

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT
DISTRICT #1**

**REGULAR MEETING
AGENDA**

February 22, 2012

Fiddler's Creek Community Development District #1

6131 Lyons Road, Suite 100 • Coconut Creek, Florida 33073

Phone: (954) 426-2105 • Fax: (954) 426-2147 • Toll-free: (877) 276-0889

February 15, 2012

Board of Supervisors
Fiddler's Creek Community Development District #1

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

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on **Wednesday, February 22, 2012 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. Special Counsel Update: Bankruptcy Proceedings - Aleida Martinez Molina
3. Developer's Report/Update
4. Engineer's Report
5. Consideration of Revised Access Control and Security Services Specifications
6. Approval of Minutes
 - **January 25, 2012** Joint Access Control Specifications Workshop
 - **January 25, 2012** Regular Meeting
7. Other Business
8. Staff Reports
 - a. Attorney
 - b. Manager
 - i. Unaudited Financial Statements as of January 31, 2011
 - ii. **NEXT MEETING DATE: March 28, 2012 at 8:00 A.M.**
 - c. Operations Manager
9. Audience Comments/Supervisors' Requests

10. Adjournment

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
COMMUNITY DEVELOPMENT DISTRICTS
#1 & #2**

| **ACCESS CONTROL and SECURITY SERVICES
WITHIN THE DISTRICTS**

January 2012

**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 and Security Services for the Districts

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

Attention: Districts' 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, 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 Competitive Solicitation; No Contact or Communication-

Once the Board has determined to engage in any competitive solicitation, no Board member may have any contact or communication with any vendor [or its agents/representatives] that provides the type of services, goods or work which is the subject of a competitive solicitation process and no vendor, including any agent of such vendor, shall directly or indirectly contact or communicate with any Supervisor regarding a competitive solicitation, except at a public hearing associated with such bid/proposal or at any public meeting of the Board. Supervisors shall not solicit or encourage any particular individual vendor to submit a bid or proposal. In those instances when a vendor unilaterally approaches a Supervisor outside of the bidding or solicitation process, the Supervisor so contacted shall immediately report such contact to the District Manager and direct such vendor to the District Manager. Any bidder or proposer that the Board determines has violated the provisions of this Section A-1.02.H shall be deemed disqualified. Should such contact come to light only after the bid or proposal is awarded and the bidder or proposer that was deemed the successful bidder or proposer was the party violating said provision, the Board may unilaterally cancel any such award and any such contract awarded to such vendor.

2.14. **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.

2.15. **BID PROTEST-** Any bidder desiring to formally protest a recommended contract award must do so in accordance with the District Rules of Procedure.

2.16. **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.

2.17. **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 substantially in 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

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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.¶

¶ 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 (...)

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contract, all applicable certificates of insurance from a company licensed to do business in the state of Florida.

2.18. **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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2.19. **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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2.20. **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the Districts.

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* **Lowest Responsive and Responsible Bidder:** means a bid or proposal which conforms in all material respects, to the specifications and conditions in the invitation to bid or request for proposals and these rules; and whose cost components are appropriately balanced. A bid or proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the Lowest, most responsive, responsible and best bid or proposal" means, in the sole discretion of the Board, that is: (A) submitted by a competent, responsible person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure full performance and timely completion; and, (B) most responsive to the invitation to bid or request for proposals, as determined by the Board. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified after opening.

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**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. Access Control and Security Services- Include the processing and admittance to the community of all guests, vendors, contractors, and service personnel, via phone calls, face to face interview and information collection/recording or via the automated attendant. Dispatch of the roving patrol for service request received as well as random patrol of the community and response to all calls for service including but not limited to medical emergencies, civil assists, etc.. All required daily supervision through the inclusion of an onsite Manager.
- b. **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.
- c. **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.
- d. **"And"- "Or"** - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
- e. **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.
- f. **Bidder** - An individual, firm, or corporation submitting a proposal for the work contemplated; acting directly or through a duly authorized representative.
- g. **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.
- h. **Calendar Day** - Any day, including Saturdays, Sundays and Holidays, and regardless of the weather conditions.
- i. **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.
- j. **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.
- k. **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.
- l. **Contract Documents** - The Contract Documents, sometimes referred to as the "Specifications", shall mean and include all or part of the following:

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1. Notice to Contractor
2. Instructions to Bidders
3. General Conditions
4. Contract/Agreement
5. Proposal
6. Detailed Specifications

| _____ m. **Equipment** - The machinery and equipment, together with the necessary supplies for the completion of the work.

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| _____ n. **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 on the basis of actual cost of materials and labor, plus a fixed percentage of such costs.

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| _____ o. **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.

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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 require 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 have 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.

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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, LLC, LTD etc., 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.

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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.

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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.

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d. Submission of Bids-

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

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

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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

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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: Districts' Manager, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the Districts' 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 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/her proposal and of award of the contract to his/her firm.

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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

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

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

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

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___ 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

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___ 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.

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- 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: Districts' 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.

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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.

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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.

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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. **EMPLOYEES CONDUCT-** 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 Districts 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. **LICENSES, 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.

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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

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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 there from 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 minimum limit of \$2,000,000.00 in each of three policies as follows:

- ___1. Comprehensive General Liability Insurance. 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 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 on 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' resident project representative(s) are limited to examining the material(s) furnished, observing the work done, and reporting

their findings. The Districts do 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 therefore 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.

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

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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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3.31. **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.
- ___ 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.

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 [and at the sole and absolute discretion 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 _____. 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 ___ day of _____ 201_ 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 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-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.
- 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
6131 Lyons Road
Suite 100

Coconut Creek, FL 33073

With a copy to:

Woodward, Pires and Lombardo
3200 Tamiami Trail North
Suite 200
Naples, FL 34103

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: _____ By: _____
Chesley E. Adams jr. , Secretary , Chairman

By: _____
Anthony P. Pires, District Counsel

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

By: _____ By: _____
Chesley E. Adams jr., Secretary , 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
6131 Lyons Road
Suite 100
Coconut Creek, FL 33073

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 exercise their 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

Item	Description	Unit	AGGREGATE TOTALS				
			Hourly Rate	Hourly Rate	Estimated	Total Price	
			1 st Year	2 nd Year		(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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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 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 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, 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, uniforms and supervision 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**

- a. 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.
- b. All officers shall be licensed through the Secretary of State, State of Florida and all licenses shall be kept current at all times.
- c. 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, cancellations 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.
- d. All vehicle(s) maintenance, operation and fuel costs shall be incurred by the Districts.
- e. 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.
- f. 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 roving patrol vehicle shall be parked in only highly visible areas for a maximum of only fifteen (15) 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 are any existing.

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g. 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.

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h. 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 the Districts' Manager.

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

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j. 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.

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

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ADDITIONAL SPECIFICATIONS

l. At no cost to the Districts, the first twelve (12) hours of new employee work will be for training..

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

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n. 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.

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o. 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.

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p. 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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q. Access Control Contractor must provide Quality Assurance audits provided by an unbiased third party with documentation annually to the Districts' Manager.

r. 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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s. Access Control Contractor must provide Districts' Manager with their training and reinforcement programs associated with safety awareness.

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t. Districts' Manager reserves the right to reject any or all proposals and to waive formalities.

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1. **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" License.

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2. Access Control Officer Qualifications/Certifications:

- Each officer is to have upon hiring (or within sixty calendar days) a State of Florida "D" Security Officers license.
- Each officer must also have in his/her possession a company ID(which contains the agency license number, officer name, their " D" license number, agency name, and manager signature
- Gate officers: Must maintain the licenses and or identification stated above
- Roving patrol: Must also maintain licenses and identification described above. They must also be certified in First Aid, CPR, and AED (per the American Heart Association standards).

3. **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 leather service shoe and black 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 a 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 _____

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 and SECURITY SERVICES
WITHIN THE DISTRICTS**

January 2012

**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 and Security 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: Districts’ 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, 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. **Competitive Solicitation; No Contact or Communication-**

Once the Board has determined to engage in any competitive solicitation, no Board member may have any contact or communication with any vendor [or its agents/representatives] that provides the type of services, goods or work which is the subject of a competitive solicitation process and no vendor, including any agent of such vendor, shall directly or indirectly contact or communicate with any Supervisor regarding a competitive solicitation, except at a public hearing associated with such bid/proposal or at any public meeting of the Board. Supervisors shall not solicit or encourage any particular individual vendor to submit a bid or proposal. In those instances when a vendor unilaterally approaches a Supervisor outside of the bidding or solicitation process, the Supervisor so contacted shall immediately report such contact to the District Manager and direct such vendor to the District Manager. Any bidder or proposer that the Board determines has violated the provisions of this Section A-1.02.H shall be deemed disqualified. Should such contact come to light only after the bid or proposal is awarded and the bidder or proposer that was deemed the successful bidder or proposer was the party violating said provision, the Board may unilaterally cancel any such award and any such contract awarded to such vendor.

- 2.14. **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.

- 2.15. **BID PROTEST-** Any bidder desiring to formally protest a recommended contract award must do so in accordance with the District Rules of Procedure

- 2.16. **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.

- 2.17. **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 substantially in 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.

- 2.18 **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.
- 2.19 **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.
- 2.20 **BID MODIFICATIONS**- No modifications shall be submitted by Bidder or accepted by the Districts.

* Lowest Responsive and Responsible Bidder: means a bid or proposal which conforms in all material respects, to the specifications and conditions in the invitation to bid or request for proposals and these rules; and whose cost components are appropriately balanced. A bid or proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the Lowest, most responsive, responsible and best bid or proposal" means, in the sole discretion of the Board, that is: (A) submitted by a competent, responsible person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure full performance and timely completion; and, (B) most responsive to the invitation to bid or request for proposals, as determined by the Board. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified after opening.

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. **Access Control and Security Services-** Include the processing and admittance to the community of all guests, vendors, contractors, and service personnel, via phone calls, face to face interview and information collection/recording or via the automated attendant. Dispatch of the roving patrol for service request received as well as random patrol of the community and response to all calls for service including but not limited to medical emergencies, civil assists, etc.. All required daily supervision through the inclusion of an onsite Manager.
 - b. **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.
 - c. **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.
 - d. **"And"- "Or"** - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
 - e. **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.
 - f. **Bidder** - An individual, firm, or corporation submitting a proposal for the work contemplated; acting directly or through a duly authorized representative.
 - g. **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.
 - h. **Calendar Day** - Any day, including Saturdays, Sundays and Holidays, and regardless of the weather conditions.
 - i. **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.
 - j. **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.
 - k. **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.
 - l. **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
- m. **Equipment** - The machinery and equipment, together with the necessary supplies for the completion of the work.
- n. **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 on the basis of actual cost of materials and labor, plus a fixed percentage of such costs.
- o. **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 require 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 have 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, LLC, LTD etc., 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 and 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: Districts' Manager, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the Districts' 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/her proposal and of award of the contract to his/her firm.
 - 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: Districts' 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. **EMPLOYEES CONDUCT**- 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 Districts 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. **LICENSES, 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 there from 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 minimum limit of \$2,000,000.00 in each of three policies as follows:

- 1. Comprehensive General Liability Insurance. 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 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 on 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' resident project representative(s) are limited to examining the material(s) furnished, observing the work done, and reporting

their findings. The Districts do 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 therefore 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.

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.

- 3.31. **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 and at the sole and absolute discretion 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 _____.
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 ___ day of _____ 201_ 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 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-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.
- 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
6131 Lyons Road
Suite 100

Coconut Creek, FL 33073

With a copy to:

Woodward, Pires and Lombardo
3200 Tamiami Trail North
Suite 200
Naples, FL 34103

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
COMMUNITY DEVELOPMENT 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.

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 exercise their 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>				AGGREGATE TOTALS	
			Hourly Rate	Hourly Rate	Estimated	Total Price	
			1 st Year	2 nd Year		(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 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 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, 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, uniforms and supervision 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**

- a. 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.**
- b. All officers shall be licensed through the Secretary of State, State of Florida and all licenses shall be kept current at all times.
- c. 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, cancellations 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.
- d. All vehicle(s) maintenance, operation and fuel costs shall be incurred by the Districts.
- e. 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.
- f. 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 roving patrol vehicle shall be parked in only highly visible areas for a maximum of only fifteen (15) 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 are any existing.

- g. 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.
- h. 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 the Districts' Manager.
- i. The Districts reserve the right to demand the replacement of any officer that does not meet their expectations of excellence.
- j. 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.
- k. 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

- l. At no cost to the Districts, the first twelve (12) hours of new employee work will be for training..
- m. Access Control Contractor agrees to allow the Districts' Manager to interview all security officers, if desired, prior to them being assigned to Fiddler's Creek.
- n. 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.
- o. 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.
- p. 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.
- q. Access Control Contractor must provide Quality Assurance audits provided by an unbiased third party with documentation annually to the Districts' Manager.
- r. Access Control Contractor must provide Districts' Management with procedural steps in their screening and selection process when hiring prospective security officers.

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

t. Districts' Manager reserves the right to reject any or all proposals and to waive formalities.

1. **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" License.

2. Access Control Officer Qualifications/Certifications:

- Each officer is to have upon hiring (or within sixty calendar days) a State of Florida “ D” Security Officers license.
- Each officer must also have in his/her possession a company ID(which contains the agency license number, officer name, their “ D” license number, agency name, and manager signature
- Gate officers: Must maintain the licenses and or identification stated above
- Roving patrol: Must also maintain licenses and identification described above. They must also be certified in First Aid, CPR, and AED (per the American Heart Association standards).

3. **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 leather service shoe and black 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 _____, 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: _____

1 **MINUTES OF MEETING**
2 **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 &**
3 **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**
4

5 The Boards of Supervisors of the Fiddler’s Creek Community Development District #1
6 and Fiddler’s Creek Community Development District #2 held a Joint Access Control
7 Specifications Workshop on **Wednesday, January 25, 2012 at 8:00 a.m.**, at the **Fiddler’s**
8 **Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.**
9

10 **For Fiddler’s Creek CDD #1:**

11		
12	Phillip Brougham	Chair
13	James Curland	Vice Chair
14	Jim Schutt	Assistant Secretary
15	Robert Slater	Assistant Secretary
16	Gerald Bergmoser	Assistant Secretary

17
18 **For Fiddler’s Creek CDD #2:**

19		
20	James Robertson	Chair
21	Manuel Correia	Vice Chair
22	Victoria DiNardo	Assistant Secretary
23	Gretchen Scott	Assistant Secretary
24	Peggy Schmitt	Assistant Secretary

25
26 **Also present were:**

27		
28	Chuck Adams	District Manager
29	Cleo Crismond	Assistant Regional Manager
30	Tony Pires	District Counsel
31	Terry Cole	District Engineer
32	Mike Charbonneau	Foundation-Director of Security
33	Ron Albeit	Foundation

34
35
36 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

37
38 Mr. Adams called the meeting to order at 8:00 a.m. He noted, for the record, that all
39 Supervisors were present, in person, for both CDD #1 and CDD #2.
40

41 **SECOND ORDER OF BUSINESS**

**Discussion: Joint Access Control
Specifications**

43 Mr. Adams presented the revised access control specifications, provided in both redline
44 and clean copy. He noted some changes were subjective, such as inclusion of a definition for
45 access control services and inclusion of certifications related to the access control officers.

46 Mr. Robertson discussed the title of the document and his difficulty with it. The Boards
47 agreed to title the document "Access Control & Security".

48 Mr. Pires recommended the following changes:

49 Pages 3 – 4, Section 2.11: include language referencing the rule about no contact with
50 any Board Members, the anti-lobbying rule

51 Page 4, Section 2.14: Delete entire section but reference the Rules of Procedure

52 Mr. Slater asked if it will be necessary for the Boards to review this document again,
53 since additional changes are being made. Mr. Adams replied affirmatively but was hopeful it
54 would be in final form and could be handled in individual meetings.

55 Mr. Schutt questioned if this document will be provided and is intended to be used by the
56 bidders. Mr. Adams replied affirmatively. Mr. Schutt noted, if certain sections are removed but
57 referenced in the Rules of Procedure, the bidders will also need access to that document. He felt
58 that might be a worse process. Mr. Pires advised that referencing, rather than including specific
59 language, avoids opportunities for inconsistencies. Mr. Brougham indicated the Districts' Rules
60 of Procedure are public record and felt providing reference documents, as a part of the bidding
61 process, is not the onus of the Districts. Mr. Curland recommended the Rules of Procedure be
62 posted on the Districts' websites, for ease of access. Mr. Adams stated he would proactively
63 include the Rules of Procedure in the bid documents, if the specifications reference the
64 document.

65 The following changes to the redlined copy were recommended:

66 Page 4, Section 2.14 and throughout, as necessary, for all Section numbers: Add a period
67 behind each Section number; for example, change "2.14" to "2.14."

68 Page 5: Delete "means" at the bottom of the page

69 Pages 6 – 7, Section 3.01, Items a. – x.: Fix or make the indented letter items consistent
70 (some are indented and some are not)

71 Page 6, Section 3.01, Item a., Line 1: Bold "Access Control Services"

72 Page 6, Section 3.01, Item a., Line 3: Delete "service"

73 Page 6, Section 3.01, Item a., Line 6: Change "Manager" to "Manager." (add a period)

74 Page 6, Section 3.01, Item c., Line 3: Change “payments,” to “payments.” (changing the
75 comma to a period)

76 Page 13, Section 3.22, Line 1: Bold “LICENSES,”

77 Page 18, Section 3.33., Line 2: Add “at the sole and absolute discretion” after “approval”

78 Page 25, BID FORM, Item #4: Fix column alignment of last two spaces

79 Page 25, BID FORM, Notes #3, Line 1: Change “thirteen” to “twelve”

80 Page Section 6.02, Item c.: Add requirement that patrol officers have had no motor
81 vehicle license suspensions, revocations, cancellations or disqualifications nationwide and
82 conduct a national database driver’s license background check (recommended by Mr. Pires)

83 Page 26, Section 6.02, Item d.: Fix indent

84 Page 27, Section 6.02, Item g.: Line 4: Insert “(forty-five)” after “45”

85 Page 27, Section 6.02, Item l.: Delete extra period at the end of the sentence

86 Page 27, Section 6.02, Items m., and n.: Delete extra line space in between the items

87 Page 27, Section 6.02, Items p., and q.: Insert a line space between the items

88 Page 27, Section 6.02, Item t., Part 2, Second Bullet Point, Line 1.: Change “ID (which”
89 to “ID (which”

90 Page 27, Section 6.02, Item t., Part 2, Third Bullet Point, Line 1: Correct tab alignment

91 Page 27, Section 6.02, Item t., Part 3: Insert a space before “Uniforms”

92 Mr. Adams indicated the modifications will be made and a final version will be provided
93 at the Boards’ February meetings, for their consideration.

94 **▪ Remote Control vs. Barcode Gate Access Devices**

95 ******This item was an addition to the agenda.******

96 Mr. Adams recalled discussion at a previous meeting regarding remote control versus
97 barcode devices for gate access. A resident inquired about acquiring barcodes for residents.

98 Mr. Charbonneau presented the Boards with a list of pros and cons of the two (2) options.

99 Mr. Adams indicated, in general, remote control devices are more expensive, at \$35 each,
100 as opposed to the barcodes, which cost \$3.80 each. He noted the barcode system would require a
101 capital investment, including installation of four (4) barcode readers, at a \$6,000 each. Mr.
102 Adams discussed concerns and issues with barcodes and indicated they are less reliable than
103 remote control devices. He acknowledged that a barcode system is more secure than a remote,
104 which can be transferred between vehicles.

105 In response to a question, Mr. Charbonneau indicated no more than five (5) residents
106 have inquired about barcodes.

107 The consensus of both Boards was to not pursue implementation of a barcode access
108 system, for residents, at this time.

109

110 **THIRD ORDER OF BUSINESS**

Adjournment

111

112 There being nothing further, the workshop adjourned.

113

114

**On MOTION for Fiddler's Creek CDD #1 by Mr. Brougham
and seconded by Mr. Bergmoser, with all in favor, the meeting
adjourned at 8:26 a.m.**

115

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**On MOTION for Fiddler's Creek CDD #2 by Mr. Robertson
and seconded by Ms. DiNardo, with all in favor, the meeting
adjourned at 8:26 a.m.**

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123 **FOR FIDDLER'S CREEK #1:**

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131 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

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136 **FOR FIDDLER'S CREEK #2:**

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144 _____
Secretary/Assistant Secretary

_____ Chair/Vice Chair

145

1 **MINUTES OF MEETING**
2 **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

3
4 A Regular Meeting of the Board of Supervisors of the Fiddler’s Creek Community
5 Development District #1 was held on **Wednesday, January 25, 2012**, immediately following
6 the Joint Access Control Specifications Workshop at **8:00 a.m.**, at the **Fiddler’s Creek Club**
7 **and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.**

8
9 **Present at the meeting were:**

10		
11	Phil Brougham	Chair
12	James Curland	Vice Chair
13	Gerald Bergmoser	Assistant Secretary
14	Jim Schutt	Assistant Secretary
15	Robert Slater	Assistant Secretary
16		

17 **Also present were:**

18		
19	Chuck Adams	District Manager
20	Cleo Crismond	Assistant Regional Manager
21	Tony Pires	District Counsel
22	Terry Cole	District Engineer
23	Aleida Martinez Molina (via telephone)	Weiss Serota, Special Counsel CDD #1
24	Tony DiNardo	Developer – Gulf Bay
25	Mike Charbonneau	Foundation-Director of Safety
26	Ron Albeit	Foundation
27		
28		

29 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

30
31 Mr. Adams called the meeting to order at 8:26 a.m., and noted, for the record, that all
32 Supervisors were present, in person.

33
34 **SECOND ORDER OF BUSINESS**

**Update: Bankruptcy Proceedings –
Aleida Martinez Molina**

35
36
37 Ms. Martinez Molina reported that the appeal is ongoing. Briefs were recently filed on
38 the technical issues regarding whether US National Bank has standing to bring an appeal or any
39 involvement. These are technical and procedural arguments with the court asking the District for
40 additional clarification on the issue of US National Bank’s standing. She indicated there was a

41 joinder by Fifth Third Bank supporting the position that US National Bank does not have
42 standing and that Fifth Third Bank did not consent to standing. Ms. Martinez Molina explained
43 the District is still at the very beginning of the appeal; if the court agrees with the District, the
44 appeal could be dismissed but, if not, all parties must file more papers supporting their various
45 positions. She advised that this is an academic process, at this point, because the plans are all
46 consummated or in the process of being consummated.

47 Ms. Martinez Molina indicated the debtor recently filed their post confirmation report
48 confirming they are insured and everything is status quo.

49 Mr. Brougham stated he appreciates Ms. Martinez Molina’s efforts over the last 18
50 months; however, he feels they are now at a stage, where, given the state of the bankruptcy, its
51 momentum and any impacts on CDD #1, there is no need to spend further legal dollars to have
52 her monitor the bankruptcy proceedings. He believed if anything happens, Mr. Adams will be
53 advised of it and, if necessary, bankruptcy counsel could be called upon. Mr. Brougham
54 indicated a tremendous amount of money was spent on this and he is trying to curtail the
55 spending. Mr. Pires suggested setting a per-month time limit of three (3) hours. Ms. Martinez
56 Molina recapped the scope of her monitoring work and voiced her opinion that billing, in the
57 past month, was very limited. Mr. Schutt indicated the District had \$30,000 in legal bankruptcy
58 expenses in December. Mr. Adams clarified the District paid \$30,000 worth of invoices in
59 December; however, many of those were invoices from prior months. Mr. Adams noted the
60 revised assessment methodology required a lot of involvement by bond counsel and bankruptcy
61 counsel. Their expenses were generated in September, October and November and billed in the
62 October – November time frame. At the same time, the District was experiencing a cash flow
63 issue, resulting in a delay of payment until December. Mr. Adams confirmed that the
64 outstanding legal expenses are now current. Mr. Schutt asked if the District is considering costs
65 for less than three (3) hours per month for Ms. Martinez Molina to continue monitoring. Mr.
66 Slater felt the District should retain Ms. Martinez Molina’s monitoring services.

67 ******Ms. Martinez Molina left the meeting.******

68

69 **THIRD ORDER OF BUSINESS**

Developer’s Report/Update

70

71 There being no developer’s report or update, the next item followed.

72

73 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2012-4,
Adopting the Revised Engineer's Report
for Series 2005 Bond (Resolution to be
provided under separate cover by Bond
Counsel)**

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79 Mr. Adams indicated Resolution 2012-4 was reviewed by himself, District Counsel,
80 Bond Counsel and the District Engineer, all of which find it to be in order. A copy will be
81 provided to the Board.

82 Mr. Brougham voiced his opinion that documents should be provided to the Board prior
83 to the meetings, as he is not comfortable with being provided documents at the meeting and then
84 trying to make a decision, at that time. He noted this has been a repeated issue and asked the
85 Board to consider setting a policy requiring that documents to be considered for approval must
86 be included in the agenda package.

87 Given Mr. Brougham's comments, Mr. Adams asked the Board if they wished to defer
88 Items 4 and 5 to the February meeting, as neither is critical, at the present time. Mr. Brougham
89 indicated his desire to discuss the lake bank erosion matter today. Mr. Brougham wished to
90 defer further discussion of Item 4 to later in the agenda.

91 Mr. Brougham reiterated his request that, going forward, unless it is an emergency,
92 documents to be considered must be included in the Agenda package; otherwise, the Board will
93 not address the items. Mr. Adams agreed to Mr. Brougham's request.

94

95 **FIFTH ORDER OF BUSINESS**

**Consideration of Award of Lake Bank
Erosion Repair contract to Anchor
Marine Services**

96
97
98

99 Mr. Cole apologized for not providing the Board with the contract documents sooner;
100 however, he only received the completed documents from the contractor on Monday. He
101 reported that one (1) bid was received.

102 Mr. Cole recalled that no bids were received when the project first went out to bid.
103 Contractors were concerned about the project being in three (3) phases and requiring them to
104 maintain their bonding capacity for three (3) years, which would limit their bonding capacity for
105 other projects. As a result, the work was rebid a few weeks ago. Anchor Marine Environmental
106 Services, Inc., submitted a bid which was consistent with the Mr. Cole's estimates. The bid is

107 \$161,885. Mr. Cole noted the District approved a \$200,000 budget for this project and, with the
108 bid amount of \$161,885, a technical services and contingencies amount of \$38,115 is left. The
109 prices are in line with the estimates and contingency amounts, and leave room for unanticipated
110 repairs discovered while work is in progress. In response to Mr. Brougham's question, Mr. Cole
111 recommended the Board authorize him to make those types of decisions, rather than requiring
112 approval from the Board. Mr. Brougham felt it was an interesting coincidence that the proposal
113 and contingency figures add up to the exact amount budgeted for the project. Mr. Cole explained
114 that the proposal is \$161,885 and he mathematically calculated the contingency amount as the
115 difference between the budgeted and proposed amounts. Mr. Brougham asked Mr. Cole the
116 percentage of engineering fees included in the total. Mr. Cole confirmed he will need to check;
117 however, they budgeted 10% but have spent more than 10% on this single phase because they
118 had to expend all of the design money for the entire \$2 million project. The percentages are off
119 because of the job. Mr. Brougham indicated he is asking because the engineering fees were
120 discussed at a previous meeting and Mr. Cole's boss advised that he would give the District a
121 favorable rate. Mr. Cole indicated they have only billed time and materials and have taken
122 extensive efforts to design the project, conduct the bidding, produce the addendums and rebid it.
123 Mr. Brougham acknowledged Mr. Cole's response but indicated he feels he must test him
124 because he feels there is too much of a coincidence that the bid amount and contingency equal
125 the budgeted amount. Mr. Cole reiterated that the contingency amount was derived from
126 subtracting the bid amount from the budgeted amount. Mr. Cole explained that there are
127 contingency funds remaining; however, having a contingency allows wiggle room in the event
128 addition repairs are necessary. Mr. Cole stressed that unnecessary work will not be completed
129 just because there is contingency money.

130 Mr. Brougham asked the timeframe for completion of the project. Mr. Cole indicated the
131 bid bond, which is 5% of the bid amount, along the certificate of liability insurance, as revised,
132 were received. Mr. Pires confirmed he reviewed the contract documents. Mr. Cole indicated the
133 contractor license was received and he contacted all four (4) references and spoke to one (1).
134 Mr. Cole referred to the contract and obtaining signatures. Once the contract is signed, Mr. Cole
135 felt work would commence in mid February and be completed by mid June.

136 Mr. Pires referred to correspondence section of the bid and asked that Paragraph 7.3.1 be
137 deleted. Mr. Cole indicated he reviewed the request and does not have a problem with it. At Mr.

138 Pires' request, Mr. Cole explained that the item deals with soil gradation related to the material
139 pulled from the bottom and put into the geotube. Mr. Cole feels the contractor's terms and
140 specifications are standard in the industry.

141 Mr. Pires indicated he performed a legal check of Anchor Marine and found a federal
142 court case from 2005 involving a near drowning of a 16-year old minor working as a diver. The
143 case was settled. He is awaiting confirmation of insurance.

144 Mr. Pires recalled discussion about requiring all employees be over the age of 25 or be
145 adults. Mr. Cole indicated 18 is the' legal age of adulthood but Anchor Marine's references and
146 resumes show the employees to be over 25. Mr. Pires indicated, regardless, the District can
147 require that to be in the contract. He felt the District does not want to be in a position to allow
148 teenagers to be in the water.

149 In response to a question, Mr. Cole confirmed that the Board's decision today has no
150 contractual impact on CDD #2's decision; however, logistically, it would be better if both
151 projects are completed at the same time. He indicated that, when the work is being performed,
152 the contractor will provide a schedule, which will allow the District to notify residents.

153 Mr. Bergmoser asked if the contract has a 15-year warranty. Mr. Cole replied
154 affirmatively.

155

156 **On MOTION by Mr. Brougham and seconded by Mr.**
157 **Curland, with all in favor, the Anchor Marine Environmental**
158 **Services, Inc., contract and directing Staff to proceed with the**
159 **necessary paperwork, conditioned upon adding language to the**
160 **contract specifying that all persons working on the project are**
161 **of adult age, was approved.**

162

163

164 Mr. Brougham asked Mr. Cole to notify Mr. Adams, should work begin prior to the next
165 meeting.

166 • **Consideration of Resolution 2012-4, Adopting the Revised Engineer's Report for**
167 **Series 2005 Bond (Resolution to be provided under separate cover by Bond Counsel)**

168 *****Discussion of the Fourth Order of Business resumed.*****

169 Mr. Cole indicated the draft Revised Engineer's Report was included in the Agenda
170 package but the resolution was pending from Bond Counsel.

171 Mr. Adams indicated Resolution 2012-4 is a very simple resolution; it provides for
172 acceptance of the report, the date of completion and any conflicts. Mr. Cole referred to the first
173 paragraph on Page 2, noting it addresses the Date of Completion certificate and the District's
174 ability to use any available funds to construct or improve projects, as discussed at the previous
175 meeting.

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**On MOTION by Mr. Schutt and seconded by Mr. Slater, with
all in favor, Resolution 2012-4, Accepting the Final District
Engineer's Report for Phase 4, was adopted.**

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Mr. Schutt indicated there are numerous rounding errors in the report. Mr. Cole assured
him he will review it and make the necessary corrections.

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Mr. Cole reviewed the changes made to the report since 2005, including amendments,
over the years. Page 3 describes the community and no changes were made. Page 5 is a land use
table showing the types of use. He indicated that Paragraph 1, of Page 6, states, as of January 11,
2012, the total expenditures and funds remaining to be expended to complete the previously
approved bondholder approved work list amounted to approximately \$9.4 million dollars. The
bottom paragraph indicates construction in Phase 4 is approximately 60% completed based upon
the work originally planned in the Series 2005 Bond. Certain portions of the planned work were
deleted in anticipation of revisions to the planned scope of infrastructure resulting from
developer financial issues, unfavorable economic conditions, as well as the application of bond
funds by the indentured trustee to uses other than for construction related purposes. Presently,
approximately \$65,000 of work remains to be completed from the reduced scope. He detailed
the primary items to be completed. The paragraph concludes on Page 7, stating that if additional
monies become available, at the District's option, additional construction of infrastructure may
occur.

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199

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Mr. Brougham asked how much of the \$65,000 worth of remaining work the District had
agreed to fund from its general fund. Mr. Cole felt it was about \$25,000 to \$30,000, primarily
related to maintaining the permitting.

201

202

203

Mr. Cole indicated final engineer's reports were completed when Phases 1, 2 and 3 were
closed out. The Phase 3 report contained language stating any uncompleted work would move
forward to Phase 4; meaning, there are certain projects that were completed in Phase 4.

204 Mr. Cole reviewed the map on Page 8 and gave a brief history of the District's historical
205 boundaries. Page 9 contains the phase plan. Pages 10 and 11 describe the existing infrastructure
206 before beginning work. Page 12 details the individual Phase 4 construction items. Regarding
207 Phase 4, Mr. Cole explained that the roadways are non-CDD owned and the utilities to provide
208 services to the future tracts are considered CDD property. When the uncompleted Phase 3 work
209 was taken over, certain other roadwork areas were added to the Phase 4 project, including
210 restriping Championship Drive, installing handicap-warning mats at sidewalk crossings,
211 miscellaneous roadway items for final acceptance of Club Center Drive and the addition of
212 sidewalk connections along Championship Drive.

213 Mr. Cole referred to Item 3.2 Utilities and explained that construction ceased on certain
214 projects within Phase 4 and, at this time, approximately 70% of the planned utilities with the
215 future Phase 3, Unit 3 and Phase 6, Unit 1 project areas are completed. He identified those areas
216 showed where the work stopped. The report notes that, as such time that work resumes on these
217 particular projects, it is anticipated the water and wastewater facilities will be conveyed by CDD
218 1 to the Collier County Water - Sewer District.

219 Referring to Page 13, Mr. Cole indicated most earthwork and clearing has been
220 completed; however, there are three (3) lakes around and adjacent to the two (2) future
221 development tracts, for which work was not completed. Those areas are also referenced in the
222 stormwater management section, on Page 14.

223 Mr. Cole indicated that, for the most part, the District is current on payment of all pay
224 draws.

225 Mr. Cole briefly reviewed Items 3.6 through 3.9 on Page 15.

226 Mr. Brougham asked if this finalizes the engineer's report. Mr. Cole replied
227 affirmatively. Mr. Brougham asked, if monies become available in the future and there were
228 agreements to go forward to complete the infrastructure, what action the District would need to
229 take. Mr. Adams indicated they would need to prepare a revised report.

230 Mr. Cole reviewed Pages 16 and 17 containing a description and summary of costs table
231 of the individual components of the infrastructure work. He indicated that another sentence must
232 be added to the end of the second paragraph, on Page 16, to state, "the technical services
233 expenses also included construction bond funding, developer management fees and other related
234 soft costs", because there were other costs above just consulting and design fees.

235 Regarding Page 17, a Board Member asked if Phase 4 is the only one that has non-
236 construction related legal expenses. Mr. Cole referred to the last third and fifth paragraphs on
237 Page 16, as related to the non-construction legal expenses that were from the construction fund.
238 The Board asked that the exact amount of general fund monies approved by the Board be
239 included on Page 16.

240 Mr. Cole reviewed Tables 2 and 3, on Pages 17 through 27 and explained the figures.
241 Page 28 details the permits related to Phase 4, along with a notation that additional permits are
242 needed for the uncompleted and unfunded work items within Phase 4 and a statement that, if
243 additional construction monies become available, at the District's option, additional
244 infrastructure permitting may occur.

245 Mr. Pires advised that a new motion will be necessary, since Resolution 2012-4 accepted
246 the Engineer's Report but it has now been amended.

247

On MOTION by Mr. Brougham and seconded by Mr. Curland, with all in favor, rescinding adoption of Resolution 2012-4, Accepting the Final District Engineer's Report for Phase 4, was approved.

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On MOTION by Mr. Schutt and seconded by Mr. Brougham, with all in favor, Resolution 2012-4, Accepting the Final District Engineer's Report for Phase 4, as amended, revised and presented by Mr. Cole and including the comments by Mr. Schutt, was adopted.

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SIXTH ORDER OF BUSINESS

Engineer's Report

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Mr. Cole presented Pay Draw #65, related to the 2005 Series bond, for \$1,871.25 related to preparation of the engineer's report that was just approved and providing documentation to Mr. Pires regarding the status of the bondholders approved work items. He confirmed these are the complete costs related to the report, they are the initial costs. Mr. Brougham asked if CDD #1 has taken all necessary action with regard to the bankruptcy. Mr. Pires felt the District is current. Mr. Adams confirmed but noted Management must now adjust the amortization schedules.

270

271 **SEVENTH ORDER OF BUSINESS** **Consideration of Required Actions**
 272 **Resulting from Access Control**
 273 **Specifications Workshop**
 274

275 Mr. Adams requested the Board consider a motion directing Staff to continue with the
 276 barcode program only for staff of The Foundation and The Rookery. All others will continue to
 277 use remotes.
 278

On MOTION by Mr. Curland and seconded by Mr. Brougham, with all in favor, continuation of the barcode access program only for The Foundation and The Rookery staffs, was approved.

283
 284
 285 **EIGHTH ORDER OF BUSINESS** **Consideration of AJC Associates, Inc.,**
 286 **Indemnification Agreement**
 287

288 Mr. Pires indicated AJC Associates, Inc., has agreed to execute the Indemnification
 289 Agreement.

290 In response to Mr. Brougham's question, Mr. Pires confirmed that, to date, no fees,
 291 penalties or expenses have been incurred related to errors made to the lien roll by Ms. Carlson.
 292 Mr. Pires confirmed there is no time limit on the agreement; however, there is a statute of
 293 limitations with regard to professional negligence. Mr. Cole explained that, while the agreement
 294 goes back to 2005, the errors were just discovered last year; therefore, the statute of limitations
 295 begins running at the time they were discovered.
 296

On MOTION by Mr. Slater and seconded by Mr. Curland, with all in favor, the AJC Associates, Inc., Indemnification Agreement and authorizing the Chair to execute, on behalf of the District, was approved.

301
 302
 303 **NINTH ORDER OF BUSINESS** **Presentation: Analysis of Front Gage**
 304 **Study [Ron Albeit] (to be provided at**
 305 **meeting)**
 306

307 Mr. Brougham recalled that Mr. Turner requested consideration of adding additional
 308 resources at the front gate to handle work overloads. Mr. Albeit detailed a weeklong traffic

309 study with the purpose of determining the traffic, call and queue volume at the main gate. The
310 scope of the study was comprised of vehicles that accessed and were recorded, via the gatehouse
311 software, the incoming telephone calls to the main gate, calls from the Championship Drive call
312 box and vehicles in the queue awaiting entry. The study revealed that the peak traffic and call
313 volume, at the main gate, paralleled each other during hours of 10:00 a.m., and 2:00 p.m. The
314 conclusion is that lack of use of the automated attendant system was what greatly increased the
315 volume of calls to the main gate and caused an increase in missed calls and the wait time for cars
316 in the queue. Recommendations include reminders to residents to use the automated system,
317 along with instructions on how to use it. The officer on duty is to also verbally provide
318 information to those still using the direct dial system.

319 Mr. Brougham asked if incoming calls to the automated system could be monitored, to
320 determine if it is being utilized. Mr. Albeit indicated he would need to check and further detailed
321 the results in the study.

322 Regarding recommendations, Mr. Charbonneau noted part of the problem is that the
323 community directs guests and such to that gate to obtain access and, as it is the only access point,
324 the only thing another person would be able to do is answer the phone. He felt the community
325 should direct residents to utilize the auto attendant, rather than speaking to a person. He
326 discussed the process for informing residents, who call, how to use the auto attendant system.

327 Mr. Brougham asked the cost to add a person to answer phone calls and the benefit of
328 doing so. If a person were to be added, Mr. Albeit recommended four (4) hours per day, five (5)
329 days per week. Mr. Albeit felt that a better consideration would be implementation of an
330 answering system for when the gate attendant is busy with vehicles.

331 ******The audio recording ended. The remainder of the meeting was transcribed from***
332 ***meeting notes and reports.******

333

334 TENTH ORDER OF BUSINESS

Approval of Minutes

335

336 • December 14, 2011 Joint Access Control Specifications Workshop

337 Mr. Brougham presented the December 14, 2011 Joint Access Control Specifications
338 Workshop Minutes and asked for any additions, deletions or corrections.

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On MOTION by Mr. Brougham and seconded by Mr. Curland, with all in favor, the December 14, 2011 Joint Access Control Specifications Workshop, as presented, were approved.

• **December 14, 2011 Regular Meeting**

Mr. Brougham presented the December 14, 2011 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

Lines 26 and 357: Change “Lare” to “Lirot”

Line 40: Insert “proposed” after “closed”

On MOTION by Mr. Bergmoser and seconded by Mr. Slater, with all in favor, the December 14, 2011 Regular Meeting Minutes, as amended, were approved.

ELEVENTH ORDER OF BUSINESS Other Business

There being no other business, the next item followed.

TWELFTH ORDER OF BUSINESS Staff Reports

a. Attorney

There being no report, the next item followed.

b. Manager

i. Unaudited Financial Statements as of December 31, 2011

Mr. Adams presented the Unaudited Financial Statements as of December 31, 2011.

ii. NEXT MEETING DATE: February 22, 2012 at 8:00 A.M.

Mr. Adams noted the next meeting is scheduled for February 22, 2012.

c. Operations Manager

Ms. Crismond presented the Monthly Field Operations Status Report. She indicated that Management toured the lakes on Monday, December 19. Littorals, which were sprayed over and have since died, will be replaced, once all bull rush has been removed.

Regarding landscaping, Ms. Crismond reported that all plantings were treated for white fly and are being monitored. Management has instructed TruGreen to edge along the sidewalk

376 areas abutting the developer lots and spray the weeds growing into the edge of the roadway along
377 Mahogany Bend. She discussed the failure of two (2) drivers in the new pump house and the
378 replacement of both. She noted that FPL installed recording devices at both pump station
379 transformer boxes to obtain data to determine if the transformer boxes need replacement. The
380 recordings also showed that FPL's service to the pump stations is within operating standards and
381 no problems were found during the voltage-recording period.

382 Management is in the process of obtaining quotes to pressure clean all CDD sidewalks
383 and curbing. To date, only one (1) bid has been received.

384 Regarding patrol services, Ms. Crismond indicated that, as of Friday, January 20, there
385 were 28 stops; 24 issued to residents, three (3) to guests and one (1) vendor. Five (5) details
386 were completed during the month. Six (6) citations and 22 warnings were issued. The stops
387 included ten (10) for speeding, 17 stop sign violations and one (1) for no registration.

388

389	THIRTEENTH ORDER OF BUSINESS	Audience	Comments/Supervisors'
390		Requests	

391

392 There being no audience comments or Supervisors' requests, the next item followed.

393

394	FOURTEENTH ORDER OF BUSINESS	Adjournment
395		

395

396 There being nothing additional to discuss, the meeting adjourned.

397

<p>398 On MOTION by Mr. Brougham seconded by Mr. Slater, with 399 all in favor, the meeting adjourned at 10:03 a.m.</p>
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Secretary/Assistant Secretary

Chair/Vice Chair

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2012**

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2012**

	General 001	General 002	Debt Service Series 1999	Debt Service Series 2002	Debt Service Series 2005	Debt Service Series 2006	Capital Projects Series 2005	Total Governmental Funds
ASSETS								
Operating account								
SunTrust	\$ 896,228	\$ 1,674	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 897,902
Federated	9,515	38,107	-	-	-	-	-	47,622
Community Bank of Broward	39	-	-	-	-	-	-	39
BB& T - Savings	672	-	-	-	-	-	-	672
Investments								
Revenue	-	-	597,134	-	-	566,489	-	1,163,623
Revenue B	-	-	-	2	-	-	-	2
Reserve - series A	-	-	513,417	1,884	71	352,536	-	867,908
Reserve - series B	-	-	160,517	9,404	-	-	-	169,921
Prepayment - series A	-	-	10,685	-	-	7,138	-	17,823
Prepayment - series B	-	-	284	39	-	-	-	323
Rebate	-	-	-	-	-	782	-	782
Debt service	-	-	-	13	-	-	-	13
Remedial expenditure	-	-	-	18,620	5,191	-	-	23,811
Optional redemption	-	-	2,582	-	-	1,492	-	4,074
Construction	-	-	-	-	-	-	12,192	12,192
Due from other funds	387,836	-	61,844	-	-	32,003	-	481,683
Due from Developer	-	-	-	1,958,676	2,066,816	-	-	4,025,492
Assessments receivable	191,712	55,869	88,388	-	-	136,694	-	472,663
Deposits	5,125	-	-	-	-	-	-	5,125
Total Assets	<u>\$ 1,491,127</u>	<u>\$ 95,650</u>	<u>\$ 1,434,851</u>	<u>\$ 1,988,638</u>	<u>\$ 2,072,078</u>	<u>\$ 1,097,134</u>	<u>\$ 12,192</u>	<u>\$ 8,191,670</u>
LIABILITIES & FUND BALANCES								
Liabilities:								
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,187	\$ 14,187
Debt service payable	-	-	-	1,214,794	-	-	-	1,214,794
Due to other funds								
General fund 001	-	57,338	-	7,500	284,143	-	38,853	387,834
Debt service fund series 1999	61,829	15	-	-	-	-	-	61,844
Debt service fund series 2006	32,003	-	-	-	-	-	-	32,003
Deferred Revenue	191,712	55,869	88,388	1,958,676	2,066,816	136,694	-	4,498,155
Total liabilities	<u>285,544</u>	<u>113,222</u>	<u>88,388</u>	<u>3,180,970</u>	<u>2,350,959</u>	<u>136,694</u>	<u>53,040</u>	<u>6,208,817</u>
Fund balances:								
Reserved for:								
Debt service	-	-	1,346,463	(1,192,332)	(278,881)	960,440	-	835,690
Capital projects	-	-	-	-	-	-	(40,848)	(40,848)
Unreserved, undesignated	1,205,583	(17,572)	-	-	-	-	-	1,188,011
Total fund balances	<u>1,205,583</u>	<u>(17,572)</u>	<u>1,346,463</u>	<u>(1,192,332)</u>	<u>(278,881)</u>	<u>960,440</u>	<u>(40,848)</u>	<u>1,982,853</u>
Total liabilities and fund balance	<u>\$ 1,491,127</u>	<u>\$ 95,650</u>	<u>\$ 1,434,851</u>	<u>\$ 1,988,638</u>	<u>\$ 2,072,078</u>	<u>\$ 1,097,134</u>	<u>\$ 12,192</u>	<u>\$ 8,191,670</u>

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED JANUARY 31, 2012**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 23,430	\$ 1,102,863	\$ 1,770,262	62%
Developer assessment	-	159,799	639,197	25%
Interest	96	237	2,000	12%
Miscellaneous	825	6,820	7,000	97%
Total revenues	<u>24,351</u>	<u>1,269,719</u>	<u>2,418,459</u>	53%
EXPENDITURES				
Administrative				
Supervisors	2,153	6,674	12,918	52%
Management	4,847	19,392	58,175	33%
Assessment roll preparation	-	24,500	25,000	98%
Accounting services	1,583	6,332	18,997	33%
Audit	1,000	1,500	15,100	10%
Legal	4,582	6,519	110,000	6%
Legal - bankruptcy	7,555	37,753	-	N/A
Engineering	-	4,819	15,000	32%
Telephone	47	191	574	33%
Postage	37	727	3,000	24%
Insurance	-	28,106	16,193	174%
Printing and binding	47	191	574	33%
Legal advertising	203	3,398	2,000	170%
Office supplies and expenses	88	196	750	26%
Annual district filing fee	-	175	175	100%
Trustee	-	13,524	15,500	87%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	106	330	1,500	22%
Dissemination agent	911	3,643	10,928	33%
Total administrative	<u>23,159</u>	<u>157,970</u>	<u>310,384</u>	51%
Field management				
Field management services	2,102	8,406	25,218	33%
Total field management	<u>2,102</u>	<u>8,406</u>	<u>25,218</u>	33%
Water management maintenance				
Other contractual	12,848	40,585	401,789	10%
Fountains	8,256	14,858	47,500	31%
Total water management maintenance	<u>21,104</u>	<u>55,443</u>	<u>449,289</u>	12%
Street lighting				
Contractual services	2,310	2,405	18,000	13%
Electricity	3,564	9,914	34,000	29%
Holiday lighting program	11,000	11,000	12,000	92%
Miscellaneous	-	-	1,500	0%
Total street lighting	<u>16,874</u>	<u>23,319</u>	<u>65,500</u>	36%

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED JANUARY 31, 2012**

	Current Month	Year To Date	Budget	% of Budget
Landscaping				
Other contractual - landscape maintenance	147,542	224,652	880,000	26%
Improvements and renovations	1,375	2,415	75,000	3%
Contingencies	-	-	25,000	0%
Total landscaping	<u>148,917</u>	<u>227,067</u>	<u>980,000</u>	23%
Access control				
Contractual services	34,785	93,729	291,850	32%
Rentals and leases	5,259	13,403	17,090	78%
Fuel	1,055	3,431	10,358	33%
Repairs and maintenance - parts	240	3,414	5,179	66%
Repairs and maintenance - gatehouse	1,630	5,520	17,263	32%
Insurance	-	231	4,696	5%
Operating supplies	3,049	11,762	27,621	43%
Total access control	<u>46,018</u>	<u>131,490</u>	<u>374,057</u>	35%
Roadway				
Contractual services	399	1,197	6,500	18%
Roadway maintenance	467	2,765	40,000	7%
Total roadway	<u>866</u>	<u>3,962</u>	<u>46,500</u>	9%
Irrigation supply				
Electricity	23	68	750	9%
Repairs and maintenance	91	390	1,500	26%
Supply system	24,909	35,629	93,221	38%
Total irrigation supply	<u>25,023</u>	<u>36,087</u>	<u>95,471</u>	38%
Parks & recreation				
Repairs and maintenance	-	-	7,500	0%
Total parks & recreation	<u>-</u>	<u>-</u>	<u>7,500</u>	0%
Other fees & charges				
Property appraiser	-	26,987	27,660	98%
Tax collector	-	21,589	36,880	59%
Total other fees & charges	<u>-</u>	<u>48,576</u>	<u>64,540</u>	75%
Total expenditures	<u>284,063</u>	<u>692,320</u>	<u>2,418,459</u>	29%
Excess/(deficiency) of revenues over/(under) expenditures	(259,712)	577,399	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	7,706	47,784		N/A
Total other financing sources/(uses)	<u>7,706</u>	<u>47,784</u>	-	N/A
Net change in fund balances	(252,006)	625,183	-	
Fund balances - beginning	1,457,589	580,400	547,492	
Fund balances - ending	<u>\$ 1,205,583</u>	<u>\$ 1,205,583</u>	<u>\$ 547,492</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 002
FOR THE PERIOD ENDED JANUARY 31, 2012**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Interest	\$ -	\$ 2	\$ -	N/A
Total revenues	<u>-</u>	<u>2</u>	<u>-</u>	N/A
EXPENDITURES				
Debt service				
Bank charges	62	248		N/A
Total debt service	<u>62</u>	<u>248</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	(62)	(246)	-	
Fund balances - beginning	(17,510)	(17,326)		
Fund balances - ending	<u>\$ (17,572)</u>	<u>\$ (17,572)</u>	<u>\$ -</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 1999
FOR THE PERIOD ENDED JANUARY 31, 2012**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 36,921	\$ 665,792	\$ 1,032,626	64%
Total revenues	<u>36,921</u>	<u>665,792</u>	<u>1,032,626</u>	64%
EXPENDITURES				
Debt service				
Principal A	-	-	435,000	0%
Principal B	-	-	125,000	0%
Interest A	-	169,494	338,988	50%
Interest B	-	47,995	95,990	50%
Total debt service	<u>-</u>	<u>217,489</u>	<u>994,978</u>	22%
Other fees & charges				
Property appraiser	-	15,743	16,135	98%
Tax collector	-	12,577	21,513	58%
Total other fees & charges	<u>-</u>	<u>28,320</u>	<u>37,648</u>	75%
Total expenditures	<u>-</u>	<u>245,809</u>	<u>1,032,626</u>	24%
Excess/(deficiency) of revenues over/(under) expenditures	36,921	419,983	-	
Fund balances - beginning	<u>1,309,542</u>	<u>926,480</u>	<u>986,828</u>	
Fund balances - ending	<u>\$ 1,346,463</u>	<u>\$ 1,346,463</u>	<u>\$ 986,828</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2002
FOR THE PERIOD ENDED JANUARY 31, 2012**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Developer assessment	\$ -	\$ -	\$ 1,215,512	0%
Interest	1	2	-	N/A
Total revenues	<u>1</u>	<u>2</u>	<u>1,215,512</u>	0%
EXPENDITURES				
Debt service				
Principal A	-	-	180,000	0%
Principal B	-	-	100,000	0%
Interest A	-	-	621,156	0%
Interest B	-	-	314,356	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,215,512</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1	2	-	
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(9,880)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(9,880)</u>	<u>-</u>	N/A
Net change in fund balances	1	(9,878)	-	
Fund balances - beginning	(1,192,333)	(1,182,454)	274,067	
Fund balances - ending	<u>\$ (1,192,332)</u>	<u>\$ (1,192,332)</u>	<u>\$ 274,067</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2005
FOR THE PERIOD ENDED JANUARY 31, 2012**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: off-roll	\$ -	\$ -	\$ 911,600	0%
Total revenues	<u>-</u>	<u>-</u>	<u>911,600</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	185,000	0%
Interest	-	-	726,600	0%
Total debt service	<u>-</u>	<u>-</u>	<u>911,600</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>911,600</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
OTHER FINANCING SOURCES/(USES)				
Transfer out	(7,706)	(37,904)	-	N/A
Total other financing sources/(uses)	<u>(7,706)</u>	<u>(37,904)</u>	<u>-</u>	N/A
Net change in fund balances	(7,706)	(37,904)	-	
Fund balances - beginning	(271,175)	(240,977)	(16,099)	
Fund balances - ending	<u>\$ (278,881)</u>	<u>\$ (278,881)</u>	<u>\$ (16,099)</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2006
FOR THE PERIOD ENDED JANUARY 31, 2012**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 15,288	\$ 437,305	\$ 692,067	63%
Assessment prepayments	-	3,049	-	N/A
Total revenues	<u>15,288</u>	<u>440,354</u>	<u>692,067</u>	64%
EXPENDITURES				
Debt service				
Principal	-	-	500,000	0%
Interest	-	83,949	166,835	50%
Total debt service	<u>-</u>	<u>83,949</u>	<u>666,835</u>	13%
Other fees & charges				
Property appraiser	-	10,551	10,814	98%
Tax collector	-	8,440	14,418	59%
Total other fees & charges	<u>-</u>	<u>18,991</u>	<u>25,232</u>	75%
Total expenditures	<u>-</u>	<u>102,940</u>	<u>692,067</u>	15%
Excess/(deficiency) of revenues over/(under) expenditures	15,288	337,414	-	
Fund balances - beginning	945,152	623,026	668,289	
Fund balances - ending	<u>\$ 960,440</u>	<u>\$ 960,440</u>	<u>\$ 668,289</u>	

**FIDDLER'S CREEK
COMMUNITY DEVELOPMENT DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2005
FOR THE PERIOD ENDED JANUARY 31, 2012**

	Current Month	Year To Date
REVENUES		
Interest	\$ -	\$ 1
Total revenues	-	1
EXPENDITURES		
Capital outlay	-	7,575
Total expenditures	-	7,575
Excess/(deficiency) of revenues over/(under) expenditures	-	(7,574)
Net change in fund balances	-	(7,574)
Fund balances - beginning	(40,848)	(33,274)
Fund balances - ending	\$ (40,848)	\$ (40,848)

Fiddler's Creek

Community Development District #1

Series 1999 A

\$9,305,000

Amortization Schedule

Date	Principal	Rate	Interest	Total P+I
11/01/2011	\$ -	-	\$ 169,493.75	\$ 169,493.75
05/01/2012	435,000.00	5.875%	169,493.75	604,493.75
11/01/2012	-	-	156,715.63	156,715.63
05/01/2013	465,000.00	5.875%	156,715.63	621,715.63
11/01/2013	-	-	143,056.25	143,056.25
05/01/2014	490,000.00	5.875%	143,056.25	633,056.25
11/01/2014	-	-	128,662.50	128,662.50
05/01/2015	520,000.00	5.875%	128,662.50	648,662.50
11/01/2015	-	-	113,387.50	113,387.50
05/01/2016	555,000.00	5.875%	113,387.50	668,387.50
11/01/2016	-	-	97,084.38	97,084.38
05/01/2017	585,000.00	5.875%	97,084.38	682,084.38
11/01/2017	-	-	79,900.00	79,900.00
05/01/2018	620,000.00	5.875%	79,900.00	699,900.00
11/01/2018	-	-	61,687.50	61,687.50
05/01/2019	660,000.00	5.875%	61,687.50	721,687.50
11/01/2019	-	-	42,300.00	42,300.00
05/01/2020	700,000.00	5.875%	42,300.00	742,300.00
11/01/2020	-	-	21,737.50	21,737.50
05/01/2021	740,000.00	5.875%	21,737.50	761,737.50
Total	\$ 5,770,000.00	-	\$ 2,028,050.02	\$ 7,798,050.02

Fiddler's Creek

Community Development District #1

Series 1999 B

\$7,940,000

Amortization Schedule

Date	Principal	Rate	Interest	Total P+I
11/01/2011	\$ -	-	\$ 47,995.00	\$ 47,995.00
05/01/2012	125,000.00	5.800%	47,995.00	172,995.00
11/01/2012	-	-	44,370.00	44,370.00
05/01/2013	135,000.00	5.800%	44,370.00	179,370.00
11/01/2013	-	-	40,455.00	40,455.00
05/01/2014	140,000.00	5.800%	40,455.00	180,455.00
11/01/2014	-	-	36,395.00	36,395.00
05/01/2015	150,000.00	5.800%	36,395.00	186,395.00
11/01/2015	-	-	32,045.00	32,045.00
05/01/2016	160,000.00	5.800%	32,045.00	192,045.00
11/01/2016	-	-	27,405.00	27,405.00
05/01/2017	165,000.00	5.800%	27,405.00	192,405.00
11/01/2017	-	-	22,620.00	22,620.00
05/01/2018	180,000.00	5.800%	22,620.00	202,620.00
11/01/2018	-	-	17,400.00	17,400.00
05/01/2019	190,000.00	5.800%	17,400.00	207,400.00
11/01/2019	-	-	11,890.00	11,890.00
05/01/2020	200,000.00	5.800%	11,890.00	211,890.00
11/01/2020	-	-	6,090.00	6,090.00
05/01/2021	210,000.00	5.800%	6,090.00	216,090.00
Total	\$ 1,655,000.00	-	\$ 573,330.00	\$ 2,228,330.00

Fiddler's Creek

Community Development District #1

Series 2002 A

\$10,120,000

Amortization Schedule

Date	Principal	Rate	Interest	Total P+I
05/01/2010	\$ 160,000.00	6.875%	\$ 321,921.88	\$ 481,921.88
11/01/2010	-	-	316,421.88	316,421.88
05/01/2011	170,000.00	6.875%	316,421.88	486,421.88
11/01/2011	-	-	310,578.13	310,578.13
05/01/2012	180,000.00	6.875%	310,578.13	490,578.13
11/01/2012	-	-	304,390.63	304,390.63
05/01/2013	195,000.00	6.875%	304,390.63	499,390.63
11/01/2013	-	-	297,687.50	297,687.50
05/01/2014	210,000.00	6.875%	297,687.50	507,687.50
11/01/2014	-	-	290,468.75	290,468.75
05/01/2015	225,000.00	6.875%	290,468.75	515,468.75
11/01/2015	-	-	282,734.38	282,734.38
05/01/2016	240,000.00	6.875%	282,734.38	522,734.38
11/01/2016	-	-	274,484.38	274,484.38
05/01/2017	255,000.00	6.875%	274,484.38	529,484.38
11/01/2017	-	-	265,718.75	265,718.75
05/01/2018	275,000.00	6.875%	265,718.75	540,718.75
11/01/2018	-	-	256,265.63	256,265.63
05/01/2019	295,000.00	6.875%	256,265.63	551,265.63
11/01/2019	-	-	246,125.00	246,125.00
05/01/2020	315,000.00	6.875%	246,125.00	561,125.00
11/01/2020	-	-	235,296.88	235,296.88
05/01/2021	340,000.00	6.875%	235,296.88	575,296.88
11/01/2021	-	-	223,609.38	223,609.38
05/01/2022	360,000.00	6.875%	223,609.38	583,609.38
11/01/2022	-	-	211,234.38	211,234.38
05/01/2023	385,000.00	6.875%	211,234.38	596,234.38
11/01/2023	-	-	198,000.00	198,000.00
05/01/2024	415,000.00	6.875%	198,000.00	613,000.00
11/01/2024	-	-	183,734.38	183,734.38
05/01/2025	445,000.00	6.875%	183,734.38	628,734.38
11/01/2025	-	-	168,437.50	168,437.50
05/01/2026	475,000.00	6.875%	168,437.50	643,437.50
11/01/2026	-	-	152,109.38	152,109.38
05/01/2027	510,000.00	6.875%	152,109.38	662,109.38
11/01/2027	-	-	134,578.13	134,578.13
05/01/2028	545,000.00	6.875%	134,578.13	679,578.13
11/01/2028	-	-	115,843.75	115,843.75
05/01/2029	585,000.00	6.875%	115,843.75	700,843.75

Fiddler's Creek

Community Development District #1

Series 2002 A

\$10,120,000

Amortization Schedule

Date	Principal	Rate	Interest	Total P+I
11/01/2029	-	-	95,734.38	95,734.38
05/01/2030	625,000.00	6.875%	95,734.38	720,734.38
11/01/2030	-	-	74,250.00	74,250.00
05/01/2031	670,000.00	6.875%	74,250.00	744,250.00
11/01/2031	-	-	51,218.75	51,218.75
05/01/2032	720,000.00	6.875%	51,218.75	771,218.75
11/01/2032	-	-	26,468.75	26,468.75
05/01/2033	770,000.00	6.875%	26,468.75	796,468.75
Total	\$ 9,365,000.00	-	\$ 9,752,703.26	\$ 19,117,703.26

Fiddler's Creek

Community Development District #1

Series 2002 B

\$5,330,000

Amortization Schedule

Date	Principal	Rate	Interest	Total P+I
05/01/2010	\$ 85,000.00	6.625%	\$ 162,975.00	\$ 247,975.00
11/01/2010	-	-	160,159.38	160,159.38
05/01/2011	90,000.00	6.625%	160,159.38	250,159.38
11/01/2011	-	-	157,178.13	157,178.13
05/01/2012	100,000.00	6.625%	157,178.13	257,178.13
11/01/2012	-	-	153,865.63	153,865.63
05/01/2013	105,000.00	6.625%	153,865.63	258,865.63
11/01/2013	-	-	150,387.50	150,387.50
05/01/2014	115,000.00	6.625%	150,387.50	265,387.50
11/01/2014	-	-	146,578.13	146,578.13
05/01/2015	120,000.00	6.625%	146,578.13	266,578.13
11/01/2015	-	-	142,603.13	142,603.13
05/01/2016	130,000.00	6.625%	142,603.13	272,603.13
11/01/2016	-	-	138,296.88	138,296.88
05/01/2017	135,000.00	6.625%	138,296.88	273,296.88
11/01/2017	-	-	133,825.00	133,825.00
05/01/2018	145,000.00	6.625%	133,825.00	278,825.00
11/01/2018	-	-	129,021.88	129,021.88
05/01/2019	155,000.00	6.625%	129,021.88	284,021.88
11/01/2019	-	-	123,887.50	123,887.50
05/01/2020	170,000.00	6.625%	123,887.50	293,887.50
11/01/2020	-	-	118,256.25	118,256.25
05/01/2021	180,000.00	6.625%	118,256.25	298,256.25
11/01/2021	-	-	112,293.75	112,293.75
05/01/2022	190,000.00	6.625%	112,293.75	302,293.75
11/01/2022	-	-	106,000.00	106,000.00
05/01/2023	205,000.00	6.625%	106,000.00	311,000.00
11/01/2023	-	-	99,209.38	99,209.38
05/01/2024	220,000.00	6.625%	99,209.38	319,209.38
11/01/2024	-	-	91,921.88	91,921.88
05/01/2025	235,000.00	6.625%	91,921.88	326,921.88
11/01/2025	-	-	84,137.50	84,137.50
05/01/2026	250,000.00	6.625%	84,137.50	334,137.50
11/01/2026	-	-	75,856.25	75,856.25
05/01/2027	265,000.00	6.625%	75,856.25	340,856.25
11/01/2027	-	-	67,078.13	67,078.13
05/01/2028	285,000.00	6.625%	67,078.13	352,078.13
11/01/2028	-	-	57,637.50	57,637.50
05/01/2029	305,000.00	6.625%	57,637.50	362,637.50

Fiddler's Creek

Community Development District #1

Series 2002 B

\$5,330,000

Amortization Schedule

Date	Principal	Rate	Interest	Total P+I
11/01/2029	-	-	47,534.38	47,534.38
05/01/2030	325,000.00	6.625%	47,534.38	372,534.38
11/01/2030	-	-	36,768.75	36,768.75
05/01/2031	345,000.00	6.625%	36,768.75	381,768.75
11/01/2031	-	-	25,340.63	25,340.63
05/01/2032	370,000.00	6.625%	25,340.63	395,340.63
11/01/2032	-	-	13,084.38	13,084.38
05/01/2033	395,000.00	6.625%	13,084.38	408,084.38
Total	\$ 4,920,000.00	-	\$ 4,904,818.88	\$ 9,824,818.88

Fiddler's Creek

Community Development District #1

Series 2005

\$18,095,000

Amortization Schedule

Date	Principal	Rate	Interest	Total P+I
05/01/2011	\$ 255,000.00	6.000%	\$ 370,950.00	\$ 625,950.00
11/01/2011	-	-	363,300.00	363,300.00
05/01/2012	185,000.00	6.000%	363,300.00	548,300.00
11/01/2012	-	-	357,750.00	357,750.00
05/01/2013	195,000.00	6.000%	357,750.00	552,750.00
11/01/2013	-	-	351,900.00	351,900.00
05/01/2014	210,000.00	6.000%	351,900.00	561,900.00
11/01/2014	-	-	345,600.00	345,600.00
05/01/2015	220,000.00	6.000%	345,600.00	565,600.00
11/01/2015	-	-	339,000.00	339,000.00
05/01/2016	235,000.00	6.000%	339,000.00	574,000.00
11/01/2016	-	-	331,950.00	331,950.00
05/01/2017	250,000.00	6.000%	331,950.00	581,950.00
11/01/2017	-	-	324,450.00	324,450.00
05/01/2018	265,000.00	6.000%	324,450.00	589,450.00
11/01/2018	-	-	316,500.00	316,500.00
05/01/2019	280,000.00	6.000%	316,500.00	596,500.00
11/01/2019	-	-	308,100.00	308,100.00
05/01/2020	300,000.00	6.000%	308,100.00	608,100.00
11/01/2020	-	-	299,100.00	299,100.00
05/01/2021	315,000.00	6.000%	299,100.00	614,100.00
11/01/2021	-	-	289,650.00	289,650.00
05/01/2022	335,000.00	6.000%	289,650.00	624,650.00
11/01/2022	-	-	279,600.00	279,600.00
05/01/2023	355,000.00	6.000%	279,600.00	634,600.00
11/01/2023	-	-	268,950.00	268,950.00
05/01/2024	380,000.00	6.000%	268,950.00	648,950.00
11/01/2024	-	-	257,550.00	257,550.00
05/01/2025	405,000.00	6.000%	257,550.00	662,550.00
11/01/2025	-	-	245,400.00	245,400.00
05/01/2026	430,000.00	6.000%	245,400.00	675,400.00
11/01/2026	-	-	232,500.00	232,500.00
05/01/2027	455,000.00	6.000%	232,500.00	687,500.00
11/01/2027	-	-	218,850.00	218,850.00
05/01/2028	480,000.00	6.000%	218,850.00	698,850.00
11/01/2028	-	-	204,450.00	204,450.00
05/01/2029	510,000.00	6.000%	204,450.00	714,450.00

Fiddler's Creek

Community Development District #1

Series 2005

\$18,095,000

Amortization Schedule

Date	Principal	Rate	Interest	Total P+I
11/01/2029	-	-	189,150.00	189,150.00
05/01/2030	545,000.00	6.000%	189,150.00	734,150.00
11/01/2030	-	-	172,800.00	172,800.00
05/01/2031	580,000.00	6.000%	172,800.00	752,800.00
11/01/2031	-	-	155,400.00	155,400.00
05/01/2032	615,000.00	6.000%	155,400.00	770,400.00
11/01/2032	-	-	136,950.00	136,950.00
05/01/2033	650,000.00	6.000%	136,950.00	786,950.00
11/01/2033	-	-	117,450.00	117,450.00
05/01/2034	690,000.00	6.000%	117,450.00	807,450.00
11/01/2034	-	-	96,750.00	96,750.00
05/01/2035	735,000.00	6.000%	96,750.00	831,750.00
11/01/2035	-	-	74,700.00	74,700.00
05/01/2036	780,000.00	6.000%	74,700.00	854,700.00
11/01/2036	-	-	51,300.00	51,300.00
05/01/2037	830,000.00	6.000%	51,300.00	881,300.00
11/01/2037	-	-	26,400.00	26,400.00
05/01/2038	880,000.00	6.000%	26,400.00	906,400.00
Total	\$ 12,365,000.00	-	\$ 13,081,950.00	\$ 25,446,950.00

Fiddler's Creek

Community Development District #1

Series 2006

\$6,570,000

Amortization Schedule

Date		Principal	Rate		Interest		Total P+I
11/01/2011	\$	-	-	\$	83,949.37	\$	83,949.37
05/01/2012		500,000.00	4.200%		82,886.04		582,886.04
11/01/2012		-	-		73,162.62		73,162.62
05/01/2013		520,000.00	4.200%		72,100.48		592,100.48
11/01/2013		-	-		62,353.32		62,353.32
05/01/2014		545,000.00	4.200%		61,336.68		606,336.68
11/01/2014		-	-		50,814.25		50,814.25
05/01/2015		565,000.00	4.200%		49,985.75		614,985.75
11/01/2015		-	-		38,851.73		38,851.73
05/01/2016		590,000.00	4.200%		38,359.62		628,359.62
11/01/2016		-	-		26,287.87		26,287.87
05/01/2017		615,000.00	4.200%		25,906.23		640,906.23
11/01/2017		-	-		13,338.74		13,338.74
05/01/2018		630,000.00	4.200%		13,121.26		643,121.26
Total	\$	3,965,000.00	-	\$	692,453.96	\$	4,657,453.96