

**FIDDLER'S CREEK
COMMUNITY
DEVELOPMENT DISTRICTS
#1 & #2**

**JOINT
ACCESS CONTROL
SPECIFICATIONS
WORKSHOP**

December 14, 2011

**Fiddler's Creek Community Development District #1 &
Fiddler's Creek Community Development District #2**

6131 Lyons Road, Suite 100 • Coconut Creek, Florida 33073
Phone: (954) 426-2105 • Fax: (954) 426-2147 • Toll-free: (877) 276-0889

December 7, 2011

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Boards of Supervisors
Fiddler's Creek Community Development District #1 & Fiddler's Creek Community Development District #2

Dear Board Members:

The Boards of Supervisors of the Fiddler's Creek Community Development District #1 & Fiddler's Creek Community Development District #2 will hold a Joint Access Control Specifications Workshop on **Wednesday, December 14, 2011 at 8:00 a.m.**, at the **Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114**. The agenda is as follows:

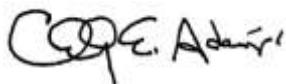
1. Call to Order/Roll Call
2. Discussions: Joint Access Control Specifications
3. Other Business
4. Audience Comments/Supervisors' Requests
5. Adjournment

NEXT MEETINGS: January 25, 2011

- **8:00 A.M. [CDD #1]**
- **10:00 A.M. [CDD #2]**

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley E. Adams, Jr.
District Manager

CA:dg

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL IN NUMBER: 1-888-354-0094

CONFERENCE ID: 8593810

FIDDLER'S CREEK
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#1 & #2

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ACCESS CONTROL SERVICES WITHIN THE DISTRICTS

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SECTION 2
INSTRUCTIONS TO BIDDERS

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2.01. **SEALED PROPOSALS-** Sealed proposals will be received at the time and place designated herein and then publicly opened and read aloud for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.

2.02. **DEFINITION OF TERMS-** Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:

	<u>Districts/Owner</u>	Fiddler's Creek Community Development <u>Districts #1 & #2</u>	Deleted: District
	Bidder	Any Person, firm or corporation submitting a proposal for the work covered by these <u>specifications</u> or his duly authorized representative.	Deleted: District Deleted: specifications,
	Contractor	The person, firm or corporation with whom the <u>Districts have</u> executed a contract for the work herein specified.	Deleted: District Deleted: has
	Manufacturer or Supplier	Any person, firm or corporation other than the Contractor, supplying labor, material or equipment for the work herein specified.	

2.03. **DELIVERY OF PROPOSALS-** All bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the name of the Bidder and his address clearly marked:

Access Control Services for the Districts

Addressed to:

Fiddler's Creek Community Development Districts #1 & #2
 9220 Bonita Beach Road, Suite #214
 Bonita Springs, FL 34135

Attention: Fiddler's Creek Property Manager

2.04. **PROPOSAL GUARANTY-** A certified or cashiers check on a national or state bank, or bid bond, in a sum not less than five percent (5%) of the total amount of the bid, drawn on a national or state bank shall accompany each proposal as a guarantee that the Bidder will, if award is made, promptly enter into an agreement to do the work and furnish the required certificate of insurance. The proposal guaranty shall be returned by the Districts, in accordance with section 2.14 in the Instructions to Bidders. The Bid Bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to:

Fiddler's Creek Community Development Districts #1 & #2

2.05. **PROPOSAL FORMS-** The Bidder shall submit his proposal in duplicate on the forms, on an exact copy of the forms, furnished herewith. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of work called for.

2.06. **SIGNATURE ON PROPOSAL-** The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. The proposal

shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

2.07. **FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility. By execution of the proposal, Bidder represents he has familiarized himself with all such laws, ordinances, rules and regulations.

2.08. **EXAMINATION OF SPECIFICATIONS AND SITE OF WORK-** The Bidder is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. He is also required to examine carefully the specifications, form of agreement, and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

2.09. **QUALIFYING QUESTIONNAIRE AND CONFIDENTIAL FINANCIAL STATEMENT-** If requested by the Districts, Bidders under consideration for award shall furnish a qualifying questionnaire and a certified financial statement, current within the past thirty days in accordance with Section 2.10, which must be a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.

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2.10. **QUALIFICATION OF BIDDERS-** It is required that all Bidders enclose with their sealed bids the following information:

a. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Collier County Occupational License w/number and date of expiration, other appropriate license and/or permits, and banking and credit references.

b. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.

c. List similar contracts for access control services now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.

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d. The Contractor agrees only fully trained and licensed personnel will be assigned to this contract, except that trainees working under direct and continuous supervision in accordance with state law will be acceptable for brief periods not in excess of one month or until certified as completed training.

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e. The contract will be awarded only to responsible Contractors qualified by experience to do the work specified herein. The Bidder shall submit, with his bids, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization licenses, capital, equipment, and machinery to complete the work to the satisfaction of the Districts within the time stated in the proposal.

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2.11. **DISQUALIFICATION OF BIDDER-** More than one bid from an individual, firm, partnership, corporation or association under the same or different name, will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced will be rejected.

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2.12. **RIGHT TO REJECT PROPOSALS-** The Districts reserve the right to reject any and all bids, with or without cause, and to waive technical errors and informalities.

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2.13. **AWARD OF CONTRACT-** The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive* and responsible** high quality bidder whose qualifications indicate the award will be in the best interest of the Districts and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidders and the Districts are satisfied that the bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the owner within the time specified.

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2.14. **BID PROTEST-** Any bidder desiring to formally protest a recommended contract award, shall file a written notice of intent to protest, with the Districts' Manager, within two (2) calendar days (excluding weekends and holidays) from the date of notification and shall file the formal written protest, with the Districts' Manager, within five (5) calendar days (excluding weekends and holidays). The formal written protest shall contain, but not be limited to, the following information:

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- A. The bid or proposal number and/or title
- B. The name and address of the protesting party
- C. A statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate
- D. A concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, case law and constitutional provisions entitling the protesting party to relief
- E. A demand for relief to which the protesting party deems himself entitled
- F. Such other information as the protesting party deems himself entitled

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Failure to timely and properly file a written notice of intent or formal written bid protest shall constitute a waiver of all further proceedings. Once filed, no supplementing of the notice of intent or formal written protest shall be permitted.

The Districts' Manager shall review all timely and properly filed written bid protests, in consultation with the Districts' Counsel, with the approval of the Districts' Board of Supervisors, and issue a written decision, within ten (10) business days stating reasons for the decision and the protesting parties rights to file a written appeal. The decision of the Districts' Board of Supervisors is final and conclusive unless the protesting party timely and properly files subsequent written objection with the Districts' Manager (with a copy to Districts' Counsel) within two (2) calendar days (excluding weekends and holidays), from the date of receipt of the decision.

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In the event of the timely and proper filing of an appeal, pursuant to the above paragraph, and in the event the protest cannot be resolved by mutual consent, the matter will be referred to the Board of Supervisors for final resolution. Neither protesting party nor anyone representing them, shall have private contact with the Districts' Supervisors unless requested in writing to do so, by the Districts' Manager. A hearing shall be conducted to hear the protest. The Districts' Chairmen, or other person as designated by the Chairmen, shall conduct the hearing with the assistance of the Districts' Manager and Counsel.

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The person conducting the hearing shall:

- A. Administer the oaths and affirmations
- B. Regulate the course of the hearing, including any prehearing matters

The Boards of Supervisors shall:

- A. Rule upon offers of proof and receive relevant evidence
- B. Enter orders
- C. Make or receive offers of settlement, stipulation and adjustment

At the conclusion of the hearing, the Boards of Supervisors shall decide the matter and render a written decision.

2.15 **RETURN OF THE PROPOSAL GUARANTY-** As soon as the bid prices have been compared, the Districts may, at the discretion, return the guaranty deposit accompanying such proposals as in it's judgment would not likely be considered in making the award. All other proposal guarantees will be held until the contract has been executed, after which they will be returned to the respective Bidders whose proposals they accompany. All guaranteed deposits for bid bonds shall be returned once the Bidder to whom the contract is awarded executes the contract and provides the Districts with all required Bonds and certificates of insurance.

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2.16 **EXECUTION OF CONTRACT-** Immediately following the award of the contract to the Bidder by the Districts, the attorney for the Districts will prepare a formal contract to be executed by the parties, which contract will be in substantially the same as the form of agreement which is attached to the various papers which were delivered by the Districts or their representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the Districts' Manager the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the state of Florida.

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2.17 **FAILURE TO EXECUTE THE CONTRACT-** The failure on the part of the successful Bidder to execute the contract as required will be just cause for the annulment of the award and, in the event of the annulment of award, the amount of guaranty deposited with the proposal, either in the form of a Certified or Cashier's Check, a Bid Bond, will be retained or paid upon demand by the Districts, not as forfeiture or penalty, but rather will be for liquidated damages, it being agreed to by each Bidder in advance that the owner will sustain certain damages too difficult to accurately ascertain, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a proposal.

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2.18 **TIME AND AWARD-** The Districts reserve the right to hold all bids and bid guarantees for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors.

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2.19 **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the Districts.

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* **Responsive Bidder:** Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.

** **Responsible Bidder:** Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, possesses all necessary licenses and permits and has adequate financial status to meet his obligations contingent to the work.

**SECTION 3
GENERAL CONDITIONS**

3.01 **DEFINITIONS:** Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

- a. **Addenda** - A written explanation, interpretation, change, correction, addition, deletion, or modification affecting the Contract Documents, including specifications issued by the Districts and distributed to the prospective Bidders prior to the bid opening.
- b. **Affidavit** - The instrument which is to be signed by the Contractor and submitted to the Districts, upon completion of the job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the Districts incident to progress payments,
- c. **"And" - "Or"** - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
- d. **Article** - The prime subdivision of a section of these or any other referenced specifications, the Instructions to Bidders, the Special Conditions and the General Conditions.
- e. **Bidder** - An individual, firm, or corporation submitting a proposal for the work contemplated; acting directly or through a duly authorized representative.
- f. **Bid Security or Bid Bond** - The security designated in the proposal to be furnished by the Bidder as guaranty that he will enter into the contract for the work if his/her proposal is accepted.
- g. **Calendar Day** - Any day, including Saturdays, Sundays and Holidays, and regardless of the weather conditions.
- h. **Change Order** - A written order to the Contractor signed by the Districts authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the execution of the contract.
- i. **Contractor** - The person submitting a proposal accepted by the Districts who thereafter enters into a formal contract with the Districts to furnish the work as bid upon. The Contractor has the obligation to deliver to the Districts the completed job in good and workman like condition in accordance with the contract specifications.
- j. **Contract Bond** - The security furnished by the Contractor and surety as a guaranty that the Contractor will fulfill the terms of the contract in accordance with the Specifications and the other Contract Documents, also referred to herein as the Performance Bond.
- k. **Contract Documents** - The Contract Documents, sometimes referred to as the "Specifications", shall mean and include all or part of the following:
 - 1. Notice to Contractor
 - 2. Instructions to Bidders
 - 3. General Conditions
 - 4. Contract/Agreement
 - 5. Proposal
 - 6. Detailed Specifications

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- l. **Equipment** - The machinery and equipment, together with the necessary supplies for the completion of the work.
- m. **Force Account Work** - Work performed in addition to that set forth in the original contract or in supplemental agreements or change orders, and which is paid for the basis of actual cost of materials and labor, plus a fixed percentage of such costs.
- n. **Materials** - Any substance proposed to be used in connection with the construction of any structure, facility, or appurtenance, or of other work, either by the Contractor or by its subcontractors i.e. any substance or equipment purchased by the Contractor for resale to the Districts in the Contract.
- p. **Notices** -
 1. Notice of Acceptance- The official letter from the Districts to the successful Bidder, notifying him/her that he/she has been awarded the Contract.
 2. Notice of Award- Same as Notice of Acceptance
 3. Notice to Proceed- The official letter from the Districts to the Contractor instructing the Contractor to commence work under the Contract.
- q. **Districts** - The Fiddler's Creek Community Development Districts #1 & #2.
- r. **Person** - The word "person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
- s. **Principal** - When used in the Bid Bond or Bid Security, the word "principal" means the same as the word "Bidder". When used in the Contract Bond, the word "principal" means the same as the word "Contractor".
- t. **Pronouns** - The Masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- u. **Proposal** - The offer of the Bidder for the work when completely filled out and properly submitted on the prescribed proposal form, properly signed and guaranteed.
- v. **Proposal Form** - The official form on which the Districts requires formal bids to be prepared and submitted.
- w. **Provided** - As used in the specifications, provided shall be understood to mean "provided complete in place", that is, "furnished and installed". Where as shown, as detailed, as indicated, or words of similar import are used it shall be understood that references to the specifications accompanying these documents are intended unless otherwise expressly stated.
- x. **Resident Project Representative** - ~~If utilized, an~~ authorized representative and/or employee of the Districts assigned to the project to make observations of the work performed by the Contractor.
- y. **Scope of Work** - Includes the Work, as the term as herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

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- z. **Specifications** - The Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.
- aa. **Special Conditions**- Specific clauses supplemental to the other Contract Documents setting forth conditions varying from or additional to the other Contract Documents for the project.
- bb. **State** - State of Florida
- cc. **Subcontractors** - A person supplying labor, materials, supplies, equipment, services, and other incidentals, used directly or indirectly by the Contractor. Such persons has contractual relations with the Contractor, but not with the Districts.
- dd. Supervisor- The Contractor's authorized executive representative, in responsible charge of the work at all times.
- ee. **Surety** - The corporate body which is bound by the Contract Bond with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the work for which the contract has been made and for his prompt payment of all debts pertaining thereto.
- ff. **Work Order** - A written authorization to the Contractor signed by the Districts, concerning the performance of the work and/or the furnishing of materials on a force account basis as provided in the General Conditions.
- gg. **Work** - Shall mean everything expressed or implied, required to furnished and/or done by the Contractor by any one or more of the Contract Documents.

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3.02 **OBLIGATIONS OF BIDDER TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT-**

- a. The Bidder, by and through the submission of his bid, agrees that he shall be held responsible for having therefore examined the site(s), the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, and location of the site, and any other conditions surrounding and affecting the work, and physical characteristics of the job, in order that he may include in the prices which he bids all costs pertaining to the work and thereby provide for the satisfactory Security Patrol thereof.
- b. The Bidder, in preparing his bid, shall take into consideration that work by other contractors may be in progress at or near the site during the performance of the work to which the bid relates and that he will be expected should he be awarded a Contract, to avoid interference with work done by such other contractors and to coordinate his work with other contractors at the site.

3.03 **EXAMINATION OF CONTRACT DOCUMENTS-** The Bidder shall examine carefully the specifications and other Contract Documents, and inform himself thoroughly regarding any and all conditions and requirements, including any schedule, that may in any manner affect the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him of the obligations and responsibilities assumed under the Contract.

3.04 **DISCREPANCIES-** Should a Bidder find discrepancies or ambiguities in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall, at once, notify the Districts' Manager.

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3.05 **ADDENDA, CHANGES, OR INTERPRETATIONS DURING BIDDING-** No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or

interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders not later than five (5) days prior to the established bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space therefore provided in the proposal form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless, be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of receipt of all addenda, whether or not received by him. It is the responsibility of each prospective Bidder to verify that he has received all addenda issued before bids are opened.

3.06 **FAMILIARITY WITH LAWS-** The Bidder shall comply and be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

3.07 **PREPARATION AND SUBMISSION OF BIDS-**

a. Signature of the Bidder- The Bidder must sign the Proposal form in the space provided for the signature. If the Bidder is an individual, the words "doing business as" or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated and evidence of his authority to sign the proposal must be submitted. The Bidder shall state in the proposal the name and address of each person interested therein.

b. Basis Bidding- The price for each item shall be on a lump sum or unit price basis according to the form of the proposal.

c. Price Bid- The total price for the work shall be the sum of the lump sum prices and/or unit prices multiplied by the appropriate estimated quantities for the individual ties and shall be stated in figures in the appropriate place on the proposal form. In the event that there is a discrepancy on the proposal form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

d. Submission of Bids-

1. Each bid must be submitted on the proposal form as furnished together with a suitable Bid Security, herein described.

2. The above proposal and Bid Security must be submitted in a sealed envelope shall be marked so as to clearly indicate its contents and the name of the Bidder.

3. The Bidder must submit with his bid an accompanying letter in which he shall list the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the Districts prior to the award of the Contract and shall be one of the considerations in determining the lowest responsive and responsible Bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless a request is approved by the Districts in writing by the Contractor, which shall include the reasons for such request.

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4. The Bidder shall submit with his proposal evidence of his experience in access control and roving patrol and financial status by providing the following:

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i. proof that he maintains a permanent place of business; and

ii. proof that he has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high quality manner, and

- iii. proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and
 - iv. proof that he has successful contractual and technical experience in work of a similar size and scope; and
 - v. proof that he and all personnel has/holds or can obtain all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and
 - vi. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.
- e. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the Fiddler's Creek Community Development Districts; 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135; Attention: Fiddlers Creek Property Manager, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the Fiddlers Creek Property Manager. Proposals will be received until the date and hour stated in the Notice to Contractors.

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3.08. **DISQUALIFICATION OF BIDDERS-**

- a. One Bid per Proposal Area- Only one bid per proposal area or combination of proposal areas from an individual firm, partnership or corporation under the same or under different names may be considered. If it is believed that a Bidder submits or is interested in more than one bid per proposal area for the work involved, all bid proposals in which Bidder is interested will be rejected.
- b. Collusion among Bidders- If it is believed that collusion exists among the Bidders, the proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future proposals for the same work.

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3.09. **WITHDRAWAL OF A BID-** Any bid may be withdrawn prior to the time scheduled in the Notice to Contractors for the opening thereof.

3.10. **MODIFICATION OF BIDS-** No modification to the bid will be accepted from Bidders.

3.11. **OPENING OF BIDS-** Bids will be publicly opened and read aloud at the appointed time and place stated in the Notice to Contractors. The officer whose duty it is to open them will decide when the specified time has arrived and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

3.12. **CONSIDERATION OF BIDS-** For the purpose of award, after proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the proposal and the unit prices will be considered the bid. The amount then will be compared and the results of such comparison made available to the public. Until the final award of the contract, the right will be reserved to reject any and all proposals and to waive technical errors and irregularities as may be deemed best for the interests of the owner.

3.13. **RIGHT TO ACCEPT OR REJECT BIDS-** Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, may be rejected at the option of the Districts. The Districts do not bind themselves to accept the minimum bid

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stated herein, but reserve the right to accept the lowest responsive and responsible bid which in the judgment of the Districts will best serve the needs and interests of the Districts.

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3.14. **AWARD OF CONTRACT-**

a. The Districts reserve the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re advertise for all or part of the work contemplated. The Districts reserve the right, prior to award of contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed twenty-five percent (25%) of the total bid prices for the project. If bids are found to be acceptable by the Districts, written notice will be given to the lowest responsive and responsible qualified Bidder of the acceptance of his proposal and of award of the contract to him.

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b. If a Bidder to whom a contract is awarded forfeits and fails to execute the contract as provided for herein, the award of the contract is annulled, the Districts may then award the contract to the next lowest responsive and responsible qualified Bidder or the work may be re advertised or may be performed by day labor as the Districts decide.

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c. The contract will be awarded to the lowest responsive and responsible high quality Bidder that best serves the interests of the Districts complying with the applicable conditions of the Contract Documents. In determining the lowest responsive and responsible Bidder, the following element, in addition to those noted in the Contract Documents, will be considered:

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1. Whether each Bidder:

a. Maintains a permanent place of business; and

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b. has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high quality manner, and

c. has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and

d. has successful contractual and technical experience in work of a similar size and scope; and

e. has/holds or can obtain all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and

f. has evidenced that all the personnel and/or subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said personnel and/or subcontractors.

2. The amount of work each Bidder, intends to perform with his own organization and the amount of work he intends to subcontract.

3. The qualifications of the subcontractors that the Bidder proposes to use.

4. The Districts also reserve the right to reject the proposal of a Bidder who has failed to perform or to complete contracts similar in nature on and in a competent and high quality manner.

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3.15. **EXECUTION OF CONTRACT-** The Bidder to whom a contract is awarded will be required to deliver to the Districts' Manager two (2) executed contracts and all applicable certificates of insurance within five (5) days of the award of the contract.

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3.16. **INTENT AND CORRELATION OF DOCUMENTS-** The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the interpretation thereof. The intent of the Contract Documents is to include all labor, materials supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all work and materials not shown in detail but necessary for completion of the project as shall apply with equal force all work, including extra work, performed under this contract, whether performed either directly by the Contractor or by any subcontractor.

3.17. **NOTICE AND SERVICE-** All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the proposal (or to such other office as the Contractor may from time to time designate), or if deposited in the United States mail in sealed postage prepaid envelope sent certified mail return receipt requested, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the Contractor to the Districts, or to any of his representatives shall unless otherwise specified in writing to the Contractor, be delivered to the office of the Fiddler's Creek Community Development Districts; 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135; Attention: Fiddlers Creek Property Manager, and any other notice or demand upon the Districts shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope sent certified mail return receipt requested, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the Districts or to such other address as the Districts may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same has been deposited with the U.S. postal service, or in the case of telegrams, at the time of actual receipt thereof.

3.18. **TERMS OF CONTRACT-**

a. The contract shall be for a period of twelve (12) months, commencing _____ at the price stated in the proposal, with its option to renew the Contract for a second year upon thirty (30) days notice.

b. The Fiddler's Creek Community Development Districts #1 and/or #2 reserve the right to terminate the contract in accordance with the provisions of section 3.31 herein.

c. Performance to Contract Terms: The Districts reserve the right to audit levels of service provided by the Contractor under terms of this agreement and to request activity reports, vehicle and/or personnel records from time to time. Such requests will be directed to the Contractor by the Districts or Districts' agent. The Contractor shall be obligated to respond to these requests and provide requested information or documentation within two weeks of receiving the request.

Disputes, discussions or negotiations regarding levels of service or performance to contract terms shall take place exclusively between the Contractor, or Contractor's agent, and the Districts' Board of Supervisors or the Districts' agent. Discussion of such issues in meetings of Fiddler's Creek residents, either formal or informal, is expressly prohibited under this agreement and shall be considered a breach of contract terms.

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3.19. **MATERIALS, APPLIANCES, EMPLOYEES-** The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work an unfit person or anyone not skilled in the work assigned to him. Employees of the Contractor whose work is unsatisfactory to the Districts or who are incompetent, unskilled or disorderly, who use threatening or abusive language to any person, or who are otherwise objectionable shall be dismissed from the work upon notice from the Districts and shall not be employed on the work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the work.

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3.20. **SALES TAX AND EXCISE TAX-** All sales tax and excise tax shall be paid by the Contractor.

3.21. **SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR-** The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the District Manager and the Districts' Property Manager and other contractors in every way possible. The Contractor shall at all times have a competent supervisor, capable of reading and thoroughly understanding the work, which shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such supervisor shall be furnished irrespective of the amount of the work sublet.

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The Contractor shall indemnify and hold harmless the Districts and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and which is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the Districts to the Contractor as specific consideration for this indemnification.

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

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in anyway the conduct of all persons engaged in or the materials or methods used by him, on the work. At the time of execution of the contract the Contractor shall furnish to the Districts and the Districts' Manager, certificates of insurance evidencing the existence of the insurance policies as required herein.

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3.22. **SURVEYS, PERMITS, AND REGULATIONS-** Both temporary and permanent permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The Contractor shall save harmless the Districts and all its officers, agents, and servants, against any claims or liability arising from, or based on, the violation of any such laws, ordinances, regulations, orders or decrees, whether by themselves, their employees, or subcontractors.

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3.23. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect public and private property from injury or loss arising in connection with this contract. He shall make redress for any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work, from sunset to sunrise; he shall erect suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the work by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or near the work.

In an emergency affecting the safety of life of the work or of adjoining property, the Contractor shall act promptly at his discretion to prevent threatened loss or injury, and he shall so act, without appeal if so instructed or authorized. Any request for compensation claimed by the Contractor on account of emergency work shall be reviewed by the owner upon Contractor submitting proof and documentation to the owner, in a form acceptable to the owner, and within thirty (30) days of receipt of all necessary documents, Districts shall make a determination as to whether or not pay such claim.

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The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including landscaping, walks, drives, structures) on the premises and/or property of the Districts of any land adjoining any work sites, which may be caused by him or his employees or subcontractors, or which he or they might have prevented. The Contractor shall, at all time while the work is in progress, use extraordinary care to see that adjacent building are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

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Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced if available. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the work.

3.24. **INSURANCE-**

- a. The Contractor shall provide and maintain during the life of this contract "Workmen's Compensation Insurance" for all of his employees employed at the site of the project and, in case any work is sublet, The Contractor shall require each subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this contract at the site of the project are not protected under the "Workmen's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- b. The Contractor shall provide and maintain during the life of this contract, a comprehensive and general liability insurance policy insuring Contractor, its employees, and any subcontractor and its employees performing work under the contract of and from all damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or

indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this contract insurance that will indemnify and hold harmless the Districts, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from the performance of the work, injury 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 property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or 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.

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Insurance shall be provided with a limit of \$1,000,000.00 in each of three policies as follows:

1. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The owner shall be named as additional insured.
 2. Comprehensive Auto Liability Insurance. The Districts shall be named as an additional insured.
 3. Contractual Liability Insurance. The Districts shall be named as additional insured.
- c. All such insurance shall be obtained from companies licensed 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.
- d. At the time of execution of the contract, the Contractor will file with the owner certificates of such insurance, acceptable to the Districts. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Districts.

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3.25. **PERFORMANCE BOND-** No Performance Bond shall be required.

3.26. **AUTHORITY OF THE DISTRICTS-** The Districts, the District Manager or the Districts' Property Manager shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to any failure of the part of the Contractor to carry out orders given by the Districts or Districts' Manager to perform any or all provisions of the contract. The Contractor shall not suspend the work necessary and convenient to perform security patrols without the written permission of the Districts.

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3.27. **EXAMINATION OF THE WORK-** The authority and duties of the Districts's resident project representative(s) are limited to examining the material(s) furnished, observing the work done, and reporting their findings. The Districts does not underwrite, guarantee or insure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the Districts shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so. Failure by the Districts or by any project representative or other representatives of the Districts engaged in on-site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from his liability therefor to the Districts, or subject the Districts to any liability to the Contractor, or any other party for any such defect or deficiency.

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The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the contract.

3.28. **DEFECTIVE WORK-** Within seven (7) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary correction in a manner acceptable to the Districts, resident representative and in accordance with the requirements of the contract, the Districts may cause the unacceptable or defective work to be corrected or authorize such corrections as may be necessary to be made. Any expense incurred by Districts making corrections or repairs, which the Contractor has failed or refused to make within such seven (7) day period may be paid for out of any monies due or which may become due the Contractor to make any or necessary repairs promptly, fully, and in a manner acceptable to the Districts. In addition, any such failure or refusal to timely make such corrections shall be sufficient cause for the Districts to declare the contract in default without further notice, upon which the Districts may terminate the contract and immediately contract with another contractor to perform the work at which time the contractor shall vacate the project.

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All costs 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 him. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

3.29. **EXTRA WORK-** The Contractor shall do all extra work not specified herein that may be ordered in writing by the Districts. Extra work and the cost thereof shall be agreed upon between both parties and if the parties are unable to agree, the formula set forth in the remainder in this section shall be utilized.

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a. For all labor, including a foreman in the direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be in full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid the actual cost of paying social security taxes and premiums for unemployment insurance, workmen's compensation insurance, And Contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.

b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof.

c. For any special machinery or special equipment, including fuel and lubricants thereof, required for the performance of extra work, the Districts shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

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The compensation herein provided shall be received and accepted by the Contractor as payment in full for all work done.

The Contractor's representative and the Districts shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form for such purpose by the Districts and shall be signed by both the representative referred to herein, one copy being submitted to the Districts and the other being retained by the Contractor.

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3.30. **CANCELED ITEMS AND PAYMENTS THEREFORE-** If the Contractor shall fail to begin the work called for by the contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work within the time prescribed, or shall perform the work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent, or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make assignment for the benefit of creditors, or from any other cause

whatsoever shall not carry on the work in an acceptable manner, or shall otherwise be in breach of this contract, the Districts may give notice in writing to the Contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same.

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If the Contractor shall not correct such conditions within a period of seven (7) calendar days after receipt of such notice, the Districts shall, have full power and authority, without violating the contract, to terminate this contract and/or to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into a contract with another contractor for the completion of the work or to use such other methods as, in the opinion of the Districts, shall be required for the completion of the work in an acceptable manner.

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Contractor shall be liable for all damages, costs and charges incurred by the Districts together with the cost of completing the work under the contract, shall be deducted from any monies due or which may become due the Contractor. In the event that the expense so incurred by the Districts shall be more than the sum which would be have been payable under the contract if the work had been completed by the Contractor, the Contractor shall be liable and shall pay to the Districts the amount of such excess within ten (10) days of receiving a written statement from the Districts specifying the amount due and owing the Districts.

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3.31. **TERMINATION**- The performance of the work under this contract may be terminated by the Districts in the Districts' sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the Districts shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of the work under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination without cause the date of termination shall be at least thirty (30) days from date of delivery of written notice either hand delivered or sent certified mail return receipt requested.

After receipt of a notice of termination, and except as otherwise directed the Contractor shall:

- a. Stop work under this contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontract for materials, services, facilities except as may be necessary for completion of such portion of the work under this contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the approval of ratification of the Districts to the extent he may require, which approval or ratification shall be final for all purposes of this clause.
- e. Transfer title and deliver to the Districts, in the manner, at the times, and to the extent, if any, directed by the Districts, the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the notice of termination.
- f. Complete performance of such part of the work which shall not have been terminated by the notice of termination.
- g. Take such action as may be necessary or as the Districts may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Districts has or may acquire an interest.

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h. Deliver to Districts waivers and releases of liens and / or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

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After receipt of a notice of termination, the Contractor shall submit to the Districts his termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the Districts. No claim will be allowed for any expense incurred by Contractor after the effective date of the notice of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contractor shall be deemed to waive any right to any further compensation.

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The Contractor and the Districts may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, PROVIDED HOWEVER, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total contract price as amended accordingly and the Contractor shall be paid the agreed amount.

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The total sum to be paid to the Contractor shall not exceed the total contract price as reduced by the amount of payments otherwise made and as for further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Districts shall have otherwise expressly assumed the risk of loss, these shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Districts, or property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Districts.

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In arriving at the amount due the Contractor under this clause these amounts that shall be deducted (1) all non-liquidated advance or other payments on account therefore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Districts may have against the Contractor in connection with this contract, and (3) the agreed price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Districts.

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3.32. **ACTS OF GOD AND OTHERS-** The Contractor shall not be responsible for damage caused by natural catastrophe such as any force majeure, acts of god, hurricane, hailstorm, or tornado, and acts of others.

3.33. **ASSIGNMENT OF CONTRACT-** 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 Districts.

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3.34. **SUBCONTRACTORS-** 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.

The Contractor shall not award any work to any subcontractor without prior written approval of the Districts. The Contractor shall be as fully responsible to the Districts 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 Districts.

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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 terminating and subcontract that the owner may exercise over the Contractor under any provision of the Contract Documents.

3.35. **SEPARATE CONTRACTS-** The Districts reserve the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and

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storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

- 3.36. **AWARD OF CONTRACT-** This contract consists of the Proposal for security patrols of the areas as more specifically set forth in the Detailed Specifications.

It is intended that all work to be performed under the Proposal shall commence December 1, 2007. As such, payments under the Proposal shall not commence until work is commenced. In no event shall Districts be obligated to pay for work not performed or materials not furnished.

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**SECTION 4
CONTRACT**

THIS CONTRACT made and entered into this 1st day of December, 2009 by and between The Fiddler's Creek Community Development Districts #1& #2, Collier County, Florida, party of the first part (hereinafter sometimes called the "Districts") and _____, party of the second part, hereinafter called the "Contractor".

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WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, and the covenants and conditions herein mutually agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform and complete, high quality security patrols within the Districts as set forth in the Contract Documents as identified in Article VII of this Contract.

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ARTICLE II.

The Districts shall pay the Contractor for the faithful performance of the Contract in lawful money of the United States and subject to additions and deletions as provided in the Contract Documents as follows:

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For proposal(s) see Section 5.

On a monthly basis, only for work completed during that month.

The aggregate amount of proposal(s) within the Contract is in the sum of \$_____ for a twelve (12) month period beginning _____. The Districts shall have the option to renew at its sole and absolute discretion and upon thirty days written notice, for a second twelve month period in the sum of _____.

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ARTICLE III.

The Contractor shall commence work on or as set forth in Section 3.18 of the General Conditions, as applicable, and the work shall be performed in accordance with these Contract Documents.

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Termination - The Contract shall terminate on _____. The Districts reserve the right to cancel this Contract in accordance with Sections 3.28, 3.30 and 3.31 of the General Conditions if work is not performed in a satisfactory manner as determined in the sole and absolute discretion of the Districts. Notice shall be in writing and delivered by certified mail to the Contractor.

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ARTICLE IV.

The Contractor has carefully examined the herein described areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. In no event shall this Contract be more strongly construed against the Districts than against the Contractor.

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Any ambiguity or uncertainties in the detailed Proposal and in any other Contract Documents shall be interpreted and construed by the Districts, whose decision shall be final and binding upon all parties.

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It is distinctly understood and agreed that the approval, and/or acceptance of any part of the work by the Districts as in compliance with the terms of this Contract and related specifications covering said work, shall not operate as a waiver by the Districts of the strict compliance with any other terms and conditions of this Contract and related specifications proposed not performed by the Contractor, after written notice in accordance with Article IX of this Contract.

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ARTICLE V. PAYMENT

Contractor shall provide the Districts an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month. Payment of amounts due and not subject to set off hereunder on said invoices will be made by Districts within twenty (25) calendar days of said invoice. No payments shall be due or payable for work not performed or materials not furnished.

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Bills for any travel expenses must be submitted in accordance with the provisions of section 112.061, Florida Statutes. In no event shall the Districts be required to make payment for defective or incomplete work, or other expenses not approved in writing by the Districts.

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ARTICLE VI. INDEMNIFICATION

Contractor shall defend at its cost and expense and shall indemnify and hold harmless the Districts and all of its agents, attorneys and employees from and against all liability, claims, demands, losses and expenses, including attorney's fees arising out of, or resulting from the performance of work under this Contract, or is caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder or by the negligence of the Districts. Each of the indemnities given by the Contractor herein and elsewhere in the Contract Documents, is given in consideration of the first \$100.00 of the Contract sum, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Contractor.

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ARTICLE VII. CONTRACT DOCUMENT

This Contract shall include:

- Notice to Contractor
- Instructions to Bidders
- General Conditions
- Contract Agreement
- Proposal
- Detailed Specifications

ARTICLE VIII. MISCELLANEOUS

8.1 Any ambiguity or uncertainties in the detailed Proposal and in any other Contract Documents shall be interpreted and construed by the Districts, whose decision shall be final and binding upon all parties.

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8.2 It is distinctly understood and agreed that the approval, and/or acceptance of any part of the work by the Districts as in compliance with the terms of the Contract Documents and other related specifications covering said work, shall not operate as a waiver by the Districts of the strict compliance with any other terms and conditions of the Contract Documents and other related specifications or plans.

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8.3 This Contract relates to work to be performed by Contractor in the State of Florida, and the laws of such State shall govern the construction of this Contract and its terms. Contractor waives and relinquishes its right to commence or maintain an action at law or equity arising out of this Contract in any place other than in state court Collier County, Florida, which shall be the exclusive venue for any action.

8.4 In the event either party to this Contract is required to retain legal counsel or other expert consultants to enforce any of its rights or to enforce any of the other party's obligations under this Contract, the prevailing party shall recover its reasonable attorney's fees and consultant's fees from the non-prevailing party together with court costs incurred in any litigation and in any appellate, bankruptcy or post-judgement proceeding. The term "attorney's fees" as used in this Contract shall include fees for paralegals and fees

prior to litigation, and in any litigation, bankruptcy, appellate or post-judgement proceedings. The existence of any such dispute shall not be grounds for any failure to perform by the Contractor.

8.5 Unless a Contract between the Contractor and any subcontractors or vendors provides otherwise, the provisions of section 287.0585, Florida Statutes, shall apply as to late payments by the Contractor to subcontractors and vendors.

8.6 The Districts shall have the right to unilaterally cancel this Contract for the refusal by the Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.

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8.7 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work under this Contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Districts.

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8.8 If a term, provision, covenant, Contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, Contract or condition had not been contained herein.

8.9 The paragraph captions, when used, in this Contract and section caption of the General Conditions are for convenience only and shall not be used in interpretation hereof.

8.10 This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

ARTICLE IX. NOTICES

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be in accordance with section 3.17 with the General Conditions:

Districts:

Fiddler's Creek Community Development Districts #1 & #2
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135

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Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BOARD OF SUPERVISORS

Deleted: DISTRICT

By: _____
Chesley E. Adams jr. , Secretary

By: _____
Chairman

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By: _____
Anthony P. Pires, District Counsel

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Attest:

FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #2
BOARD OF SUPERVISORS

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By: _____
Chesley E. Adams jr., Secretary

By: _____
Chairman

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By: _____
Anthony P. Pires, District Counsel

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Signed, sealed and witnessed in the presence of:

As to Contractor:

By: _____

By: _____

Its: _____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**SECTION 5
PROPOSAL**
for
ACCESS CONTROL SERVICES
WITHIN THE DISTRICTS

Proposal of _____
(name)

(address)

Deleted: DISTRICT

to furnish all materials, equipment, labor, and to perform all work in accordance with the Contract Documents for:
"Access Control Services within the Fiddler's Creek "

Deleted: .

Deleted: and

TO: Fiddler's Creek Community Development Districts #1 & #2
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

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Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the proposal of the contract to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties making bid or proposal and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one of this work; and he assumes full responsibility therefore; that he has examined the specifications for the work and from his own experience or from professional advice that the specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, Instructions to Bidders, Proposal, Contract, General Conditions, and he has read all addenda prior to the opening of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this proposal pertains.

The Bidder proposes and agrees, if this proposal is accepted, to timely contract with the Districts in the form of a contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the proposal and contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

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NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to Districts within five (5) calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Districts all rights and remedies set forth in Section 2.16 of the Instructions to Bidders.

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The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the work actually performed as determined by the contract and the Districts. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the contract exceed the dollar amount of the Bidder's proposal amount.

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It is intended that all work to be performed under this Proposal shall commence _____

Deleted: December 1, 2009

In the event the Districts exercises its option to renew the Contract, the second year's prices shall apply.

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In no event shall Districts be obligated to pay for work not performed or materials not furnished.

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Bidder's Occupational License No. _____

Deleted: Bidder's Certificate of Competency
No. N/A.

Private Security Service License No. _____

WITNESSES:

By: _____
Signature of Authorized Agent

(SEAL)

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICTS

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BID FORM

ACCESS CONTROL SERVICES

Item	Description	Unit	Hourly Rate 1 st Year	Hourly Rate 2 nd Year	Estimated	AGGREGATE TOTALS	
						Total Price (rate x hours)	
			Rate			1st Year	2nd Year*
#1	One (1) Patrol Officer Excluding Vehicle (8,760 hours per year)	Hourly	\$ _____	\$ _____	8,760	\$ _____	\$ _____
#2	One (1) Officer Fiddler's Creek Parkway Gate (8,760 hours per year)	Hourly	\$ _____	\$ _____	8,760	\$ _____	\$ _____
#3	One (1) Officer Sandpiper Drive Gate (3744 hours per year)	Hourly	\$ _____	\$ _____	3,744	\$ _____	\$ _____
#4	One (1) Supervisor (2340 hours per year)	Hourly	\$ _____	\$ _____	2340	\$ _____	\$ _____
Totals						\$ _____	\$ _____

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Deleted: #3 One (1) Security Officer Hourly \$ _____ \$ _____
3,744 \$ _____ \$ _____
Championship Drive Gate ¶
(3744 hours per year)¶

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Contract based on a period of twelve (12) months, with the option to renew contract for a second year upon thirty (30) days notice.

Notes:

#1 ~~Roving Patrol~~ Officer to patrol all designated areas of the Fiddler's Creek Community and respond to complaints twenty-four(24) hours per day, seven (7) days per week, throughout the year.

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#2 ~~Access Control~~ Officer to be utilized as a guard at the Fiddler's Creek Parkway Gate and will be on duty twenty-four (24) hours per day, seven (7) days per week, throughout the year..

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#3 ~~Access Crontrol~~ Officer to be utilized as a guard at the ~~Sandpiper~~ Drive Guardhouse and will be on duty thirteen-(12) hours per day, six (6) days per week, throughout the year, for a total of 3,744 hours per year.

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#4 ~~Supervisor~~ to be utilized in a supervisory capacity, available on site 45 hours per week.

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Deleted: as a guard at the Championship Drive Guardhouse and will be on duty thirteen-(12) hours per day, six (6) days per week, throughout the year, for a total of 3,744 hours per year.

DISTRICTS RESERVE THE RIGHT TO MODIFY HOURS AND SCHEDULES IDENTIFIED ABOVE..

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**SECTION 6
DETAILED SPECIFICATIONS**

6.01 **SCOPE OF WORK** - The Access Control Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform services specified below.

Each Bidder shall submit one bid encompassing all proposal areas.

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICTS 1 and 2

6.02 **DETAILED SPECIFICATIONS**

1. Provide uniformed access control and roving patrol officers for the Districts. The access control officers will be utilized as guards at the Main Guardhouse and will be on duty twenty-four (24) hours per day, seven (7) days per week, throughout the year. An additional access control officer, to be utilized as a guard at the Sandpiper Drive Gatehouse and will be on duty twelve (12) hours per day, six (6) days per week. A third officer will be utilized as a roving patrol officer (vehicle provided by the Districts) twenty-four (24) hours a day, seven (7) days a week. THE DISTRICTS RESERVE THE RIGHT TO MODIFY THE ABOVE IDENTIFIED SCHEDULES.
2. All officers shall be licensed through the Secretary of State, State of Florida and all licenses shall be kept current at all times.
3. The Access Control Contractor, shall ensure that all roving patrol officers have driving records within the State of Florida that bear no motor vehicle license suspensions, revocations, cancelations or disqualifications. Copies of the roving patrol officer's motor vehicle records shall be obtained by the Access Control Contractor and certified, to the Districts, prior to any roving patrol officer patrolling the Fiddler's Creek Community. Any roving patrol officer who is assigned to the Fiddler's Creek Community Development Districts #1 & #2 by the Access Control Contractor, and who does not have the necessary motor vehicle licenses required by the State of Florida and has motor vehicle infractions identified above on their driving record shall be cause for immediate dismissal by the Access Control Contractor. Additionally, the Access Control Contractor will not be paid for any services rendered to the Districts for the officer who has been found by the Districts to be in violation of this provision.
4. All vehicle(s) maintenance, operation and fuel costs shall be incurred by the Districts.
5. The access control and roving patrol officers shall be trained and function in accordance with the published Post Orders with an emphasis on public relations. All access control and roving patrol officers shall have immediately available, at all times while on duty, a current copy of the post orders detailing their duties and lists emergency notification names and phone numbers. In addition, the roving patrol officer will have a map showing the entire Fiddler's Creek Community Development Districts and the designated area of patrol. The access control officer(s) shall have all necessary materials and equipment to properly perform their duties.
6. The roving patrol shall provide safety monitoring for all areas within the Fiddler's Creek Community Development Districts #1 & #2, unless otherwise directed. The roving patrol officer shall make a complete round of his/her patrol area upon reporting for duty, and then begin a random patrol of that area. The roving patrol officer shall spend all his/her time patrolling these areas. The security vehicle shall be parked in only highly visible areas for a maximum of only

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fifteen minutes. The emphasis shall be placed on random patrol. All roving patrol officers will be notified of the highest priority areas to be patrolled, if there is any existing.

7. The Access Control Contractor Supervisor will train, supervise and be available to assist the access control and roving patrol officers in the event of a problem. The Supervisor shall conduct random checks to ensure all procedures are followed. The Supervisor shall be on site, at minimum, 45 hours a week (during normal business days and hours) and available, on call, twenty four (24) hours per day.

8. In the event of an incident, the access control or roving patrol officer shall follow the requirements specified in the Post Orders and assist local law enforcement. The Access Control Contractor and its employees shall maintain an excellent working relationship with the local law enforcement agencies. Any internal investigations will be handled in the strictest confidence and information obtained will be divulged only to persons so designated by Districts' Management Company.

9. The Districts reserve the right to demand the replacement of any officer that does not meet their expectations of excellence.

10. To help insure that the Districts receive quality personnel and avoids constant personnel "turn-over", the Districts require the following minimum wages be paid to the officers assigned to the Fiddler's Creek Community Development Districts. Each staff member shall be paid a minimum of \$10.00 per hour.

11. A summary/statistical report shall be provided on a monthly basis, to the Districts' Manager, highlighting the prior 30 days noteworthy incidents and activities.

ADDITIONAL SPECIFICATIONS

1. At no cost to the Districts, the first twelve (12) hours of new employee work will be training status to train eight hours at the gate house and four hours of roving patrol responsibilities, as well as the physical layout of Fiddler's Creek.

2. Access Control Contractor agrees to allow Districts' Management to interview all security officers, if desired, prior to them being assigned to Fiddler's Creek.

3. Access Control Contractor agrees to utilize only personnel who meet the standards of Fiddler's Creek and for which no reasonable objections have been made by the Districts.

4. Access Control Contractor must provide a current Client list identifying accounts similar in size and operation to this account of uniformed security coverage as administered and managed by the office or branch to be responsible for this account in the Naples/Bonita Springs area. The list shall identify the total hours of service per week, nature of the account and the name of a contact person and that individual's telephone number.

5. Access Control Contractor must provide, at a minimum, insurance, at the limits and coverages as set in section 3.24, plus the ability to augment the coverage if deemed necessary, by Districts management.

6. Access Control Contractor must be able to augment and restructure forces from own agency in event of natural disasters to protect and secure Fiddler's Creek property and structures, as in the case of a natural disaster.

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¶
¶ Following a review, which will include the Security Company's regional representative, the District representative, and the Officer, raises shall be considered and awarded as appropriate.¶
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7. Access Control Contractor must provide Quality Assurance audits provided by an unbiased third party with documentation annually to the Districts' Management.

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8. Access Control Contractor must provide Districts' Management with procedural steps in their screening and selection process when hiring prospective security officers.

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9. Access Control Contractor must provide Districts' Management with their training and reinforcement programs associated with safety awareness.

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10. Districts' Management reserves the right to reject any or all proposals and to waive formalities.

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11. Access Control Supervisor Qualifications:

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- Three (3) or more years experience in a management role at a private gated community.
- Personal security/protection and national security corporation experience.
- Demonstration of progressive responsibilities throughout career.
- Continuing/ accredited education in law enforcement.
- Valid state of Florida "D".
-

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12. Uniform Specifications are as follows:

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- Short or long sleeved collared white or navy blue shirt with epaulets.
- Gold colored name tag with name worn over the left pocket.
- Navy blue pants.
- Black footwear and socks.
- Uniforms may be worn from residence to work and return.

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**SWORN STATEMENT PURSUANT TO SECTION 287.133,
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to _____
by _____
[print name of the public entity]
[print individual's name and title]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a pleas of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUB-CONTRACTORS/SUPPLIERS, UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUB-CONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUB-CONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
STATE OF _____
COUNTY OF _____

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The foregoing instrument was signed and acknowledged before me this _____ day of _____,
200 , _____
who produced _____ as identification, and who (did) (did not) take an oath.
(Type of Identification and Number) _____

Notary Public Signature
Printed Name: _____
Notary Commission Number/Expiration: _____

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICTS
#1 & #2**

ACCESS CONTROL SERVICES WITHIN THE DISTRICTS

**SECTION 2
INSTRUCTIONS TO BIDDERS**

2.01. **SEALED PROPOSALS**- Sealed proposals will be received at the time and place designated herein and then publicly opened and read aloud for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.

2.02. **DEFINITION OF TERMS**- Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:

Districts/Owner	Fiddler's Creek Community Development Districts #1 & #2
Bidder	Any Person, firm or corporation submitting a proposal for the work covered by these specifications or his duly authorized representative.
Contractor	The person, firm or corporation with whom the Districts have executed a contract for the work herein specified.
Manufacturer or Supplier	Any person, firm or corporation other than the Contractor, supplying labor, material or equipment for the work herein specified.

2.03. **DELIVERY OF PROPOSALS**- All bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the name of the Bidder and his address clearly marked:

Access Control Services for the Districts

Addressed to:

Fiddler's Creek Community Development Districts #1 & #2
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

Attention: Fiddler's Creek Property Manager

2.04. **PROPOSAL GUARANTY**- A certified or cashiers check on a national or state bank, or bid bond, in a sum not less than five percent (5%) of the total amount of the bid, drawn on a national or state bank shall accompany each proposal as a guarantee that the Bidder will, if award is made, promptly enter into an agreement to do the work and furnish the required certificate of insurance. The proposal guaranty shall be returned by the Districts, in accordance with section 2.14 in the Instructions to Bidders. The Bid Bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to:

Fiddler's Creek Community Development Districts #1 & #2

2.05. **PROPOSAL FORMS**- The Bidder shall submit his proposal in duplicate on the forms, on an exact copy of the forms, furnished herewith. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of work called for.

2.06. **SIGNATURE ON PROPOSAL**- The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation,

the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

- 2.07. **FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility. By execution of the proposal, Bidder represents he has familiarized himself with all such laws, ordinances, rules and regulations.
- 2.08. **EXAMINATION OF SPECIFICATIONS AND SITE OF WORK-** The Bidder is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. He is also required to examine carefully the specifications, form of agreement, and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.
- 2.09. **QUALIFYING QUESTIONNAIRE AND CONFIDENTIAL FINANCIAL STATEMENT-** If requested by the Districts, Bidders under consideration for award shall furnish a qualifying questionnaire and a certified financial statement, current within the past thirty days in accordance with Section 2.10, which must be a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.
- 2.10. **QUALIFICATION OF BIDDERS-** It is required that all Bidders enclose with their sealed bids the following information:
- a. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Collier County Occupational License w/number and date of expiration, other appropriate license and/or permits, and banking and credit references.
 - b. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
 - c. List similar contracts for access control services now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
 - d. The Contractor agrees only fully trained and licensed personnel will be assigned to this contract, except that trainees working under direct and continuous supervision in accordance with state law will be acceptable for brief periods not in excess of one month or until certified as completed training.
 - e. The contract will be awarded only to responsible Contractors qualified by experience to do the work specified herein. The Bidder shall submit, with his bids, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization licenses, capital, equipment, and machinery to complete the work to the satisfaction of the Districts within the time stated in the proposal.
- 2.11. **DISQUALIFICATION OF BIDDER-** More than one bid from an individual, firm, partnership, corporation or association under the same or different name, will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such

collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced will be rejected.

- 2.12. **RIGHT TO REJECT PROPOSALS**- The Districts reserve the right to reject any and all bids, with or without cause, and to waive technical errors and informalities.
- 2.13. **AWARD OF CONTRACT**- The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive* and responsible** high quality bidder whose qualifications indicate the award will be in the best interest of the Districts and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidders and the Districts are satisfied that the bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the owner within the time specified.
- 2.14. **BID PROTEST**- Any bidder desiring to formally protest a recommended contract award, shall file a written notice of intent to protest, with the Districts' Manager, within two (2) calendar days (excluding weekends and holidays) from the date of notification and shall file the formal written protest, with the Districts' Manager, within five (5) calendar days (excluding weekends and holidays). The formal written protest shall contain, but not be limited to, the following information:
- A. The bid or proposal number and/or title
 - B. The name and address of the protesting party
 - C. A statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate
 - D. A concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, case law and constitutional provisions entitling the protesting party to relief
 - E. A demand for relief to which the protesting party deems himself entitled
 - F. Such other information as the protesting party deems himself entitled

Failure to timely and properly file a written notice of intent or formal written bid protest shall constitute a waiver of all further proceedings. Once filed, no supplementing of the notice of intent or formal written protest shall be permitted.

The Districts' Manager shall review all timely and properly filed written bid protests, in consultation with the Districts' Counsel, with the approval of the Districts' Board of Supervisors, and issue a written decision, within ten (10) business days stating reasons for the decision and the protesting parties rights to file a written appeal. The decision of the Districts' Board of Supervisors is final and conclusive unless the protesting party timely and properly files subsequent written objection with the Districts' Manager (with a copy to Districts' Counsel) within two (2) calendar days (excluding weekends and holidays), from the date of receipt of the decision.

In the event of the timely and proper filing of an appeal, pursuant to the above paragraph, and in the event the protest cannot be resolved by mutual consent, the matter will be referred to the Board of Supervisors for final resolution. Neither protesting party nor anyone representing them, shall have private contact with the Districts' Supervisors unless requested in writing to do so, by the Districts' Manager. A hearing shall be conducted to hear the protest. The Districts' Chairmen, or other person as designated by the Chairmen, shall conduct the hearing with the assistance of the Districts' Manager and Counsel.

The person conducting the hearing shall:

- A. Administer the oaths and affirmations
- B. Regulate the course of the hearing, including any prehearing matters

The Boards of Supervisors shall:

- A. Rule upon offers of proof and receive relevant evidence
- B. Enter orders

C. Make or receive offers of settlement, stipulation and adjustment

At the conclusion of the hearing, the Boards of Supervisors shall decide the matter and render a written decision.

- 2.15 **RETURN OF THE PROPOSAL GUARANTY-** As soon as the bid prices have been compared, the Districts may, at their discretion, return the guaranty deposit accompanying such proposals as in its judgment would not likely be considered in making the award. All other proposal guarantees will be held until the contract has been executed, after which they will be returned to the respective Bidders whose proposals they accompany. All guaranteed deposits for bid bonds shall be returned once the Bidder to whom the contract is awarded executes the contract and provides the Districts with all required Bonds and certificates of insurance.
- 2.16 **EXECUTION OF CONTRACT-** Immediately following the award of the contract to the Bidder by the Districts, the attorney for the Districts will prepare a formal contract to be executed by the parties, which contract will be in substantially the same as the form of agreement which is attached to the various papers which were delivered by the Districts or their representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the Districts' Manager the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the state of Florida.
- 2.17 **FAILURE TO EXECUTE THE CONTRACT-** The failure on the part of the successful Bidder to execute the contract as required will be just cause for the annulment of the award and, in the event of the annulment of award, the amount of guaranty deposited with the proposal, either in the form of a Certified or Cashier's Check, a Bid Bond, will be retained or paid upon demand by the Districts, not as forfeiture or penalty, but rather will be for liquidated damages, it being agreed to by each Bidder in advance that the owner will sustain certain damages too difficult to accurately ascertain, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a proposal.
- 2.18 **TIME AND AWARD-** The Districts reserve the right to hold all bids and bid guarantees for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors.
- 2.19 **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the Districts.

*** Responsive Bidder:** Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.

**** Responsible Bidder:** Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, possesses all necessary licenses and permits and has adequate financial status to meet his obligations contingent to the work.

SECTION 3 GENERAL CONDITIONS

3.01 **DEFINITIONS-** Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

- a. **Addenda** - A written explanation, interpretation, change, correction, addition, deletion, or modification affecting the Contract Documents, including specifications issued by the Districts and distributed to the prospective Bidders prior to the bid opening.
- b. **Affidavit** - The instrument which is to be signed by the Contractor and submitted to the Districts, upon completion of the job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the Districts incident to progress payments,
- c. **"And"- "Or"** - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
- d. **Article** - The prime subdivision of a section of these or any other referenced specifications, the Instructions to Bidders, the Special Conditions and the General Conditions.
- e. **Bidder** - An individual, firm, or corporation submitting a proposal for the work contemplated; acting directly or through a duly authorized representative.
- f. **Bid Security or Bid Bond** - The security designated in the proposal to be furnished by the Bidder as guaranty that he will enter into the contract for the work if his/her proposal is accepted.
- g. **Calendar Day** - Any day, including Saturdays, Sundays and Holidays, and regardless of the weather conditions.
- h. **Change Order** - A written order to the Contractor signed by the Districts authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the execution of the contract.
- i. **Contractor** - The person submitting a proposal accepted by the Districts who thereafter enters into a formal contract with the Districts to furnish the work as bid upon. The Contractor has the obligation to deliver to the Districts the completed job in good and workman like condition in accordance with the contract specifications.
- j. **Contract Bond** - The security furnished by the Contractor and surety as a guaranty that the Contractor will fulfill the terms of the contract in accordance with the Specifications and the other Contract Documents, also referred to herein as the Performance Bond.
- k. **Contract Documents** - The Contract Documents, sometimes referred to as the "Specifications", shall mean and include all or part of the following:
 - 1. Notice to Contractor
 - 2. Instructions to Bidders
 - 3. General Conditions
 - 4. Contract/Agreement
 - 5. Proposal
 - 6. Detailed Specifications

- l. **Equipment** - The machinery and equipment, together with the necessary supplies for the completion of the work.
- m. **Force Account Work** - Work performed in addition to that set forth in the original contract or in supplemental agreements or change orders, and which is paid for the basis of actual cost of materials and labor, plus a fixed percentage of such costs.
- n. **Materials** - Any substance proposed to be used in connection with the construction of any structure, facility, or appurtenance, or of other work, either by the Contractor or by its subcontractors i.e. any substance or equipment purchased by the Contractor for resale to the Districts in the Contract.
- p. **Notices** -
 1. Notice of Acceptance- The official letter from the Districts to the successful Bidder, notifying him/her that he/she has been awarded the Contract.
 2. Notice of Award- Same as Notice of Acceptance
 3. Notice to Proceed- The official letter from the Districts to the Contractor instructing the Contractor to commence work under the Contract.
- q. **Districts** - The Fiddler's Creek Community Development Districts #1 & #2.
- r. **Person** - The word "person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
- s. **Principal** - When used in the Bid Bond or Bid Security, the word "principal" means the same as the word "Bidder". When used in the Contract Bond, the word "principal" means the same as the word "Contractor".
- t. **Pronouns** - The Masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- u. **Proposal** - The offer of the Bidder for the work when completely filled out and properly submitted on the prescribed proposal form, properly signed and guaranteed.
- v. **Proposal Form** - The official form on which the Districts requires formal bids to be prepared and submitted.
- w. **Provided** - As used in the specifications, provided shall be understood to mean "provided complete in place", that is, "furnished and installed". Where as shown, as detailed, as indicated, or words of similar import are used it shall be understood that references to the specifications accompanying these documents are intended unless otherwise expressly stated.
- x. **Resident Project Representative** – If utilized, an authorized representative and/or employee of the Districts assigned to the project to make observations of the work performed by the Contractor.
- y. **Scope of Work** - Includes the Work, as the term as herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

- z. **Specifications** - The Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.
- aa. **Special Conditions**- Specific clauses supplemental to the other Contract Documents setting forth conditions varying from or additional to the other Contract Documents for the project.
- bb. **State** - State of Florida
- cc. **Subcontractors** - A person supplying labor, materials, supplies, equipment, services, and other incidentals, used directly or indirectly by the Contractor. Such persons has contractual relations with the Contractor, but not with the Districts.
- dd. **Supervisor**- The Contractor's authorized executive representative, in responsible charge of the work at all times.
- ee. **Surety** - The corporate body which is bound by the Contract Bond with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the work for which the contract has been made and for his prompt payment of all debts pertaining thereto.
- ff. **Work Order** - A written authorization to the Contractor signed by the Districts, concerning the performance of the work and/or the furnishing of materials on a force account basis as provided in the General Conditions.
- gg. **Work** - Shall mean everything expressed or implied, required to furnished and/or done by the Contractor by any one or more of the Contract Documents.

3.02 **OBLIGATIONS OF BIDDER TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT-**

- a. The Bidder, by and through the submission of his bid, agrees that he shall be held responsible for having therefore examined the site(s), the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, and location of the site, and any other conditions surrounding and affecting the work, and physical characteristics of the job, in order that he may include in the prices which he bids all costs pertaining to the work and thereby provide for the satisfactory Security Patrol thereof.
- b. The Bidder, in preparing his bid, shall take into consideration that work by other contractors may be in progress at or near the site during the performance of the work to which the bid relates and that he will be expected should he be awarded a Contract, to avoid interference with work done by such other contractors and to coordinate his work with other contractors at the site.

3.03 **EXAMINATION OF CONTRACT DOCUMENTS-** The Bidder shall examine carefully the specifications and other Contract Documents, and inform himself thoroughly regarding any and all conditions and requirements, including any schedule, that may in any manner affect the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him of the obligations and responsibilities assumed under the Contract.

3.04 **DISCREPANCIES-** Should a Bidder find discrepancies or ambiguities in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall, at once, notify the Districts' Manager.

3.05 **ADDENDA, CHANGES, OR INTERPRETATIONS DURING BIDDING-** No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or

interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders not later than five (5) days prior to the established bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space therefore provided in the proposal form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless, be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of receipt of all addenda, whether or not received by him. It is the responsibility of each prospective Bidder to verify that he has received all addenda issued before bids are opened.

3.06 **FAMILIARITY WITH LAWS-** The Bidder shall comply and be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

3.07 **PREPARATION AND SUBMISSION OF BIDS-**

a. Signature of the Bidder- The Bidder must sign the Proposal form in the space provided for the signature. If the Bidder is an individual, the words "doing business as" or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated and evidence of his authority to sign the proposal must be submitted. The Bidder shall state in the proposal the name and address of each person interested therein.

b. Basis Bidding- The price for each item shall be on a lump sum or unit price basis according to the form of the proposal.

c. Price Bid- The total price for the work shall be the sum of the lump sum prices and/or unit prices multiplied by the appropriate estimated quantities for the individual ties and shall be stated in figures in the appropriate place on the proposal form. In the event that there is a discrepancy on the proposal form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

d. Submission of Bids-

1. Each bid must be submitted on the proposal form as furnished together with a suitable Bid Security, herein described.

2. The above proposal and Bid Security must be submitted in a sealed envelope shall be marked so as to clearly indicate its contents and the name of the Bidder.

3. The Bidder must submit with his bid an accompanying letter in which he shall list the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the Districts prior to the award of the Contract and shall be one of the considerations in determining the lowest responsive and responsible Bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless a request is approved by the Districts in writing by the Contractor, which shall include the reasons for such request.

4. The Bidder shall submit with his proposal evidence of his experience in access control and roving patrol and financial status by providing the following:

i. proof that he maintains a permanent place of business; and

ii. proof that he has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high quality manner, and

- iii. proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and
 - iv. proof that he has successful contractual and technical experience in work of a similar size and scope; and
 - v. proof that he and all personnel has/holds or can obtain all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and
 - vi. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.
- e. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the Fiddler's Creek Community Development Districts; 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135; Attention: Fiddlers Creek Property Manager, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the Fiddlers Creek Property Manager. Proposals will be received until the date and hour stated in the Notice to Contractors.

3.08. **DISQUALIFICATION OF BIDDERS-**

- a. One Bid per Proposal Area- Only one bid per proposal area or combination of proposal areas from an individual firm, partnership or corporation under the same or under different names may be considered. If it is believed that a Bidder submits or is interested in more than one bid per proposal area for the work involved, all bid proposals in which Bidder is interested will be rejected.
- b. Collusion among Bidders- If it is believed that collusion exists among the Bidders, the proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future proposals for the same work.

3.09. **WITHDRAWAL OF A BID-** Any bid may be withdrawn prior to the time scheduled in the Notice to Contractors for the opening thereof.

3.10. **MODIFICATION OF BIDS-** No modification to the bid will be accepted from Bidders.

3.11. **OPENING OF BIDS-** Bids will be publicly opened and read aloud at the appointed time and place stated in the Notice to Contractors. The officer whose duty it is to open them will decide when the specified time has arrived and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

3.12. **CONSIDERATION OF BIDS-** For the purpose of award, after proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the proposal and the unit prices will be considered the bid. The amount then will be compared and the results of such comparison made available to the public. Until the final award of the contract, the right will be reserved to reject any and all proposals and to waive technical errors and irregularities as may be deemed best for the interests of the owner.

3.13. **RIGHT TO ACCEPT OR REJECT BIDS-** Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, may be rejected at the option of the Districts. The Districts do not bind themselves to accept the minimum bid

stated herein, but reserve the right to accept the lowest responsive and responsible bid which in the judgment of the Districts will best serve the needs and interests of the Districts.

3.14. **AWARD OF CONTRACT-**

- a. The Districts reserve the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re advertise for all or part of the work contemplated. The Districts reserve the right, prior to award of contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed twenty-five percent (25%) of the total bid prices for the project. If bids are found to be acceptable by the Districts, written notice will be given to the lowest responsive and responsible qualified Bidder of the acceptance of his proposal and of award of the contract to him.
- b. If a Bidder to whom a contract is awarded forfeits and fails to execute the contract as provided for herein, the award of the contract is annulled, the Districts may then award the contract to the next lowest responsive and responsible qualified Bidder or the work may be re advertised or may be performed by day labor as the Districts decide.
- c. The contract will be awarded to the lowest responsive and responsible high quality Bidder that best serves the interests of the Districts complying with the applicable conditions of the Contract Documents. In determining the lowest responsive and responsible Bidder, the following element, in addition to those noted in the Contract Documents, will be considered:
 1. Whether each Bidder:
 - a. Maintains a permanent place of business; and
 - b. has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high quality manner, and
 - c. has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and
 - d. has successful contractual and technical experience in work of a similar size and scope; and
 - e. has/holds or can obtain all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and
 - f. has evidenced that all the personnel and/or subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said personnel and/or subcontractors.
 2. The amount of work each Bidder, intends to perform with his own organization and the amount of work he intends to subcontract.
 3. The qualifications of the subcontractors that the Bidder proposes to use.
 4. The Districts also reserve the right to reject the proposal of a Bidder who has failed to perform or to complete contracts similar in nature on and in a competent and high quality manner.

3.15. **EXECUTION OF CONTRACT-** The Bidder to whom a contract is awarded will be required to deliver to the Districts' Manager two (2) executed contracts and all applicable certificates of insurance within five (5) days of the award of the contract.

3.16. **INTENT AND CORRELATION OF DOCUMENTS**- The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the interpretation thereof. The intent of the Contract Documents is to include all labor, materials supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all work and materials not shown in detail but necessary for completion of the project as shall apply with equal force all work, including extra work, performed under this contract, whether performed either directly by the Contractor or by any subcontractor.

3.17. **NOTICE AND SERVICE**- All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the proposal (or to such other office as the Contractor may from time to time designate), or if deposited in the United States mail in sealed postage prepaid envelope sent certified mail return receipt requested, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the Contractor to the Districts, or to any of his representatives shall unless otherwise specified in writing to the Contractor, be delivered to the office of the Fiddler's Creek Community Development Districts; 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135; Attention: Fiddlers Creek Property Manager, and any other notice or demand upon the Districts shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope sent certified mail return receipt requested, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the Districts or to such other address as the Districts may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same has been deposited with the U.S. postal service, or in the case of telegrams, at the time of actual receipt thereof.

3.18. **TERMS OF CONTRACT**-

- a. The contract shall be for a period of twelve (12) months, commencing _____ at the price stated in the proposal, with its option to renew the Contract for a second year upon thirty (30) days notice.
- b. The Fiddler's Creek Community Development Districts #1 and/or #2 reserve the right to terminate the contract in accordance with the provisions of section 3.31 herein.
- c. Performance to Contract Terms: The Districts reserve the right to audit levels of service provided by the Contractor under terms of this agreement and to request activity reports, vehicle and/or personnel records from time to time. Such requests will be directed to the Contractor by the Districts or Districts' agent. The Contractor shall be obligated to respond to these requests and provide requested information or documentation within two weeks of receiving the request.

Disputes, discussions or negotiations regarding levels of service or performance to contract terms shall take place exclusively between the Contractor, or Contractor's agent, and the Districts' Board of Supervisors or the Districts' agent. Discussion of such issues in meetings of Fiddler's Creek residents, either formal or informal, is expressly prohibited under this agreement and shall be considered a breach of contract terms.

- 3.19. **MATERIALS, APPLIANCES, EMPLOYEES**- The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work an unfit person or anyone not skilled in the work assigned to him. Employees of the Contractor whose work is unsatisfactory to the Districts or who are incompetent, unskilled or disorderly, who use threatening or abusive language to any person, or who are otherwise objectionable shall be dismissed from the work upon notice from the Districts and shall not be employed on the work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the work.
- 3.20. **SALES TAX AND EXCISE TAX**- All sales tax and excise tax shall be paid by the Contractor.
- 3.21. **SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR**- The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the District Manager and the Districts' Property Manager and other contractors in every way possible. The Contractor shall at all times have a competent supervisor, capable of reading and thoroughly understanding the work, which shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such supervisor shall be furnished irrespective of the amount of the work sublet.

The Contractor shall indemnify and hold harmless the Districts and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and which is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the Districts to the Contractor as specific consideration for this indemnification.

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

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in anyway the conduct of all persons engaged in or the materials or methods used by him, on the work. At the time of execution of the contract the Contractor shall furnish to the Districts and the Districts' Manager, certificates of insurance evidencing the existence of the insurance policies as required herein.

- 3.22. **SURVEYS, PERMITS, AND REGULATIONS**- Both temporary and permanent permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The Contractor shall save harmless the Districts and all its officers, agents, and servants, against any claims or liability arising from, or based on, the violation of any such laws, ordinances, regulations, orders or decrees, whether by themselves, their employees, or subcontractors.

- 3.23. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect public and private property from injury or loss arising in connection with this contract. He shall make redress for any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work, from sunset to sunrise; he shall erect suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the work by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or near the work.

In an emergency affecting the safety of life of the work or of adjoining property, the Contractor shall act promptly at his discretion to prevent threatened loss or injury, and he shall so act, without appeal if so instructed or authorized. Any request for compensation claimed by the Contractor on account of emergency work shall be reviewed by the owner upon Contractor submitting proof and documentation to the owner, in a form acceptable to the owner, and within thirty (30) days of receipt of all necessary documents, Districts shall make a determination as to whether or not pay such claim.

The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including landscaping, walks, drives, structures) on the premises and/or property of the Districts of any land adjoining any work sites, which may be caused by him or his employees or subcontractors, or which he or they might have prevented. The Contractor shall, at all time while the work is in progress, use extraordinary care to see that adjacent building are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced if available. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the work.

3.24. **INSURANCE-**

- a. The Contractor shall provide and maintain during the life of this contract "Workmen's Compensation Insurance" for all of his employees employed at the site of the project and, in case any work is sublet, The Contractor shall require each subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this contract at the site of the project are not protected under the "Workmen's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- b. The Contractor shall provide and maintain during the life of this contract, a comprehensive and general liability insurance policy insuring Contractor, its employees, and any subcontractor and its employees performing work under the contract of and from all damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or

indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this contract insurance that will indemnify and hold harmless the Districts, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from the performance of the work, injury 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 property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or 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.

Insurance shall be provided with a limit of \$1,000,000.00 in each of three policies as follows:

1. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The owner shall be named as additional insured.
 2. Comprehensive Auto Liability Insurance. The Districts shall be named as an additional insured.
 3. Contractual Liability Insurance. The Districts shall be named as additional insured.
- c. All such insurance shall be obtained from companies licensed 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.
- d. At the time of execution of the contract, the Contractor will file with the owner certificates of such insurance, acceptable to the Districts. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Districts.

3.25. **PERFORMANCE BOND**- No Performance Bond shall be required.

3.26. **AUTHORITY OF THE DISTRICTS**- The Districts, the District Manager or the Districts' Property Manager shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to any failure of the part of the Contractor to carry out orders given by the Districts or Districts' Manager to perform any or all provisions of the contract. The Contractor shall not suspend the work necessary and convenient to perform security patrols without the written permission of the Districts.

3.27. **EXAMINATION OF THE WORK**- The authority and duties of the Districts's resident project representative(s) are limited to examining the material(s) furnished, observing the work done, and reporting their findings. The Districts does not underwrite, guarantee or insure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the Districts shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so. Failure by the Districts or by any project representative or other representatives of the Districts engaged in on-site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from his liability therefor to the Districts, or subject the Districts to any liability to the Contractor, or any other party for any such defect or deficiency.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the contract.

- 3.28. **DEFECTIVE WORK**- Within seven (7) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary correction in a manner acceptable to the Districts' resident representative and in accordance with the requirements of the contract, the Districts may cause the unacceptable or defective work to be corrected or authorize such corrections as may be necessary to be made. Any expense incurred by Districts making corrections or repairs, which the Contractor has failed or refused to make within such seven (7) day period may be paid for out of any monies due or which may become due the Contractor to make any or necessary repairs promptly, fully, and in a manner acceptable to the Districts. In addition, any such failure or refusal to timely make such corrections shall be sufficient cause for the Districts to declare the contract in default without further notice, upon which the Districts may terminate the contract and immediately contract with another contractor to perform the work at which time the contractor shall vacate the project.

All costs 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 him. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

- 3.29. **EXTRA WORK**- The Contractor shall do all extra work not specified herein that may be ordered in writing by the Districts. Extra work and the cost thereof shall be agreed upon between both parties and if the parties are unable to agree, the formula set forth in the remainder in this section shall be utilized.

- a. For all labor, including a foreman in the direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be in full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid the actual cost of paying social security taxes and premiums for unemployment insurance, workmen's compensation insurance, And Contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.
- b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof.
- c. For any special machinery or special equipment, including fuel and lubricants thereof, required for the performance of extra work, the Districts shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all work done.

The Contractor's representative and the Districts shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form for such purpose by the Districts and shall be signed by both the representative referred to herein, one copy being submitted to the Districts and the other being retained by the Contractor.

- 3.30. **CANCELED ITEMS AND PAYMENTS THEREFORE**- If the Contractor shall fail to begin the work called for by the contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work within the time prescribed, or shall perform the work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent, or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make assignment for the benefit of creditors, or from any other cause

whatsoever shall not carry on the work in an acceptable manner, or shall otherwise be in breach of this contract, the Districts may give notice in writing to the Contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same.

If the Contractor shall not correct such conditions within a period of seven (7) calendar days after receipt of such notice, the Districts shall, have full power and authority, without violating the contract, to terminate this contract and/or to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into a contract with another contractor for the completion of the work or to use such other methods as, in the opinion of the Districts, shall be required for the completion of the work in an acceptable manner.

Contractor shall be liable for all damages, costs and charges incurred by the Districts together with the cost of completing the work under the contract, shall be deducted from any monies due or which may become due the Contractor. In the event that the expense so incurred by the Districts shall be more than the sum which would be have been payable under the contract if the work had been completed by the Contractor, the Contractor shall be liable and shall pay to the Districts the amount of such excess within ten (10) days of receiving a written statement from the Districts specifying the amount due and owing the Districts.

- 3.31. **TERMINATION**- The performance of the work under this contract may be terminated by the Districts in the Districts' sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the Districts shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of the work under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination without cause the date of termination shall be at least thirty (30) days from date of delivery of written notice either hand delivered or sent certified mail return receipt requested.

After receipt of a notice of termination, and except as otherwise directed the Contractor shall:

- a. Stop work under this contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontract for materials, services, facilities except as may be necessary for completion of such portion of the work under this contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the approval or ratification of the Districts to the extent he may require, which approval or ratification shall be final for all purposes of this clause.
- e. Transfer title and deliver to the Districts, in the manner, at the times, and to the extent, if any, directed by the Districts, the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the notice of termination.
- f. Complete performance of such part of the work which shall not have been terminated by the notice of termination.
- g. Take such action as may be necessary or as the Districts may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Districts has or may acquire an interest.

- h. Deliver to Districts waivers and releases of liens and / or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

After receipt of a notice of termination, the Contractor shall submit to the Districts his termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the Districts. No claim will be allowed for any expense incurred by Contractor after the effective date of the notice of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contractor shall be deemed to waive any right to any further compensation.

The Contractor and the Districts may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, PROVIDED HOWEVER, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total contract price as amended accordingly and the Contractor shall be paid the agreed amount.

The total sum to be paid to the Contractor shall not exceed the total contract price as reduced by the amount of payments otherwise made and as for further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Districts shall have otherwise expressly assumed the risk of loss, these shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Districts, or property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Districts.

In arriving at the amount due the Contractor under this clause these amounts that shall be deducted (1) all non-liquidated advance or other payments on account therefore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Districts may have against the Contractor in connection with this contract, and (3) the agreed price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Districts.

- 3.32. **ACTS OF GOD AND OTHERS**- The Contractor shall not be responsible for damage caused by natural catastrophe such as any force majeure, acts of god, hurricane, hailstorm, or tornado, and acts of others.
- 3.33. **ASSIGNMENT OF CONTRACT**- 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 Districts.
- 3.34. **SUBCONTRACTORS**- 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.

The Contractor shall not award any work to any subcontractor without prior written approval of the Districts. The Contractor shall be as fully responsible to the Districts 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 Districts.

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 terminating and subcontract that the owner may exercise over the Contractor under any provision of the Contract Documents.

- 3.35. **SEPARATE CONTRACTS**- The Districts reserve 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.

- 3.36. **AWARD OF CONTRACT-** This contract consists of the Proposal for security patrols of the areas as more specifically set forth in the Detailed Specifications.

It is intended that all work to be performed under the Proposal shall commence December 1, 2007. As such, payments under the Proposal shall not commence until work is commenced. In no event shall Districts be obligated to pay for work not performed or materials not furnished.

SECTION 4 CONTRACT

THIS CONTRACT made and entered into this 1st day of December, 2009 by and between The Fiddler's Creek Community Development Districts #1& #2, Collier County, Florida, party of the first part (hereinafter sometimes called the "Districts") and , party of the second part, hereinafter called the "Contractor".

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, and the covenants and conditions herein mutually agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform and complete, high quality security patrols within the Districts as set forth in the Contract Documents as identified in Article VII of this Contract.

ARTICLE II.

The Districts shall pay the Contractor for the faithful performance of the Contract in lawful money of the United States and subject to additions and deletions as provided in the Contract Documents as follows:

For proposal(s) see Section 5.

On a monthly basis, only for work completed during that month.

The aggregate amount of proposal(s) within the Contract is in the sum of \$ for a twelve (12) month period beginning . The Districts shall have the option to renew at its sole and absolute discretion and upon thirty days written notice, for a second twelve month period in the sum of .

ARTICLE III.

The Contractor shall commence work on or as set forth in Section 3.18 of the General Conditions, as applicable, and the work shall be performed in accordance with these Contract Documents.

Termination - The Contract shall terminate on . The Districts reserve the right to cancel this Contract in accordance with Sections 3.28, 3.30 and 3.31 of the General Conditions if work is not performed in a satisfactory manner as determined in the sole and absolute discretion of the Districts. Notice shall be in writing and delivered by certified mail to the Contractor.

ARTICLE IV.

The Contractor has carefully examined the herein described areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. In no event shall this Contract be more strongly construed against the Districts than against the Contractor.

Any ambiguity or uncertainties in the detailed Proposal and in any other Contract Documents shall be interpreted and construed by the Districts, whose decision shall be final and binding upon all parties.

It is distinctly understood and agreed that the approval, and/or acceptance of any part of the work by the Districts as in compliance with the terms of this Contract and related specifications covering said work, shall not operate as a waiver by the Districts of the strict compliance with any other terms and conditions of this Contract and related specifications proposed not performed by the Contractor, after written notice in accordance with Article IX of this Contract.

ARTICLE V. PAYMENT

Contractor shall provide the Districts an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month. Payment of amounts due and not subject to set off hereunder on said invoices will be made by Districts within twenty (25) calendar days of said invoice. No payments shall be due or payable for work not performed or materials not furnished.

Bills for any travel expenses must be submitted in accordance with the provisions of section 112.061, Florida Statutes. In no event shall the Districts be required to make payment for defective or incomplete work, or other expenses not approved in writing by the Districts.

ARTICLE VI. INDEMNIFICATION

Contractor shall defend at its cost and expense and shall indemnify and hold harmless the Districts and all of its agents, attorneys and employees from and against all liability, claims, demands, losses and expenses, including attorney's fees arising out of, or resulting from the performance of work under this Contract, or is caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder or by the negligence of the Districts. Each of the indemnities given by the Contractor herein and elsewhere in the Contract Documents, is given in consideration of the first \$100.00 of the Contract sum, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Contractor.

ARTICLE VII. CONTRACT DOCUMENT

This Contract shall include:

- Notice to Contractor
- Instructions to Bidders
- General Conditions
- Contract Agreement
- Proposal
- Detailed Specifications

ARTICLE VIII. MISCELLANEOUS

- 8.1 Any ambiguity or uncertainties in the detailed Proposal and in any other Contract Documents shall be interpreted and construed by the Districts, whose decision shall be final and binding upon all parties.
- 8.2 It is distinctly understood and agreed that the approval, and/or acceptance of any part of the work by the Districts as in compliance with the terms of the Contract Documents and other related specifications covering said work, shall not operate as a waiver by the Districts of the strict compliance with any other terms and conditions of the Contract Documents and other related specifications or plans.
- 8.3 This Contract relates to work to be performed by Contractor in the State of Florida, and the laws of such State shall govern the construction of this Contract and its terms. Contractor waives and relinquishes its right to commence or maintain an action at law or equity arising out of this Contract in any place other than in state court Collier County, Florida, which shall be the exclusive venue for any action.
- 8.4 In the event either party to this Contract is required to retain legal counsel or other expert consultants to enforce any of its rights or to enforce any of the other party's obligations under this Contract, the prevailing party shall recover its reasonable attorney's fees and consultant's fees from the non-prevailing party together with court costs incurred in any litigation and in any appellate, bankruptcy or post-judgement proceeding. The term "attorney's fees" as used in this Contract shall include fees for paralegals and fees

prior to litigation, and in any litigation, bankruptcy, appellate or post-judgment proceedings. The existence of any such dispute shall not be grounds for any failure to perform by the Contractor.

- 8.5 Unless a Contract between the Contractor and any subcontractors or vendors provides otherwise, the provisions of section 287.0585, Florida Statutes, shall apply as to late payments by the Contractor to subcontractors and vendors.
- 8.6 The Districts shall have the right to unilaterally cancel this Contract for the refusal by the Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.
- 8.7 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work under this Contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Districts.
- 8.8 If a term, provision, covenant, Contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, Contract or condition had not been contained herein.
- 8.9 The paragraph captions, when used, in this Contract and section caption of the General Conditions are for convenience only and shall not be used in interpretation hereof.
- 8.10 This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

ARTICLE IX. NOTICES

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be in accordance with section 3.17 with the General Conditions:

Districts:

Fiddler’s Creek Community Development Districts #1 & #2
9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135

Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

FIDDLER’S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BOARD OF SUPERVISORS

By: _____
Chesley E. Adams jr. , Secretary

By: _____
, Chairman

By: _____
Anthony P. Pires, District Counsel

Attest:

FIDDLER’S CREEK
COMMUNITYVELOPMENT DISTRICT #2
BOARD OF SUPERVISORS

By: _____
Chesley E. Adams jr., Secretary

By: _____
, Chairman

By: _____
Anthony P. Pires, District Counsel

Signed, sealed and witnessed in the presence of:

As to Contractor:

By: _____

By: _____

Its: _____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**SECTION 5
PROPOSAL**
for
**ACCESS CONTROL SERVICES
WITHIN THE DISTRICTS**

Proposal of _____
(name)

(address)

to furnish all materials, equipment, labor, and to perform all work in accordance with the Contract Documents for:

"Access Control Services within the Fiddler's Creek "

TO: Fiddler's Creek Community Development Districts #1 & #2
 9220 Bonita Beach Road, Suite #214
 Bonita Springs, FL 34135

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the proposal of the contract to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties making bid or proposal and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one of this work; and he assumes full responsibility therefore; that he has examined the specifications for the work and from his own experience or from professional advice that the specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, Instructions to Bidders, Proposal, Contract, General Conditions, and he has read all addenda prior to the opening of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this proposal pertains.

The Bidder proposes and agrees, if this proposal is accepted, to timely contract with the Districts in the form of a contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the proposal and contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to Districts within five (5) calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Districts all rights and remedies set forth in Section 2.16 of the Instructions to Bidders.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the work actually performed as determined by the contract and the Districts. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the contract exceed the dollar amount of the Bidder's proposal amount.

It is intended that all work to be performed under this Proposal shall commence _____.

In the event the Districts exercises its option to renew the Contract, the second year's prices shall apply.

In no event shall Districts be obligated to pay for work not performed or materials not furnished.

Bidder's Occupational License No. _____

Private Security Service License No. _____

WITNESSES:

By: _____
Signature of Authorized Agent

(SEAL)

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICTS

BID FORM

ACCESS CONTROL SERVICES

<u>Item</u>	<u>Description</u>	<u>Unit</u>	Hourly Rate		Estimated	AGGREGATE TOTALS	
			1 st Year	2 nd Year		Total Price (rate x hours)	
			<u>Rate</u>			<u>1st Year</u>	<u>2nd Year*</u>
#1	One (1) Patrol Officer Excluding Vehicle (8,760 hours per year)	Hourly	\$ _____	\$ _____	<u>8,760</u>	\$ _____	\$ _____
#2	One (1) Officer Fiddler's Creek Parkway Gate (8,760 hours per year)	Hourly	\$ _____	\$ _____	<u>8,760</u>	\$ _____	\$ _____
#3	One (1) Officer Sandpiper Drive Gate (3744 hours per year)	Hourly	\$ _____	\$ _____	<u>3,744</u>	\$ _____	\$ _____
#4	One (1) Supervisor (2340 hours per year)	Hourly	\$ _____	\$ _____	<u>2340</u>	\$ _____	\$ _____
Totals						\$ _____	\$ _____

Contract based on a period of twelve (12) months, with the option to renew contract for a second year upon thirty (30) days notice.

Notes:

#1 Roving Patrol Officer to patrol all designated areas of the Fiddler's Creek Community and respond to complaints twenty-four(24) hours per day, seven (7) days per week, throughout the year.

#2 Access Control Officer to be utilized as a guard at the Fiddler's Creek Parkway Gate and will be on duty twenty-four (24) hours per day, seven (7) days per week, throughout the year..

#3 Access Control Officer to be utilized as a guard at the Sandpiper Drive Guardhouse and will be on duty thirteen-(12) hours per day, six (6) days per week, throughout the year, for a total of 3,744 hours per year.

#4 Supervisor to be utilized in a supervisory capacity, available on site 45 hours per week.

DISTRICTS RESERVE THE RIGHT TO MODIFY HOURS AND SCHEDULES IDENTIFIED ABOVE..

**SECTION 6
DETAILED SPECIFICATIONS**

6.01 **SCOPE OF WORK** - The Access Control Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform services specified below.

Each Bidder shall submit one bid encompassing all proposal areas.

FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICTS 1 and 2

6.02 **DETAILED SPECIFICATIONS**

1. Provide uniformed access control and roving patrol officers for the Districts. The access control officers will be utilized as guards at the Main Guardhouse and will be on duty twenty-four (24) hours per day, seven (7) days per week, throughout the year. An additional access control officer to be utilized as a guard at the Sandpiper Drive Gatehouse and will be on duty twelve (12) hours per day, six (6) days per week. A third officer will be utilized as a roving patrol officer (vehicle provided by the Districts) twenty-four (24) hours a day, seven (7) days a week. THE DISTRICTS RESERVE THE RIGHT TO MODIFY THE ABOVE IDENTIFIED SCHEDULES.
2. All officers shall be licensed through the Secretary of State, State of Florida and all licenses shall be kept current at all times.
3. The Access Control Contractor shall ensure that all roving patrol officers have driving records within the State of Florida that bear no motor vehicle license suspensions, revocations, cancelations or disqualifications. Copies of the roving patrol officer's motor vehicle records shall be obtained by the Access Control Contractor and certified, to the Districts, prior to any roving patrol officer patrolling the Fiddler's Creek Community. Any roving patrol officer who is assigned to the Fiddler's Creek Community Development Districts #1 & #2 by the Access Control Contractor and who does not have the necessary motor vehicle licenses required by the State of Florida and has motor vehicle infractions identified above on their driving record shall be cause for immediate dismissal by the Access Control Contractor. Additionally, the Access Control Contractor will not be paid for any services rendered to the Districts for the officer who has been found by the Districts to be in violation of this provision.
4. All vehicle(s) maintenance, operation and fuel costs shall be incurred by the Districts.
5. The access control and roving patrol officers shall be trained and function in accordance with the published Post Orders with an emphasis on public relations. All access control and roving patrol officers shall have immediately available, at all times while on duty, a current copy of the post orders detailing their duties and lists emergency notification names and phone numbers. In addition, the roving patrol officer will have a map showing the entire Fiddler's Creek Community Development Districts and the designated area of patrol. The access control officer(s) shall have all necessary materials and equipment to properly perform their duties.
6. The roving patrol shall provide safety monitoring for all areas within the Fiddler's Creek Community Development Districts #1 & #2, unless otherwise directed. The roving patrol officer shall make a complete round of his/her patrol area upon reporting for duty, and then begin a random patrol of that area. The roving patrol officer shall spend all his/her time patrolling these areas. The security vehicle shall be parked in only highly visible areas for a maximum of only

fifteen minutes. The emphasis shall be placed on **random patrol**. All roving patrol officers will be notified of the highest priority areas to be patrolled, if there is any existing.

7. The Access Control Contractor Supervisor will train, supervise and be available to assist the access control and roving patrol officers in the event of a problem. The Supervisor shall conduct random checks to ensure all procedures are followed. The Supervisor shall be on site, at minimum, 45 hours a week (during normal business days and hours) and available, on call, twenty four (24) hours per day.
8. In the event of an incident, the access control or roving patrol officer shall follow the requirements specified in the Post Orders and assist local law enforcement. The Access Control Contractor and its employees shall maintain an excellent working relationship with the local law enforcement agencies. Any internal investigations will be handled in the strictest confidence and information obtained will be divulged only to persons so designated by Districts' Management Company.
9. The Districts reserve the right to demand the replacement of any officer that does not meet their expectations of excellence.
10. To help insure that the Districts receive quality personnel and avoids constant personnel "turn-over", the Districts require the following minimum wages be paid to the officers assigned to the Fiddler's Creek Community Development Districts. Each staff member shall be paid a minimum of \$10.00 per hour.
11. A summary/statistical report shall be provided on a monthly basis, to the Districts' Manager, highlighting the prior 30 days noteworthy incidents and activities.

ADDITIONAL SPECIFICATIONS

1. At no cost to the Districts, the first twelve (12) hours of new employee work will be training status to train eight hours at the gate house and four hours of roving patrol responsibilities, as well as the physical layout of Fiddler's Creek.
2. Access Control Contractor agrees to allow Districts' Management to interview all security officers, if desired, prior to them being assigned to Fiddler's Creek.
3. Access Control Contractor agrees to utilize only personnel who meet the standards of Fiddler's Creek and for which no reasonable objections have been made by the Districts.
4. Access Control Contractor must provide a current Client list identifying accounts similar in size and operation to this account of uniformed security coverage as administered and managed by the office or branch to be responsible for this account in the Naples/Bonita Springs area. The list shall identify the total hours of service per week, nature of the account and the name of a contact person and that individual's telephone number.
5. Access Control Contractor must provide, at a minimum, insurance, at the limits and coverages as set in section 3.24, plus the ability to augment the coverage if deemed necessary, by Districts management.
6. Access Control Contractor must be able to augment and restructure forces from own agency in event of natural disasters to protect and secure Fiddler's Creek property and structures, as in the case of a natural disaster.

7. Access Control Contractor must provide Quality Assurance audits provided by an unbiased third party with documentation annually to the Districts' Management.
8. Access Control Contractor must provide Districts' Management with procedural steps in their screening and selection process when hiring prospective security officers.
9. Access Control Contractor must provide Districts' Management with their training and reinforcement programs associated with safety awareness.
10. Districts' Management reserves the right to reject any or all proposals and to waive formalities.
11. **Access Control Supervisor Qualifications:**
 - Three (3) or more years experience in a management role at a private gated community.
 - Personal security/protection and national security corporation experience.
 - Demonstration of progressive responsibilities throughout career.
 - Continuing/ accredited education in law enforcement.
 - Valid state of Florida "D".
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12. **Uniform Specifications are as follows:**
 - Short or long sleeved collared white or navy blue shirt with epaulets.
 - Gold colored name tag with name worn over the left pocket.
 - Navy blue pants.
 - Black footwear and socks.

Uniforms may be worn from residence to work and return.

**SWORN STATEMENT PURSUANT TO SECTION 287.133,
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]

[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a pleas of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered a affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUB-CONTRACTORS/SUPPLIERS, UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUB-CONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUB-CONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20__, by _____

(Type of Identification and Number) _____

Notary Public Signature
Printed Name: _____
Notary Commission Number/Expiration: _____