

Seat 1 - Joe Nisbett, Vice-Chairman Seat 2 - Dr. Randy McDaniel, Supervisor Seat 3 - Brad Brown, Supervisor Seat 4 - Mike Berning, Chairman Seat 5 - Gerry Lachnicht, Supervisor

Monthly Board Meetings are held at: District Office Board Room 984 Old Mill Run The Villages, Florida 32162

## AGENDA

#### April 16, 2020 10:30 AM

The District encourages citizen participation in the democratic process and recognizes and protects the right of freedom of speech afforded to all. As the Board conducts the business of the District, rules of civility shall apply. District Board Supervisors, Staff members, and members of the public are to communicate respectfully. It is preferred that persons speak only when recognized by the Board Chair and, at that time, refrain from engaging in personal attacks or derogatory or offensive language. Persons who are deemed to be disruptive and negatively impact the efficient operation of the meeting shall be subject to removal after two verbal warnings.

### Notice to Public: Audience Comments on all issues will be received by the Board.

- 1. Call to Order
  - A. Roll Call
  - B. Pledge of Allegiance
  - C. Observation of Moment of Silence
  - D. Welcome Meeting Attendees
  - E. Audience Comments

## **CONSENT AGENDA:**

A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and no discussion is required unless desired by a Board Supervisor or a Member of the Public.

2. Approval of the Minutes

Approval of the Minutes for the Meeting held on February 20, 2020.

3. Amendment One to Agreement #19P-016 with American Janitorial, Inc.

Review and approval for two Amendments between Sumter Landing Community Development District (SLCDD) and American Janitorial, Inc. for portions of RFP #19P-016 Janitorial Services for various District Areas (*PWAC Consideration Item*)

4. Award of Request for Proposal (RFP) #20P-006 Landscape & Irrigation Maintenance for Lake Sumter Landing & Village of Spanish Springs

Review and approval of award of RFP #20P-006 Landscape and Irrigation Maintenance for Sumter Landing & Village of Spanish Springs from SLAD Fund. (*PWAC Consideration Item*)

- 5. Award of Invitation to Bid (ITB) #20B-005 Purchase & Delivery of Recreation Equipment Pickleballs Review and approval of award of Invitation to Bid (ITB) #20B-005 Purchase & Delivery of Recreation Equipment - (*PWAC Consideration Item*)
- 6. Award of Invitation to Bid (ITB) #20B-009 VakPak Filter Replacement at Various Pools Review and approval of award for Invitation to Bid (ITB) #20B-009 - VakPak Filter Replacement at Various Pools. (*PWAC Consideration Item*)
- 7. Request to terminate agreement with Encompass CSI, LLC for Group C Portion of RFP #19P-016; Janitorial Services for Various District Areas

Review and approval to terminate agreement with Encompass CSI, LLC for Group C Portion of RFP #19P-016; Janitorial Services for Various District Areas and process a new RFP for services. (*PWAC Consideration Item*)

 Award of Invitation to Bid (ITB) #20B-013 – Aquatic Pool Lift Installation Service & Maintenance Review and approval of award for Invitation to Bid (ITB) #20B-013 Aquatic Pool Lift Installation Service & Maintenance (PWAC Consideration Item)

## **NEW BUSINESS:**

9. Adoption of Resolution 20-05

Adoption of Resolution 20-05 authorizing certain actions of the District Manager as it pertains to the Public Health, Welfare and Safety due to the threat of COVID-19.

## INFORMATIONAL ITEMS ONLY:

10. Financial StatementsFinancial Statements as of February 29, 2020

## **REPORTS AND INPUT:**

- 11. District Manager Reports
  - A. COVID-19 District Management Update
- 12. District Counsel Reports
- 13. Supervisor Comments
- 14. Adjourn

## HOSPITALITY \* STEWARDSHIP \* INNOVATION & CREATIVITY \* HARD WORK

#### NOTICE

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. Audio recordings of Board meetings, workshops or public hearings are available for purchase per Florida Statute 119.07 through the District Clerk for \$1.00 per CD requested. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (352) 751-3939 at least five calendar days prior to the meeting.



## AGENDA REQUEST

TO:	Board of Supervisors Sumter Landing Community Development District
FROM:	Jennifer McQueary, District Clerk
DATE:	4/16/2020
SUBJECT:	Approval of the Minutes

**ISSUE:**Approval of the Minutes for the Meeting held on February 20, 2020.

**ANALYSIS/INFORMATION:**Staff requests approval of the Minutes for the Meeting held on February 20, 2020.

**<u>STAFF RECOMMENDATION</u>**: Staff recommends approval of the Minutes for the Meeting held on February 20, 2020.

MOTION: Motion to approve the Minutes for the Meeting held on February 20, 2020.

## **ATTACHMENTS:**

	Description	Туре
D	February 20, 2020 Minutes	Cover Memo

## MINUTES OF MEETING SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

A Meeting of the Board of Supervisors of Sumter Landing Community Development District was held on Thursday, February 20, 2020 at 10:30 a.m. at the District Office Board Room, 984 Old Mill Run, The Villages, Florida, 32162.

Board members present and constituting a quorum:

Mike BerningChairmanRandy McDanielSupervisorBrad BrownSupervisorGerry LachnichtSupervisor

#### Staff Present:

Richard Baier	District Manager
Kenny Blocker	Assistant District Manager
Lewis Stone	District Counsel
Blair Bean	District Property Management Assistant Director
Candy Dennis	Manager
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Brittany Wilson	Director of Technology & Board Support Services
Jennifer McQueary	District Clerk
Julie Kulas	Administrative Assistant

#### FIRST ORDER OF BUSINESS:

Call to Order

#### A. Roll Call

Chairman Berning called the meeting to order at 10:32 a.m. and stated for the record that four (4) Supervisors were present representing a quorum. Joe Nisbett was absent.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of a Moment of Silence

SLCDD – Meeting Minutes February 20, 2020 Page 2

The Board observed a moment of silence for those who have served our Country and their community.

D. Welcome Meeting Attendees

The Board welcomed all those residents in attendance.

E. Audience Comments

No audience comments were received.

#### **CONSENT AGENDA:**

Chairman Berning advised the Board that a motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and no discussion will occur unless desired by a Supervisor or a member of the public.

On MOTION by Brad Brown, seconded by Gerry Lachnicht, with all in favor, the Board took formal action on the following items included on the Consent Agenda:

SECOND ORDER OF BUSINESS: Approved the Minutes from the Meeting held on January 16, 2020.

THIRD ORDER OF BUSINESS: Adopted Resolution 20-02 amending the Fiscal Year 2019-20 Sumter Landing Amenities Division Fund Budget for the purchase and installation of aquatic access lifts at a total cost of \$306,000. FOURTH ORDER OF BUSINESS: Adopted Resolution 20-03 providing funds for the management and operations of the new Marsh View and Lowlands courses and the reimbursement revenue from the developer in the amount of \$274,186.

FIFTH ORDER OF BUSINESS: Approved the request to piggyback the Department of Management Services (DMS) State of Florida Contract #72102103-15-1 for Pest Control Services, awarded to Florida Pest Control and Chemical Company, for the furnishing and application of pest control services, on a monthly basis, at a cost of \$1.29 per 1,000 square feet (Exhibit A); authorized issuance of a purchase order and authorized the Chairman/Vice Chairman to sign the piggyback agreement.

SIXTH ORDER OF BUSINESS: Approved declaring Rain Bird Cooperation as Standardized Irrigation Products for Irrigation Pump Station Products and Accessories, as needed, and approved declaring Florida Irrigation Supply (FIS Outdoor, Inc.) as the sole authorized distributor for all future purchases, as needed, and authorized the Chairman/Vice Chairman to sign the Agreements from Rain Bird.

SEVENTH ORDER OF BUSINESS: Approved declaring Nova Sports USA, Inc. products as the Standardized Products of use for sport court surfacing

## projects at Recreation Centers within the Sumter Landing Community Development District Board (SCLDD) area.

## EIGHTH ORDER OF BUSINESS: Acceptance of Audit Report for Year Ending September 30, 2019

Anne Hochsprung, Finance Director, reviewed the Statement of Activities as well as the Balance Sheet of Governmental Funds with the Board. The following items were highlighted from the Fiscal Year 2018/2019 audit:

- Total assets of the District are \$481,362,000; and the deferred outflows of the resources of the District are \$903,000;
- Total liabilities of the District are \$405,692,000; and the deferred inflows of the resources of the District are \$0;
- The assets and deferred outflows of the District exceeded its liabilities and deferred inflows as of September 30, 2019, by \$76,573,000 (net position). Of this amount, \$71,258,000 is unrestricted and can be used at the discretion of the Board of Supervisors.
- As of September 30, 2019 net position for governmental activities was \$42,335,000 or 295% of total governmental revenues. Of this amount, \$32,328,000 reflects its investment in capital assets.
- The current year's unrestricted net position for governmental activities is \$10,007,000 or 70% of total governmental revenues.
- As of September 30, 2019, net position for business-type activities was \$34,238,000 or 45% of total business-type revenues. Of this amount (\$36,499,000) reflects its investment in capital assets, \$8,093,000 is restricted for debt service and \$1,394,000 is restricted for renewal and replacement.
- The current year's unrestricted fund balance for business-type activities is \$61,251,000 or 81% of total business-type revenues.
- The total net position has grown from a fiscal year 2018 balance \$69,101,000 to a fiscal year 2019 balance of \$76,573,000.
- The District's total revenues of \$90,371,000 exceeded the expenses of \$82,899,000 providing a \$7,472,000 increase in total net position; the increase in net position for the

business-type activities was \$7,573,000 offset by a decrease in net position for the governmental activities of (\$101,000).

- Depreciation expenses on existing capital assets for the current fiscal year amounted to \$8,413,000 to show the need for the gradual replacement of these assets over time. Amortization expense totaled \$5,247,000 for the current year.
- The District's total debt decreased by \$7,500,000 during the year ending September 30, 2019.

Mark White of Purvis & Gray, the District's Auditors, advised that an unmodified opinion has been issued and stated that the financial statements are fairly presented in accordance with generally accepted accounting principles and are free from material mistakes. Mr. White reviewed the Independent Auditors Report and thanked Staff for their cooperation in providing all necessary documents to them for the completion of their audit. Mr. White responded to the Board inquiries.

The Board thanked Staff for their continued diligent efforts on behalf of the residents.

On MOTION by Gerry Lachnicht, seconded by Brad Brown, with all in favor, the Board accepted the Sumter Landing Community Development District Audit Report for Fiscal Year 2018 – 2019.

## NINTH ORDER OF BUSINESS: Revised District Investment Policy

Kenny Blocker, Assistant District Manager, advised that Staff is requesting the Board adopt Resolution 20-04 revising the District's Investment Policy to add an additional authorized investment to allow Fixed Income exchange traded funds (ETF's) within the policy. Mr. Blocker advised that the Investment Advisory Committee (IAC) has completed an in-depth review and has recommended approval of the revision to the policy.

On MOTION by Gerry Lachnicht, seconded by Brad Brown, with all in favor, the Board adopted Resolution 20-04 approving the revised District Investment Policy effective the date of approval.

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### **TENTH ORDER OF BUSINESS:** Acceptance of Grant of Appurtenant Easement

Richard Baier, District Manager, advised that Staff is requesting that the Board accept the Grant of Appurtenant Easement from The Villages of Lake-Sumter, Inc. to provide the driveway extension to accommodate the tower truck now housed at Fire Station 40 located on Parr Drive. As a condition of the use of this easement, the District will be responsible for the routine maintenance, repair, replacement and upkeep of the surface of the property.

On MOTION by Brad Brown, seconded by Randy McDaniel, with all in favor, the Board accepted the Grant of Appurtenant Easement from The Villages of Lake-Sumter, Inc.

# ELEVENTH ORDER OF BUSINESS: Updated Fiscal Year 2020-21 Final Budget Calendar

Mr. Blocker advised that the Fiscal Year 2020/2021 Budget Calendar has been revised to reflect the meeting time change from 10:00 a.m. to 10:30 a.m.

## **TWELFTH ORDER OF BUSINESS:** Financial Statements

Anne Hochsprung provided the Board with an overview of the Financial Statements as of December 31, 2019.

Supervisor McDaniel congratulated Staff on its financial operations of the District and obtaining a clean audit report.

## THIRTEENTH ORDER OF BUSINESS: District Manager Reports

A. PWAC After Agenda

Mr. Baier provided the following highlights of the Project Wide Advisory Committee (PWAC) meeting held on February 10, 2020:

• The Committee addressed concerns regarding signage installed by the Developer along the multi-modal paths, near the Brownwood area, which does not adhere to the District's current standards. The Committee was advised that the signs would be replaced at no cost to the District.

- Staff advised that the turf condition of the area located near Hillsborough and Morse Boulevard was reviewed and no issues have been identified. Staff will continue to monitor the area.
- In response to a Committee Member's inquiry, Staff advised that an additional bulletin board was installed at each postal facility at a cost of \$240. The existing boards are being utilized to notice the weekly Architectural Review Committee meeting agendas.
- Stop signs will be placed along the multi-modal path at the location of the construction of the new Brownwood Wood Shop.
- B. District Government Update Meeting

Mr. Baier advised the next District Government Update meeting will be held on Friday, February 28<sup>th</sup> at Laurel Manor Recreation Center from 8:00 a.m. to 10:00 a.m.

C. Copying Board Members

Mr. Baier provided the Committee with a reminder not to hit "Reply to All" when responding to emails that are sent to the Committee to ensure an inadvertent Sunshine Law violation does not occur.

D. Community Watch Memo

Mr. Baier advised that Staff has provided the Board with a copy of a memorandum that was presented to the PWAC at their meeting held on February 10, 2020 which provides a comparison overview of the limited services provided by local community policing programs versus the services provided by Community Watch. The memorandum also provides the different 86 documented actions and the number of occurrences for each action.

## FOURTEENTH ORDER OF BUSINESS: District Counsel Reports

Mr. Baier advised that Mark Brionez, District Counsel to the numbered Districts, will hold the next Supervisors' training session for Ethics, Public Records and Sunshine Law on Tuesday, March 17, 2020 at 9:00 a.m. in the District Office Large Conference Room.

#### FIFTEENTH ORDER OF BUSINESS: Supervisor Comments

There were no Supervisor Comments.

## SIXTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 11:08 a.m.

On MOTION by Brad Brown, seconded by Randy McDaniel, with all in favor, the Meeting was adjourned.

Richard J. Baier Secretary Mike Berning Chairman



## AGENDA REQUEST

SUBJECT:	Amendment One to Agreement #19P-016 with American Janitorial, Inc
DATE:	4/16/2020
FROM:	Mark LaRock, Purchasing Director; Melissa Schaar, Purchasing Supervisor
TO:	Board of Supervisors Sumter Landing Community Development District

## **ISSUE:**

Review and approval for two Amendments between Sumter Landing Community Development District (SLCDD) and American Janitorial, Inc. for portions of RFP #19P-016 Janitorial Services for various District Areas (*PWAC Consideration Item*)

## **ANALYSIS/INFORMATION:**

On December 19, 2019 SLCDD entered into three Agreements as a result of Request for Proposals (RFP) #19P-016 for professional janitorial services for properties owned and/or operated by the District. Services include the routine cleaning of recreation centers, postal stations, dog parks, sports complexes, pool areas and offices. American Janitorial, Inc. was awarded for Group A1 at \$573,038.90/annually and Group B at \$677,077.97/annually for a combined proposed annual amount of \$1,250,116.87, and #3 ranked Encompass CSI, LLC was awarded Group C at \$628,220.72/annually. The total awarded SLCDD grand total annual amount for Groups A1, B and C is \$1,878,337.59.

First, effective April 1, 2020, Amendment One to the Agreement with American Janitorial, Inc. (**Group A1**) will add Bridgeport Postal Facility to the areas needing janitorial services for an additional annual amount of \$2,658.00 (approximately \$221.50 monthly). This amendment will also add cleaning services of 24 water fountains to the applicable areas needing janitorial services at various Recreation Centers at no additional cost. Amendment One for Group A1 will result in an amended total Agreement amount of \$575,696.90 for (see Group A1, Exhibit A).

Second, effective April 1, 2020, Amendment One to the Agreement with American Janitorial, Inc. (**Group B**) will add Clifford Postal Facility to the areas needing janitorial services for an additional annual amount of \$1,261.00 (approximately \$105.08 monthly). This amendment will also add cleaning services of 12 water fountains to the applicable areas needing janitorial services at various Recreation Centers at no additional cost. Amendment One for Group B will result in an amended total Agreement amount of \$678,338.97 for Group B (see Group B, Exhibit A).

The initial term of this Agreement for Services is January 1, 2020 through September 30, 2022, with the option to renew for three (3) additional one (1) year periods. The prices proposed by the Suppliers shall remain fixed and firm for the initial term of the agreement.

### **BUDGET IMPACT**:

Funds have been budgeted and are available in the Sumter Landing Amenities Division (SLAD) Fund to cover the increase to Group A1 at \$1,329.00 and Group B at \$630.48 for a combined total amended increase amount of \$1,959.48 for the remaining six (6) months of FY 19-20.

## **STAFF RECOMMENDATION:**

Staff requests approvals of two Amendments to RFP #19P-016 for Group A1 and Group B. The American Janitorial, Inc. Amendment One to Group A1 will add cleaning services of 24 water fountains to the applicable areas needing janitorial services at various Recreation Centers at no additional charge. Group A1 will also add Bridgeport Postal for an annual increase of \$2,658.00 (approximately \$221.50 monthly) and an amended total annual Agreement amount of \$575,696.90 for Group A1 (see Group A1, Exhibit A). Amendment One to Group B will add cleaning services of 12 water fountains to the applicable areas needing janitorial services at various Recreation Centers at no additional charge. Group A1, Exhibit A). Amendment One to Group B will add cleaning services of 12 water fountains to the applicable areas needing janitorial services at various Recreation Centers at no additional charge. Group B will also add Clifford Postal for an annual increase of \$1,261.00 (approximately \$105.08 monthly) and an amended total annual Agreement amount of \$678,338.97 for Group B (see Group B, Exhibit A). The SLCDD amended grand total amount of a full fiscal year of janitorial services (Groups A1, Group B and Group C) will be \$1,882,256.59.

## **MOTION:**

Motion for the approval of two Amendments to RFP #19P-016 for Group A1to add 24 water fountains and the Bridgeport Postal and for Group B to add 12 water fountains and the Clifford Postal with American Janitorial, Inc.; and authorizes the Chairman/Vice Chairman to execute each Amendment One to the respective Agreements

## **ATTACHMENTS:**

	Description	Туре
۵	Amend1_Group A1	Exhibit
D	Amend1 Group B	Exhibit

## AMENDMENT ONE TO THE AGREEMENT BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND AMERICAN JANITORIAL, INC FOR PROFESSIONAL JANITORIAL SERVICES FOR VARIOUS DISTRICT AREAS (Group A1) RFP #19P-016

**THIS AMENDMENT** is entered into this 19<sup>th</sup> day of March 2020, and made effective on the 1<sup>st</sup> day of April 2020 by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and AMERICAN JANITORIAL, INC (CONTRACTOR).

## **RECITALS**

WHEREAS, SLCDD and CONTRACTOR entered into the Agreement for Services (Agreement) for Professional Janitorial Services for Various District Areas, dated December 19, 2019; and

WHEREAS, SLCDD and CONTRACTOR desire to further amend the Agreement and Amendments thereto, to add one (1) postal facility and water fountains to the applicable areas needing janitorial services at various Recreation Centers as set forth below; and

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, SLCDD and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. SLCDD and CONTRACTOR hereby amend the Agreement and any amendments thereto effective April 1, 2020 to add water fountain cleaning services to the applicable areas needing janitorial services with no price change as provided for in Exhibit "A" of this Amendment.

3. SLCDD and CONTRACTOR hereby amend the Agreement and any amendments thereto effective April 1, 2020 to add one (1) additional postal facility (Bridgeport Postal) needing janitorial services for an additional annual amount of Two Thousand, Six Hundred Fifty-Eight Dollars and 00/100 (\$2,658.00) as provided for in Exhibit "A" of this Amendment.

4. For the satisfactory performance of the services outlined in the Agreement and this Amendment, SLCDD agrees to pay to CONTRACTOR an annual amended agreement amount of Five Hundred Seventy-Five Thousand, Six Hundred Ninety-Six Dollars and 90/100 (\$575,696.90) as provided for in Exhibit "A" of this Amendment

5. SLCDD and CONTRACTOR agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

## AMENDMENT ONE TO THE AGREEMENT BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND AMERICAN JANITORIAL, INC FOR PROFESSIONAL JANITORIAL SERVICES FOR VARIOUS DISTRICT AREAS (Group A1) RFP #19P-016

**IN WITNESS WHEREOF,** said DISTRICT has caused this Amendment to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said DISTRICT, and AMERICAN JANITORIAL, INC has caused this Amendment to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

#### SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

#### AMERICAN JANITORIAL SERVICES, INC

Ву:	Ву:
Print Name	Print Name
Print Title	Print Title
Date	Date
Attest	Attest

## Amendment #1 REVISED Group A1 Proposal Form

	SLCI	DD	-
AREA (SF) Description	SQ FT	Quantity	Annual Cost
Lake Miona Regional Recreation Center	•		
AREA (SF)			
Total AREA (SF)	31,332		
FLOORING (SF)			
Ceramic Tile	5,540		
VCT	8,304		
LVT	5,490		
Slate	400		
Wood (Stage)	798		
Carpet	10,800		
MISCELLANEOUS (QUANTITY)	•		
Pavilion - Wood		1	
Benches		37	
Picnic Tables		6	
Trash Cans	-	23	
Water Fountains		2	
Bocce		4	
Shuffleboard	-	4	
Pickleball		4	
Tennis	_	2	
	e Miona Regional	Recreation Center Total	\$ 141,495.32
Lake Miona - Pool	e miena negional		<i>y</i> 141,45 <b>3.5</b> 2
AREA (SF)			
Total AREA (SF)	2,506		
FLOORING (SF)			
Ceramic Tile	2,156		
Concrete (Plain & Stained)	350		
MISCELLANEOUS (QUANTITY)			
Water Fountains		2	
Trash Cans		7	
		Lake Miona - Pool Total	\$ 4,619.88
Canal Street Village Recreation Center			
AREA (SF)			
Total AREA (SF)	8,221		
FLOORING (SF)	-,		
Ceramic Tile	314		
LVT	4,239		
VCT	340		
Carpet	3,104		
Concrete (Plain & Stained)	224		
MISCELLANEOUS (QUANTITY)			
Benches		24	
Picnic Tables		6	
Trash Cans		21	
Water Fountains		3	
Bocce		4	
Shuffleboard		4	
	anal Street Village	Recreation Center Total	\$ 22 145 50
	mai street village	Recreation center rotal	\$ 32,445.50

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Coconut Cove Village Recreation Center			
AREA (SF)			
Total AREA (SF)	8,364		
FLOORING (SF)			
Ceramic Tile	350		
LVT	4,250		
VCT	420		
Carpet	3,104		
Concrete (Plain & Stained)	240		
MISCELLANEOUS (QUANTITY)	-		
Pavilion - Wood		1	
Benches		42	
Picnic Tables		6	
Trash Cans		22	
Water Fountains		3	
Воссе		4	
Shuffleboard		4	
Coconut	Cove Village	<b>Recreation Center Total</b>	\$ 32,445.50
Caroline Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,389		
FLOORING (SF)			
Pool Bath - Ceramic Tile	130		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Trash Cans		9	
Water Fountains		2	
Воссе		1	
Shuffleboard		1	
	eiahhorhood	Recreation Center Total	\$ 6,775.00
	cigilbolilloou		<i>y</i> 0,775.00
Creekside Landing Neighborhood Recreation Ce	ntor		
	inter		
AREA (SF)			
Total AREA (SF)	1,664		
FLOORING (SF)	r		
Pool Bath - Ceramic Tile	137		
MISCELLANEOUS (QUANTITY)	-		
Pavilion - Wood		1	
Benches		4	
Trash Cans		8	
Water Fountains		2	
Воссе		1	
Shuffleboard		1	
Creekside Landing N	eighborhood	Recreation Center Total	\$ 6,775.00
Hacienda of Mission Hills Neighborhood Recrea	tion Center		
AREA (SF)			
Total AREA (SF)	225		
FLOORING (SF)	225		
	128		
Pool Bath - Ceramic Tile	120		
MISCELLANEOUS (QUANTITY)		0	
Picnic Tables		0	
Bocce		1	
Shuffleboard		1	
Horseshoe		1	
Pavilion - Wood		1	
Water Fountains		2	
Picnic Tables		1	
Benches		6	
Trash Cans		11	
Hacienda of Mission Hills N	eighborhood	<b>Recreation Center Total</b>	\$ 6,775.00

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Lake Shore Cottages Neighborhood Recreation	Center		
AREA (SF)			
Total AREA (SF)	770		
FLOORING (SF)			
Pool Bath - Ceramic Tile	90		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Trash Cans		4	
Water Fountains		1	
Lake Shore Cottages N	eighborhood	Recreation Center Total	\$ 6,775.00
Mallory Square Neighborhood Recreation Cent	er		
AREA (SF)			
Total AREA (SF)	1,666		
FLOORING (SF)			
Pool Bath - Ceramic Tile	130		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Trash Cans		12	
Water Fountains		2	
Bocce		1	
Shuffleboard		1	
Mallory Square N	eighborhood	<b>Recreation Center Total</b>	\$ 6,775.00
Sabal Chase Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,394		
FLOORING (SF)			
Pool Bath - Ceramic Tile	137		
MISCELLANEOUS (QUANTITY)			
Benches		4	
Trash Cans		10	
Water Fountains		2	
Bocce		1	
Shuffleboard		1	
Sabal Chase N	eighborhood	Recreation Center Total	\$ 6,775.00
Viscinia Tama Naishbarbard Damatian Canta			
Virginia Trace Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,394		
FLOORING (SF)	107		
Pool Bath - Ceramic Tile	137		
MISCELLANEOUS (QUANTITY)		-	
Benches		5	
Trash Cans Water Fountains		10	
Water Fountains		2	
Bocce Shuffleboard		1	
			A
Virginia Trace N	eighborhood	<b>Recreation Center Total</b>	\$

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Laurel Manor Regional Recreation Center			
AREA (SF)			
Total AREA (SF)	28,986		
FLOORING (SF)			
Ceramic Tile	4,433		
VCT	8,765		
Wood (Stage)	766		
Marble	600		
Carpet	14,422		
MISCELLANEOUS (QUANTITY)	- ·		
Pavilion - Wood		1	
Benches	-	45	
Picnic Tables	-	6	
Shuffleboard		4	
Воссе	-	4	
Pickleball		4	
Tennis		2	
Trash Cans		16	
Water Fountains		2	
Laurel Ma	nor Regional	<b>Recreation Center Total</b>	\$ 137,452.59
Laurel Manor - Pool			
AREA (SF)			
Total AREA (SF)	2,506		
FLOORING (SF)	2,300		
Ceramic Tile	2.156		
Concrete (Plain & Stained)	2,156 350	•	
	350		
MISCELLANEOUS (QUANTITY)			
Water Fountains		2	
Trash Cans		6	-
	L	aurel Manor - Pool Total	\$ 4,575.60
Bridgeport Village Recreation Center			
AREA (SF)			
Total AREA (SF)	7,351		
FLOORING (SF)			
Ceramic Tile	480		
VCT	4,040		
Carpet	2,831		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Benches		19	
Picnic Tables		6	
Shuffleboard		4	
	_	4	
Воссе		4	
Tennis		4 2	
Tennis Trash Cans		4 2 15	
Tennis Trash Cans Water Fountains		4 2 15 3	
Tennis Trash Cans Water Fountains Bridg	eport Village	4 2 15	\$ <u>30,911.13</u>
Tennis Trash Cans Water Fountains Bridg Churchill Street Village Recreation Center	eport Village	4 2 15 3	<u>\$ 30,911.13</u>
Tennis Trash Cans Water Fountains <b>Bridg</b> Churchill Street Village Recreation Center AREA (SF)	1	4 2 15 3	\$ 30,911.13
Tennis Trash Cans Water Fountains <b>Bridg</b> Churchill Street Village Recreation Center AREA (SF) Total AREA (SF)	eport Village	4 2 15 3	<u>\$ 30,911.13</u>
Tennis Trash Cans Water Fountains Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF)	7,351	4 2 15 3	\$ 30,911.13
Tennis Trash Cans Water Fountains <b>Bridg</b> <b>Churchill Street Village Recreation Center</b> <b>AREA (SF)</b> Total AREA (SF) <b>FLOORING (SF)</b> Ceramic Tile	7,351	4 2 15 3	<u>\$ 30,911.13</u>
Tennis Trash Cans Water Fountains <b>Bridg</b> <b>Churchill Street Village Recreation Center</b> <b>AREA (SF)</b> Total AREA (SF) <b>FLOORING (SF)</b>	7,351 480 4,040	4 2 15 3	<u>\$ 30,911.13</u>
Tennis Trash Cans Water Fountains Bridg Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile Non-Finish Carpet	7,351	4 2 15 3	<u>\$ 30,911.13</u>
Tennis Trash Cans Water Fountains <b>Bridg</b> <b>Churchill Street Village Recreation Center</b> <b>AREA (SF)</b> Total AREA (SF) <b>FLOORING (SF)</b> Ceramic Tile Non-Finish Carpet <b>MISCELLANEOUS (QUANTITY)</b>	7,351 480 4,040	4 2 15 3	<u>\$ 30,911.13</u>
Tennis Trash Cans Water Fountains Bridg Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile Non-Finish Carpet MISCELLANEOUS (QUANTITY) Pavilion - Stucco/Wood	7,351 480 4,040	4 2 15 3 Recreation Center Total	<u>\$ 30,911.13</u>
Tennis Trash Cans Water Fountains Bridg Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile Non-Finish Carpet MISCELLANEOUS (QUANTITY) Pavilion - Stucco/Wood Benches	7,351 480 4,040	4 2 15 3 Recreation Center Total	\$ 30,911.13
Tennis Trash Cans Water Fountains Bridg Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile Non-Finish Carpet MISCELLANEOUS (QUANTITY) Pavilion - Stucco/Wood Benches Picnic Tables	7,351 480 4,040	4 2 15 3 Recreation Center Total	\$ 30,911.13
Tennis Trash Cans Water Fountains Bridg Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile Non-Finish Carpet MISCELLANEOUS (QUANTITY) Pavilion - Stucco/Wood Benches Picnic Tables Shuffleboard	7,351 480 4,040	4 2 15 3 Recreation Center Total () () () () () () () () () ()	\$ 30,911.13
Tennis Trash Cans Water Fountains Bridg Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile Non-Finish Carpet MISCELLANEOUS (QUANTITY) Pavilion - Stucco/Wood Benches Picnic Tables Shuffleboard Bocce	7,351 480 4,040	4 2 15 3 Recreation Center Total () () () () () () () () () ()	\$ 30,911.13
Tennis Trash Cans Water Fountains Bridg Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile Non-Finish Carpet MISCELLANEOUS (QUANTITY) Pavilion - Stucco/Wood Benches Picnic Tables Shuffleboard Bocce Tennis	7,351 480 4,040	4 2 15 3 Recreation Center Total	\$ 30,911.13
Tennis Trash Cans Water Fountains Bridge Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile Non-Finish Carpet MISCELLANEOUS (QUANTITY) Pavilion - Stucco/Wood Benches Picnic Tables Shuffleboard Bocce Tennis Trash Cans	7,351 480 4,040	4 2 15 3 Recreation Center Total 1 24 6 4 4 24 6 4 24 24	\$ 30,911.13
Tennis Trash Cans Water Fountains Bridge Churchill Street Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile Non-Finish Carpet MISCELLANEOUS (QUANTITY) Pavilion - Stucco/Wood Benches Picnic Tables Shuffleboard Bocce Tennis Trash Cans Water Fountains	7,351 480 4,040 2,831	4 2 15 3 Recreation Center Total 1 24 6 4 4 4 2	

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Pimlico Village Recreation Center	• •		
AREA (SF)			
Total AREA (SF)	7,351		
FLOORING (SF)	•		
Ceramic Tile	480		
Concrete (Plain & Stained)	4,040		
Carpet	2,831		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Benches		24	
Picnic Tables		8	
Shuffleboard		4	
Bocce		4	
Pickleball		2	
Trash Cans		25	
Water Fountains		3	
Pi	mlico Village	Recreation Center Total	\$ 30,911.13
			· · · · · ·
Ashland Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,800		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		7	
Shuffleboard		1	
Bocce		1	
Trash Cans		8	
Water Fountains		2	
Ashland N	eighborhood	<b>Recreation Center Total</b>	\$ 6,775.00
Belvedere Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,800		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)	-		
Benches		5	
Воссе		1	
Pickleball		1	
Trash Cans		7	
Water Fountains		2	
Belvedere N	eighborhood	Recreation Center Total	\$ 6,775.00
Bonnybrook Neighborhood Recreation Center	-		· ·
AREA (SF)			
Total AREA (SF)	1,800		
FLOORING (SF)	/		
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)	-		
Benches		5	
Bocce		1	
Pickleball		1	
Trash Cans		8	
Water Fountains		2	
	eiahborhood	Recreation Center Total	\$ 6,775.00

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Lake Miona Shores Neighborhood Recreation	Center		
AREA (SF)			
Total AREA (SF)	225		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Shuffleboard		1	
Bocce	_	1	
Trash Cans		5	
Water Fountains		1	
	Veighborhood	Recreation Center Total	\$ 6,775.00
Lynnhaven Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,800		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches	_	5	
Bocce	_	1	
Pickleball	_	1	
Trash Cans		7	
Water Fountains		2	
Lynnhaven N	Veighborhood	Recreation Center Total	\$ 6,775.00
Tall Trees Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,394		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches	_	5	
Shuffleboard		1	
Bocce		1	
Trash Cans		11	
Water Fountains		2	
	Veighborhood	Recreation Center Total	\$ 6,775.00
Winifred Neighborhood Recreation Center			
AREA (SF)	1 1 2 2 2 2		
Total AREA (SF)	1,800		
FLOORING (SF)	1		
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)		· ·	
Benches		4	
Pickleball		1	
Trash Cans		7	
Shuffleboard Resea		1	
Bocce Water Fountains		1 2	
Water Fountains			
	Jaimbhanha	<b>Recreation Center Total</b>	\$ 6,775.00

AREA (SF) Description	SQ FT	Quantity	Annual Cost	
Sunset Park/Live Oak Park				
MISCELLANEOUS (QUANTITY)				
Benches		7		
Picnic Tables		4		
Trash Cans		2		
	Sunset F	Park/Live Oak Park Total	\$	3,300.00
Bridgeport Postal				
AREA (SF)				
Total AREA (SF)	864			
MISCELLANEOUS (QUANTITY)				
Trash Cans		2		
Water Fountains		1		
		Bridgeport Postal	\$	2,658.00
JANITORIAL SERVICES ANNUAL TOTAL REG	ION A			\$546,575.78
PORTER SERVICES ANNUAL TOTAL FOR REC	\$	29,121.12		
GRAND ANNUAL TOTAL JANITOR	\$	575,696.90		
тот	AL MONTHLY A	MOUNT FOR REGION A	\$	47,974.74

#### AMENDMENT ONE TO THE AGREEMENT BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND AMERICAN JANITORIAL, INC FOR PROFESSIONAL JANITORIAL SERVICES FOR VARIOUS DISTRICT AREAS (Group B) RFP #19P-016

**THIS AMENDMENT** is entered into this 19<sup>th</sup> day of March 2020, and made effective on the 1<sup>st</sup> day of April 2020 by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and AMERICAN JANITORIAL, INC (CONTRACTOR).

#### **RECITALS**

WHEREAS, SLCDD and CONTRACTOR entered into the Agreement for Services (Agreement) for Professional Janitorial Services for Various District Areas, dated December 19, 2019; and

WHEREAS, SLCDD and CONTRACTOR desire to further amend the Agreement and Amendments thereto, to add water fountains to the applicable areas needing janitorial services at various Recreation Centers as set forth below; and

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, SLCDD and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. SLCDD and CONTRACTOR hereby amend the Agreement and any amendments thereto effective April 1, 2020 to add water fountain cleaning services to the applicable areas needing janitorial services with no price change. Recreation Centers include Allamanda, Fish Hawk, Hibiscus and Sterling Heights as provided for in Exhibit "A" of this Amendment.

3. SLCDD and CONTRACTOR hereby amend the Agreement and any amendments thereto effective April 1, 2020 to add one (1) additional postal facility (Clifford Postal) needing janitorial services for an additional annual amount of One Thousand, Two Hundred Sixty-One Dollars and 00/100 (\$1,261.00) as provided for in Exhibit "A" of this Amendment.

4. For the satisfactory performance of the services outlined in the Agreement and this Amendment, SLCDD agrees to pay to CONTRACTOR an annual amended agreement amount of Six Hundred Seventy-Eight Thousand, Three Hundred Thirty-Eight Dollars and 97/100 (\$678,338.97) as provided for in Exhibit "A" of this Amendment

5. SLCDD and CONTRACTOR agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

## AMENDMENT ONE TO THE AGREEMENT BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND AMERICAN JANITORIAL, INC FOR PROFESSIONAL JANITORIAL SERVICES FOR VARIOUS DISTRICT AREAS (Group B) RFP #19P-016

**IN WITNESS WHEREOF,** said DISTRICT has caused this Amendment to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said DISTRICT, and AMERICAN JANITORIAL, INC has caused this Amendment to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT	AMERICAN JANITORIAL SERVICES, INC		
Ву:	Ву:		
Print Name	Print Name		
Print Title	Print Title		
Date	Date		
Attest	Attest		

## Amendment #1 Group B Proposal Form

SLCDD

		31000	
AREA (SF) Description	SQ FT	Quantity	Annual Cost
Colony Cottage Regional Recreation Ce	nter		
AREA (SF)			
Total AREA (SF)	28,159		
FLOORING (SF)			
Ceramic Tile	1,674		
LVT	8,505		
VCT	8,748	-	
Wood (Stage)	763	-	
Marble	866	-	
Carpet	6,503	-	
•	1,100	-	
Concrete (Slate)	1,100		
MISCELLANEOUS (QUANTITY)	_		
Pavilion - Wood	_	1	
Benches		35	
Picnic Tables		6	
Trash Cans		33	
Water Fountains		4	
Bocce		4	
Shuffleboard		4	
Pickleball		6	
	Colo	ny Cottage Regional Recreation Center Total	\$ 131,784.12
Colony Cottano Dool	60/6	iny contage neglonal necreation center rotar	3 131,784.12
Colony Cottage - Pool			
AREA (SF)			
Total AREA (SF)	2,580		
FLOORING (SF)			
Ceramic Tile	2,230		
Concrete (Plain & Stained)	350		
		Colony Cottage - Pool Total	\$ 4.644.00
Odella Villene Descention Conten			÷
Odell Village Recreation Center			
AREA (SF)			
Total AREA (SF)	9,572		
FLOORING (SF)			
Ceramic Tile	126		
VCT	5,777		
Carpet	3,256		
Concrete (Plain & Stained)	413		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
	-	24	
Benches	-		•
Picnic Tables	_	6	
Trash Cans		21	
Water Fountains	_	3	
Bocce		4	
Shuffleboard		4	
		Odell Village Recreation Center Total	\$ 36,756.48
Truman Village Recreation Center			
AREA (SF)			
Total AREA (SF)	9,091		
FLOORING (SF)	5,651		
Ceramic Tile	656		
LVT	4,246		
VCT	908		
Carpet	3,173		
Concrete (Plain & Stained)	108		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Benches		24	
Picnic Tables		6	
Trash Cans		42	
		3	
Water Fountains		3	
	-	4	
Воссе		4	
Bocce Shuffleboard		4 4	
Bocce Shuffleboard Pickleball		4	
Bocce Shuffleboard		4 4 6	\$ 34,909.44

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Amelia Neighborhood Recreation Cente	r		
AREA (SF)			
Total AREA (SF)	1,888		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Picnic Tables	-	1	
Trash Cans	-	11	
Water Fountains		2	
Bocce	-	1	
Shuffleboard	-	1	
Shumeboard	A	Melia Neighborhood Recreation Center Total	\$ 8,110.00
Duval Neighborhood Recreation Center			<i> </i>
AREA (SF)			
Total AREA (SF)	2900		
FLOORING (SF)	2900		
	100		
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Bocce	_	1	
Shuffleboard	_	1	
Horseshoe		1	
Pavilion		1	
Water Fountains		2	
Picnic Tables		1	
Benches		5	
Trash Cans		11	
		Duval Neighborhood Recreation Center Total	\$ 8,110.00
Hadley Neighborhood Recreation Center	r		
AREA (SF)			
Total AREA (SF)	1,888		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)	120		
Picnic Tables		0	
Trash Cans	-	12	
Water Fountains	-	2	•
Bocce	-	1	•
	-	1	•
Shuffleboard	-	Iadley Neighborhood Recreation Center Total	ć <u>8 110 00</u>
Homingury Noighborhood Demostics			\$ 8,110.00
Hemingway Neighborhood Recreation C	enter		
AREA (SF)			
Total AREA (SF)	1,860		
FLOORING (SF)	120		
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Picnic Tables		1	
Trash Cans		10	
Water Fountains		2	
Bocce		1	
Shuffleboard		1	
	Hemir	ngway Neighborhood Recreation Center Total	\$ 8,110.00

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Seabreeze Regional Recreation Center			
AREA (SF)			
Total AREA (SF)	31,101		
FLOORING (SF)			
Ceramic Tile	993		
LVT	17,438		
VCT	3,940		
Wood (Laminate)	6,370	_	
Wood (Stage)	780	_	
Carpet	585	_	
Concrete (Plain & Stained)	995		
MISCELLANEOUS (QUANTITY)			
Benches		25	
Picnic Tables		6	
Trash Cans		29	
Water Fountains		2	
Bocce		4	
Shuffleboard		4	
Pickleball		6	
Tennis		2	
Platform Tennis		6	
		Seabreeze Regional Recreation Center Total	\$ 141,820.56
Contracto Real			
Seabreeze - Pool			
AREA (SF)			
Total AREA (SF)	3,460		
FLOORING (SF)		-	
Ceramic Tile	2,160		
Concrete (Plain & Stained)	1,300		
MISCELLANEOUS (QUANTITY)			
Picnic Tables		0	
Trash Cans		15	
Water Fountains		2	
		Seabreeze Pool Total	\$ 8,110.00
Allamanda Village Recreation Center		· · · · · · · · · · · · · · · · · · ·	
AREA (SF)			
	7,253		
Total AREA (SF)	7,253		
FLOORING (SF)			
	540		
Ceramic Tile	512		
VCT	3,910		
VCT Carpet			
VCT Carpet <i>MISCELLANEOUS (QUANTITY)</i>	3,910		
VCT Carpet <b>MISCELLANEOUS (QUANTITY)</b> Pavilion - Wood	3,910	1	
VCT Carpet <b>MISCELLANEOUS (QUANTITY)</b> Pavilion - Wood Picnic Tables	3,910	6	
VCT Carpet <b>MISCELLANEOUS (QUANTITY)</b> Pavilion - Wood Picnic Tables Shuffleboard	3,910	6 4	
VCT Carpet <b>MISCELLANEOUS (QUANTITY)</b> Pavilion - Wood Picnic Tables Shuffleboard Bocce	3,910	6 4 4	
VCT Carpet <b>MISCELLANEOUS (QUANTITY)</b> Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis	3,910	6 4 4 2	
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches	3,910	6 4 4 2 24	
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans	3,910	6 4 4 2 24 25	
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches	3,910	6 4 4 2 24 25 3	
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans	3,910	6 4 4 2 24 25 3	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains	3,910	6 4 4 2 24 25	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans	3,910	6 4 4 2 24 25 3	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Bacall Village Recreation Center AREA (SF)	3,910 2,831	6 4 4 2 24 25 3	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Baccall Village Recreation Center AREA (SF) Total AREA (SF)	3,910	6 4 4 2 24 25 3	\$ <u>27,851.52</u>
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Baccall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF)	3,910 2,831 9,063	6 4 4 2 24 25 3	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Baccall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile	3,910 2,831 9,063 656	6 4 4 2 24 25 3	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Baccall Village Recreation Center AREA (SF) FLOORING (SF) Ceramic Tile LVT	3,910 2,831 9,063 656 4,235	6 4 4 2 24 25 3	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Baccall Village Recreation Center AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT	3,910 2,831 9,063 656 4,235 915	6 4 4 2 24 25 3	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Bacall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet	3,910 2,831 9,063 9,063 656 4,235 915 3,175	6 4 4 2 24 25 3	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Baccall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet Concrete (Plain & Stained)	3,910 2,831 9,063 656 4,235 915	6 4 4 2 24 25 3	\$ <u>27,851.52</u>
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Bacall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet Concrete (Plain & Stained) MISCELLANEOUS (QUANTITY)	3,910 2,831 9,063 9,063 656 4,235 915 3,175	6 4 4 2 24 25 3 Allamanda Village Recreation Center Total	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Bacall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet Concrete (Plain & Stained) MISCELLANEOUS (QUANTITY) Pavilion - Wood	3,910 2,831 9,063 9,063 656 4,235 915 3,175	6 4 4 2 24 25 3 Allamanda Village Recreation Center Total	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Bacall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet Concrete (Plain & Stained) MISCELLANEOUS (QUANTITY) Pavilion - Wood Benches	3,910 2,831 9,063 9,063 656 4,235 915 3,175	6 4 4 2 24 25 3 Allamanda Village Recreation Center Total	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Bacall Village Recreation Center AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet Concrete (Plain & Stained) MISCELLANEOUS (QUANTITY) Pavilion - Wood Benches Picnic Tables	3,910 2,831 9,063 9,063 656 4,235 915 3,175	6 4 4 2 24 25 3 Allamanda Village Recreation Center Total	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Baccall Village Recreation Center AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet Concrete (Plain & Stained) MISCELLANEOUS (QUANTITY) Pavilion - Wood Benches Picnic Tables Trash Cans	3,910 2,831 9,063 9,063 656 4,235 915 3,175	6 4 4 2 24 25 3 Allamanda Village Recreation Center Total	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Baccall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet Concrete (Plain & Stained) MISCELLANEOUS (QUANTITY) Pavilion - Wood Benches Picnic Tables Trash Cans Water Fountains	3,910 2,831 9,063 9,063 656 4,235 915 3,175	6 4 4 2 24 25 3 Allamanda Village Recreation Center Total	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Bacall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet Concrete (Plain & Stained) MISCELLANEOUS (QUANTITY) Pavilion - Wood Benches Picnic Tables Trash Cans Water Fountains Bocce	3,910 2,831 9,063 9,063 656 4,235 915 3,175	6         4         2         24         25         3         Allamanda Village Recreation Center Total	\$ 27,851.52
VCT Carpet MISCELLANEOUS (QUANTITY) Pavilion - Wood Picnic Tables Shuffleboard Bocce Tennis Benches Trash Cans Water Fountains Baccall Village Recreation Center AREA (SF) Total AREA (SF) FLOORING (SF) Ceramic Tile LVT VCT Carpet Concrete (Plain & Stained) MISCELLANEOUS (QUANTITY) Pavilion - Wood Benches Picnic Tables Trash Cans Water Fountains	3,910 2,831 9,063 9,063 656 4,235 915 3,175	6 4 4 2 24 25 3 Allamanda Village Recreation Center Total	

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Fish Hawk Village Recreation Center			
AREA (SF)			
Total AREA (SF)	7,628		
FLOORING (SF)			
Ceramic Tile	480		
Concrete (Plain & Stained)	4,040		
Carpet	3,108		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Benches		24	
Picnic Tables		6	
Shuffleboard		4	
Bocce		4	
Tennis		2	
Trash Cans		22	
Water Fountains		3	
		Fish Hawk Village Recreation Center Total	\$ 29,291.52
Hibiscus Village Recreation Center			
AREA (SF)			
Total AREA (SF)	7,253		
FLOORING (SF)	,,255		
Ceramic Tile	512		
VCT	3,910	-	
Carpet	2,831		
MISCELLANEOUS (QUANTITY)	2,001		
Pavilion - Wood		1	
Benches		24	
Picnic Tables		6	
Shuffleboard	-	4	
Bocce	-	4	
Tennis	-	2	
Trash Cans	-	19	
Pickleball	-	4	
Water Fountains		3	
		Hibiscus Village Recreation Center Total	\$ 27,851.52
Starling Heights Village Decreation Con		mostus mage neoreation center rotar	<i>v 27,031.32</i>
Sterling Heights Village Recreation Cen	iter		
AREA (SF)	7 (20		
Total AREA (SF)	7,628		
FLOORING (SF)			
Ceramic Tile	480		
VCT	4,040	_	
Carpet	3,108		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Benches		28	
Picnic Tables		6	
Shuffleboard		4	
Bocce		4	
Tennis		2	
Trash Cans		23	
Pickleball		6	
Water Fountains		3	
	St	erling Heights Village Recreation Center Total	\$
Bonita Neighborhood Recreation Cente	er		
AREA (SF)			
Total AREA (SF)	1,700		
FLOORING (SF)	,		
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Trash Cans		10	
Water Fountains		2	
Bocce		1	
Shuffleboard		1	
		Bonita Neighborhood Recreation Center Total	ć <u>0.110.00</u>
		Bonna Neighbornood Recreation Center Total	\$

AREA (SF) Description	SQ FT	Quantity	Annual Cost	
Buttonwood Neighborhood Recreation Ce AREA (SF)	enter			
Total AREA (SF)	1,800			
FLOORING (SF)	1,000			
Pool Bath - Ceramic Tile	128			
MISCELLANEOUS (QUANTITY)	120			
Pavilion - Wood		1		
Benches		5		
Picnic Tables		1		
Trash Cans		8		
Water Fountains		2		
Bocce		1		
Shuffleboard		1		
	Button	wood Neighborhood Recreation Center Total	\$ 8.110.00	
	Duttom		<i>Ş</i> 0,110.00	
Largo Neighborhood Recreation Center				
AREA (SF)				
Total AREA (SF)	1,394			
FLOORING (SF)				
Pool Bath - Ceramic Tile	128			
MISCELLANEOUS (QUANTITY)				
Picnic Tables		0		
Trash Cans		12		
Water Fountains		2		
Воссе		1		
Shuffleboard		1		
		argo Neighborhood Recreation Center Total	\$ 8,110.00	
Laural Valley Destal	-		<i>ç</i> 0,110.00	
Laurel Valley Postal				
AREA (SF)				
Total AREA (SF)	100			
MISCELLANEOUS (QUANTITY)				
Benches	-	5		
Trash Cans	-	9		
Water Fountains		1		
		Laurel Valley Postal Total	\$ 3,915.00	
Liberty Park Neighborhood Recreation Ce	enter			
AREA (SF)				
Total AREA (SF)	1,390			
FLOORING (SF)	1,550			
Pool Bath - Ceramic Tile	128			
MISCELLANEOUS (QUANTITY)	120			
		r		
Benches	-	5		
Trash Cans	-	11		
Water Fountains	-	2		
Bocce	-	1		
Shuffleboard		1		
	Liberty	Park Neighborhood Recreation Center Total	\$ 8,110.00	
Pennecamp Neighborhood Recreation Ce	nter			
AREA (SF)				
Total AREA (SF)	1,888			
FLOORING (SF)				
Pool Bath - Ceramic Tile	128			
MISCELLANEOUS (QUANTITY)				
Bocce		1		
Shuffleboard		1		
Horseshoe		1		
Pavilion - Wood		1		
Water Fountains		2		
Picnic Tables		1		
Benches		5		
Trash Cans		11		
	Penne	camp Neighborhood Recreation Center Total	\$ 8,110.00	
			\$ 0,110.000	
Doinging Noighborhand Dornation Cont	~			
Poinciana Neighborhood Recreation Cent	er			
AREA (SF)				
Total AREA (SF)	1,800			
FLOORING (SF)				
Pool Bath - Ceramic Tile	128			
MISCELLANEOUS (QUANTITY)				
Benches		6		
Trash Cans		10		
Bocce		1		
Pickleball		1		
	Poin	ciana Neighborhood Recreation Center Total	\$ 8,110.00	

AREA (SF) Description	SQ FT	Quantity Annual Cost						
St. Charles Neighborhood Recreation Center AREA (SF)								
Total AREA (SF)	1,326							
FLOORING (SF)	,							
Pool Bath - Ceramic Tile	137							
MISCELLANEOUS (QUANTITY)								
Bocce Shuffleboard		1						
Horseshoe		1						
Pavilion - Wood		1						
Water Fountains		2						
Picnic Tables		1						
Benches Trash Cans		5						
	St Ch	arles Neighborhood Recreation Center Total	\$ 8,110.00					
St. James Neighborhood Recreation Cente			\$ 8,110.00					
AREA (SF)								
Total AREA (SF)	1,188							
FLOORING (SF)	127							
Pool Bath - Ceramic Tile MISCELLANEOUS (QUANTITY)	137							
Bocce		1						
Shuffleboard		1						
Horseshoe		1						
Pavilion - Wood		1						
Water Fountains		2						
Picnic Tables Benches		1 5						
Trash Cans		11						
	St. J	ames Neighborhood Recreation Center Total	\$ 8,110.00					
AREA (SF) Total AREA (SF) FLOORING (SF) Concrete (Plain & Stained)	1,800							
MISCELLANEOUS (QUANTITY)	132							
Benches		5						
Trash Cans		9						
Bocce Pickleball		1						
	Sunset P	ointe Neighborhood Recreation Center Total	\$ 8,110.00					
Tamarind Grove Neighborhood Recreatio AREA (SF)			<i>,</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Total AREA (SF)	1,394							
FLOORING (SF)	,							
Pool Bath - Ceramic Tile	137							
MISCELLANEOUS (QUANTITY) Bocce		4						
Shuffleboard		1						
Horseshoe		1						
Pavilion - Wood		1						
Water Fountains		2						
Picnic Tables		1 5						
Benches Trash Cans	-	11						
	Tamarind (	Grove Neighborhood Recreation Center Total	\$ 8,110.00					
Key Largo District Office AREA (SF)			<i>y</i> 0,110,000					
Climate Controlled Area	4,800							
Non-Climate Controlled	960							
FLOORING (SF)	101							
VCT Carpet	182 4380							
Concrete (Plain & Stained)	53							
Ceramic Tile	160							
MISCELLANEOUS (QUANTITY)								
Water Fountains		2						
Interior/Exterior Benches and Chairs Trash Cans		<u>15</u> 25						
		Key Largo District Office Total	\$ 17,280.00					

AREA (SF) Description	SQ FT	Quantity	Annual Cost	
Brinson-Perry Dog Park	1			
MISCELLANEOUS (QUANTITY)				
Benches		5		
Trash Cans		4		
		Brinson-Perry Dog Park Total	\$	6,109.25
Clifford Postal				
AREA (SF)				
Total AREA (SF)	100			
MISCELLANEOUS (QUANTITY)				
Trash Cans		1		
		Clifford Postal	\$	1,261.00
JANITORIAL SERVICES ANNUAL TOT	\$	649,217.85		
PORTER SERVICES ANNUAL TOTAL FOR RE	\$	29,121.12		
GRAND ANNUAL TO		& PORTER SERVICES FOR REGION B	\$	678,338.97
TOTAL MONTHLY AMOUNT FOR REGION B				56,528.25



## AGENDA REQUEST

SUBJECT:	Award of Request for Proposal (RFP) #20P-006 Landscape & Irrigation Maintenance for Lake Sumter Landing & Village of Spanish Springs
DATE:	4/16/2020
FROM:	Mark LaRock, Purchasing Director, Kathy Godfrey, Buyer
TO:	Board of Supervisors Sumter Landing Community Development District

## **ISSUE:**

Review and approval of award of RFP #20P-006 Landscape and Irrigation Maintenance for Sumter Landing & Village of Spanish Springs from SLAD Fund. (*PWAC Consideration Item*)

## **ANALYSIS/INFORMATION:**

On November 26, 2019, staff issued RFP #20P-006 – Landscape and Irrigation Maintenance for Sumter Landing & Village of Spanish Springs. Work includes elements such as irrigation maintenance and repairs, mowing, edging, weeding, blowing, shrub maintenance, fertilization, turf maintenance, weed control, and periodic removal and/or replacement of existing plants and trees. Eight (8) contractors submitted proposals for the RFP. All were determined to be responsive and were presented to the Selection Committee members for review.

The Selection Committee met on January 30, 2020 to score and rank the respondents according to the criteria set forth in the RFP. When evaluating proposals, the Selection Committee considers the contractors' experience, qualifications, technical capabilities including references, managerial and personnel capabilities, cost and the thoroughness of their proposals. Below are the proposed prices and the Selection Committee scores for all respondents based on the evaluation of these criteria:

Rank	Contractor/Supplier	Selection Committee Score (out of 500)	TOTAL Group A (Sumter Landing & Market Sq.)	TOTAL Group B (VOSS)	Negotiated Price
1	SSS Down to Earth OPCO II LLC	455	\$322,528.25	\$191,244.80	NA
2	Cepra Landscape, LLC	443	\$680,072.80	\$305,993.16	\$294,659.40
2	BrightView Landscane	400			

С	Services Inc.	420	\$326,742.05	\$205,362.00	NA
4	Commercial Companies	418	\$286,333.20	\$146,716.00	NA
5	EarthScapes Unlimited, Inc.	381	\$249,211.10	\$195,334.60	NA
6	GroundTek of Central Florida LLC	365	\$290,789.00	\$125,950.30	NA
7	Lawn Enforcement Agency	345	\$299,614.20	\$188,645.20	NA
8	Facility Resources	335	\$232,651.60	\$106,407.88	NA

As stated in the RFP, two Contractors would be awarded the contracts. Group A (Lake Sumter Landing) would be awarded to the #1 ranked Contractor and Group B (Village of Spanish Springs) would be awarded to the #2 ranked Contractor.

Based on the evaluation scores and rankings, staff is requesting that #1 ranked SSS Down To Earth Opco II, LLC be awarded Group A (Lake Sumter Landing) of RFP #20P-006 utilizing the pricing submitted as stated on Exhibit A. If approved, the term of this Agreement for Services will be May 1, 2020 through September 30, 2022 with the option to renew for one additional three (3) year period. Prices will remain firm and fixed for the initial term of May 1, 2020 through September 30, 2022.

#### **BUDGET IMPACT**:

A total of \$226,092 was included in the FY 19-20 final budget based on the previous contract amount at \$18,841/month. The total proposed annual contract amount for (RFP) # 20P-006 is \$322,528.25 which equates to \$26,877.36/month. The monthly increase of \$8,036.36 for the next five (5) months will result in a budget deficit of \$40,181.75.

Additional funds are available in the maintenance accounts for plant replacements and tree trimming and the necessary fund transfer the additional 40,18.75 will be processed upon approval of (RFP) # 20P-006.

#### **STAFF RECOMMENDATION:**

Staff is requesting approval of award of Group A (Lake-Sumter Landing) for RFP #20P-006 – Landscape and Irrigation Maintenance for Sumter Landing & Village of Spanish Springs to the #1 ranked Contractor, SSS Down To Earth Opco II LLC, in the total annual Agreement amount of \$322,528.25 (\$26,877.35/month) and an initial term amount of \$779,443.15 based on the fixed and firm pricing reflected in Exhibit A.

#### **MOTION:**

Motion to approve a request for award of Group A (Lake-Sumter Landing) for RFP #20P-006 – Landscape and Irrigation Maintenance for Sumter Landing & Village of Spanish Springs to the #1 ranked Contractor, SSS Down To Earth Opco II LLC, in the total annual Agreement amount of \$322,528.25 (\$26,877.35/month) and an initial term amount of \$779,443.15 based on the fixed and firm pricing reflected in Exhibit A and authorize the chairman/vice chairman to execute the agreement.

#### **ATTACHMENTS:**

	Description	Туре
D	Agreement RFP 19P-006	Exhibit
D	Exhibit A	Exhibit
D	Scores and Rankings	Cover Memo

#### AGREEMENT FOR SERVICES BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND SSS DOWN TO EARTH OPCO II, LLC FOR LANDSCAPEAND IRRIGATION MAINTENANCE FOR LAKE SUMTER LANDING & VILLAGE OF SPANISH SPRINGS RFP # 20P-006

**THIS AGREEMENT** is made this 19th day of March, 2020, and made effective on the 1<sup>st</sup> day of April 2020, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **SSS DOWN TO EARTH OPCO II, LLC** (hereafter referred to as "CONTRACTOR"), whose address is 27185 County Road 448A, Mount Dora, Florida 32757.

#### RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring scheduled landscape and irrigation maintenance, and wishes to enter into an agreement with a party capable of providing such suitable services; and

WHEREAS, CONTRACTOR provides scheduled landscapeand irrigation maintenance for properties such as those owned or operated by the DISTRICT, and wishes to enter into an agreement whereby the CONTRACTOR performs services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

#### 1. SERVICES BY CONTRACTOR

- 1.1 CONTRACTOR, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for RFP #20P-006-Landscape and Irrigation Maintenance for Lake Sumter Landing & Village of Spanish Springs, Request for Proposals (RFP) #20P-006, hereinafter referred to asRFP. Specifications and other Agreement Documents, as defined in saidRFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 All maintenance and repair of equipment shall be the responsibility of the CONTRACTOR, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.
- 1.3 The CONTRACTOR shall promptly notify the DISTRICT of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the CONTRACTOR required by this Agreement. CONTRACTOR agrees to provide 24 hour a day emergency service, including contacts, phone numbers, e-mail address or other available contact information.
- 1.4 The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site clean-up and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this Agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- 1.5 All CONTRACTOR and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- 1.6 Contractor shall be responsible for and follow all MOT (Maintenance of Traffic) guidelines based on current FDOT (Florida Department of Transportation standards.

- 1.7 CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR. When on District property a failure to fully comply with this section will result in penalties up to and including contract termination.
- 1.8 CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation. DISTRICT reserves the right to approve dress codes for the CONTRACTOR's employees.
- 1.9 CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.10 As per State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement with the DISTRICT. (http://www.uscis.gov/e-verify) Additionally, the CONTRACTOR shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT.

#### 2. MAINTENANCE FACILITY

- 2.1 Contractor shall be responsible for keeping the maintenance facility in good order, condition and repair. Contractor shall immediately repair at Contractor's cost, any damage caused by the Contractor or its employees. Contractor shall not be responsible in any way for damage to the facility caused by the weather or any of the elements. Contractor shall pay for all utilities, including electricity, water and sewer, trash and garbage collection, janitorial and pest control services. The District shall not be liable for an interruption or failure in the supply of such utilities or services.
- 2.2 Contractor shall be responsible for the preventative maintenance checks of the air conditioning and heating system serving the facility and shall pay the cost of such preventative maintenance calls, filter changes and repairs. If replacement of the unit is necessary, the cost of the replacement will be negotiated between the District and the Golf Course maintenance contractor.
- 2.3 Contractor shall make no alterations or additions to the facility without the written consent of the District. In addition, Contractor shall not place any signs or displays anywhere on or around the facility without the written consent of the District.
- 2.4 District shall not be liable for any damage to property of the Contractor, property entrusted to the Contractor, property of employees of the Contractor, or of others by theft or otherwise; District shall not be liable for any injury (including death) or damage to persons or property. All property of Contractor kept or stored on the premises shall be so kept or stored at the risk of the Contractor only, and Contractor shall hold District harmless from any claims arising out of damage to the same.
- 2.5 District shall have at all times the right to enter upon the facility to view same, make repairs and ascertain if the provisions of this Agreement have been, or are being complied with and to enforce any provisions of terms and conditions of this Agreement.

#### 3. **PAYMENT**

- 3.1 In consideration of the services provided by the CONTRACTOR pursuant to this Agreement, DISTRICT agrees to pay to CONTRACTOR the unit prices submitted by CONTRACTOR as a result of CONTRACTOR's response to RFP # 20P-006as provided for in Exhibit "A" to this Agreement.
- 3.2 Invoices shall be submitted via email to <a href="mailto:accountspayable@districtgov.org">accountspayable@districtgov.org</a> no later than the first of the month for the services performed the preceding month. Payment by the District will made no later than forty-five (45) days after the invoice has been received by the District per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 3.3 If payment is not made by the DISTRICT to the CONTRACTOR within forty-five (45) days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.
- 3.4 The DISTRICT agrees to pay the CONTRACTOR for additional work performed by the CONTRACTOR pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the CONTRACTOR under the terms of this Agreement.

#### 4. AGREEMENT DOCUMENTS

The Agreement Documents, which comprise the entire Agreement between DISTRICT and CONTRACTOR and which are made part hereof by this reference, consist of the following:

- 4.1 Request for Proposals
- 4.2 Instructions, Terms, and Conditions
- 4.3 Proposal Forms
- 4.4 Proposer's Certification
- 4.5 Statement of Terms and Conditions
- 4.6 Drug Free Workplace Certificate
- 4.6 Statement of Contractor's Experience, Equipment & Personnel
- 4.7 E-Verify Contractor/Subcontractor Affidavit
- 4.8 Chapter 119 Requirements
- 4.9 Scope of Work / Specifications
- 4.10 Plans / Drawings
- 4.11 Agreement
- 4.12 Permits / Licenses
- 4.13 All Addenda Issued Prior to Proposal Opening
- 4.14 All Modifications and Change Orders Issued
- 4.15 Notice of Intent to Award / Notice to Proceed

#### 5. **TERM**

The initial term of this Agreement shall be April 1, 2020 through September 30, 2022, with the option to renew for one additional three (3) year period. Following completion of the initial term the renewal period shall automatically occur on October 1 of each renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices proposed by the Contractor shall remain fixed and firm for the initial term of the contract. After the initial term, the contractor may meet with Purchasing and District Property Management staff 60 days prior to the end of the initial term to negotiate an increase or decrease to the current awarded pricing. No increase will exceed 3%.

#### 6. INSURANCE

6.1 **General Liability.** CONTRACTOR shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants and subcontractors from claims for damage for personal injury,

- 6.2 including accidental death, as well as claims for property damages which may arise from operations under the Agreement. DISTRICT(s) shall be named as Additional Insured.
- 6.3 **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with this Agreement. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. DISTRICT(s) shall be named as Additional Insured.
- 6.4 **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 6.5 **Waiver of Subrogation:** By entering into any agreement as a result of this RFP, CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.
- 6.6 **Workers' Compensation Insurance, as required by the State of Florida.** As required by the State of Florida. CONTRACTOR and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. CONTRACTOR must provide certificate of insurance showing Worker's Compensation coverage.

#### 6.7 Certificate(s) shall be dated and show:

- 6.7.1 The name of the insured CONTRACTOR, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
- 6.7.2 Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- 6.7.3 Subrogation of Waiver clause.
- 6.7.4 The Sumter Landing Community Development District and any other governmental agencies using this Agreement in cooperation with the DISTRICT shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
- 6.7.5 The CONTRACTOR shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
- 6.7.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

#### 7. SELF HELP BY DISTRICT

- 7.1 Within three (3) calendar days (72 hours) after being notified by DISTRICT in writing of defective or unacceptable work, if the CONTRACTOR fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to CONTRACTOR, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the CONTRACTOR immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work. DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
- 7.2 All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.

- 7.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the CONTRACTOR in default in accordance with applicable provisions of the Agreement.
- 7.4 The accumulation of three (3) 72 hour notices within a 6 month period may result in termination of the agreement as determined by District Property Management.

## 8. TERMINATION BY THE DISTRICT FOR CAUSE

- 8.1 The performance of work under this Agreement may be terminated by DISTRICT in accordance with this clause in whole or from time to time in part, whenever DISTRICT determines that CONTRACTOR is in default of the terms of this Agreement. Any such termination shall be effected by delivery to CONTRACTOR a Notice of Termination specifying the extent to which performance or work under the Agreement is terminated, and the date the termination becomes effective.
- 8.2 After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:
  - 8.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 8.2.2 Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.
  - 8.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - 8.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the DISTRICT to the extent CONTRACTOR may require, which approval or ratification shall be final for all purposes of this clause.
  - 8.2.5 Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
- 8.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to DISTRICT, the CONTRACTOR's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by CONTRACTOR to after the receipt of the Notice of Termination and CONTRACTOR shall be deemed to waive any right to any further compensation.
- 8.4 CONTRACTOR and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.
- 8.5 DISTRICT may, for any reason, terminate performance under this Agreement by the CONTRACTOR for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by CONTRACTOR as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

### 9. OTHER MATTERS

9.1 CONTRACTOR shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

- 9.2 CONTRACTOR shall maintain complete and current printed Material Safety Data Sheets (MSDS) readily accessible to employees when they are in their work areas, during their work shifts. The CONTRACTOR acknowledges that the DISTRICT shall have no responsibility for making any disclosures to CONTRACTOR's employees or agents.
- 9.3 The obligations of the CONTRACTOR under this Agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 9.4 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 9.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Sumter County, Florida, and CONTRACTOR does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 9.6 CONTRACTOR does hereby specifically promise and agree to "hold harmless", defend and indemnify the DISTRICT and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 9.7 CONTRACTOR shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further CONTRACTOR shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- 9.8 These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts/agreements previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 9.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to this Agreement. Cost increases or decreases will be based on the unit prices proposed by the CONTRACTOR as provide for in Exhibit "A" to this Agreement.
- 9.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 9.11 Time is of the essence in the performance of this Agreement. The CONTRACTOR specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Agreement shall be done according to specifications, subject only to delays caused through no fault of the CONTRACTOR.
- 9.12 In the event of a declared emergency or disaster, CONTRACTOR shall assist the District if requested and approved by the District's Emergency Disaster Debris Contractor.

- 9.12.1 Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates. The DISTRICT must approve the scope of work and rates prior to work commencement.
- 9.12.2 Hourly rates for equipment applies only when equipment is operating per the DISTRICT approved scope of work and includes all associated costs such as operator, fuel, maintenance and repair.
- 9.12.3 Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time and mobilization time is not an eligible expense. CONTRACTOR personnel shall report to a DISTRICT designated contact person prior to beginning the work shift and again at the end of the work shift. CONTRACTOR personnel shall sign a report form documenting and certifying the hours worked and the location and type of work performed.
- 9.12.4 Contractor shall maintain and whenever requested supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- 9.12.5 District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

#### 10. CONTRACTOR'S REPRESENTATIONS

10.1 CONTRACTOR makes the following representations:

10.2 CONTRACTOR has familiarized himself with the nature and extent of the Agreement Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.

10.3 CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the bid opening, and that CONTRACTOR has satisfied itself relative to the work to be performed.

10.4 CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Agreement Documents.

10.5 CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.

10.6 CONTRACTOR declares that submission of a proposal/bid for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Agreement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

10.7 Equal Opportunity: CONTRACTOR assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Agreement.

10.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR affirmatively represents that neither it or its owners, subcontractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.

10.9Public Records Act/Chapter 119 Requirements: The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- 2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
- 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

# IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

# JENNIFER MCQUEARY, DISTRICT CLERK 984 OLD MILL RUN, THE VILLAGES FL 32162 PHONE: 352-751-3939 EMAIL: jennifer.mcqueary@districtgov.org

**IN WITNESS WHEREOF,** said DISTRICT has caused this Agreement to be executed in its name by the Chairman / Vice Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said DISTRICT, and SSS DOWN TO EARTH OPCO II, LLC has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

## SUMTER LANDING COMMUNITY

SSS DOWN TO EARTH OPCO II, LLC

### DEVELOPMENT DISTRICT

By:	Ву:
Print Name	Print Name
Print Title	Print Title
Date	Date
Attest	Attest

# EXHIBIT A

Landscape and Irrigation Maintenance for Lake Sumter Landing and Market Square

		oroupre	Lane Canner	Landing at	Narket Squa			
Area Description	Annuals (x4 change outs per year)	Bahia (Sq Yd)	Zoysia (Sq Yd)	Shrub Beds (Sq Yd)	Trees	Palms	Pots	Irrigation Zone
Market Square	500			800	17	22	27	
Lake Sumter Landing	6,745	5,932	7,456	42,320	1,017	434	231	18
Gordons Garage Addition & Sign	250			526		7		
Wilkerson Creek	120	2,672	3,076	11,035			2	2
Creekside Cabanas			545	463				
TOTAL QUANTITIES	7,615	8,604	11,077	55,144	1,034	463	260	21
UNIT COST	\$ 1.40	\$ 0.50	\$ 1.65	\$ 3.30	\$ 15.00	\$ 15.00	\$ 100.00	\$ 125.00
ANNUAL COST	\$ 42,644.00	\$4,302.00	\$ 18,277.05 <sup>v</sup>	\$ 181,975.20	\$ 15,510.0 <sup>0</sup>	\$6,945.00	\$ 26,000.00	\$ 26,875.00
				τοτα			ALL AREAS	\$ 26,877.3
				тот	AL ANNUAL AI		ALL AREAS	\$ 322,528,2

### Group A - Lake Sumter Landing & Market Square

#### NOTE(S):

• When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

All price information to be used in the RFP evaluation must be on this proposal form.

District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."

MICHAEL MOSLER II, PRESIDENT Authorized Agent Name, Title (Print)

Authorized Signature Date

# EXHIBIT A

This document must be completed and returned with your Submittal

**GROUP** A

# PROPOSAL FOR SUPPLEMENTAL SERVICES

# (Additional Services if Needed):

ITEM	DESCRIPTION	UNIT	PRICE
1	Aerification: Aerification on all Zoysia and St. Augustine turf in contracted area (NO BAHIA). This service will be completed in the months of March and November. An approved core aerification system shall be used to remove plugs that will remain and infill naturally. These services must be complete with the specified months. (Please provide a per Acre price to include entire contract area).	\$/ACRE	\$ <b>275.00</b> /ACRE
2	<b>Bed Lines:</b> Bed lines shall be re-defined per original specifications and design intent once per year in all contracted areas. This process will begin with a proposed painted bed line by contractor to be approved by Landscape Supervisor prior to start of work. A task specific machine such as a BlueBird BB55A bed bug or similar approved equipment shall be used in completing this work to provide a consistent edge and depth. (Please provide a yearly cost contract wide).	\$/YEAR	\$ <b>6,525.00</b> /YEAR
3	Pine Straw Removal: Please provide a per Square Yard cost for the complete removal of all existing Pine Straw in all beds in contracted area with the soil removed to 4 inches along any hard surface. This cost should be a total to encompass all beds in contract area.	\$/Sq Yd	\$ <b>2.70</b> <sub>/Sq</sub> Yd

# \*PLEASE BE SURE TO PRICE PER SPECIFIC UNIT (Acre, Year or Sq Yd)

#### NOTE(S):

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- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Village Community Development Districts and Sumter Landing Community Development District the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Agreement Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."

MICHAEL MOSLER II. PRESIDENT	CC	01/07/2020
Authorized Agent Name, Title (Print)	Authorized Signature	Date
	ne of Proposer's Firm:	

This document must be completed and returned with your Submittal

Village Community Development Districts Purchasing Department EXHIBIT A

# FLORIDA FRIENDLY & DROUGHT TOLERANT PLANT MATERIAL REPLACEMENT PROGRAM

The awarded Contractor shall participate in the Florida Friendly and Drought Tolerant Plant Material Replacement Program. The following specifications and pricing are applicable to the replacement program only.

\*\*PRICING IS BASED ON AN AVERAGE OF CONTRACTORS PRICING FOR PLANT MATERIAL REPLACEMENTS AS AGREED UPON AND ACCEPTED BY ALL EXISTING DISTRICT LANDSCAPE CONTRACTORS. [PRINT, SIGN and DATE]

# FLORIDA FRIENDLY PLANT LIST:

	NUL SHATTING THE AT	Inst	alled Unit
Shrubs	Size		Price
African Iris white	1 gallon	\$	4.80
African Iris yellow	1 gallon	\$	4.94
Agapanthus	1 gallon	\$	5.24
Algerian Ivy	1 gallon	\$	6.74
Azalea Formosa, lavender or pink	3 gallon	\$	10.87
Azalea 'Southern Charm'	3 gallon	\$	11.22
Azalea standard, pink or lavender	7 gallon	\$	44.28
Azaleas Fashion	3 gallon	\$	10.98
Azaleas Gerbing or Tabor	3 gallon	\$	10.95
Azaleas Red Formosa	3 gallon	\$	10.84
Azaleas Red Ruffle	3 gallon	\$	11.10
Bamboo, 'Alphonse Karr'	7 gallon	\$	97.53
Bamboo, ' Alphonse Karr'	15 gallon	\$	177.73
Bamboo, ' Alphonse Karr'	30 gallon	\$	297.67
Bamboo, 'Golden Goddess'	7 gallon	\$	89.21
Bamboo, 'Golden Goddess'	15 gallon	\$	165.83
Bamboo, 'Golden Goddess'	30 gallon	\$	311.00
Blue Daze	1 gallon	\$	4.68
Blue Salvia	1 gallon	\$	5.01
Blue My Mind	1 gallon	\$	6.62
Blue Pacific Juniper	1 gallon	\$	4.83
BottleBrush, Dwarf	3 gallon	\$	17.60
Boxwood	3 gallon	\$	10.67
Boxwood	7 gallon	\$	37.45
	15 gallon; 30"+ ht. x 24"	6.2	
Boxwood	spread	\$	131.97
Bulbine 'Hallmark or Tangerine'	1 gallon	\$	5.31
Camellia Japonica	7g	\$	76.60
Compellin Innonico	15 gallon; 4-5' ht x 2-3'	\$	170 11
Camellia Japonica	spread	>	170.11

Village Community Development Districts Purchasing Department EXHIBIT A

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Camellia Japonica	30g	\$ 451.14
Camellia Sasanqua	7g	\$ 74.27
	15 gallon; 4-5' ht x 2-3'	
Camellia Sasanqua	spread	\$ 170.11
Camellia Sasanqua	30g	\$ 426.37
Cast Iron Plant	1 gallon	\$ 6.43
Cast Iron Plant	3 gallon	\$ 14.48
Coontie (Zamia floridana)	3 gallon full	\$ 22.62
Cordgrass	1 gallon	\$ 4.69
Crinum Lily - Red	15 gallon	\$ 94.78
Crinum Lily - Green	15 gallon	\$ 94.05
Day Lily	1 gallon	\$ 4.93
Dwarf Blue Ruellia 'Katie Blue'	1 gallon	\$ 4.92
Dwarf Burfordii Holly	3 gallon	\$ 10.70
Dwarf Burfordii Holly	7 gallon	\$ 36.26
Dwarf Chinese Fringe Bush 'Ruby'	3 gallon	\$ 11.42
Dwarf Chinese Fringe Bush 'Plum'	3 gallon	\$ 11.54
Dwarf Ice Plant (Delasperma cooperi)	1 gallon	\$ 8.64
Dwarf Walters Viburnum 'Mrs Shillers'	3 gallon	\$ 11.00
Dwarf Yaupon Holly 'Stokes, or Schellings'	3 gallon	\$ 10.94
Elaeagnus	3 gallon	\$ 11.66
Fakahatchee Grass, Dwarf	3 gallon	\$ 10.63
Fakahatchee Grass, reg	3 gallon	\$ 10.57
Feijoa - Pineapple Guava	3 gallon	\$ 11.53
Feijoa - Pineapple Guava	7 gallon	\$ 39.63
Feijoa - Pineapple Guava	15 gallon	\$ 92.87
Ginger, Shell	3 gallon	\$ 18.66
Hawthorn	3 gallon	\$ 10.66
Hawthorn	7 gallon	\$ 34.83
Hawthorn Standard	15 gallon	\$ 186.45
Helianthus, 'Beach Sunflower'	1 gallon	\$ 5.42
Hibiscus	3 gallon	\$ 12.98
Holly Fern	1 gallon	\$ 5.74
Jasmine, Confederate	1 gallon	\$ 5,10
Jasmine, Dwarf (Asiatic, minima)	1 gallon	\$ 4.75
Jasmine, Dwarf Variegated (Asiatic, minima)	1 gallon	\$ 4.97
Jasmine, Dwarf Tri-colored (Asiatic, minima)	1 gallon	\$ 5.05
Juniper, Blue Pacific	3 gallon	\$ 10.70
Juniper Parsonii	3 gallon	\$ 10.67
Lantana trailing pink	1 gallon	\$ 4.87
Lantana trailing 'Gold Mound'	1 gallon	\$ 4.85

Village Community Development Districts Purchasing Department

EXHIBIT A

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	8	1.205
Lantana trailing 'Chapel Hill'	1 gallon	\$ 5,09
Ligustrum 'Howardii'	7 gallon	\$ 36.41
Ligustrum japonicum	7 gallon	\$ 36.17
Ligustrum recurvifolium	7 gallon	\$ 36.66
Ligustrum sinensis 'Variegated'	3 gallon	\$ 16.49
Liriope 'Emerald Goddess'	1 gallon	\$ 5.31
Liriope 'Super Blue'	1 gallon	\$ 5.10
Liriope, Variegated 'Aztec Grass'	1 gallon	\$ 4.89
Mondo Grass (Ophiopogon spp.)	1 gallon	\$ 4.93
Mondo Grass, Dwarf (Ophiopogon spp.)	1 gallon	\$ 4.97
Muhly Grass	3 gallon	\$ 10.43
Nandina domestica 'Harbor Dwarf'	1 gallon	\$ 7.82
Nandina domestica 'Harbor Dwarf'	3 gallon	\$ 14.54
Nandina domestica, regular	3 gallon	\$ 11.98
	7 gallon; 28"+ ht. x 2' spread;	
Nandina domestica, regular	3 canes min	\$ 35.98
Nandina 'Firepower Dwarf'	3 gallon	\$ 13.09
Nandina 'Gulf Stream Dwarf'	3 gallon	\$ 14.84
Needle Palm	7 gallon	\$ 93.23
Osmanthus fragrans	3 gallon	\$ 14.08
Pampas Grass	3 gallon	\$ 11.11
Paspalum quadrifarium	3 gallon	\$ 10.97
Pennesetum Fountain Grass, Green or Red	3 gallon	\$ 11.30
Perennial peanut 'Ecoturf'	1 gallon	\$ 5.38
Philodendron, Split-leaf (Selloum spp.)	3 gallon	\$ 11.54
Philodendron, Split-leaf (Selloum spp.)	7 gallon	\$ 36.34
Philodendron, Xanadu	3 gallon	\$ 15.29
Pittosporum, green compact	3 gallon	\$ 11.01
Pittosporum, variegated compact	3 gallon	\$ 10.87
Plumbago	3 gallon	\$ 10.72
Podocarpus	3 gallon	\$ 11.17
Podocarpus macrophyllus	7 gallon	\$ 37.15
	5' minimum ht	
Podocarpus macrophyllus B&B/cont	x 24-36" spread	\$ 170.82
Podocarpus 'Pringles'	3 gallon	\$ 13.32
Podocarpus 'Pringles'	7 gallon	\$ 49,18
Roses, Drift	3 gallon	\$ 19.41
Roses, Knockout	3 gallon	\$ 19.34
Rosemary	1 gallon	\$ 6.71
Sabal minor	3 gallon	\$ 26.48
Sabal minor	7 gallon	\$ 71.43

Village Community Development Districts Purchasing Department

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Sabal minor	15 gallon	\$ 160.33
Serenoa repens	7 gallon	\$ 72,97
Serenoa repens	15 gallon	\$ 153.33
Society Garlic	1 gallon	\$ 4.68
Stromanthe	3 gallon	\$ 44.45
Thryallis (Galphimia glauca)	3 gallon	\$ 11.91
Variegated Dianella-Flax Lily	1 gallon	\$ 5.82
Variegated Dianella-Flax Lily	3 gallon	\$ 13.45
Viburnum odoratissimum	3 gallon	\$ 10.68
Viburnum odoratissimum	7 gallon	\$ 35.92
Viburnum odoratissimum	15 gallon	\$ 88.77
Viburnum odoratissimum	30 gallon/B&B	\$ 187.45
Viburnum suspensum	3 gallon	\$ 10.93
Viburnum suspensum	7 gallon	\$ 38.47
Wax Myrtle	15 gallon; 4-5'	\$ 98.15
Wax Myrtle	25 gallon; 5-6'	\$ 192.16
Dwarf Wax Myrtle - var. pumila	3 gallon*	\$ 12,51
Dwarf Wax Myrtle - var. pumila	7 gallon	\$ 43,47
Yellow Anise	7 gallon, 30"+ ht 18-24" spread	\$ 36.25
Trees		
Bald Cypress	30g	\$ 210.00
Bald Cypress B&B	12ft	\$ 410.00
Crape Myrtle - multi trunk, various colors	multi trunk #30 B&B 9' + ht x 5' spread	\$ 259,66
Crape Myrtle Standard	65 gal 10-12'; 5' spread	\$ 464.87
Date Palm Canary	10-12' up to nut	\$ 7,216.77
Date Palm Medjool	12' to first frond	\$ 6,353.47
Date Palm Medjool	16' to first frond	\$ 7,847.41
Date Palm Sylvester	12' to first frond	\$ 5,024.25
Date Palm Sylvester	16' to first frond	\$ 7,029.49
East Palatka Holly	30 gallon 8' ht x 4' spread 2" cal min, straight trunk	\$ .233.41
European Fan Palm, multitrunk	15 gallon	\$ 145.29
European Fan Palm, multitrunk	30 gallon	\$ 255.39
Japanese Blueberry ( <i>Elaeocarpus decipiens</i> )	15 gallon	\$ 136.56
Ligustrum Tree-type	B&B 8 ½' + ht x 7' spr, multi trunk 4' min open below	\$ 584.19
Live Oak	B&B 3 ½" - 4" caliper	\$ 777.50
Live Oak	B&B 4" caliper	\$ 825.00

Village Community Development Districts Purchasing Department

EXHIBIT A

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Live Oak	B&B 6" caliper	\$ 1,537.50
Live Oak	B&B 8" caliper	\$ 2,880.93
Magnolia 'Little Gem'	30 gallon	\$ 228.97
Magnolia 'Little Gem' 3" caliper	45 gallon or B&B	\$ 474.46
Magnolia 'Southern'	30 gallon	\$ 287.00
Magnolia 'Southern'	45 GALLON	\$ 550.00
Magnolia 'Southern'	65 gallon or B&B	\$ 617,40
Mule Palm (Butia x Queen hybrid)	10' to first live frond	\$ 1,533.33
Nellie Stevens Holly	30 gallon 6-8' ht x 4-6' spread	\$ 231.59
Pindo Palm ( <i>Butia capitata</i> )	6-8' CT full head	\$ 2,050.16
Red Maple	30g	\$ 233.57
Red Maple (Acer Rubrum)	2 ½" - 3" caliper	\$ 456.50
Ribbon Palm (Livistona decipiens)	6-8' to first live frond	\$ 838,00
Ribbon Palm (Livistona decipiens)	12-14' to first live frond	\$ 1,515.67
River Birch Cont/B&B 12-14' x6' spr, multi	12-14' ht. x 6' spr.	
trunk (BNMTF) 'Dura-heat'	multi trunk	\$ 349.42
Sabal Palm	10' to 16' ct	\$ 273.33
Sabal Palm - Root enhanced	4-8' CT	\$ 383.50
Sabal Palm - Root enhanced	10-22' CT	\$ 471.30
Sabal Palm - Root enhanced	24-30' CT	\$ 621,50
Sabal Palm - Root enhanced	32-40' C⊺	\$ 732.80
Sand Pine	15 gallon	\$ 150.00
Sand Pine	30 gallon	\$ 1,225.00
Shumard Oak	3" caliper	\$ 481.78
Shadows Female Yaupon Holly (4-5' spread)	30 gallon	\$ 260.21
Slash Pine	15 gallon	\$ 150.00
Slash Pine	30 gallon	\$ 1,225.00
Sweetgum	30 gallon	\$ 221.43
Sweetgum ( <i>Liquidambar styraciflua</i> )	2 1⁄2" - 3" caliper	\$ 435.67
Walters Viburnum	6' ht. x 4' spread	\$ 221.00
Washingtonia Palm	12' clear trunk	\$ 596.84
Weeping Willow	30g	\$ 220.83
Weeping Willow	2 1/2" - 3" caliper	\$ 458.50
Weeping Yaupon var. pendula	15 gallon	\$ 143.67
Weeping Yaupon var. pendula	30 gallon; 9'+ ht x 4 ½' spr. Multiple trunks	\$ 265.50
Winged Elm (Ulmus alata)	2 ½" - 3" caliper	\$ 450.05
Winged Elm ( <i>Ulmus alata</i> )	3 ½" - 4" caliper	\$ 699.17
Turf	n 3	
Empire' Zoysia R&R installed	square foot	\$ 0.81



Floratam' St Augustine R&R installed	square foot	\$ 0.77
Seville'/ 'Bitter Blue' St. Augustine R&R		
installed	square foot	\$ 0.81
Bahia sod R&R installed	square foot	\$ 0.64
Celebration Bermuda R&R installed	square foot	\$ 0.80
419 Bermuda R&R installed	square foot	\$ 0.76
Other		
Pine Straw per bale installed	per bale installed	\$ 6.09
Soil Amendment (Annuals Mix) Per Cubic Yard	per yard	\$ 38.94
Fill Dirt (Clean/Not Enriched) per Cubic Yard	per yard	\$ 28.92
Transplant 1 gallon plant charge (Nearby)	per plant	\$ 3.33
Transplant 3 gallon plant charge (Nearby)	per plant	\$ 5.56
Per hour labor charge for excess site prep, etc.	per man hour	\$ 33.75

**HOURLY RATE: Equipment** 

Equipment	Size	Hourly Rate
Loader w/ Operator	SMALL	\$75.00/hr

#### WARRANTY

The Contractor shall offer the following warranties on installed plant materials:

- Trees/Palms/Specimen Plants One (1) Year Warranty
- New Plant Material/Shrubs Ninety (90) Day Warranty
- Turf/Sod Sixty (60) Day Warranty

Contractor warrants that any failure of materials or service within the above referenced time frames after acceptance by the District, which can be traced to materials or labor, supplied during the performance of the work, shall be repaired and/or replaced without any additional charge to the District. Warranty shall cover all materials and labor associated with warranty repairs performed on site.

MICHAEL MOSLER II, PRESIDENT	Call	01/07/2020
Authorized Agent Name, Title (Print)	Authorized Signature	Date
N	ame of Proposer's Firm:	
SSS DOWN	TO EARTH OPCO II LLC	

This document must be completed and returned with your Submittal

# EXHIBIT A

Village Community Development Districts Purchasing Department

# **IRRIGATION REPLACEMENT PROGRAM**

The awarded Contractor shall participate in the Irrigation Replacement Program. The following specifications and pricing are applicable to the replacement program only.

\*\*PRICING IS BASED ON AN AVERAGE OF CONTRACTORS PRICING FOR IRRIGATION REPLACEMENTS AS AGREED UPON AND ACCEPTED BY ALL EXISTING DISTRICT LANDSCAPE CONTRACTORS. [PRINT, SIGN and DATE]

# IRRIGATION EQUIPMENT LIST

Valves	Part No.	Installed Unit Price
Rain Bird PESB - PRS - D Series		
Rain Bird PRS Dial pressure module	B33135	\$ 76.50
Rain Bird 1" Valve	100-PESB-PRS-D	\$ 149.20
Rain Bird 1 1/2" Valve	150-PESB-PRS-D	\$ 178.30
Rain Bird 2" Valve	200-PESB-PRS-D	\$ 224.00
Electric, brass 300-BPES - 3"	B38113	\$ 548.90
Diaphragm Assembly PGA 100	208143	\$ 39.10
Diaphragm Assembly PGA 150	234882	\$ 69.90
Diaphragm Assembly PGA 200	209005	\$ 77.70
Diaphragm Assembly BPES 300	231542	\$ 273.50
Electric Solenoid 24 VAC PGA	209532-02	\$ 43.60
Electric Solenoid 24 VAC 300 BPES	B31800	\$ 47.90
9-Volt Potted Latching Solenoid	TBOS-PSOL	\$ 42.00
Rain Bird 1800 PRS Series Pop Up Sprinkler		
1804 PRS (Pressure Regulated) 4" pop-up spray sprinkler body	1804-PRS	\$ 6.50
1804 SAM PRS (Seal-A-Matic Check Valve)	1804-SAM-PRS	\$ 8.40
1806 PRS 6" pop-up	1806-PRS	\$ 12.30
1806 SAM PRS 6" pop-up	1806-SAM-PRS	\$ 19.30
1812 PRS 12" Pop-up body	1812-PRS	\$ 18.50
1812 SAM PRS 12" pop-up	1812-SAM-PRS	\$ 23.80
Tree Spray Heads and Nozzles		
Rain Bird SQ Series Square Quarter Nozzle	SQ QTR	\$ 2.50
Rain Bird maxi jet pop up adaptor with Top Hat 180 Spray Jet Nozzle		\$ 3.20
Rain Bird 1400 Series Pressure Compensating Full-Circle Bubbler	1404	\$ 5.10
Rain Bird VAN Series Nozzles (Variable Arc Nozzles)	A STATE THEY IS	

Village Community Development Districts Purchasing Department

EXHIBIT A

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6' VAN Nozzle	6-VAN	\$ 1.40
8' VAN Nozzle	8-VAN	\$ 1.40
10' VAN Nozzle	10-VAN	\$ 1.40
12' VAN Nozzle	12-VAN	\$ 1.40
15' VAN Nozzle	15-VAN	\$ 1.40
18' VAN Nozzle	18-VAN	\$ 1.40
Villa Clocks-Hunter XC Hybrid, Stainless Locking Cabinet		2.3.33.14
4-Zone Clock	XCH-400-SS	\$ 198.50
6-Zone Clock	XCH-600-SS	\$ 379.60
8-Zone Clock	XCH-800-SS	\$ 292.20
10-Zone Clock	XCH-1000-SS	\$ 300.40
12-Zone Clock	XCH-1200-SS	\$ 469.70
Hunter ICV Valves		
ICV Valve-1" For potable water		\$ 89.40
ICV Valve-1 1/2" For potable water		\$ 120.20
ICV Valve-2" For potable Water		\$ 164.30
ICV Valve-1" Filter Sentry Valve for non-potable water		\$ 137.70
ICV Valve-1 1/2" Filter Sentry Valve for non-potable water		\$ 175.90
ICV Valve-2" Filter Sentry Valve for non-potable water		\$ 216.10
Hunter 9-V latching Solenoid	#458200	\$ 30.60
Rain Bird 5000 Series Rotors-w/nozzle		
5004-RRS 4" Rotor (Pressure Regulated)	5004-RRS	\$ 15.90
5004-SAM-PRS (Seal-A-Matic)	5004-SAM-PRS	\$ 18.50
Rain Bird 9-Volt Timers		
TBOS 9-Volt Controller single zone	TBOS-1CMUS	\$ 175.70
TBOS 9-Volt Controller two zone	TBOS-2CMUS	\$ 222.70
TBOS 9-Volt Controller four zone	TBOS-4CMUS	\$ 267.90
TBOS 9-Volt Controller six zone	TBOS-6CMUS	\$ 330.80
9-Volt Alkaline Battery		\$ 3.60
Hunter PGP ADJ Series rotor-w/nozzle		1201.34
4" pop-up Rotor	PGP-ADJ	\$ 14.90
Hunter Institutional Series Pop-up Sprinkler		
6" Institutional pop-up with check valve, pressure regulated	INST-06-CV-R	\$ 15.50

Village Community Development Districts Purchasing Department

EXHIBIT A

Page 14 of 33

12" Institutional pop-up with check valve, pressure regulated	INST-12-CV-R	\$	21.10
Hunter Adjustable Nozzle		\$	1.30
Hunter Fixed Arc Nozzle		\$	1.30
Hunter Smart Valve Controllers, Wireless Valve System 9-Volt			
Single Station Controller	WVC-100	\$	179.80
Two Station Controller	WVC-200	\$	213.20
Four Station Controller	WVC-400	\$	240.50
Hunter Rain Sensors		-7	
Hunter Mini-Clik Rain Sensor	BPSW	\$	39.00
Hunter Solar Sync Rain Sensor		\$	100.20
MP Rotator	The section of		
1000 series		\$	8.40
2000 series		\$	8.60
3000 series	k	\$	8.60

Contractor warrants that any failure of materials or service within the above referenced time frames after acceptance by the District, which can be traced to materials or labor, supplied during the performance of the work, shall be repaired and/or replaced without any additional charge to the District. Warranty shall cover all materials and labor associated with warranty repairs performed on site.

MICHAEL MOSLER II, PRESIDENT

Authorized Agent Name, Title (Print)

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Authorized Signature Date

Name of Proposer's Firm:

SSS DOWN TO EARTH OPCO II LLC

This document must be completed and returned with your Submittal

# EXHIBIT A

Village Community Development Districts Purchasing Department

# EXHIBIT A

Landscape and Irrigation Maintenance for Lake Sumter Landing and Market Square

		oroupre	Lane Canner	Landing at	Narket Squa			
Area Description	Annuals (x4 change outs per year)	Bahia (Sq Yd)	Zoysia (Sq Yd)	Shrub Beds (Sq Yd)	Trees	Palms	Pots	Irrigation Zone
Market Square	500			800	17	22	27	
Lake Sumter Landing	6,745	5,932	7,456	42,320	1,017	434	231	18
Gordons Garage Addition & Sign	250			526		7		
Wilkerson Creek	120	2,672	3,076	11,035			2	2
Creekside Cabanas			545	463				
TOTAL QUANTITIES	7,615	8,604	11,077	55,144	1,034	463	260	21
UNIT COST	\$ 1.40	\$ 0.50	\$ 1.65	\$ 3.30	\$ 15.00	\$ 15.00	\$ 100.00	\$ 125.00
ANNUAL COST	\$ 42,644.00	\$4,302.00	\$ 18,277.05 <sup>v</sup>	\$ 181,975.20	\$ 15,510.0 <sup>0</sup>	\$6,945.00	\$ 26,000.00	\$ 26,875.00
TOTAL MONTHLY AMOUNT FOR ALL AREAS							\$ 26,877.3	
TOTAL ANNUAL AMOUNT FOR ALL AREAS							\$ 322,528,2	

### Group A - Lake Sumter Landing & Market Square

#### NOTE(S):

• When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

All price information to be used in the RFP evaluation must be on this proposal form.

District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."

MICHAEL MOSLER II, PRESIDENT Authorized Agent Name, Title (Print)

Authorized Signature Date

# EXHIBIT A

This document must be completed and returned with your Submittal

**GROUP** A

RFP 19P-021				
Landscape, Irrigation Softball Field Maintenance for Soaring Eagle				

Worksheet Sections for BrightView	James Morris	Chris Ryzoc	David Van Vleet	Brandy Cook	Molly Farrar
Machinery, equipment & manpower (20)	20	19	10	20	15
Qualifications of proponents manpower (20)	20	19	10	20	15
Experience (25)	25	23	15	25	22
Quality of references (10)	5	7	5	8	5
Price with respect to average proposal (15)	15	14	11	12	10
Thoroughness of proposal (10)	10	10	10	10	10
TOTALS	95	92	61	95	77
Worksheet Sections for Cepra					
Machinery, equipment & manpower (20)	20	20	20	20	20
Qualifications of proponents manpower (20)	20	19	18	20	20
Experience (25)	25	23	20	25	25
Quality of references (10)	10	10	10	10	10
Price with respect to average proposal (15)	3	10	0	10	5
Thoroughness of proposal (10)	10	10	10	10	10
TOTALS	88	92	78	95	90
Worksheet Sections for Commercial					
Machinery, equipment & manpower (20)	20	19	20	20	10
Qualifications of proponents manpower (20)	20	19	20	20	10
Experience (25)	25	24	25	24	10
Quality of references (10)	6	8	5	10	7
Price with respect to average proposal (15)	12	12	7	14	10
Thoroughness of proposal (10)	10	7	7	9	8

RFP 19P-021 Landscape, Irrigation Softball Field Maintenance for Soaring Eagle

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# AGENDA REQUEST

TO:	Board of Supervisors Sumter Landing Community Development District
FROM:	Mark LaRock, Purchasing Director, Kathy Godfrey, Buyer
DATE:	4/16/2020
SUBJECT:	Award of Invitation to Bid (ITB) #20B-005 Purchase & Delivery of Recreation Equipment - Pickleballs

# **ISSUE:**

Review and approval of award of Invitation to Bid (ITB) #20B-005 Purchase & Delivery of Recreation Equipment - (*PWAC Consideration Item*)

# **ANALYSIS/INFORMATION:**

On October 17, 2019 Board approval was received to Standardize on the Dura Fast 40 Pickleball for purchase and use at the District Recreation Centers (attached for reference).

As the District has grown, the need for Recreation equipment-pickleballs has greatly increased resulting in an annual purchase amount that exceeds the District's Purchasing threshold of more than \$50,000 in aggregate per fiscal year which requires the competitive solicitation process per Policies and Procedures. On January 13, 2020, staff issued ITB #20B-005 Purchase & Delivery of Recreation Equipment - Pickleballs. The general specifications of ITB #20B-005 are for the monthly purchase and delivery of 426 dozen DuraFast 40 pickleballs with a total annual quantity of approximately 5,100 dozen pickleballs for VCCDD and SLCDD.

Two (2) Suppliers responded and submitted bids. Bid evaluation to determine the lowest responsive and responsible bidder included the bid price and reference checks. Staff has verified references provided by Olla LLC, DBA Pickleball Central whose bid was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A). Olla, LLC DBA Pickleball Central has been supplying and delivering pickleballs for the District on a monthly basis for over 10 years, and the Recreation Department has been more than satisfied with their performance. The BID tabulation results are as follows:

SUPPLIERS	<b>Bid Price</b> <b>Cost including Delivery</b> (426 dozen or 5,112 balls)	SLCDD Portion Annual Cost including Delivery (approximately 4,100 dozen per year)
Olla, LLC DBA Pickleball Central	\$10,259.00 (\$24.08/dz)	\$98,728.00
BSN Sports LLC	\$12,345.48 (\$28.98/dz)	\$118,818.00

The District desires to enter into an agreement with Olla, LLC DBA Pickleball Central based on the terms and conditions outlined in ITB #20B-005 for the purchase and delivery of pickleballs at the pricing structure of \$10,259.00 for 426 dozen (\$24.08 per dozen) delivered (Exhibit A). This agreement will be utilized throughout the District to purchase pickleballs for both SLCDD and VCCDD Recreation Centers. All orders will be scheduled and verified by the Recreation Administration Department on a monthly basis.

At the new pricing structure of \$24.08 per dozen delivered, the District shall obtain an agreement that will remain fixed and firm through September 30, 2022. The SLCDD portion for the purchase and delivery of approximately 4,100 dozen pickleballs will be \$98,728.00/annually, which is all subject to usage.

The initial term of this Agreement shall be May 1, 2020 through September 30, 2022, with the option to renew for three (3) additional one (1) year periods. Following completion of the initial term, each renewal period shall automatically occur on October 1 of each renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices proposed by the Supplier shall remain fixed and firm for the initial term of the contract. Supplier may meet with Purchasing and Recreation staff 60 days prior to the end of the initial term to negotiate an increase or decrease to the current awarded pricing. No increase will exceed 3%.

## **BUDGET IMPACT:**

For FY 19/20, the amount budgeted for these supplies were \$101,195.00 total for SLCDD. It is anticipated that the SLCDD portion will be an estimated \$41,135.65 (\$8,227.33/monthly) for the remaining five months of FY 19/20. Funds are available in the FY 19/20 budget.

### **STAFF RECOMMENDATION:**

Staff is requesting approval of a recommendation of award for ITB #20B-005 Purchase & Delivery of Recreation Equipment - Pickleballs, awarding to Olla, LLC DBA Pickleball Central in the total amount of approximately \$98,728.00/annually (\$24.08 per dozen for 4,100 dozen) based on the pricing reflected in Exhibit "A".

# **MOTION:**

Motion to award ITB #20B-005 Purchase & Delivery of Recreation Equipment - Pickleballs to Olla, LLC DBA Pickleball Central in the total amount of approximately \$98,728.00/annually (\$24.08 per dozen for 4,100 dozen) based on the pricing reflected in Exhibit "A"; and authorize the Chairman/Vice-Chairman to sign the Agreement.

## **ATTACHMENTS:**

	Description	Туре
D	Agreement BID 20B-005	Exhibit
D	Exhibit A	Exhibit
D	Standardization Form	Backup Material

## AGREEMENT FOR SERVICES BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND OLLA, LLC DBA PICKLEBALL CENTRAL FOR PURCHASE AND DELIVERY OF RECREATION EQUIPMENT - PICKLEBALLS BID #20B-005

**THIS AGREEMENT** is made this 19<sup>th</sup> day of March 2020, and made effective on the 1<sup>st</sup> day of April 2020, by and between by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **OLLA, LLC DBA PICKLEBALL CENTRAL** (hereafter referred to as "Supplier"), whose address is 22330 68<sup>th</sup> Avenue S, Kent, WA 98032.

#### RECITALS

WHEREAS, the District owns or operates certain real property requiring the procurement and delivery of recreation equipment\_pickleballs, and wishes to enter into a contract with a party capable of providing suitable services; and

WHEREAS, Supplier provides recreation equipment\_pickleballs and delivery for properties such as those owned or operated by the District, and wishes to enter into a contract whereby the Supplier performs services for the District in consideration of payments from the District to the Supplier;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

#### 1. SERVICES BY SUPPLIER

- 1.1 Supplier, for and in consideration of the payments hereinafter specified and agreed to be made by District, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Purchase and Delivery of Recreation Equipment - Pickleballs, Invitation to Bid (ITB) # 20B-005, hereinafter referred to as BID. Specifications and other contract documents, as defined in saidBID, and all other related documents cited in the above stated BID are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 Supplier shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on District property, roadways and right-of-ways to include safe location of parked vehicles.
- 1.3 Supplier shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.4 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, Supplier must only employ individuals who are legally authorized to work in the United States of America. Supplier hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subsuppliers) employed/assigned during the contract term by the supplier to perform work pursuant to this Agreement. To certify participation in the program, Supplier, and any subsuppliers to the supplier, is required to sign an E-Verify Supplier/Subsupplier Affidavit. It is understood that the District will not be responsible for any violations of Federal law and the Supplier, solely, will be responsible and liable for any violations and or penalties associated with such violation.

# 2. PAYMENT

- 2.1 In consideration of the services provided by the Supplier pursuant to this Agreement, District agrees to pay to Supplier the unit prices submitted by Supplier as a result of Supplier's response to ITB #20B-005 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted via email to <u>accountspayable@districtgov.org</u> no later than the first of the month for the services performed the preceding month. Payment by the District will made no later than forty-five (45) days after the invoice has been received by the District per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 To be considered for payment, each invoice must show the following information:
  - 2.3.1 Purchase order number
  - 2.3.2 Item's description
  - 2.3.3 Quantities and unit
  - 2.3.4 Bid price
  - 2.3.5 Extended price
  - 2.3.6 Total price of all items on invoice
- 2.4 If payment is not made by the District to the Supplier within forty-five (45) days, Supplier may assess a late charge for the lesser of 1.5% per month, or the maximum rate permitted by law.
- 2.5 The District agrees to pay the Supplier for additional work performed by the Supplier pursuant to written orders placed by the District, at a rate equal to component unit costs of labor and equipment charged by the Supplier under the terms of this agreement.

## 3. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract between District and Supplier and which are made part hereof by this reference, consist of the following:

- 3.1 Invitation to Bid
- 3.2 Instructions, Terms, and Conditions
- 3.3 Bid Forms
- 3.4 Proposer's Certification
- 3.5 General Terms and Conditions
- 3.6 Drug Free Workplace Certificate
- 3.7 Statement of Supplier's Experience, Equipment & Personnel
- 3.8 E-Verify Supplier/Subsupplier Affidavit
- 3.9 Scope of Work / Specifications
- 3.10 Agreement for Services
- 3.11 All Bid Addenda Issued Prior to Bid Opening Date
- 3.12 All Modifications and Change Orders Issued
- 3.13 Notice of Award / Notice to Proceed

### 4. <u>TERM</u>

The initial term of this Agreement shall be April 1, 2020 through September 30, 2022, with the option to renew for three (3) additional one (1) year periods. Following completion of the initial term, each renewal period shall automatically occur on October 1 of each renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices proposed by the Supplier shall remain fixed and firm for the initial term of the contract. Supplier may meet with Purchasing and Recreation staff 60 days prior to the end of the initial term to negotiate an increase or decrease to the current awarded pricing. No increase will exceed 3%.

#### 5. DELIVERY

Delivery is to be made to the La Hacienda Regional Recreation Center located at 1200 Avenida Central, The Villages, FL 32159, and to the specific room and location therein, as directed by the District Recreation Department or designee. The time for delivery of the items shall be within five (5) business days after receipt of the order unless otherwise stated. Delivery will be accepted only between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday exclusive of legal holidays and other days on which deliveries will not be accepted. Deliveries must be made to the specified receiving area. If applicable, deliveries are to be placed on skids or pallets at the receiving area as directed by the District Representative. No skids or pallets will be loaned to Supplier by the District, nor will Supplier be allowed to remove the same from the receiving area for purposes of preparing his shipment at his own warehouse. If applicable, mixed loads of more than one item, color, size, etc. must be sorted when directed by the receiving District Representative. No help for unloading will be provided by the District. Supplier shall notify truckers accordingly. The maximum height unloaded of any delivery vehicle will be 14' 0" and the maximum length will be 53'. Any truck, trailer etc. exceeding this height will not be permitted and shipment will not be accepted. Supplier must contact authorized District Representative for delivery schedule and must call 24 hours prior to schedule an appointment for delivery. Supplier should contact the District Recreation Department at (352) 674-1800 and ask for Recreation Manager - Financial & Operations or designee.

The complete order, including backorders, must be fulfilled and or delivered in accordance with the scheduled time provided by the District. If a delivery cannot be made within the time frame or as instructed on the individual monthly order to the delivery location, it is the responsibility of the Supplier to contact the District and advise their authorized Representative of the delay and provide a new delivery date. **Once the delivery status of the order becomes overdue, the District reserves the right to cancel the order without notice to the Supplier**. Five or more late deliveries may cause the Supplier to be in default of the terms and conditions of the agreement.

- 5.1. Any product that is received by the District that is damaged, the awarded Supplier must make arrangements for replacement or credit within 48 hours of notification by the District.
- 5.2. Supplier must offer inside delivery,
- 5.3. If applicable, District Representative will notify Supplier of orders that must be shrink-wrapped and palletized to allow for forklift unloading.
- 5.4. All orders placed prior to the expiration of the agreement and accepted by the successful Supplier will be invoiced at the bid unit price(s), although deliveries may be made after the expiration of the agreement.
- 5.5. Delivery Receipt must itemize in detail as per the following:
  - Delivery Location
  - Product Item Number
  - Item Description
  - Item Quantity Ordered
  - Item Quantity Received
  - Contracted Unit Price
  - Extended Price
  - Total Amount of Bill
  - Name, Contact Number, Signature and Date
  - Purchase Order Number

### 6. **INSURANCE – NOT APPLICABLE**

- 6.1 General Liability. Supplier shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Supplier, sub consultants and subsuppliers from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
- 6.2 Automobile Liability Insurance covering all automobiles and trucks the Supplier may use in connection with this RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
- 6.3 Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 6.4 **Waiver of Subrogation:** By entering into any contract as a result of this RFP, Supplier agrees to a Waiver of Subrogation for each policy required above.
- 6.5 **Workers' Compensation Insurance, as required by the State of Florida.** As required by the State of Florida. Supplier and any sub consultants or subsuppliers shall comply fully with the Florida Worker's Compensation Law. Supplier must provide certificate of insurance showing Worker's Compensation coverage.

#### 6.6 Certificate(s) shall be dated and show:

- 6.6.1 The name of the insured Supplier, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
- 6.6.2 Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- 6.6.3 Subrogation of Waiver clause.
- 6.6.4 The Village Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
- 6.6.5 The Supplier shall require of each its sub consultants and/or subsuppliers to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subsuppliers in its policy as described above.
- 6.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

#### 7. SELF HELP BY DISTRICT

7.1 Within (24 hours) after being notified by District in writing or verbally of defective or unacceptable work, if the Supplier fails to correct such work, District may cause the unacceptable or defective work to be corrected. If the District corrects the work, the District shall be entitled to deduct from any monies due, or which may become due to Supplier, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such 24 hour period, and the Supplier immediately begins corrective work, and District reasonably determines that the Supplier is diligently pursuing the completion of such corrective work, District agrees to allow Supplier to complete correction of the defective or unacceptable work. In addition, if the Supplier, for any reason, fails to perform any portion of the services required by the Supplier pursuant to this Agreement, the District shall be entitled to deduct from any monies due or which may become due to Supplier the actual expenditures that are necessary to complete the services not performed.

Village Community Development Districts Purchasing Department

- 7.2 All costs and expenses incurred by District pursuant to this section shall be deducted from monies due, or which may become due to Supplier for its obligations herein.
- 7.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive District's right to declare the Supplier in default in accordance with applicable provisions of the Agreement.

#### 7.4 SATISFACTORY PERFORMANCE

- 7.4.1 It is estimated that the frequency and guidelines set forth in this Scope of Services will provide the quality desired. However, in the event it does not, Supplier agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these work specifications, as measured by the District in its discretion.
- 7.4.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the products, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the products/services will be reviewed on a routine basis by the District. Supplier performance will be evaluated and adjustments to the scope of services specifications, if required, will be made.
- 7.4.3 Any damage to District property by the supplier shall be repaired by the respective tradesmen initiated though the District Representative so all warranties remain effective. All billing for said repairs will be directed to the Supplier responsible for said area and cost of repairs.

#### 8. TERMINATION BY THE DISTRICT

- 8.1 The performance of work under this Contract may be terminated by District in accordance with this clause in whole or from time to time in part, whenever District determines that Supplier is in default of the terms of this Agreement. Any such termination shall be effected by delivery to Supplier a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.
- 8.2 After receipt of a Notice of Termination, and except as otherwise directed, Supplier shall:
  - 8.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
  - 8.2.2 Place no further orders or subcontract for products, services, or facilities except as may be necessary for completion of such portions of work under this Contract.
  - 8.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - 8.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the District to the extent Supplier may require, which approval or ratification shall be final for all purposes of this clause.
  - 8.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.
- 8.3 After receipt of a Notice of Termination, Supplier shall submit to District Supplier's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by District. No claim will be allowed for any expense incurred by Supplier to after the receipt of the Notice of Termination and Supplier shall be deemed to waive any right to any further compensation.

Village Community Development Districts Purchasing Department

- 8.4 Supplier and District may agree upon the whole or any part of the amount or amounts to be paid to Supplier by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.
- 8.5 District may, for any reason, terminate performance under this Agreement by the Supplier for convenience upon thirty (30) days written notice. District will not be held responsible for any loss incurred by Supplier as a result of District's election to terminate this Agreement pursuant to this paragraph.

## 9. OTHER MATTERS

- 9.1 The obligations of the Suppliers under this agreement may not be delegated without the prior written consent of the District. The District may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 9.2 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 9.3 The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and Supplier does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 9.4 Supplier does hereby specifically promise and agree to "hold harmless", defend and indemnify the District and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 9.5 Supplier shall not be construed to be the agent, servant or employee of the District or of any elected or appointed official thereof, for any purpose whatsoever, and further Supplier shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the District.
- 9.6 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The Supplier recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District in a contractual relationship unless they have been reduced to writing and signed by an authorized District representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 9.7 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 9.8 Time is of the essence in the performance of this Contract. The Supplier specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the Supplier.

#### 10. SUPPLIER'S REPRESENTATIONS

- 10.1 Supplier makes the following representations:
- 10.2 Supplier has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 10.3 Supplier declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that Supplier has satisfied itself relative to the work to be performed.
- 10.4 Supplier has investigated and is fully informed of the performance conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 10.5 Supplier has given the District written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 10.6 Supplier declares that submission of a proposal for the work constitutes an incontrovertible representation that the Supplier has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 10.7 Equal Opportunity: Supplier assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- 10.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a supplier, supplier, subsupplier, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted Respondent list.
- 10.9 Public Records Act/Chapter 119 Requirements: Supplier/Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this agreement is one for which services are provided by doing the following:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
  - 2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the supplier upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

# IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: JENNIFER MCQUEARY, DISTRICT CLERK 984 OLD MILL RUN, THE VILLAGES FL 32162 PHONE: 352-751-3939 EMAIL: jennifer.mcqueary@districtgov.org

**IN WITNESS WHEREOF**, said District has caused this contract to be executed in its name by the Chairman of the**SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said District, and **OLLA LLC**, **DBA PICKLEBALL CENTRAL** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

# SUMTER LANDING COMMUNITY

OLLA LLC, DBA PICKLEBALL CENTRAL

DEVELOPMENT DISTRICT

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

Print Name

Print Title

Date

Attest

Print Name

Dive Print Title

Date

Attest

Village Community Development Districts Purchasing Department Page 8 of 8

Purchase and Delivery of Recreation Equipment Pickleballs
FXHIBIT A

BID # 20B-005

## BID FORM

# ITB #20B-005 for Purchase and Delivery of Recreation Equipment - Pickleballs

PRODUCT DESCRIPTION	EST. Purchase Qty. (annually)	EST. Per Shipment Qty. (monthly)	Base Price Per Shipment (No Delivery)	Price Per Shipment (Including Delivery)
Pickleballs (Dura Fast 40, outdoor) Color: Yellow	61,000	5,112	<u>\$ 9,669.00</u>	\$ 10,259.00

#### INFORMATIONAL ONLY

DELIVERY DESCRIPTION	UNIT OF	Annual estimated total shipments to be delivered	Price for Delivery ONLY- Per
*This delivery markup will not be part of the tabulation	MEASURE		Shipment(Not Product Price)
Delivery price per unit of measurement to La Hacienda Regional Recreation Center	Per Shipment	12	\$590.00

NOTE(S):

- Bid will be awarded to one Supplier based on the lowest most responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will be based on the Price Per Shipment (including delivery) and Contractor's References.
- The Bidder shall offer all of the elements of this Solicitation and meet all service requirements and specifications listed within the Scope of Services, to include furnishing all labor, supervision, equipment and materials necessary for this work.
- The information in this Solicitation is to be utilized solely for preparing the bid response to this ITB and does not constitute a commitment by the District to procure any product in any volume. Quantities are subject to deletions or additions as necessary to meet the needs of the District.
- The Total Fees proposed will be firm and fixed for the life of the contract, a period of three (3) years, with one (1) threeyear automatic renewal.
- All chargeable services shall be included in the proposed total price, including all labor customarily associated with delivery of the services contemplated by this solicitation.
- Suppliers must complete this section in its entirety, and may supplement this section with by utilizing the Deviations and Exceptions Page as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this BID.
- Please note, prices are requested in units of quantity specified in the Bid's Scope of Work. In case of discrepancy in
  computing the total amount of the bid, Unit Price quoted will govern. All prices shall include delivery F.O.B ("Freight on
  Board") destination, freight prepaid (Supplier fully pays any freight charges). Supplier owns goods in transit and files
  any claims and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the
  site designated in the Solicitation documents and there received by the designated representative of the District.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Village Center Community Development District and Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

John F Cowley, Director of Sales Authorized Agent Name, Title (Print)	Authorized Signature	Date
Name of Pro	oponent's Firm:	
Olla, LLC DBA Pickleball C	Central	

This document must be completed and returned with your Submittal

EXHIBIT A

Village Community Development Districts Purchasing Department Purchase and Delivery of Recreation Equipment Pickleballs
FXHIBIT A

BID # 20B-005

## BID FORM

# ITB #20B-005 for Purchase and Delivery of Recreation Equipment - Pickleballs

PRODUCT DESCRIPTION	EST. Purchase Qty. (annually)	EST. Per Shipment Qty. (monthly)	Base Price Per Shipment (No Delivery)	Price Per Shipment (Including Delivery)
Pickleballs (Dura Fast 40, outdoor) Color: Yellow	61,000	5,112	<u>\$ 9,669.00</u>	\$ 10,259.00

#### INFORMATIONAL ONLY

DELIVERY DESCRIPTION	UNIT OF	Annual estimated total shipments to be delivered	Price for Delivery ONLY- Per
*This delivery markup will not be part of the tabulation	MEASURE		Shipment(Not Product Price)
Delivery price per unit of measurement to La Hacienda Regional Recreation Center	Per Shipment	12	\$590.00

NOTE(S):

- Bid will be awarded to one Supplier based on the lowest most responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will be based on the Price Per Shipment (including delivery) and Contractor's References.
- The Bidder shall offer all of the elements of this Solicitation and meet all service requirements and specifications listed within the Scope of Services, to include furnishing all labor, supervision, equipment and materials necessary for this work.
- The information in this Solicitation is to be utilized solely for preparing the bid response to this ITB and does not constitute a commitment by the District to procure any product in any volume. Quantities are subject to deletions or additions as necessary to meet the needs of the District.
- The Total Fees proposed will be firm and fixed for the life of the contract, a period of three (3) years, with one (1) threeyear automatic renewal.
- All chargeable services shall be included in the proposed total price, including all labor customarily associated with delivery of the services contemplated by this solicitation.
- Suppliers must complete this section in its entirety, and may supplement this section with by utilizing the Deviations and Exceptions Page as to provide the District with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this BID.
- Please note, prices are requested in units of quantity specified in the Bid's Scope of Work. In case of discrepancy in
  computing the total amount of the bid, Unit Price quoted will govern. All prices shall include delivery F.O.B ("Freight on
  Board") destination, freight prepaid (Supplier fully pays any freight charges). Supplier owns goods in transit and files
  any claims and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the
  site designated in the Solicitation documents and there received by the designated representative of the District.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Village Center Community Development District and Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

John F Cowley, Director of Sales Authorized Agent Name, Title (Print)	Authorized Signature	Date
Name of Pro	oponent's Firm:	
Olla, LLC DBA Pickleball C	Central	

This document must be completed and returned with your Submittal

EXHIBIT A

Village Community Development Districts Purchasing Department

	ć	Sole Sou		না একী
		e Source(Stan est and Justifi		
Date: Aug 20, 2019	Source Type;	Single Source Standardiza	ation Distric	t: Multiple Districts (see comments)
Requested By:	Kacie Linton		Requesting Departmen	t: Recreation
Commodity / Service:	Pickleballs		· · · · · · · · · · · · · · · · · · ·	
or is available from only one s qualifications, ability to delive requirements and there is only	source of supply who possesses er at a particular time, or service	the unique and singularly available of s from a public utility). A Single So	apability to meet the requirem urce Standardization purchase	he only item that will produce the desired results; ent of the solicitation (such as technical is when there is functional or performance urchase from. Per State Statute, all Sole Source
VENDOR/MANUFACT	URER INFORMATION			
Company Name: Pick	deabl) Central	Company Add	ress: 20606 98th Pl. S, K	ent WA 98031
Contact Name: John C	Cowley	Phone # 253-3031	Email: jo	hn@pickleballcentral.com
JUSTIFICATION				
<ul> <li>Ball diameter: 2 15/16"</li> <li>Bounce: 32 inches(from USAPA Tested &amp; Approv</li> <li>2. Briefly explain why it</li> <li>This is the pickleball that</li> </ul>	is in the best interest of th t has been used in the Villag	) ne District to exempt this proc ges for years. The ball is USA Pic	kleball Association tested	n: and approved for use straight from the ntity of Durafast 40 balls needed. (5,389
	rs were examined (please lis	tures are not available elsewh t name and phone numbers, and		itable for use by the District- attach additional
	field tested in recreation ce	enters and were overwhelmingly	y disliked by residents, in a	additional the balls did not last as long
		f resident players and it was de	termined to be an inferior	ball to the Durafast 40.
Other vendors were contac additional pages as necess		hone numbers, and explain why	those contacted would not r	neet the needs of the District - attach
Engage Pickleballs - Robert		ality of balls - residents dislike <b>e</b> t the I poor quality	n.	
	n, mark ar <del>arana</del> ana		1004433) 13 424 424345	1997 - 19

4. Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statements:

- Patent, copyright or unique design restrictions (Sole Source) \*Attach verification from Manufacturer\*
- Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination {Sole Source) \*Attach verification from Manufacturer\*
- Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function (Sole Source) \*Attach verification from Manufacturer\*
- Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source"restriction (Single Source) \*Attach verification from Manufacturer\*
- When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a product(s), which is available from only one source. Testing must be performed as often as practical (*Single Source*) \*Attach verification from Manufacturer\*
- Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/ licensed dealer/ field service representative (Single Source) \*Attach verification from Manufacturer\*
- The part(s)/equipment are required to permit standardization (*Standardization*) \*Must provide justification. For brand-specific items, quotes should still be obtained\*
- Other: None or some of the above apply. \*Detailed explanation and justification for this sole source/single source standardization request must be attached to this form\*

Rejected complete	Additional Information Needed   (see comments below)   Date Rejected:
	(see comments below) Date Rejected:
	Date Rejected:
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	Purchasing of
1	G:\PurchasIng Division\PurchasIng Forms - Revised 5/1/2015
	119



# AGENDA REQUEST

TO:	Board of Supervisors Sumter Landing Community Development District
FROM:	Mark LaRock, Purchasing Director, Kathy Godfrey, Buyer
DATE:	4/16/2020
SUBJECT:	Award of Invitation to Bid (ITB) #20B-009 - VakPak Filter Replacement at Various Pools

# **ISSUE:**

Review and approval of award for Invitation to Bid (ITB) #20B-009 - VakPak Filter Replacement at Various Pools. (*PWAC Consideration Item*)

# **ANALYSIS/INFORMATION:**

On January 23, 2020 staff issued ITB # 20B-009 - VakPak Filter Replacement at Various Pools. The project is necessary to proactively replace assets that are past their normal life expectancy as determined by staff and needing replacement to avoid equipment failure and subsequent unexpected prolonged closures of District recreation facilities. These assets have a life expectancy of 12 to 15 years and they are all currently beyond their expected service life. Work includes the removal of the existing filtration system unit, disposal and the complete installation of a new VakPak (Model AP36D or equivalent) filtration system at Chatham, Springdale and Canal Street pools. Although multiple suppliers were listed as Supplemental Suppliers in DemandStar and received Solicitation notification, only one (1) contractor (Pool Control, Inc.) submitted a bid. Pool Control installed the VakPak Filter systems in the Saddlebrook, Savannah and Southside pools under contract 17B-008. Staff has checked references provided by Pool Control, Inc. and positive responses were received. Pool Control, Inc. was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A). The BID tabulation results are as follows:

Contractor/Supplier	VCCDD Total (Chatham & Springdale)	SLCDD Total (Canal Street)	Bid Grand Total
Pool Control, Inc.	\$68,000.00	\$34,000.00	\$102,000.00

## **BUDGET IMPACT**:

The total amount budgeted for this project was \$34,717. The actual bid came in at \$34,000. Funds are available in the FY2019-20 budget.

## **STAFF RECOMMENDATION:**

Staff is requesting approval of award for Bid (ITB) #20B-009 – VakPak Filter Replacement at Various Pools to Pool Control, Inc. in the amount of \$34,000.00 for the Sumter Landing portion of the project (Canal Street pool) as shown in Exhibit A.

# **MOTION:**

Motion to approve a request for award for Bid (ITB) #20B-009 – VakPak Filter Replacement at Various Pools to Pool Control, Inc. in the amount of \$34,000.00 for the Sumter Landing portion of the project (Canal Street pool) as shown in Exhibit A, and authorize the Chairman/Vice Chairman to sign the Agreement.

## **ATTACHMENTS:**

	Description	Туре
D	Agreement BID 20B-009	Exhibit
D	Exhibit A	Exhibit

### AGREEMENT FOR SERVICES BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND POOL CONTROL, INC FOR VAKPAK FILTER REPLACEMENT AT VARIOUS POOLS BID #20B-009

**THIS AGREEMENT** is made this 19th day of March 2020, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **POOL CONTOL, INC.** (hereafter referred to as "Contractor"), whose address is 2405 US Highway 441/27, Bldg 8 & 9, Fruitland Park, FL 34731.

#### RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring bids for replacement VakPak pool filters and wishes to enter into an agreement with a party capable of providing such replacement services; and

WHEREAS, Contractor provides said services and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

- I. <u>Materials, Services and Labor</u>: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the CONTRACTOR shall furnish all labor, services and materials for the VakPak Filter Replacement at Various Pool, Invitation to Bid (BID) #20B-009. All work and labor shall be done in accordance with the plans and specifications as provided to the Contractor for the BID and all incidental and necessary work thereto.
- II. <u>Agreement Price:</u> In consideration of the work, labor and services to be furnished by the CONTRACTOR, in accordance with said plans and specifications, the DISTRICT agrees to pay the CONTRACTOR, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of Thirty-four thousand dollars (\$34,000.00) as evidenced by Exhibit "A" to this Agreement.
- III. Agreement Documents:
  - a. Invitation to Bid
  - b. Instructions, Terms, and Conditions
  - c. Bid Forms
  - d. Bidder's Certification
  - e. Statement of Terms and Conditions
  - f. Drug Free Workplace Certificate
  - g. Public Records Act/Chapter 119 Requirements
  - h. Statement of Contractor's Experience, Equipment & Personnel
  - i. E-Verify Contractor/Subcontractor Affidavit
  - j. Scope of Work / Specifications
  - k. Plans / Drawings
  - I. Agreement
  - m. Permits / Licenses
  - n. All Addenda Issued Prior to Bid Opening Date
  - o. All Modifications and Change Orders Issued
  - p. Notice of Award / Notice to Proceed
- IV. <u>Insurance:</u> Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the contract the insurance listed below.
  - a. General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per

occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.

- b. Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
- c. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
- d. Waiver of Subrogation: By entering into any contract as a result of this BID, Contractor agrees to a Waiver of Subrogation for each policy required above.
- e. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. Contractor and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.
- f. Certificate(s) shall be dated and show:
  - i. The name of the insured Contractor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
  - ii. Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
  - iii. Subrogation of Waiver clause.
  - iv. The Villages Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
  - v. The Contractor shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
  - vi. All insurance policies shall be written on companies authorized to do business in the State of Florida.
- V. <u>Contractor's Affidavit</u>: When all work contemplated by the Contract has been completed, inspected and approved by the DISTRICT, the CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR's affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the DISTRICT at its option.
- VI. <u>Warranty:</u> The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under the contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The CONTRACTOR's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
  - a. All labor and materials shall be under CONTRACTOR warranty for a period of one (1) year. Such warranty period shall be begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.

- VII. <u>Correction of Work:</u> The CONTRACTOR shall promptly correct or replace work rejected by the DISTRICT or work failing to conform to the requirements of the Contract Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The CONTRACTOR shall bear costs of correcting such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. If within one (1) year after the date of acceptance any of the work is found to be not in accordance with the requirements of the Construction Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. The obligation under this paragraph shall survive the termination of this contract. The DISTRICT shall give such notice promptly after discovery of the condition.
- VIII. <u>Payment:</u> Upon certification and approval by the DISTRICT, payment may be made to the CONTRACTOR upon CONTRACTOR's application for all services or work completed or materials furnished in accordance with the Contract. CONTRACTOR shall submit all application for payments by the first of the month for services provided the preceding month. Invoices shall be submitted via email to <u>accountspayable@districtgov.org</u> no later than the first of the month for the services performed the preceding month.

Payment by the DISTRICT will made no later than forty-five (45) business days after the Application and Certificate for Payment (AIA Document G702) has been certified by the DISTRICT representative, per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218.735.

If payment is not made by the DISTRICT to the CONTRACTOR within forty-five (45) days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.

Payments shall be made pursuant to Section 218.70, Florida Statutes, the Prompt Payment Act, and all District policies promulgated thereby.

- IX. <u>Time for Performance:</u> Time is of the essence in the performance of this Contract. The CONTRACTOR specifically agrees that he will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be completed within 30 calendar days, subject only to delays caused through no fault of the CONTRACTOR.
- X. <u>Indemnification</u>: To the fullest extent permitted by Florida Statute 725.06, Contractor shall indemnify and hold harmless the District and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by contractor shall be \$1 million dollars per occurrence.
- XI. <u>Changes:</u> No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall prevail.
- XII. <u>Liquidated Damages:</u> The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by

the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

The amount(s) of liquidated damages caused by the CONTRACTOR's delay will be deducted and retained out of the monies payable to the CONTRACTOR. If not so deducted, the CONTRACTOR and sureties for the CONTRACTOR shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Paragraph IX of this Agreement shall be Two Hundred and 50/100 Dollars (\$250.00) per day.

#### XIII. Self Help By District

- a. Within three (3) calendar days (72 hours) after being notified by DISTRICT in writing of defective or unacceptable work, if the CONTRACTOR fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to CONTRACTOR, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the CONTRACTOR immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
- b. All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.
- c. The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the CONTRACTOR in default in accordance with applicable provisions of the Agreement.

#### XIV. <u>Termination By The District</u>

a. The performance of work under this Agreement may be terminated by DISTRICT in accordance with this clause in whole or from time to time in part, whenever DISTRICT determines that CONTRACTOR is in default of the terms of this Agreement. Any such termination shall be effected by delivery to CONTRACTOR a Notice of Termination specifying the extent to which performance or work under the Agreement is terminated, and the date the termination becomes effective.

b. After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:

c. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

d. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.

e. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

f. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the DISTRICT to the extent CONTRACTOR may require, which approval or ratification shall be final for all purposes of this clause.

g. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.

h. After receipt of a Notice of Termination, CONTRACTOR shall submit to DISTRICT CONTRACTOR's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by CONTRACTOR to after the receipt of the Notice of Termination and CONTRACTOR shall be deemed to waive any right to any further compensation.

i. CONTRACTOR and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.

j. DISTRICT may, for any reason, terminate performance under this Agreement by the CONTRACTOR for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by CONTRACTOR as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

#### XV. General Conditions:

- a. The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site cleanup and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- b. All CONTRACTOR and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- c. CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.
- d. CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation.
- e. CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- f. The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.

g. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and CONTRACTOR does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.

- h. CONTRACTOR shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further CONTRACTOR shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- i. These Contract Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- XVI. Contractor's Representations: CONTRACTOR makes the following representations:
  - a. CONTRACTOR has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
  - b. CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that CONTRACTOR has satisfied himself relative to the work to be performed.
  - c. CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
  - d. CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
  - e. CONTRACTOR declares that submission of a bid for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

- f. Equal Opportunity: CONTRACTOR assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- g. E-Verification: As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement with the DISTRICT. (http://www.uscis.gov/e-verify) Additionally, the CONTRACTOR shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.
- h. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR affirmatively represents that neither it or its owners, sub-contractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- i. Public Records Act/Chapter 119 Requirements: The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
  - 2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

## IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: JENNIFER MCQUEARY, DISTRICT CLERK 984 OLD MILL RUN, THE VILLAGES FL 32162 PHONE: 352-751-3939 EMAIL: jennifer.mcgueary@districtgov.org

**IN WITNESS WHEREOF,** said DISTRICT has caused this contract to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said DISTRICT, and **POOL CONTROL, INC.** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT	POOL CONTROL, INC.
Ву:	Ву:
Print Name	Print Name
Print Title	Print Title
Date	Date
Attest	Attest

## EXHIBIT A

## SLCDD BID FORM SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT BID #20B-009 VakPak Filter Replacement at Various Pools

DESCRIPTION Furnish, Install, Startup, Testing and Certify New VakPak Unit Model # AP36D with Optional Aqua-Sol Controller and Chemical Crocks. (Price to include removal and proper disposal of old unit)	QTY	UNIT	UNIT PRICE
<b>Canal Street Village Recreation Center Pool</b>		EA	\$34,000.00
SLCDD G	RAND	TOTAL:	\$34,000.00

#### ADDITIONAL ITEM PRICING REQUIRED:

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Removal of Cement holding existing unit (if necessary)	\$/HR	\$65.00
2	Additional Electrical Work (if necessary)	\$/HR	\$65.00
3	Additional Plumbing Work (if necessary)	\$/HR	\$65.00

#### NOTE(S):

- Bid price shall include all labor, tools, equipment, fuel, and materials needed to complete the project per specifications. Bid will be awarded based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and most responsive Bidder will include the Complete Project Bid Price and Contractor's References. The Combined Bid Grand Total is the only pricing that shall be utilized for bid award.
- The District maintains the right to award based on what is in the best interest of the District. It is the Districts intent to award both projects to the single most responsive and responsible bidder where the Combined Bid Grand Total is the lowest. However, because each project is owned by separate governmental entities the District maintains the right to award each project individually to the lowest, most responsive and responsible bidder excluding ADDITIONAL SERVICES.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Sumter Landing Community Development Districtin the form of a Purchase Order, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid.

Terry W Miller, Owner / President Authorized Agent Name, Title

Authorized Signature Date

Name of Proponent's Firm: Pool Control Inc.

This document must be completed and returned with your Submittal

Village Community Development Districts Purchasing Department



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## EXHIBIT A

## SLCDD BID FORM SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT BID #20B-009 VakPak Filter Replacement at Various Pools

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- The District maintains the right to award based on what is in the best interest of the District. It is the Districts intent to award both projects to the single most responsive and responsible bidder where the Combined Bid Grand Total is the lowest. However, because each project is owned by separate governmental entities the District maintains the right to award each project individually to the lowest, most responsive and responsible bidder excluding ADDITIONAL SERVICES.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Sumter Landing Community Development Districtin the form of a Purchase Order, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid.

Terry W Miller, Owner / President Authorized Agent Name, Title

Authorized Signature Date

Name of Proponent's Firm: Pool Control Inc.

This document must be completed and returned with your Submittal

Village Community Development Districts Purchasing Department



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## AGENDA REQUEST

FROM:	Sumter Landing Community Development District Mark LaRock, Purchasing Director; Melissa Schaar, Purchasing Supervisor
DATE:	4/16/2020
SUBJECT:	Request to terminate agreement with Encompass CSI, LLC for Group C Portion of RFP #19P-016; Janitorial Services for Various District Areas

## **ISSUE:**

Review and approval to terminate agreement with Encompass CSI, LLC for Group C Portion of RFP #19P-016; Janitorial Services for Various District Areas and process a new RFP for services. *(PWAC Consideration Item)* 

## **ANALYSIS/INFORMATION:**

On December 19, 2019, Sumter Landing Community Development District entered into an agreement for the Group C Portion of RFP #19P-016; Janitorial Services for Various District Areas with Encompass CSI, LLC with a current annual amount of \$628,220.72 (\$52,351.73/month). After several months of service and multiple 24 Hour Performance Notices and meetings to address deficiencies in service, Encompass CSI, LLC met with DPM and Purchasing on March 11, 2020 and advised that they did not budget time and staff to properly service the Group C areas of the District. Encompass CSI; LLC submitted a letter (attached) dated March 12, 2020 giving their notice of cessation of services effective in 30 days per terms of the agreement. However on March 24, 2020 Encompass CSI, LLC, at the request of District Property Management, agreed that their last day of service would be March 31, 2020 and confirmed per attached letter dated March 25, 2020.

In consideration of these time sensitive services at our Recreation Centers and Postals, staff met with current Janitorial Services Contractors to discuss taking on these areas under our Work Order Process for 6 months at the current contract pricing of \$52,351.73/month, to be used until such time that a new formal solicitation for the Group C areas can be issued and awarded. After meetings with both American Janitorial and Grosvenor Building Services, American Janitorial Services advised staff that they would accept services at original contractor price for infrastructure only (\$50,791.67/month), however their cost for Porter services would be \$2426.67/month. If approved, total monthly cost increase with American Janitorial over Encompass would be \$866.61 for a new monthly total for Group C of \$53,218.34.

### **BUDGET IMPACT**:

Additional funds are available in the approved Fiscal Year 2019-2020 budget to cover the additional \$5,199.66 for the remaining six (6) months of the fiscal year at a monthly cost of \$866.61.

### **STAFF RECOMMENDATION:**

Staff requests approval to terminate the agreement with Encompass CSI, LLC for Group C Portion of RFP #19P-016; Janitorial Services for Various District Areas for services and handle these services by Work Order with American Janitorial Services, until such time that a formal solicitation can be issued and awarded. The monthly work order for services with American Janitorial Services to be \$53,218.34 to begin April 1, 2020 and remain in effect through September 30, 2020.

## **MOTION:**

Motion to terminate the agreement with Encompass CSI, LLC for Group C Portion of RFP #19P-016; Janitorial Services for Various District Areas for services and handle these services by Work Order with American Janitorial Services, until such time that a formal solicitation can be issued and awarded.

### **ATTACHMENTS:**

### Description

- D Original Encompass Opt Out Letter 3/12/20
- **D** Amended cessation day letter 3/25/20
- □ AJI Price Agreement 3/26/20

Type Backup Material Backup Material Exhibit



Mr. Mark Larock The Villages Florida 3560 Buena Vista Blvd The Villages, FL 32163

March 12, 2020

Dear Mr. Larock,

Firstly, we'd like to thank you for the opportunity to serve you and the community of The Villages Florida during the last few months. We appreciate the trust you placed in our organization.

We would love nothing more than to have built a long-standing partnership to help support you. It is our firm belief that to achieve the desired levels of quality that your residents require, the current budgeted staff is simply not sufficient to achieve this goal. Due to the limitations in budget, we understand it is not possible to expand our contract to account for these additional levels.

We regrettably find ourselves having to give a notice of cessation of services, to be effective in 30 days. Our last day of service will be April 12, 2020.

If circumstances should change and you would find yourself in a position to reconsider, we would gladly welcome the opportunity to work with you again.

Thank you again for the opportunity you have afforded our organization.

Kind regards,

Rebeca de Ojeda Chief Operating Officer



Mr. Mark Larock The Villages Florida 3560 Buena Vista Blvd The Villages, FL 32163

March 25, 2020

Dear Mr. Larock,

We hope this letter finds you well.

Pursuant to the letter of cessation sent on March 12, and per the request of Mr. Fred Lonergan, we are amending the last day of service to March 31<sup>st</sup>, 2020.

If there should be any way we can continue to support you and The Villages Florida through these challenging times, please do not hesitate to let us know.

Thank you and I wish you all the best.

Kind regards,

Rebeca de Ojeda Chief Operating Officer

Area Description	Sq Ft	Monthly Amount	Annual Amount
Janitorial Services (Group C)	States and	AN STAR	
Eisenhower Regional Recreation Center	30,777	\$11,166.67	\$134,000.00
Eisenhower Regional Recreation Pool	3,506	\$1,083.33	\$13,000.00
Big Cypress Village Recreation Center	9,662	\$2,916.67	\$35,000.00
Bradenton Village Recreation Center	9,690	\$2,833.33	\$34,000.00
Manatee Village Recreation Center	9,690	\$2,833.33	\$34,000.00
Alden Bungalows Neighborhood Recreation Center	350	\$333.33	\$4,000.00
Antrim Dells Neighborhood Recreation Center	350	\$333.33	\$4,000.00
Collier Neighborhood Recreation Center	1,614	\$583.33	\$7,000.00
Dunedin Neighborhood Recreation Center	2,250	\$625.00	\$7,500.00
Fernandina Neighborhood Recreation Center	1,614	\$541.67	\$6,500.00
Gilchrist Neighborhood Recreation Center	1,614	\$541.67	\$6,500.00
Hillsborough Neighborhood Recreation Center	2,064	\$625.00	\$7,500.00
Lake Deaton Neighborhood Recreation Center	1,548	\$583.33	\$7,000.00
Pinellas Neighborhood Recreation Center	1,334	\$541.67	\$6,500.00
Rohan Regional Recreation Center	31,927	\$11,166.67	\$134,000.00
Rohan Regional Recreation Pool	3,612	\$1,083.33	\$13,000.00
Burnsed Village Recreation Center	9,562	\$2,916.67	\$35,000.00
Captiva Village Recreation Center	9,690	\$2,916.67	\$35,000.00
Moyer Village Recreation Center	9,662	\$2,916.67	\$35,000.00
Charlotte Neighborhood Recreation Center	2,164	\$666.67	\$8,000.00
Labelle Neighborhood Recreation Center	1,320	\$541.67	\$6,500.00
Osceola Hills Neighborhood Recreation Center	920	\$500.00	\$6,000.00
Osceola Hills at Soaring Eagle Postal	480	\$416.67	\$5,000.00
Soaring Eagle Softball Fields/Air Gun Range	NA	\$250.00	\$3,000.00
Pine Hills Neighborhood Recreation Center	1,530	\$583.33	\$7,000.00
Pine Ridge Neighborhood Recreation Center	1,947	\$583.33	\$7,000.00
Sanibel Neighborhood Recreation Center	1,614	\$541.67	\$6,500.00
Atlas Dog Park	NA	\$166.67	\$2,000.00
Day Porter Services (4hrs/day M-F)	NA	\$2,426.67	\$29,120.04
TOTAL MONTHLY AMOUNT	FOR ALL AREAS	\$53	218.34
TOTAL MONTHET AMOUNT FOR ALL AREAS			620.04
TOTAL ANNOAL AMOUNT		φ030	020.04
Hourly Labor Rate for	Porter Service		
(American Janitorial In	c.): \$28.00		
(Encompas	State and a local data and		

#### JANITORIAL SERVICES FOR VARIOUS DISTRICT AREAS RFP #19P-016 (GROUP C) PRICE ACCEPTANCE From AJI

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP from April 1, 2020 to September 30, 2020.

Jeff Simmons, Vice President

Authorized Agent Name, Title (Print)

Authorized Signature

3/26/2020 Date

I, as an Authorized Agent of the District Property Management Department, Facilities Division, hereby have collected and agree with the Price Acceptance for Janitorial Services (Group C).

Herschel Wiley Asst. Manager

Herschel Wiley 3/27/2020 Authorized Signature Date

Authorized Agent Name, Title (Print)

1



## AGENDA REQUEST

SUBJECT:	Award of Invitation to Bid (ITB) #20B-013 – Aquatic Pool Lift Installation Service & Maintenance
DATE:	4/16/2020
FROM:	Mark LaRock, Purchasing Director; Kathy Godfrey, Buyer
TO:	Board of Supervisors Sumter Landing Community Development District

## **ISSUE:**

Review and approval of award for Invitation to Bid (ITB) #20B-013 Aquatic Pool Lift Installation Service & Maintenance (PWAC Consideration Item)

## **ANALYSIS/INFORMATION:**

On February 20, 2020 staff issued ITB #20B-013 Aquatic Pool Lift Installation Service & Maintenance. Work includes the removal of pavers and restoration, constructing a concrete mounting pad, locating the existing water main supply line and connecting approximately twenty-six-feet (26') of new CPVC waterline, installation of water shut off valve and disconnect box and the installation of aquatic pool lifts to existing pools.

On March 14, 2019 the Sumter Landing Community Development District Board approved a request to Standardize on the Aquatic Access, Inc. IGAT-180 Pool Lifts for the pools without lifts within SLCDD. Previously Aquatic Pool lift installations were done on an individual basis by a work order/Purchase Order in the VCCDD area for 8 pools. These installations were completed by Tim Herndon plumbing and Whirlwind Home Repair. In consideration of the number of installations needed (34) within the Sumter Landing Community Development District and due to Purchasing Policy thresholds, an ITB was issued for the installation of the 34 aquatic Chair Lifts for SLCDD. Two (2) Suppliers submitted bids, and there was one (1) "no bid response" submitted. Staff has checked references provided by Pool Control, Inc. and positive responses were received. Pool Control, Inc. was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A). The BID tabulation results are as follows:

Supplier	Bid Grand Total	
Pool Control, Inc.	\$142,800.00	

Electro-Mechanic Industries dba VERMANA	\$159,800.00
Pitsch Plumbing	No bid response

## BUDGET IMPACT:

Funds for the aquatic pool lift installations were included in Resolution 20-02 as approved during the February, 20th 2020 Board meeting.

## **STAFF RECOMMENDATION:**

Staff is requesting approval for award of ITB #20B-013 Aquatic Pool Lift Installation Service & Maintenance to Pool Control, Inc. in the amount of \$142,800.00 for the project as shown in Exhibit A.

## **MOTION:**

Motion to approve a request for award of ITB #20B-013 Aquatic Pool Lift Installation Service & Maintenance to Pool Control, Inc. in the amount of \$142,800.00 for the project as shown in Exhibit A, and authorize the Chairman/Vice Chairman to sign the Agreement.

## **ATTACHMENTS:**

	Description	Type
D	Agreement BID 20B-013	Exhibit
D	Exhibit A	Exhibit

#### AGREEMENT FOR SERVICES BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND POOL CONTROL INC FOR AQUATIC POOL LIFT INSTALLATION SERVICE BID #20B-013

**THIS AGREEMENT** is made this 16th day of April 2020, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **POOL CONTROL INC** (hereafter referred to as "Contractor"), whose address is 2405 US Highway 441/27, Bldg 8 & 9, Fruitland Park, FL 34731.

#### RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring the installation of aquatic pool lifts and maintenance and wishes to enter into an agreement with a party capable of providing such services; and

WHEREAS, Contractor provides said services and wishes to enter into an Agreement whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

- I. <u>Construction Materials, Services and Labor</u>: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the CONTRACTOR shall furnish all labor, services, fuel, equipment and materials for the AQUATIC POOL LIFT INSTALLATION SERVICE & MAINTENANCE, BID #20B-013. All work, material and labor shall be done in accordance with the plans and specifications as provided to the Contractor for the BID and all incidental and necessary work thereto.
- II. <u>Agreement Price:</u> In consideration of the work, labor, services and materials to be furnished by the CONTRACTOR, in accordance with said plans and specifications, the DISTRICT agrees to pay the CONTRACTOR, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of One hundred forty-two thousand, eight hundred and 00/100 (\$142,800.00) as evidenced by Exhibit A to this Agreement.
- III. Agreement Documents:
  - a. Invitation to Bid
  - b. Instructions, Terms, and Conditions
  - c. BID Forms Submitted by Contractor
  - d. Bidder's Certification
  - e. Insurance Requirements
  - f. Statement of Terms and Conditions
  - g. Drug Free Workplace Certificate
  - h. References & Similar Projects Form
  - i. E-Verify Contractor/Subcontractor Affidavit
  - j. Scope of Work / Specifications
  - k. Agreement
  - I. Permits / Licenses
  - m. All Addenda Issued Prior to SOLICITATION Opening Date
  - n. All Modifications and Change Orders Issued
  - o. Notice of Award / Notice to Proceed

#### IV. <u>TERM</u>

The initial term of this Agreement shall be May 1,2020 through September 30, 2022, with the option to renew for one (1) additional three (3) year period. Following completion of the initial term the renewal period shall automatically occur on October 1, of each renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices proposed by the Contractor shall remain fixed and firm for the initial 3 years of the contract. After initial 3 year period the contractor will meet with Purchasing and District Property Management staff 60 days prior to the end of the initial term to negotiate an increase or decrease to the current awarded pricing. No increase will exceed 3%.

- V. <u>Insurance:</u> Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the Agreement the insurance listed below.
  - a. General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, subconsultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
  - b. Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
  - c. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
  - d. Waiver of Subrogation: By entering into any Agreement as a result of this BID, Contractor agrees to a Waiver of Subrogation for each policy required above.
  - e. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. Contractor and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.
  - f. Certificate(s) shall be dated and show:
    - i. The name of the insured Contractor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
    - ii. Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
    - iii. Subrogation of Waiver clause.
    - iv. The Village Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
    - v. The Contractor shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
    - vi. All insurance policies shall be written on companies authorized to do business in the State of Florida.

- VI. <u>Contractor's Affidavit</u>: When all work contemplated by the Agreement has been completed, inspected and approved by the DISTRICT, the CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR's affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the DISTRICT at its option.
- VII. <u>Warranty:</u> The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The CONTRACTOR's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
  - a. If applicable, all installed landscape material shall be under CONTRACTOR warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to CONTRACTOR by the DISTRICT is issued.
  - All other labor and materials shall be under CONTRACTOR warranty for a period of one (1) year. Such warranty period shall be begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.
- VIII. <u>Correction of Work:</u> The CONTRACTOR shall promptly correct work rejected by the DISTRICT or work failing to conform to the requirements of the Agreement Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The CONTRACTOR shall bear costs of correcting such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. If within one (1) year after the date of acceptance any of the work is found to be not in accordance with the requirements of the Construction Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. The obligation under this paragraph shall survive the termination of this Agreement. The DISTRICT shall give such notice promptly after discovery of the condition.
- IX. <u>Self Help By District:</u> Within three (3) calendar days (72 hours) after being notified by DISTRICT in writing of defective or unacceptable work, if the CONTRACTOR fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to CONTRACTOR, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the CONTRACTOR immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
  - a. All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.
  - b. The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the CONTRACTOR in default in accordance with applicable provisions of the Agreement.

- c. The accumulation of two (2) 72 hour notices within the project timeline may result in termination of the agreement as determined by District Property Management.
- X. <u>Termination By The District:</u> The performance of work under this Agreement may be terminated by DISTRICT in accordance with this clause in whole or from time to time in part, whenever DISTRICT determines that CONTRACTOR is in default of the terms of this Agreement. Any such termination shall be effected by delivery to CONTRACTOR a Notice of Termination specifying the extent to which performance or work under the Agreement is terminated, and the date the termination becomes effective.
  - a. After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:
  - b. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
  - c. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.
  - d. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
  - e. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the DISTRICT to the extent CONTRACTOR may require, which approval or ratification shall be final for all purposes of this clause.
  - f. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
  - g. After receipt of a Notice of Termination, CONTRACTOR shall submit to DISTRICT, the CONTRACTOR's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by CONTRACTOR to after the receipt of the Notice of Termination and CONTRACTOR shall be deemed to waive any right to any further compensation.
  - h. CONTRACTOR and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.
  - i. DISTRICT may, for any reason, terminate performance under this Agreement by the CONTRACTOR for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by CONTRACTOR as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.
- XI. <u>Payment:</u> Invoices shall be submitted via email to <u>accountspayable@districtgov.org</u> no later than the first of the month for the services performed the preceding month. Payment by the District will made no later than forty-five (45) days after the invoice has been received by the District per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.

Payment by the DISTRICT will be made no later than forty-five (45) days, Contractor may assess a late charge for the lesser of 1.5% per month, or the maximum rate permitted by law.

The DISTRICT shall retain ten percent (10%) of the funds from each pay application submitted until the project reaches fifty percent (50%) completion, at such time the Contractor may apply for a fifty percent (50%) reduction of the retainage. Final payment shall be made upon full project completion and acceptance by the DISTRICT.

- XII. <u>Time for Performance:</u> Time is of the essence in the performance of this Agreement. The CONTRACTOR agrees that operations will commence on the date specified in the Notice to Proceed and that ALL work to be performed under the provisions of this Agreement shall be completed by September 30, 2020 after obtaining permit, subject only to delays caused through no fault of the CONTRACTOR.
- XIII. <u>Indemnification</u>: To the fullest extent permitted by Florida Statute 725.06, Contractor shall indemnify and hold harmless the District and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by contractor shall be \$1 million dollars per occurrence.
- XIV. <u>Changes:</u> No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Agreement with the plans and specifications that are made a part hereof by reference, the Agreement shall prevail.
- XV. <u>Liquidated Damages:</u> The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

The amount(s) of liquidated damages caused by the CONTRACTOR's delay will be deducted and retained out of the monies payable to the CONTRACTOR. If not so deducted, the CONTRACTOR and sureties for the CONTRACTOR shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Paragraph IX of this Agreement shall be Two Hundred and 50/100 Dollars (\$250.00) per day.

#### XVI. <u>General Conditions:</u>

- a. The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site clean up and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- b. All CONTRACTOR and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.

- c. CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property. Roadways and right-of-ways shall include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.
- d. CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation.
- e. CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- f. The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- g. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and CONTRACTOR does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.

- h. CONTRACTOR shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further CONTRACTOR shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- i. These Agreement Documents constitute the entire understanding and agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- XVII. <u>Contractor's Representations:</u> CONTRACTOR makes the following representations:
  - a. CONTRACTOR has familiarized himself with the nature and extent of the Agreement Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
  - b. CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the proposal, and that CONTRACTOR has satisfied himself relative to the work to be performed.

- c. CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Agreement Documents.
- d. CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.
- e. CONTRACTOR declares that submission of a proposal for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Agreement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- f. Equal Opportunity: CONTRACTOR assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Agreement.
- g. E-Verification: As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement Term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement with the DISTRICT. (<u>http://www.uscis.gov/e-verify</u>) Additionally, the CONTRACTOR shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement Term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.
- h. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirmatively represents that neither it or its owners, subcontractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- i. Public Records Act/Chapter 119 Requirements: The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
  - 2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

## IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER MCQUEARY, DISTRICT CLERK 984 OLD MILL RUN, THE VILLAGES FL 32162 PHONE: 352-751-3939 EMAIL: jennifer.mcqueary@districtgov.org

**IN WITNESS WHEREOF,** said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **POOL CONTROL INC** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

SUMTER LANDING COMMUNITY	POOL CONTROL INC
DEVELOPMENT DISTRICT	
Ву:	Ву:
Print Name	Print Name
Print Title	Print Title
Date	Date
Attest	Attest

## **EXHIBIT A**

Aquatic Pool Lift Installation

#### Item (A) Plumbing

#### **Description of Work**

• Locate main supply water line, connect and install new ½" CPVC water supply line (approximately 26') for the aquatic pool lift.

• Set and install Hydrant Routed box (Watts Model #HY-330- valve and disconnect box), shut off valve, connect water line, test all newly installed CVPC water lines for leaks prior to covering with fill.

• Install aquatic pool lift, test and confirm one-hundred-percent (100%) operational ("Turn key").

• Final install meets or exceeds all local codes and ADA requirements.

#### Item (B) Hardscape – (Pavers) Description of Work

• Remove pavers, dig trench approximately twenty-six-feet (26') in length and six-inches (6") in depth.

• Construct aquatic lift concrete mounting pad 18" length X 18" width X 24" depth, install 8 bars of 3/8" rebar in a mat formation for the mounting pad area, mounting pad shall consist of quick setting concrete, mounting pad grout material shall consist of Sika 212 non-shrinking grout material covering hydrant routed and set lift chair sleeve.

Connect bonding wire #8 bare copper to all newly installed conductive material.

• Re-fill trench and compact fill after the Plumbing Contractor has completed CPVC water supply line installation.

• Reset pavers with Polymeric sand.

Phase	Facility	Address	Item (A) Lift & Plumbing	Item (B) Paver and Mounting Pad	8.0	Total
1	Lynnhaven Neighborhood Recreation Center	2500 Churchill Downs	\$2,200.00	\$2,000.00	\$	4,200.00
1	Mallory Square Neighborhood Recreation Center	1719 Odell Cir	\$2,200.00	\$2,000.00	\$	4,200.00
1	Truman Village Recreation Center	2705 Canal St	\$2,200.00	\$2,000.00	\$	4,200.00
1	Bacall Village Recreation Center	2041 Canal Street	\$2,200.00	\$2,000.00	\$	4,200.00
1	Winifred Neighborhood Recreation Center	632 Kingston Way	\$2,200.00	\$2,000.00	\$	4,200.00
1	Bonnybrook Neighborhood Recreation Center	675 Belvedere Blvd	\$2,200.00	\$2,000.00	\$	4,200.00
1	Liberty Park Neighborhood Recreation Center	1365 St Charles Place	\$2,200.00	\$2,000.00	\$	- 4,200.00
1	Saint James Neighborhood Recreation Center	2415 St Charles Place	\$2,200.00	\$2,000.00	\$	4,200.00
1	Amelia Neighborhood Recreation Center	1992 Odell Cir	\$2,200.00	\$2,000.00	\$	4,200.00
1	Charlotte Neighborhood Recreation Center	3264 Charlotte Court	\$2,200.00	\$2,000.00	\$	4,200.00
2	Bridgeport Village Recreation Center	1670 Lake Miona Drive	\$2,200.00	\$2,000.00	\$	4,200.00
2	Tall Trees Neighborhood Recreation Center	2062 Tall Trees Ln	\$2,200.00	\$2,000.00	\$	4,200.00
2	Hacienda M.H. Neighborhood Recreation Center	1200 Avenida Central	\$2,200.00	\$2,000.00	\$	4,200.00
2	Bonita Neighborhood Recreation Center	2545 Canal St	\$2,200.00	\$2,000.00	\$	4,200.00
2	St. Charles Neighborhood Recreation Center	2114 Bailey Trail	\$2,200.00	\$2,000.00	\$	4,200.00
2	Hadley Neighborhood Recreation Center	2401 Odell Cir	\$2,200.00	\$2,000.00	\$	4,200.00
2	Duval Neighborhood Recreation Center	2600 Odell Cir	\$2,200.00	\$2,000.00	\$	4,200.00
2	Fernandina Neighborhood Recreation Center	1045 Bonfay Path	\$2,200.00	\$2,000.00	\$	4,200.00
2	Captiva Village Recreation Center	1398 Stillwater Tr	\$2,200.00	\$2,000.00	\$	4,200.00
2	Sanibel Neighborhood Recreation Center	753 Pinellas Pl	\$2,200.00	\$2,000.00	\$	4,200.00
3	Ashland Neighborhood Recreation Center	755 Lynnhaven Dr	\$2,200.00	\$2,000.00	\$	4,200.00
3	Lake Miona Shores Neighborhood Recreation Center	1528 Buena Vista Blvd	\$2,200.00	\$2,000.00	\$	4,200.00
3	Pimlico Village Recreation Center	530 Belvedere Boulevard	\$2,200.00	\$2,000.00	\$	4,200.00
3	Belvedere Neighborhood Recreation Center	2850 Churchill Downs	\$2,200.00	\$2,000.00	\$	4,200.00
3	Sabal Chase Neighborhood Recreation Center	1783 Canal St	\$2,200.00	\$2,000.00	\$	4,200.00
3	Canal Street Village Recreation Center	1513 Canal Street	\$2,200.00	\$2,000.00	\$	4,200.00
3	Creekside Neighborhood Recreation Center	1075 Peninsula Street	\$2,200.00	\$2,000.00	\$	4,200.00
3	Lake Shore Neighborhood Recreation Center	951 Cottage Drive	\$2,200.00	\$2,000.00	\$	4,200.00
3	Coconut Cove Village Recreation Center	1398 Stillwater Trail	\$2,200.00	\$2,000.00	\$	4,200.00
	Hibiscus Village Recreation Center	1740 Bailey Trail	\$2,200.00	\$2,000.00	\$	4,200.00
3	Poinciana Neighborhood Recreation Center	1921 Bailey Trail	\$2,200.00	\$2,000.00	\$	4,200.00
3	Buttonwood Neighborhood Recreation Center	2272 Buttonwood Dr	\$2,200.00	\$2,000.00	\$	4,200.00
3	Pennecamp Neighborhood Recreation Center	1936 Pennecamp Dr	\$2,200.00	\$2,000.00	\$	4,200.00
3	Sterling Heights Village Recreation Center	2508 St Charles Place	\$2,200.00	\$2,000.00	\$	4,200.00
10.22012	The standard from the standard standard standard standards	Total			\$	142,800.00

## **EXHIBIT A**

## **EXHIBIT A**

## SLCDD – Additional Costs

## Aquatic Pool Lift Installation Additonal Cost(s)

Hardscape Removal & Restoration Pricing						
ltem	Туре	Units	Cost			
1	Pavers	SF 1	\$ 10.00			

Plumbing Labor Rates & Material Markup							
	<b>T</b> :41-	0.2					
Item	Title	Units	Standard				
1	Licensed Plumber (Labor Cost)	Hourly	\$ 65.00				
2	Helper (Labor Cost)	Hourly	\$ 65.00				
3	Plumbing Material Markup	% Increase	15% 0%				

Anr	Annual Maintenance & Inspection and Repair Rates & Material Markup						
Item	Title	Units	Standard				
1	Annual Maintenance & Inspection	Hourly	\$ 65.00				
2	Repair Service Calls (Minimum Charge 2 Hours)	Hourly	\$ <b>65.00</b>				
3	Repair Material Markup	% Increase	1 <b>5%</b> 0%				

## EXHIBIT A

#### NOTE(S):

• When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary meterials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

lerry W. MI

Authorized Agent Name, Title (Print)

3-18-2020 Authorized Signature Date

Name of Bidder's Firm: **Pool Control Inc** 

This document must be completed and returned with your Submittal

## **EXHIBIT A**

Aquatic Pool Lift Installation

#### Item (A) Plumbing

#### **Description of Work**

• Locate main supply water line, connect and install new ½" CPVC water supply line (approximately 26') for the aquatic pool lift.

• Set and install Hydrant Routed box (Watts Model #HY-330- valve and disconnect box), shut off valve, connect water line, test all newly installed CVPC water lines for leaks prior to covering with fill.

• Install aquatic pool lift, test and confirm one-hundred-percent (100%) operational ("Turn key").

• Final install meets or exceeds all local codes and ADA requirements.

#### Item (B) Hardscape – (Pavers) Description of Work

• Remove pavers, dig trench approximately twenty-six-feet (26') in length and six-inches (6") in depth.

• Construct aquatic lift concrete mounting pad 18" length X 18" width X 24" depth, install 8 bars of 3/8" rebar in a mat formation for the mounting pad area, mounting pad shall consist of quick setting concrete, mounting pad grout material shall consist of Sika 212 non-shrinking grout material covering hydrant routed and set lift chair sleeve.

Connect bonding wire #8 bare copper to all newly installed conductive material.

• Re-fill trench and compact fill after the Plumbing Contractor has completed CPVC water supply line installation.

• Reset pavers with Polymeric sand.

Phase	Facility	Address	Item (A) Lift & Plumbing	Item (B) Paver and Mounting Pad	8.0	Total
1	Lynnhaven Neighborhood Recreation Center	2500 Churchill Downs	\$2,200.00	\$2,000.00	\$	4,200.00
1	Mallory Square Neighborhood Recreation Center	1719 Odell Cir	\$2,200.00	\$2,000.00	\$	4,200.00
1	Truman Village Recreation Center	2705 Canal St	\$2,200.00	\$2,000.00	\$	4,200.00
1	Bacall Village Recreation Center	2041 Canal Street	\$2,200.00	\$2,000.00	\$	4,200.00
1	Winifred Neighborhood Recreation Center	632 Kingston Way	\$2,200.00	\$2,000.00	\$	4,200.00
1	Bonnybrook Neighborhood Recreation Center	675 Belvedere Blvd	\$2,200.00	\$2,000.00	\$	4,200.00
1	Liberty Park Neighborhood Recreation Center	1365 St Charles Place	\$2,200.00	\$2,000.00	\$	- 4,200.00
1	Saint James Neighborhood Recreation Center	2415 St Charles Place	\$2,200.00	\$2,000.00	\$	4,200.00
1	Amelia Neighborhood Recreation Center	1992 Odell Cir	\$2,200.00	\$2,000.00	\$	4,200.00
1	Charlotte Neighborhood Recreation Center	3264 Charlotte Court	\$2,200.00	\$2,000.00	\$	4,200.00
2	Bridgeport Village Recreation Center	1670 Lake Miona Drive	\$2,200.00	\$2,000.00	\$	4,200.00
2	Tall Trees Neighborhood Recreation Center	2062 Tall Trees Ln	\$2,200.00	\$2,000.00	\$	4,200.00
2	Hacienda M.H. Neighborhood Recreation Center	1200 Avenida Central	\$2,200.00	\$2,000.00	\$	4,200.00
2	Bonita Neighborhood Recreation Center	2545 Canal St	\$2,200.00	\$2,000.00	\$	4,200.00
2	St. Charles Neighborhood Recreation Center	2114 Bailey Trail	\$2,200.00	\$2,000.00	\$	4,200.00
2	Hadley Neighborhood Recreation Center	2401 Odell Cir	\$2,200.00	\$2,000.00	\$	4,200.00
2	Duval Neighborhood Recreation Center	2600 Odell Cir	\$2,200.00	\$2,000.00	\$	4,200.00
2	Fernandina Neighborhood Recreation Center	1045 Bonfay Path	\$2,200.00	\$2,000.00	\$	4,200.00
2	Captiva Village Recreation Center	1398 Stillwater Tr	\$2,200.00	\$2,000.00	\$	4,200.00
2	Sanibel Neighborhood Recreation Center	753 Pinellas Pl	\$2,200.00	\$2,000.00	\$	4,200.00
3	Ashland Neighborhood Recreation Center	755 Lynnhaven Dr	\$2,200.00	\$2,000.00	\$	4,200.00
3	Lake Miona Shores Neighborhood Recreation Center	1528 Buena Vista Blvd	\$2,200.00	\$2,000.00	\$	4,200.00
3	Pimlico Village Recreation Center	530 Belvedere Boulevard	\$2,200.00	\$2,000.00	\$	4,200.00
3	Belvedere Neighborhood Recreation Center	2850 Churchill Downs	\$2,200.00	\$2,000.00	\$	4,200.00
3	Sabal Chase Neighborhood Recreation Center	1783 Canal St	\$2,200.00	\$2,000.00	\$	4,200.00
3	Canal Street Village Recreation Center	1513 Canal Street	\$2,200.00	\$2,000.00	\$	4,200.00
3	Creekside Neighborhood Recreation Center	1075 Peninsula Street	\$2,200.00	\$2,000.00	\$	4,200.00
3	Lake Shore Neighborhood Recreation Center	951 Cottage Drive	\$2,200.00	\$2,000.00	\$	4,200.00
3	Coconut Cove Village Recreation Center	1398 Stillwater Trail	\$2,200.00	\$2,000.00	\$	4,200.00
	Hibiscus Village Recreation Center	1740 Bailey Trail	\$2,200.00	\$2,000.00	\$	4,200.00
3	Poinciana Neighborhood Recreation Center	1921 Bailey Trail	\$2,200.00	\$2,000.00	\$	4,200.00
3	Buttonwood Neighborhood Recreation Center	2272 Buttonwood Dr	\$2,200.00	\$2,000.00	\$	4,200.00
3	Pennecamp Neighborhood Recreation Center	1936 Pennecamp Dr	\$2,200.00	\$2,000.00	\$	4,200.00
3	Sterling Heights Village Recreation Center	2508 St Charles Place	\$2,200.00	\$2,000.00	\$	4,200.00
10.22012	The standard from the standard standard standard standards	Total			\$	142,800.00

## **EXHIBIT A**

## **EXHIBIT A**

## SLCDD – Additional Costs

## Aquatic Pool Lift Installation Additonal Cost(s)

Hardscape Removal & Restoration Pricing						
ltem	Туре	Units	Cost			
1	Pavers	SF 1	\$ 10.00			

Plumbing Labor Rates & Material Markup							
	<b>T</b> :41-	0.2					
Item	Title	Units	Standard				
1	Licensed Plumber (Labor Cost)	Hourly	\$ 65.00				
2	Helper (Labor Cost)	Hourly	\$ 65.00				
3	Plumbing Material Markup	% Increase	15% 0%				

Anr	Annual Maintenance & Inspection and Repair Rates & Material Markup						
Item	Title	Units	Standard				
1	Annual Maintenance & Inspection	Hourly	\$ 65.00				
2	Repair Service Calls (Minimum Charge 2 Hours)	Hourly	\$ <b>65.00</b>				
3	Repair Material Markup	% Increase	1 <b>5%</b> 0%				

## EXHIBIT A

#### NOTE(S):

• When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.

- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary meterials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

lerry W. MI

Authorized Agent Name, Title (Print)

3-18-2020 Authorized Signature Date

Name of Bidder's Firm: **Pool Control Inc** 

This document must be completed and returned with your Submittal



## AGENDA REQUEST

то:	Board of Supervisors Sumter Landing Community Development District
FROM:	Richard J. Baier, District Manager
DATE:	4/8/2020
SUBJECT:	Adoption of Resolution 20-05

**ISSUE:**Adoption of Resolution 20-05 authorizing certain actions of the District Manager as it pertains to the Public Health, Welfare and Safety due to the threat of COVID-19.

## **ANALYSIS/INFORMATION:**

## **STAFF RECOMMENDATION:**

## **MOTION:**

## **ATTACHMENTS:**

	Description
D	Resolution 20-05

Type Cover Memo

### **RESOLUTION 20-05**

## A RESOLUTION OF THE SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT ADDRESSING THE PROTECTION OF THE PUBLIC HEALTH, SAFETY AND WELFARE DUE TO THE THREAT OF COVID-19; AUTHORIZING CERTAIN ACTIONS OF THE DISTRICT MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency exists in the State of Florida; and

**WHEREAS,** on March 11, 2020, the World Health Organization declared COVID-19 a Pandemic and a Worldwide Outbreak; and

**WHEREAS**, on March 13, 2020, the President of the United States declared a National Emergency exists in the United States of America; and

**WHEREAS**, on March 17, 2020, the Sumter, Marion and Lake County Board of County Commissioners declared that a local State of Emergency exists in each respective County; and

**WHEREAS**, this Resolution is an emergency measure necessary for the protection of the public health, welfare and safety, due to the threat of COVID-19; and

**NOW, THEREFORE, BE IT RESOLVED** by the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, as follows:

- 1. Pursuant to Executive Order 20-69, Sumter Landing Development District meetings and workshops scheduled or occurring during the declared State of Emergency will allow attendance by telephone or electronic means such as internet or telephone applications, which will provide for attendance of Board Supervisors through such means to obtain a quorum, in order to promote social distancing.
- 2. The District Manager is directed and authorized to take all lawful activities pursuant to Florida Statutes, the Governor's Executive Order(s), the District Rule(s), and the District Purchasing Policies and Procedures Manual to mitigate the emergency and recover therefrom including, without limitation:
  - a. Utilizing District staff to maintain public services, utilities, other essential functions, and management services.
  - b. Determining hours of operation for District office buildings and public facilities.
  - c. Scheduling public meetings and other events or activities.
  - d. Managing employees, employee schedules, and allowing for remote work and other personnel and staffing arrangements as needed during the federal, state and local State of Emergency.

- e. Authorizing additional cleaning and disinfection procedures for District office buildings, public facilities and other infrastructure as needed.
- f. Entering into contracts with third parties to provide needed services and equipment to assist the District, subject to the District Manager's authority and limitation thereof.
- g. Taking such other action as authorized and appropriate under applicable law and the Governor's Executive Order(s).
- **3.** The District Purchasing Policies and Procedures Manual authorizes the District Manager to approve contracts in an emergency not to exceed \$200,000, unless expressly approved by the Board of Supervisors at a public meeting; the Sumter Landing Community Development District Board of Supervisors hereby authorizes the District Manager to approve emergency contract expenditures not to exceed \$325,000 through May 14, 2020. All other provisions of the District Purchasing Policies and Procedures shall remain in effect during said time.
- 4. This resolution shall take effect immediately upon adoption.

**DONE AND RESOLVED** at The Villages, Sumter County, Florida, this 16th day of April 2020.

ATTEST

SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

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

Richard J. Baier, Secretary

Mike Berning, Chairman



## AGENDA REQUEST

SUBJECT:	Financial Statements
DATE:	4/16/2020
FROM:	Anne Hochsprung, Finance Director
TO:	Board of Supervisors Sumter Landing Community Development District

## **ISSUE:**

Financial Statements as of February 29, 2020

## **ANALYSIS/INFORMATION:**

## **STAFF RECOMMENDATION:**

## **MOTION:**

## **ATTACHMENTS:**

DescriptionFinancial Statements

Type Cover Memo



### Financial Statement Summary As of February 29, 2020

#### **Proprietary Fund**

**Revenues:** Year to Date Revenues of \$32,462,000 including Sumter Landing Amenity Division (SLAD) and Sumter Landing Fitness Fund compare favorably to prior year-to-date (PY) of \$31,352,000 and at 42% of the amended budgeted revenues of \$76,678,000. (*As of February 29, 42% of the year has lapsed*)

- Amenity and General Governmental Revenues include a total \$28,941,000 in SLAD owned amenity fees, golf fee and other lifestyle revenues of \$1,217,000 and developer-paid amenities of \$667,000 for operating Developer owned facilities. Amenity revenue increased over prior year due by an average 2% CPI adjustment and the District has received additional funds from the developer in the current year due to the growth of the developer-owned property in District 12. Revenue is at budget levels year to date.
- Miscellaneous revenue includes room rentals and other leases.
- Investment earnings of \$778,000 (\$419,000 realized gains and \$359,000 unrealized gains) compare favorably to prior year earnings of \$428,000 and at 127% of annual budget earnings of \$611,000.

**Expenses and Other Changes**: Year to Date operating expenses of \$15,808,000 compare favorably to prior year expenses of \$15,917,000. Current year to date spending is at 32% of the amended budgeted expenses of \$49,241,000.

- Management and Other Professional Services are greater than prior year due to a budgeted 9% increase in management fees. Golf management fees have increased 13% over prior year due to a budgeted 2% CPI increase and the management of several additional courses.
- Building, Landscape and Other Maintenance Expenses compare favorably to prior year expenses and current year to date spending is at 26% of budgeted expenses of \$17,163,000.
- Other Expenses, including operating supplies, insurance and printing costs totaling \$1,843,000 compare favorably to prior year to date expenses. Current year to date spending is at 24% of budgeted expenses of \$7,599,000.
- Debt Service consists of the annual SLAD bond principal payment of \$7,655,000 made on October 1, 2019 and year to date monthly interest payments totaling \$6,536,000.
- A total \$979,000 has been transferred to the Committed Renewal and Replacement Fund.

<u>Change in Unrestricted Net Position</u>: Year-to-Date change in Net Position of \$1,438,000 compares favorably to prior year to date decrease of \$345,000. By year end, based on the anticipated revenues and expenditures through year end, the District will meet the budget increase in Unrestricted Net Position of \$789,000.

#### **Governmental Fund**

**Revenues:** Year to Date Revenues of \$6,392,000, including Project Wide charges and Lake Sumter Landing (LSL) assessments, compare favorably to prior year of \$5,903,000 and are at 43% of budgeted revenues of \$14,865,000. *(as of February 29, 42% of the year has lapsed)* 

- Project-wide assessments are collected monthly from the numbered districts, 5-12, Brownwood and Lake Sumter Landing Fund. These assessments have increased a budgeted 8% over prior year. Lake Sumter Landing's assessment maintenance revenue is billed monthly to commercial owners to maintain the property. These assessments have increased a budgeted 8% over prior year.
- Miscellaneous income includes leases and Annual CPM Maintenance Agreements.
- Investment gains of \$190,000 (\$57,000 realized gains and \$133,000 unrealized gains) compare favorably to prior year to date earnings of \$45,000 and at 285% of annual budget earnings of \$67,000.

**Expenses and Other Changes**: Year to Date operating expenses of \$4,083,000 compare favorably to prior year expenses of \$4,695,000. Current year to date spending is at 28% of the amended budgeted expenses of \$14,713,000.

- Management and Other Professional services include Management fees and Technology Service fees. Management fees increased a budgeted 9% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is at 28% of budgeted expenses of \$1,232,000.
- Building, Landscape and Other Maintenance Expenses compare favorably to prior year expenses of \$3,716,000. Current year to date spending is at 27% of budgeted expenses of \$11,890,000.
- Capital Outlay expenditures include Fence replacement, storm water pump upgrades and LSL playground. A budget carryforward request was processed for storm water pump upgrades for LSL playground.

#### **Change in Unrestricted Net Position**

Year-to-Date Change in Net Position of \$2,087,000 compare favorably to prior year to date change of \$1,117,000. By year end, based on the anticipated revenues and expenditures, the District will meet the budget reduction in Unrestricted Net Position of (\$358,000).

#### Investment Earnings:

The following table outlines the current month and year to date earnings by investment category:

	CFB	FLCLASS	FL PALM	FL-FIT	FLGIT	LTIP
<b>Current Month</b>	1.13%	1.71%	1.74%	1.87%	8.70%	-4.57%
Year-to-date	1.18%	1.87%	1.88%	2.03%	4.23%	-4.76%
Prior FY 2019	1.53%	2.21%	2.26%	2.39%	-1.39%	5.33%



			Statement of Activity - Pro	opri	etary Funds								
	1	,	For the Five Months Ending	Feb	ruary 29, 2020	)							
	Amended	Budget			Year To Date								
Original Budget	Budget	% used			SLAD		Fitness		Total		PR YTD		Variance
			REVENUES:										
\$ 75,332,417	\$ 75,606,603	42%	Amenity Fees and Other General Government	\$	31,033,568	\$	445,205	\$	31,478,773	\$	30,730,507	\$	748,26
460,546	460,546	45%	Miscellaneous Revenue		204,575		631		205,206		193,600		11,60
611,000	611,000	127%	Investment Earnings, Realized and Unrealized		708,536		69,569		778,105		428,363		349,74
76,403,963	76,678,149	42%	Total Revenues:		31,946,679		515,405		32,462,084		31,352,470		1,109,61
			EXPENSES:	-									
21,177,101	21,451,287	40%	Management and Other Professional Services		8,263,298		230,704		8,494,002		7,780,175		713.82
3,027,534	3,027,534	32%	Utility Services		961,297		12,287		973,584		1,152,055		(178,47
16,677,310	17,162,937	26%	Building, Landscape and Other Maintenance		4,478,284		19,168		4,497,452		4,785,558		(288,10
6,920,518	7,599,220	24%	Other Expenses		1,816,868		25,757		1,842,625		2,198,722		(356,09
47,802,463	49,240,978	32%	Total Operating Expenses		15,519,747		287,916		15,807,663		15,916,510		(108,84
284,717	955,544	5%	Capital Outlay - Infrastructure and FFE		45,672				45,672		1,000		44,67
23,342,191	23,342,191	61%	Debt Service		14,191,329				14,191,329		14,110,861		80,46
2,350,000	2,350,000	42%	Transfer		937,500		41,690		979,190		979,176		1
25,976,908	26,647,735	57%	Total Other Changes		15,174,501		41,690		15,216,191	_	15,091,037		125,15
72 770 274	75 000 740	44.04			20 604 240		220 505		24.022.054		24 007 5 47		16.20
73,779,371	75,888,713	<u>41</u> %	Total Expenses and Other Changes:	-	30,694,248	<u> </u>	329,606		31,023,854		31,007,547		16,30
\$ 2,624,592	<u>\$ 789,436</u>		Change in Unreserved Net Position	\$	1,252,431	\$	185,799	\$	1,438,230	\$	344,923	\$	1,093,30
			Total Cash and Investments, Net of Bond Funds	\$	60,192,417	\$	4,480,208	\$	64,672,625	\$	50,951,696	\$	13,720,92
			Fund Balance										
			Unassigned		11,845,188		3,675,384		15,520,572		9,203,944		
			Restricted - Debt Service		1,408,410		-		1,408,410		1,408,410		
			Committed R and R General		18,945,588		781,195		19,726,783		17,301,769		
			Committed Insurance Reserves	-	-	<u> </u>	-	_	-		75,000		
			Total Fund Balance	\$	32,199,186	\$	4,456,579	\$	36,655,765	\$	27,989,123	\$	8,666,64



Statement of Activity - Government Funds												
			For the Five Months Ending	Febru	ary 29, 2020							
Original	Amended	Budget		Year To Date								
Budget	Budget	% used		Pr	oject Wide		LSL Total		PR YTD	Variance		
			REVENUES:		•							
			Charges for Services, Maintenance and Other Special									
\$ 14,714,903	\$ 14,714,903	42%	Assessments	\$	5,432,324	\$	698,898	\$	6,131,222	\$ 5,682,640	\$	448,582
84,064	84,064	85%	Miscellaneous Revenue		47,554		23,793		71,347	175,531		(104,184)
66,500	66,500	<u>285%</u>	Investment Earnings, Realized and Unrealized		145,632		44,070		189,702	45,027		144,675
14,865,467	14,865,467	43%	Total Revenues:		5,625,510		766,761		6,392,271	5,903,198		489,073
			EXPENSES:									
1,533,079	1,533,079	32%	Management and Other Professional Services		350,203		133,922		484,125	449,862		34,263
1,232,337	1,232,337	28%	Utility Services		279,139		71,805		350,944	522,942		(171,998)
11,785,329	11,890,129	27%	Building, Landscape and Other Maintenance		2,876,786		356,563		3,233,349	3,715,606		(482,257)
57,050	57,050	<u>26%</u>	Other Expenses		6,532		8,535		15,067	6,699		8,368
14,607,795	14,712,595	28%	Total Operating Expenses		3,512,660		570,825		4,083,485	4,695,109		(611,624)
410,250	484,804	44%	Capital Outlay - Infrastructure and FFE		206,966		4,172		211,138	91,482		119,656
25,806	25,806	42%	Transfer		-		10,756		10,756	-		10,756
436,056	510,610	43%	Total Other Changes		206,966		14,928		221,894	91,482		130,412
15,043,851	15,223,205	<u>28</u> %	Total Expenses and Other Changes:		3,719,626		585,753		4,305,379	4,786,591		(481,212)
ć (170.204)	ć (257.720)			\$	1 005 004	ć	101 000	\$	2 000 002	¢ 1 110 007	ć	070 205
<u>\$ (178,384)</u>	\$ (357,738)		Change in Unreserved Net Position	<u>&gt;</u>	1,905,884	<u>&gt;</u>	181,008	<u>&gt;</u>	2,086,892	<u>\$ 1,116,607</u>	<u>\$</u>	970,285
			Total Cash and Investments, Net of Bond Funds	\$	9,867,777	\$	2,185,661	\$	12,053,437	\$ 10,474,292	\$	1,579,146
			Fund Balance									
			Unassigned		7,782,024		848,581		8,630,605	6,489,891	\$	2,140,714
			Restricted - Lake Miona Cons Easement		15,124		-		15,124	66,396	\$	(51,272)
			Committed R and R General		2,112,220		696,761		2,808,981	2,965,527	\$	(156,546)
			Committed R and R Villa Roads		-		649,810		649,810	610,900		38,910
			Total Fund Balance	\$	9,909,368	\$	2,195,153	\$	12,104,520	\$ 10,132,714	\$	1,971,806



## AGENDA REQUEST

то:	Board of Supervisors Sumter Landing Community Development District
FROM:	Richard J. Baier, District Manager
DATE:	4/8/2020
SUBJECT:	COVID-19 District Management Update

## **ISSUE:**

## **ANALYSIS/INFORMATION:**

## **STAFF RECOMMENDATION:**

## **MOTION:**

## **ATTACHMENTS:**

DescriptionCOVID-19 District Update - 4/2/2020

Type Cover Memo



### COVID-19 District Action Plan April 2, 2020 5:00 p.m.

The safety of residents, guests, staff and visitors in The Villages community continues to be of utmost importance to the District. As the guidance provided by the Centers for Disease Control and Prevention (CDC), the Florida Department of Health and Governor DeSantis on the prevention of COVID-19 continues to update, the District implemented the following facility and schedule changes. In addition to the closures below, please refrain from participating in gatherings of 10 or more people as recommended by the CDC.

The following changes to District operations will take effect at 5:00 p.m. on April 2, 2020 to comply with the recent State of Florida Office of the Governor Executive Order No. 20-91 (Essential Services and Activities During COVID-19 Emergency)

The District is doing its part in the fight against the spread of COVID-19 and the protection of its staff and residents of The Villages. Members of District Departments are working remotely and are happy to respond to your inquiries. All District Administrative Offices will be closed to the public and will have minimal staff present to provide services electronically. To contact a District department, please email us your information and we will be happy to respond via email or telephone.

- <u>Customer Service Center</u> –<u>customerservice@districtgov.org</u>
  - Resident IDs, Gate Access Cards, Community Watch Programs, Executive Trail Fees, Guest IDs, RV Storage Facility Rentals, Adopt-A-Bench, General District Questions
- Executive Golf Maintenance inquiries
- <u>Utility Billing</u> <u>utilities@districtgov.org</u>
  - Utility/Amenity Bill payments or inquiries
- Finance & Bond Information Bonds@districtgov.org
  - General finance or bond related inquiries or payoffs
- Recreation & Parks RecreationDepartment@districtgov.org
  - The Enrichment Academy, Resident Lifestyle Volunteer Groups, Room Reservations, General Recreation Inquiries
- <u>Community Standards</u> <u>DeedCompliance@districtgov.org</u>
  - Architectural Review & Deed Compliance inquiries
  - District Property Management PropertyMangement@districtgov.org
- <u>Human Resources –HumanResources@districtgov.org</u>
- <u>District Board & Committee</u> information <u>CustomerService@districtgov.org</u>
- <u>Risk Management RiskManagement@districtgov.org</u>
- <u>Executive Golf Maintenance CustomerService@districtgov.org</u>
- <u>Budget CustomerService@districtgov.org</u>
- <u>Purchasing CustomerService@districtgov.org</u>

# Community Watch Dispatch will continue to be available 24 hours per day, 7 days per week at (352) 753-0550.

There is a drop box available in the breezeway outside of the District office. If you need to drop off correspondence, please utilize the locked drop box.

Recreation Activities – the following recreation activities are closed or postponed until further notice. It is unlawful to trespass into any closed recreation or District facility (pools, dog parks, etc.).

- All outdoor court areas and outdoor equipment are closed.
- The Sharon Rose Wiechens Preserve is closed.
- All Recreation Centers are closed.
- All Dog Parks are closed.
- The Wilkerson's Creek Playground is closed.
- All swimming pools are closed.
- The Enrichment Academy (TEA) courses are postponed and will be rescheduled.
- Outdoor Excursions and Lake Sumter Line Boat Tours are cancelled.
- All Fitness Clubs are closed.

TheVillages

**Community Development Districts** 

- The Southside Hot Tub is closed.
- The Mark Twain Library is closed.
- Softball is cancelled.
- Recreation Sponsored Leagues are cancelled.
- All recreation-sponsored events have been cancelled.
- Parks and the Fenney Putt & Play remain open.

While Golf remains open, Men's and Ladies Days at both the Executive and Championship Golf Courses have been cancelled until further notice.

## The following District Board Meetings are scheduled to take place in April 2020. All other District Board & Committee Meetings are cancelled in April 2020.

- Village Center Community Development District
- Sumter Landing Community Development District
- Village Community Development District No. 8
- Village Community Development District No. 9
- Village Community Development District No.13

## The following District events are cancelled:

- CDD Orientation
- Resident Academy
- The Villages Public Safety Department
  - Smoke detector changes
    - $\circ$  CPR classes

As additional information is received by the CDC and the Florida Department of Health, event cancellations and facilities closures will continually be reassessed. We continue to encourage you to follow all guidance provided by the CDC as is relates to social distancing and individual responsibilities pertaining to personal preparedness. Please visit <u>www.DistrictGov.org</u> and ensure you are signed up to receive e-Notifications for the most up-to-date information.