1.5.2023	TBD