



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:

*Savannah Recreation Center
1545 Buena Vista Blvd.
The Villages, Florida 32162*

AGENDA

May 10, 2021
1:30 PM

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 April 12, 2021.
3. Award of Invitation to Bid (ITB) #21B-019 Bocce Court Carpet Replacement
Review and approval of award for Invitation to Bid (ITB) #21B-019 Bocce Court Carpet Replacement (*PWAC Consideration Item*)
4. Award of Invitation to Bid (ITB) #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration and Adoption of Budget Resolution 21-07
Review and approval of award for Invitation to Bid (ITB) #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration and adoption of Budget Resolution 21-07 (*PWAC Consideration Item*)

5. Annual Renewal of Agreements 2021-2022
Review and approval of Annual Agreement Renewals for the Sumter Landing Community Development District Board. (PWAC consideration items)
6. Award of Invitation to Bid (ITB) #21B-021 Pool Renovation, Resurfacing and Reconditioning for Various District Recreation Centers
Review and approval to present a recommendation of award for Invitation to Bid (ITB) #21B-021 Pool Renovation, Resurfacing and Reconditioning for Various District Recreation Centers (*PWAC Consideration Item*)
7. Award of Invitation to Bid (ITB) #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses
Review and approval of award for Invitation to Bid (ITB) #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses (*PWAC Consideration Item*).
8. Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company
Review and approval of a Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company for the Lighthouse Restaurant location in Lake Sumter Landing.

INFORMATIONAL ITEMS ONLY:

9. Financial Statements
Financial Statements as of March 31, 2021

REPORTS AND INPUT:

10. District Manager Reports
 - A. COVID-19 Update
 - B. PWAC After Agenda
 - C. Correspondence received from PWAC Chairman Don Wiley
 - D. Brownwood Woodshop Update
 - E. Bi-Monthly Executive Golf Course Update
 - F. Introduction of Hershel Wiley, Assistant Director DPM (Facilities, Construction & Town Centers)
11. District Counsel Reports
12. Supervisor Comments
13. 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 Farlow, District Clerk

DATE: 5/10/2021

SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes for the Meeting held on April 12, 2021.

ANALYSIS/INFORMATION: Staff requests approval of the Minutes for the Meeting held on April 12, 2021.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on April 12, 2021.

MOTION: Motion to approve the Minutes for the Meeting held on April 12, 2021.

ATTACHMENTS:

Description	Type
□ April 12, 2021 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, April 12 2021 at 1:30 p.m. at the Savannah Recreation Center, 1545 Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

Mike Berning	Chairman
Joe Nisbett	Vice Chairman
Brad Brown	Supervisor
Gerry Lachnicht	Supervisor

Staff Present:

Kenny Blocker	Deputy District Manager
Carrie Duckett	Assistant District Manager
Kevin Stone	District Counsel
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Mark LaRock	Purchasing Director
Mike Harris	District Property Management Assistant Director
Brittany Wilson	Director of Technology and Board Support Services
Jennifer Farlow	District Clerk
Katie Evans	Assistant to District Clerk

FIRST ORDER OF BUSINESS: **Call to Order**

A. Roll Call

Chairman Berning called the meeting to order at 1:30 p.m. and stated for the record that four (4) Supervisors were present representing a quorum. Randy McDaniel was absent.

B. Pledge of Allegiance

Chairman Berning led the Pledge of Allegiance.

C. Observation of a Moment of Silence

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 is required unless desired by a Board Supervisor or a member of the public.

**On MOTION by Gerry Lachnicht, seconded by Brad Brown, with all in favor, the Board took formal action on the following items included on the Consent Agenda:
SECOND ORDER OF BUSINESS: Approval of the Minutes for the Meeting held on March 8, 2021.**

THIRD ORDER OF BUSINESS: Adoption of Resolution 21-06 amending the Fiscal Year 2020/2021 Sumer Landing Amenities Division Fund Budget for the Brownwood Woodshop project.

FOURTH ORDER OF BUSINESS: Approval of the Amendment to Professional Services Agreement with Arnett Environmental, LLC Continuing Utility Engineering Services (RFQ #11Q-002) and authorized the Chairman/Vice Chairman to execute the Agreement.

FIFTH ORDER OF BUSINESS: Approval of Assignment of Agreement with McCall Service NW LLC for ITB #20B – Termite Inspection and Treatment Services and authorized the Chairman/Vice Chairman to execute the Agreement.

SIXTH ORDER OF BUSINESS: Award of ITB #21B-013 – Purchase and Delivery of Nova Sports Court Resurfacing Products to Nova Sports USA, Inc. and authorized the Chairman/Vice Chairman to execute the Agreement.

SEVENTH ORDER OF BUSINESS: Award of ITB #21B-015 – Preserve and Wetland Mowing to PROscape, Inc. and authorized the Chairman/Vice Chairman to execute the Agreement.

EIGHTH ORDER OF BUSINESS: Award of ITB #21B-018 – Sports Court Resurfacing for Various Areas to El Faro Group, LLC DBA Court Surfaces for the resurfacing portion only and authorized the Chairman/Vice Chairman to execute the Agreement.

NINTH ORDER OF BUSINESS: Approval of Amendment Ten to Agreement with Clarke Aquatic Services, Inc. for RFP #15P-019 – Aquatic Weed and Vegetation Control for Water Retention Areas for an amended contract amount of \$394,843.68 and authorized the Chairman/Vice Chairman to execute the Agreement.
TENTH ORDER OF BUSINESS: Authorized Staff to advertise the District’s Intent to Amend Chapter IV of its Rule addressing rates, fees and charges, and operating policies and procedures.

ELEVENTH ORDER OF BUSINESS: Asset Management and GIS Development Project

Brittany Wilson, Director of Technology and Board Support Services, advised that Staff is requesting that the Board provide approval to proceed with Phase II of the District’s Asset Management and GIS Development Project to include the Sumter Landing Amenities Division (SLAD) Fund and Village Center Community Development District (VCCDD) Recreation Amenity Division (RAD) Fund mapping and development of recreation facilities sports courts, swimming pools, golf courses, gates, parking lots and other amenity infrastructure. Ms. Wilson stated that Phase I of the project is currently nine (9) months ahead of schedule, and Staff is requesting that the Board approve funding of Phase II to occur in the current fiscal year. The Project Wide Advisory Committee (PWAC) reviewed proceeding with Phase II of the Asset Management and GIS Development Project at their meeting held earlier today and provided a recommendation to proceed.

On MOTION by Brad Brown, seconded by Gerry Lachnicht, with all in favor, the Board approved engaging with Jacobs to proceed with the development of Phase II GIS Data and Implementation Services related to CityWorks Asset Management Software and to adopt Resolution 21-05 to appropriate \$492,496 from available Working Capital in the Sumter Landing Amenities Division Fund.

The Board congratulated Staff on the expedited progress of the project.

TWELFTH ORDER OF BUSINESS: Financial Statements

The Financial Statements as of February 28, 2021 were provided as information to the Board.

THIRTEENTH ORDER OF BUSINESS: District Manager Reports

A. PWAC After Agenda

Mr. Blocker advised that the PWAC After Agenda from the meeting held earlier today was provided to the Board as information. The PWAC held its Preliminary Budget Workshop on March 24, 2021, at which time Staff completed a PowerPoint presentation of the Fiscal Year 2021/2022 Project Wide Fund (PWF) and SLAD Fund budgets and upcoming projects, which include the Morse Boulevard revetment project and construction of the Lake Miona walking trail.

Mr. Blocker stated that following the recommendation presented by PWAC, this Board did approve the establishment of a second PWF/PWAC south of SR44, and advised that District Counsel is currently in the process of drafting the necessary documents to be brought before this Board and the other participating Districts.

Chairman Berning stated that as the Fiscal Year 2021/2022 budget cycle begins, the Board would like to provide direction to the PWAC, and request that the Committee continue to provide recommendations to this Board, as the two (2) entities work together as a team. As it pertains to the recreational amenities and infrastructure, the Board would like to ensure that the District continues to provide excellent recreational opportunities for the active lifestyle of the residents of The Villages. Chairman Berning stated that the Board would like to ensure that the PWAC proceeds with the actions necessary to construct the Lake Miona walking trail and to establish the second PWF/PWAC south of SR 44, and amending Exhibit A of the PWF Interlocal Agreement removing the District 12 and District 13 PWF infrastructure, as of October 1, 2022.

Mr. Blocker advised that Staff will advise the PWAC of the Board's guidance, and the direction to continue the mutual beneficial partnership between this Board and the PWAC.

B. Wildwood Utility Dependent District

Mr. Blocker advised that the City of Wildwood passed Ordinance O2021-16 which created the Wildwood Utility Dependent District (WUDD) and on March 23, 2021 the WUDD Board held its Organizational Meeting. This Board will have similar oversight as the North Sumter County Utility Dependent District (NSCUDD) and will provide utility services to the residents residing south of SR 44, should the District receive an offer to purchase the utilities south of SR 44.

B. COVID-19 Update

Mr. Blocker advised that all outdoor recreational activities are open 100% and indoor recreational activities are open 50%. The District continues to receive guidance from the local Health Department and will continue to review and monitor the operation of the recreational activities.

District 10 Supervisor and PWAC Chairman Don Wiley advised that during the PWAC's Preliminary Budget Workshop the Committee did review Staff's request to widen a portion of golf cart path, which would assist to facilitate service to the Turtle Mound Water Tower; however, the general consensus of the Committee was that project should be funded by NSCUDD, not the SLAD Fund. Additionally, it was identified that when a priority membership is purchased by a resident, the membership includes the cost of the trail fess for the Executive Golf Courses; however, the SLAD Fund is only receiving 75% reimbursement for those trail fees. The consensus of the Committee was that the SLAD Fund should receive 100% reimbursement for the trail fees. Mr. Blocker stated that Staff is in the process of addressing both of these items.

Supervisor Wiley stated that he believes that there are items within the Third Amended and Restated Agreement that need to be reviewed; one of which is the way Exhibit A is stated, which should include specific language or maps to clearly identify what specific infrastructure is included within the PWF. Mr. Blocker stated that Staff will review how maps can be utilized to more clearly identify the Exhibit A infrastructure.

FOURTEENTH ORDER OF BUSINESS: District Counsel Reports

There were no District Counsel Reports.

FIFTEENTH ORDER OF BUSINESS: Supervisor Comments

There were no Supervisor Comments.

SIXTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 1:46 p.m.

On MOTION by Brad Brown, seconded by Gerry Lachnicht, with all in favor, the Board adjourned the meeting.

Richard J. Baier
Secretary

Mike Berning
Chairman



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Mark LaRock, Purchasing Director; Kathy Godfrey, Buyer

DATE: 5/10/2021

SUBJECT: Award of Invitation to Bid (ITB) #21B-019 Bocce Court Carpet Replacement

ISSUE:

Review and approval of award for Invitation to Bid (ITB) #21B-019 Bocce Court Carpet Replacement
(PWAC Consideration Item)

ANALYSIS/INFORMATION:

On February 18, 2021, Staff issued ITB #21B-019 Bocce Court Carpet Replacement. The project includes the complete removal of the old carpet, removal of any residual adhesive (patching, leveling or crack repair of the court if necessary) and the installation of new adhesive and carpeting.

Multiple suppliers were listed as Supplemental Suppliers and were notified of the Solicitation through the DemandStar system, and a Pre-bid On-site Conference was held with three (3) Suppliers attending. However only one (1) Supplier, Recreational Industries, Inc. dba CK Fitness, Inc. submitted a bid and was determined to be a responsive and responsible bidder. Staff has checked references provided by Recreational Industries, Inc. dba CK Fitness, Inc. and positive responses were received. Staff met with Recreational Industries, Inc. dba CK Fitness, Inc. to enter into negotiations, which resulted in a 2% price reduction per court price (negotiated Pricing Bid Form/Exhibit A). During negotiations, Recreational Industries, Inc. dba CK Fitness, Inc. supplied both a marketing analysis letter and carpet manufacturer letter to justify and explain the pricing across the industry for materials (see back-up materials).

The BID tabulation results are as follows:

Supplier	Sq Ft Price	Court Price Est. court size is 10' x 62'	NEGOTIATED Sq Ft Price	NEGOTIATED Court Price Est. court size is 10' x 62'
Recreational Industries, Inc. dba CK Fitness, Inc.	\$ 8.05	\$4,991.00	\$7.89	\$4,891.00

Recreational Industries, Inc. dba CK Fitness, Inc. will be a new supplier for the District. It is anticipated that for FY 20/21, Recreational Industries, Inc. dba CK Fitness, Inc. will perform carpet replacement on SLCDD Bocce Courts as determined by DPM staff.

Upon Board approval, the negotiated unit pricing (Exhibit A) shall remain fixed and firm for the initial term of the contract from May 12, 2021 to September 30, 2024 with the option to renew for one (1) two (2) year term.

BUDGET IMPACT:

Approval of this contract provides unit pricing for any Bocce court carpet replacements for the duration of this contract. There are no projects scheduled to be completed in FY 2020-2021. Funds are included in the Sumter Landing Amenities Division Budget based on an estimated cost of \$5,000.00 for each Bocce court.

STAFF RECOMMENDATION:

Staff is requesting approval of award for ITB #21B-019 Bocce Court Carpet Replacement to Recreational Industries, Inc. dba CK Fitness, Inc. for the negotiated unit prices for the project as shown in Exhibit A.

MOTION:

Motion to approve award for ITB #21B-019 Bocce Court Carpet Replacement to Recreational Industries, Inc. dba CK Fitness, Inc. for the negotiated unit prices for the project as shown in Exhibit A and authorize the Chairman/Vice Chairman to sign the Agreement

ATTACHMENTS:

Description	Type
☐ Agreement BID 21B-019	Exhibit
☐ Exhibit A	Exhibit
☐ Backup Material	Backup Material
☐ Backup Material	Backup Material

**AGREEMENT FOR SERVICES BETWEEN THE
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
RECREATIONAL INDUSTRIES, INC. DBA CK FITNESS, INC. FOR BOCCO COURT
CARPET REPLACEMENT SERVICES
ITB #21B-019**

THIS AGREEMENT is made this 10th day of May 2021, 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 **RECREATIONAL INDUSTRIES, INC. DBA CK FITNESS, INC.** (hereafter referred to as "Contractor"), whose address is 10138 SW 44th Lane, Gainesville, FL 32608.

RECITALS

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

WHEREAS, Supplier provides said services and wishes to enter into an Agreement whereby the Supplier 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 SUPPLIER

- a. That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, SUPPLIER shall furnish all labor, services and equipment for Court Resurfacing Services, with the exception of specified District Furnished Materials, ITB #21B-019, hereinafter referred to as ITB. Specifications and other Agreement Documents, as defined in said ITB, and all other related documents cited in the above stated ITB 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. All work, material and labor shall be done in accordance with the plans and specifications as provided to SUPPLIER for the ITB and all incidental and necessary work thereto.

2. PAYMENT

- a. 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 as provided for in Exhibit "A" to this Agreement.
- b. Invoices shall be submitted via email to accountspayable@districtgov.org no later than the first of the month for the services performed the preceding month. Payment by the DISTRICT will be 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.
- c. Payment by the DISTRICT will be 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.
- d. 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% per month, or the maximum rate permitted by law.
- e. 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. AGREEMENT DOCUMENTS

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

- a. Invitation To Bid
- b. Instructions, Terms, and Conditions
- c. Bid Form(s)

- d. Wildlife Habitat Management Plan (if applicable)
- e. Supplier's Certification
- f. Insurance Requirements
- g. Statement of Terms and Conditions
- h. Supplier Certification Regarding Scrutinized Companies' List
- i. Drug Free Workplace Certificate
- j. Anti-Collusion Statement
- k. References & Similar Projects Form
- l. W9
- m. E-Verify Supplier/Subcontractor Affidavit
- n. Scope of Work / Specifications
- o. Agreement
- p. Permits / Licenses
- q. All ITB Addenda Issued Prior to SOLICITATION Opening Date
- r. All Modifications and Change Orders Issued
- s. Notice of Award / Notice to Proceed

4. **TERM**

The initial term of this Agreement shall be May 10, 2021 through September 30, 2024, with the option to renew for one (1) two (2) year period. Following completion of the initial term, the renewal period shall automatically occur on October 1 of the renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement. At a minimum of six (6) months prior to the end of the initial term, SUPPLIER may submit a request in writing to their District Representative to justify an increase or decrease to the current awarded pricing to become effective for the following October 1. Any agreed upon negotiated price change shall remain firm for the remainder of the one (1) two (2) year renewal term. No increase will exceed 3%.

5. **INSURANCE**

- a. **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 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 SUPPLIER may use in connection with this ITB. 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 ITB, SUPPLIER 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. SUPPLIER and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. SUPPLIER must provide certificate of insurance showing Worker's Compensation coverage.
- f. **Certificate(s) shall be dated and show:**
 - i. The name of the Insured SUPPLIER, the specified job by name and/or ITB 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. SUPPLIER 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.

6. **CONTRACTOR'S AFFIDAVIT**

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.

7. **WARRANTY**

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.
- b. All other labor and workmanship shall be under CONTRACTOR warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall be begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.

8. **SELF HELP BY DISTRICT**

- a. Within twenty-four (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 twenty-four (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.
- b. 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.

- 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 SUPPLIER in default in accordance with applicable provisions of the Agreement.

- d. **SATISFACTORY PERFORMANCE**

- i. It is estimated that the frequency and guidelines set forth in this Scope of Work 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 Agreement shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.
 - ii. Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated through 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.

9. **TERMINATION BY THE DISTRICT FOR CAUSE**

- 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 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 Agreement is terminated, and the date the termination becomes effective.
- b. After receipt of a Notice of Termination, and except as otherwise directed, SUPPLIER shall:
 - i. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
 - ii. 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.
 - iii. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - iv. 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.
 - v. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
- c. After receipt of a Notice of Termination, SUPPLIER shall submit to DISTRICT the 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.
- d. 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 Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.

- e. 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.

10. GENERAL CONDITIONS:

- a. SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.
- b. If applicable, SUPPLIER must maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Risk Management Department; however, the SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.
- c. The obligations of the SUPPLIER 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.
- d. 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.
 - i. 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.
- e. 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 Agreement or on a tort, as the agent, servant or employee of the DISTRICT.
- f. These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matters of this Agreement. 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 Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- g. No amendment to this Agreement or the performance contemplated hereunder shall be effective except those agreed to in writing and signed by both of the parties to this Agreement. 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.
- h. SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations. SUPPLIER shall remove or contract for the removal of debris in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. SUPPLIER 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 SUPPLIER shall provide SUPPLIER'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 SUPPLIER is strictly prohibited.

- i. SUPPLIER 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.
- j. SUPPLIER 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 SUPPLIER. When on DISTRICT property a failure to fully comply with this section will result in penalties up to and including Agreement termination.
- k. SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while SUPPLIER performs services on the DISTRICT's property. SUPPLIER 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 SUPPLIER's employees.
- l. SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

11. SUPPLIER'S REPRESENTATIONS SUPPLIER makes the following representations:

- a. SUPPLIER has familiarized himself/herself 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. SUPPLIER declares that he/she has visited and examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done, that he/she has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to their submittal, and that SUPPLIER has satisfied itself relative to the work to be performed.
- c. SUPPLIER 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. SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.
- e. 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 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: 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 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 SUPPLIER 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 SUPPLIER to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors,

assigned by the SUPPLIER to perform work pursuant to the Agreement with the DISTRICT. (<http://www.uscis.gov/e-verify>) Additionally, the SUPPLIER 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 SUPPLIER 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 SUPPLIER, 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 Bidders list following a conviction for a public entity crime may not submit a bid on an agreement 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, 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 Respondent list.
- i. **Public Records Act/Chapter 119 Requirements:** SUPPLIER 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:
 - Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 - Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - 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
 - 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 Agreement 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@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 RECREATIONAL INDUSTRIES, INC. DBA CK FITNESS, 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

RECREATIONAL INDUSTRIES, INC.
DBA CK FITNESS, INC.

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

NEGOTIATED BID FORM

Bocce Court Carpet Replacement Services

ITB #21B-019

Bocce Court Carpet Replacement	Price Per Square Foot Per Court
Estimated Court size for each court is 10' X 62' Bocce Court Carpet Replacement price is to include all equipment, material and labor necessary for complete and fully functional courts per the specifications provided.	\$ 7.89
BID TOTAL	\$4891.00

AS NEEDED, IF REQUIRED SERVICES:

Patching and Leveling (as required by court surface before carpet installation)	\$ 2.50 - 3.00 Per Square Foot
Crack Repair (as required by court surface before carpet installation)	\$ 2.50 - 3.00 Per Lineal Foot

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications, with the exception of District Furnished Materials, as outline in this document. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References. The Bid Total is the only pricing that shall be utilized for bid award.
- 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 District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"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 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."

MATT SNIDER
Authorized Agent Name, Title (Print)

Authorized Signature

4/09/2021
Date

Name of Bidder's Firm:

RECREATIONAL INDUSTRIES, INC.

This document must be completed and returned with your Submittal

EXHIBIT A

NEGOTIATED BID FORM

Bocce Court Carpet Replacement Services

ITB #21B-019

Bocce Court Carpet Replacement	Price Per Square Foot Per Court
Estimated Court size for each court is 10' X 62' Bocce Court Carpet Replacement price is to include all equipment, material and labor necessary for complete and fully functional courts per the specifications provided.	\$ 7.89
BID TOTAL	\$4891.00
AS NEEDED, IF REQUIRED SERVICES:	
Patching and Leveling (as required by court surface before carpet installation)	\$ 2.50 - 3.00 Per Square Foot
Crack Repair (as required by court surface before carpet installation)	\$ 2.50 - 3.00 Per Lineal Foot

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications, with the exception of District Furnished Materials, as outline in this document. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References. **The Bid Total is the only pricing that shall be utilized for bid award.**
- 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 District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"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 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."

MATT SNIDER
Authorized Agent Name, Title (Print)

[Signature] 4/09/2021
Authorized Signature Date

Name of Bidder's Firm:

RECREATIONAL INDUSTRIES, Inc

This document must be completed and returned with your Submittal

EXHIBIT A



March 12th, 2021

Subject
Pricing

Dear Valued Customer,

After many years of maintaining flat pricing, we were forced to respond to escalating raw material costs by implementing a market-wide price increase in February of this year. Resin pricing has risen about 40% from October 2020 levels, and is up **19%** Just since we announced our price increase. Regrettably, we are forced to implement an additional across the board increase of \$0.10/pound on all yarns and \$0.05/m2 for all primary backings. These increases will be effective for shipments after 4/9/21 and will include products from Europe and Dubai. We are fully aware of the impact this will have on you and your customers; however, we have no option other than to implement the additional price increase.

Unfortunately, the near-term outlook is very unclear. In addition to the rising prices, global availability of raw materials has also become a concern. Several resin producers are operating under force majeure which could impact global resin supplies. At this point we are still receiving our full allocation of materials to allow us to operate at full capacity. We will do our utmost to maintain that supply and will keep you informed about these challenges. We are hopeful that resin pricing will stabilize and return to more normal levels in the coming months.

Sincerely,

Robert Block

President – Polyloom Corporation of America

+423-847-5761 cell

+423-847-8446 office

Email: r.block@tencategrass.com



ThePlasticsExchange

bringing the market to you

Market Update — March 19th, 2021

The spot resin markets continued to transact at an elevated pace, though order flow became less consistent and there were little lulls in our trading activity, which was something we had not seen in a while. During the quieter moments, participants questioned whether emerging developments, such as weaker PGP monomer prices, the restart of many resin plants, and appearance of fresh spot offgrade offers were signals that the market was ready to come undone, but then reality would set in as resin remained grossly undersupplied. As restarts drag out, it is likely that the mid-Feb winter storm, which shut down the vast majority of US resin plants, could ultimately lead to the loss of 5 billion lbs or more of resin production, digging a very deep hole in inventories throughout the supply chain.

Despite some demand destruction, very heavy imports and the lack of incremental exports, it will take considerable time for producers to back-fill orders, restock their inventories, lift allocations and unwind their Force Majeure declarations. The short periods of market calm did not last long and sudden demand surges returned; spot prices remained well above rising contract levels as processors competed for limited material, quickly rebuilding market momentum as if this raging bull market had not skipped a beat.

By the end of the week, Polyethylene prices trudged another \$.02/lb higher, bringing the March gain to \$.10/lb. Producers secured their March \$.07/lb increase and nominated as much as \$.09/lb more for April. Ethylene monomer continued to be very tight and spot ended the week at \$.575/lb; short supplies have limited resin production at some plants. HDPE resins were still the tightest of the commodity grades; Prime Blow Molding material has been virtually non-existent in the spot market and sales have reached \$1.25/lb. Some Blow Molding imports are already on the water and next sailing dates are early April if you have needs. LLDPE film grades are also exceedingly snug, delivered prices are generally above \$1.00/lb with the higher alpha-olefins commanding \$1.10/lb or more. LDPE supplies, while also incredibly short, are a bit more available and prices only carry a moderate premium to LLDPE.

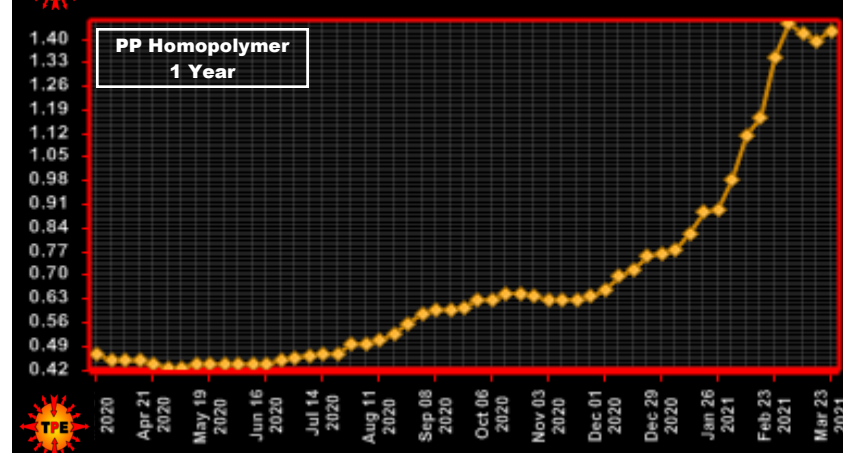
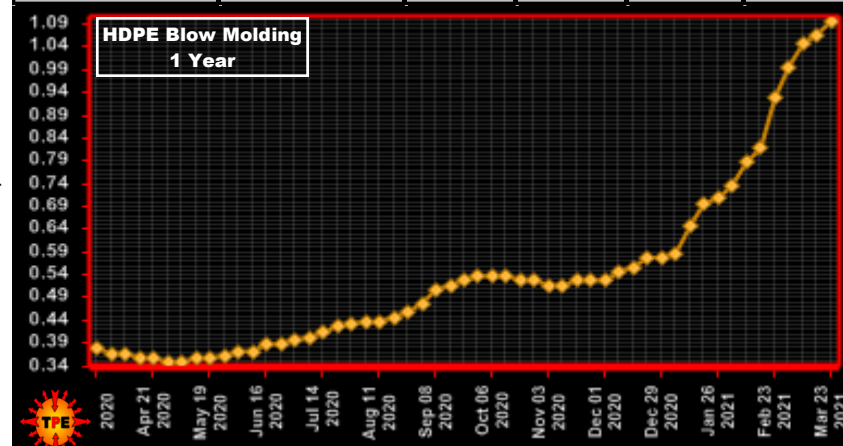
While the majority of Polyethylene and Polypropylene plants have indeed restarted, a considerable amount of Offgrade resin has been made, though the percentage of Prime has certainly been growing, but unavailable for spot sales. The widespec offers make some noise in the marketplace as resellers generally opt not to buy offgrade for inventory, especially at these historically high prices, so multiple players quickly offer out the railcars, and they reverberate, so 10 cars can misleadingly seem like 30-40. Nonetheless, by the time the offers make it through the system, the resin has usually been snatched up anyways with disappointed buyers still seeking material.

Polypropylene prices bucked its recent gentle softening and instead held firm this past week; spot PP prices were unwilling to cede more than the nickel relief already seen from the early March peak, after soaring some \$.50/lb during February. March PGP ended the week just shy of \$.60/lb, we expect a double digit decrease in March monomer contracts, which will pass through to resin buyers whose contracts are tied to monomer. The cost decrease will be partially offset by the \$.06/lb margin increase which producers will rightfully secure due to limited sales due to outages and short supplies.

PP Homopolymers sold the most this past week, there was very good demand for higher, 20-40 melts and Raffia grade. Every offer for PP Copolymer and Random Clarified came and went in a heartbeat, including large volumes of imports, some of which have yet to even leave international ports. Spot CoPP sales have strictly been limited by availability, with substantial underlying demand remaining. There has been an ongoing industry effort to import considerable volumes of Polypropylene to help counterbalance some of the lost production, most of the material has been pre-sold to processors, and some uncommitted material has been made available for spot sales. There is a some HoPP, CoPP and RcPP NX8000 on the water and next sailing dates are early April if you have needs.

It seems that some processors have been fatigued by the constant upward pricing pressure and challenges to even find material at these lofty levels, while others have begrudgingly acclimated to this much higher pricing level, having passed through their rapidly rising costs. We are seeing some processors, who might not be able to pass through their rising costs instead profitably sell off some of their resin, either on hand or on order, rather than making incremental product. This has certainly been a unique market environment and it will be interesting to see how it all continues to play out. I recall the wisdom from yet another industry mentor telling me years ago that the cure for high prices was high prices, but we have not seen that take affect in this market, yet.

Resin for Sale 7,860,392 lbs		Spot Range		TPE Index	
Resin	Total lbs	Low	High	Bid	Offer
PP Homo - Inj	1,698,944	\$ 1.230	\$ 1.500	\$ 1.300	\$ 1.400
PP Copo - Inj	1,215,840	\$ 1.325	\$ 1.550	\$ 1.350	\$ 1.450
LDPE - Film	1,163,024	\$ 0.990	\$ 1.110	\$ 1.030	\$ 1.080
LLDPE - Film	1,146,392	\$ 0.940	\$ 1.100	\$ 0.950	\$ 1.000
HDPE - Blow	660,380	\$ 0.990	\$ 1.250	\$ 1.040	\$ 1.090
HDPE - Inj	653,012	\$ 0.880	\$ 1.025	\$ 0.960	\$ 1.010
LDPE - Inj	485,012	\$ 0.870	\$ 1.030	\$ 0.950	\$ 1.000
LLDPE - Inj	440,960	\$ 0.940	\$ 1.030	\$ 0.950	\$ 1.000
HMWPE - Film	396,828	\$ 0.990	\$ 1.060	\$ 0.970	\$ 1.020



www.ThePlasticsExchange.com

Michael Greenberg
312.202.0002
@ResinGuru



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Mark LaRock, Purchasing Director; Kathy Godfrey, Buyer

DATE: 5/10/2021

SUBJECT: **Award of Invitation to Bid (ITB) #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration and Adoption of Budget Resolution 21-07**

ISSUE:

Review and approval of award for Invitation to Bid (ITB) #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration and adoption of Budget Resolution 21-07 (*PWAC Consideration Item*)

ANALYSIS/INFORMATION:

On January 14, 2021, staff issued ITB #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration. Kingfisher golf maintenance building was damaged by fire on January 18, 2020, as a result of the fire the building must be restored to its previous state. The District has completed the environmental cleanup of the building. Upon review by independent structural engineers, it has been determined minor repairs are required in the form of limited roof purlin replacement. In addition, because of extensive smoke damage, the District has removed all interior construction, including the vinyl-faced fiberglass building insulation. In order to replace damaged building insulation, all wall and roof panels will be removed and replaced. Rooms 101-102-103-104 must be reconstructed. All mechanical and electrical systems will be removed and replaced back to the point of connection. As approved by the authority having jurisdiction, all construction will be permitted to be replaced as originally specified.

The Kingfisher Golf Maintenance Facility Fire Restoration project includes, but is not limited to, the removal of certain building components and restoration of the building, as noted on the Architectural Plans included in the Solicitation documents. The construction restoration to the facility is further described on the Architectural Plans, which were included in the Construction Drawings / Specifications and or ITB Documents. Four (4) suppliers submitted bids. Genesis Construction and Management, Inc. was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A). Genesis Construction and Management, Inc. has worked for the District in the past, completing the Shay Gate House Bathroom Addition and the NSU Wastewater Treatment Plant Garage Renovation projects. Staff has checked references provided by Genesis Construction and Management, Inc. and positive responses were received. The BID tabulation results are as follows:

Supplier	Bid Total
Genesis Construction & Management, Inc.	\$241,258.00
Mark Cook Builders Inc.	\$251,468.00
JL Stone Construction	\$261,625.00
Poli Construction, Inc.	\$302,127.00

BUDGET IMPACT:

Attached is the necessary budget resolution to amend the FY2020-21 Budget to appropriate the \$121,943.00 insurance reimbursement, and to provide funds in the appropriate capital account for the Kingfisher Golf Maintenance Facility Fire Restoration project costs with the remaining funds to come from available working capital.

STAFF RECOMMENDATION:

1. Staff is requesting approval of award for ITB #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration to Genesis Construction & Management, Inc. in the amount of \$241,258.00 for the project as shown in Exhibit A.
2. Staff is requesting approval of adoption of Resolution 21-07, amending the Fiscal Year 2020-21 Sumter Landing Amenities Division Fund Budget for the Kingfisher Golf Maintenance Facility Fire Restoration project.

MOTION:

1. Motion to approve award for ITB #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration to Genesis Construction & Management, Inc. in the amount of \$241,258.00 for the project as shown in Exhibit A; and authorize the Chairman/Vice Chairman to sign the Agreement
2. Move to adopt Resolution 21-07 amending the Fiscal Year 2020-21 Sumter Landing Amenities Division Fund Budget for the Kingfisher Golf Maintenance Facility Fire Restoration project; and authorize the Chairman/Vice Chairman to sign the Resolution.

ATTACHMENTS:

Description	Type
☐ Agreement BID 21B-006	Exhibit
☐ Exhibit A	Exhibit
☐ Resolution 21-07	Cover Memo

**AGREEMENT FOR SERVICES BETWEEN THE
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
GENESIS CONSTRUCTION AND MANAGEMENT, INC. FOR KINGFISHER GOLF
MAINTENANCE FACILITY FIRE RESTORATION
ITB #21B-006**

THIS AGREEMENT is made this 10th day of May 2021, 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 **GENESIS CONSTRUCTION AND MANAGEMENT, INC.** (hereafter referred to as "SUPPLIER"), whose address is 3522 SW 74th Ave., Ocala, FL 34474.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring bids for services for the fire damaged restoration of a golf maintenance facility and wishes to enter into an agreement with a party capable of providing such services; and

WHEREAS, SUPPLIER provides said services and wishes to enter into an Agreement 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 ITB #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration, Invitation to Bid (ITB) #21B-006 hereinafter referred to as ITB. Specifications and other Agreement Documents, as defined in said ITB, and all other related documents cited in the above stated ITB 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. All work and labor shall be done in accordance with the plans and specifications as provided to SUPPLIER in the ITB and all incidental and necessary work thereto.

2. AGREEMENT DOCUMENTS

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

- Invitation To Bid
- Instructions, Terms, and Conditions
- Bid Form(s)
- Wildlife Habitat Management Plan (if applicable)
- Supplier's Certification
- Insurance Requirements
- Statement of Terms and Conditions
- Supplier Certification Regarding Scrutinized Companies' List
- Drug Free Workplace Certificate
- Anti-Collusion Form
- References & Similar Projects Form
- W9
- E-Verify Supplier/Subcontractor Affidavit
- Scope of Work / Specifications
- Agreement for Services
- Permits / Licenses
- All ITB Addenda Issued Prior to Bid Opening Date
- All Modifications and Change Orders Issued
- Notice of Award / Notice to Proceed

3. PAYMENT

- 3.1. In consideration of the work, labor, services and materials to be furnished by the SUPPLIER, in accordance with said plans and specifications, the DISTRICT agrees to pay the SUPPLIER, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of Two Hundred Forty-One Thousand, Two Hundred Fifty-Eight and 00/100 Dollars (\$241,258.00) as evidenced by Exhibit A to this Agreement.
- 3.2. Invoices shall be submitted via email to accountspayable@DISTRICTgov.org no later than the 15th of the month for the services performed the preceding month. Payment by the DISTRICT will be made no later than twenty (20) days after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act".
- 3.3. If payment is not made by the District to the Supplier within twenty-five (25) days of certification, Supplier 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 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.
- 3.5. The DISTRICT shall retain five percent (5%) of the funds from each pay application submitted. Final payment shall be made upon Final Completion and acceptance by the District.

4. TIME FOR PERFORMANCE:

- 4.1. Time is of the essence in the performance of this Agreement. 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 Agreement shall be done according to specifications and completed within 180 calendar days after the date specified in the Notice to Proceed, subject only to delays caused through no fault of the SUPPLIER.

5. LIQUIDATED DAMAGES:

- 5.1. 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.
- 5.2. 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.
- 5.3. The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Section 4 of this Agreement shall be Two Hundred and 50/100 Dollars (\$250.00) per day.

6. CONTRACTOR'S AFFIDAVIT:

- 6.1. When all work contemplated by the Agreement has been completed, inspected and approved by the DISTRICT, the SUPPLIER shall furnish to the DISTRICT the SUPPLIER'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.

7. WARRANTY:

- 7.1. SUPPLIER 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.

7.2. SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

7.2.1. If applicable, all installed landscape material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin upon receipt by the DISTRICT of substantial completion documents from the SUPPLIER.

7.2.2. All other labor and materials shall be under SUPPLIER warranty for a period of one (1) year. Such warranty period shall begin upon receipt by the DISTRICT of substantial completion documents from the SUPPLIER.

8. CORRECTION OF WORK

8.1. SUPPLIER shall promptly correct work rejected by the DISTRICT or work failing to conform to the requirements of the Agreement and ITB Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The DISTRICT shall give written Notice of Correction promptly after discovery of the condition. If correction of work is observed prior to project completion, the correction must be completed at substantial completion.

8.2. During the Warranty periods if work is found to be noncompliant, DISTRICT shall submit a written Notice of Correction to SUPPLIER. Not to exceed 72 hours after receipt of Notice, SUPPLIER shall respond in writing with a plan of action. Upon successful completion of the work correction, DISTRICT will rescind the non-compliance with a written Notice of Acceptance which shall be signed by both parties.

8.3. SUPPLIER shall bear costs of correcting such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. The obligation under this paragraph shall survive the termination of this Agreement.

9. SELF HELP BY DISTRICT

9.1. Within (24 hours) after being notified by DISTRICT in writing 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.

9.1.1. 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.

9.1.2. 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.

9.2. Satisfactory Performance

9.2.1. It is estimated that the frequency and guidelines set forth in this Scope of Work 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 Agreement shall be based on these ITB/RFP specifications, as measured by the DISTRICT in its discretion.

9.2.2. The determination of satisfactory performance will be based upon the satisfactory appearance of the project/services, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the project/services will be reviewed on a daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the scope of services/technical specifications, if required, will be made.

- 9.2.3. Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated through 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.

10. TERMINATION BY THE DISTRICT FOR CAUSE

- 10.1. 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 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 Agreement is terminated, and the date the termination becomes effective.
- 10.2. After receipt of a Notice of Termination, and except as otherwise directed, SUPPLIER shall:
- 10.2.1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
 - 10.2.2. 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.
 - 10.2.3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - 10.2.4. 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.
 - 10.2.5. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
- 10.3. After receipt of a Notice of Termination, SUPPLIER shall submit to DISTRICT the 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.
- 10.4. 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 Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.
- 10.5. 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.

11. INDEMNIFICATION:

- 11.1. To the fullest extent permitted by Florida Statute 725.06, SUPPLIER 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 SUPPLIER, 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.

12. **INSURANCE:** Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the Agreement the insurance listed below.

- 12.1. 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 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.
 - 12.2. Automobile Liability Insurance covering all automobiles and trucks the SUPPLIER may use in connection with this ITB. 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.
 - 12.3. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
 - 12.4. Waiver of Subrogation: By entering into any Agreement as a result of this ITB, SUPPLIER agrees to a Waiver of Subrogation for each policy required above.
 - 12.5. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. SUPPLIER and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. SUPPLIER must provide certificate of insurance showing Worker's Compensation coverage.
 - 12.6. Certificate(s) shall be dated and show:
 - 12.6.1. The name of the insured SUPPLIER, the specified job by name and/or ITB number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - 12.6.2. 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.
 - 12.6.3. Subrogation of Waiver clause.
 - 12.6.4. 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.
 - 12.6.5. SUPPLIER 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.
 - 12.6.6. All insurance policies shall be written on companies authorized to do business in the State of Florida.
- 13. GENERAL CONDITIONS:**
- 13.1. SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.
 - 13.2. If applicable, SUPPLIER must maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Risk Management Department; however, the SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.
 - 13.3. The obligations of the SUPPLIER 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.
 - 13.4. 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.
 - 13.4.1. 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.

- 13.5. 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 Agreement or on a tort, as the agent, servant or employee of the DISTRICT.
- 13.6. These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matters of this Agreement. 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 Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 13.7. No amendment to this Agreement or the performance contemplated hereunder shall be effective except those agreed to in writing and signed by both of the parties to this Agreement. 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.
- 13.8. SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations. SUPPLIER shall remove or contract for the removal of debris in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. SUPPLIER 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 SUPPLIER shall provide SUPPLIER'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 SUPPLIER is strictly prohibited.
- 13.9. SUPPLIER 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.
- 13.10. SUPPLIER 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 SUPPLIER. When on DISTRICT property a failure to fully comply with this section will result in penalties up to and including Agreement termination.
- 13.11. SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while SUPPLIER performs services on the DISTRICT's property. SUPPLIER 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 SUPPLIER's employees.
- 13.12. SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
14. **SUPPLIER'S REPRESENTATIONS:** SUPPLIER makes the following representations:
- 14.1. SUPPLIER has familiarized himself/herself 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.
- 14.2. SUPPLIER declares that he/she has visited and examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done, that he/she has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to their submittal, and that SUPPLIER has satisfied itself relative to the work to be performed.
- 14.3. SUPPLIER 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.
- 14.4. SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.

- 14.5. SUPPLIER declares that submission of a proposal/bid for the work constitutes an incontrovertible representation that the SUPPLIER 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.
- 14.6. 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 Agreement.
- 14.7. 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 SUPPLIER 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 SUPPLIER to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the SUPPLIER to perform work pursuant to the Agreement with the DISTRICT. (<http://www.uscis.gov/e-verify>) Additionally, the SUPPLIER 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 SUPPLIER 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 SUPPLIER, solely, will be responsible and liable for any violations and or penalties associated with such violation.
- 14.8. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a bid on an agreement 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, 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 Respondent list. SUPPLIER 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.
- 14.9. Public Records Act/Chapter 119 Requirements: SUPPLIER 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:
- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 - Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - 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
 - 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 Agreement 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@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 **GENESIS CONSTRUCTION & MANGEMENT, 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**

**GENESIS CONSTRUCTION & MANAGEMENT,
INC**

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

BID FORM**Sumter Landing Community Development District****ITB #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration****SITE WORK**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT TOTAL
1	Fire Damage Restoration to Kingfisher Golf Maintenance Building	1	LS		\$241,258 ⁰⁰
BID GRANDTOTAL					241,258 ⁰⁰

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References.
- 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 and the Schedule of Values / Detailed Cost Breakdown (Use AIA Document Forms G702 & G703).
- 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 Suppliers/sub-contractors to address any unforeseen conditions as they may arise.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Supplier shall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Supplier of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the District, the unit prices shall, at the option of the District, be the basis of payment to the Supplier or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the District (in the case of additions or increases) or to be refunded by the Supplier (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Supplier or Subcontractors, and no additional adjustments will be allowed.

"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 ITB 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 materials, 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."

Bob T Hutchinson

Authorized Agent Name, Title (Print)



Authorized Signature

2/17/2021

Date

Name of Bidder's Firm:

Genesis Construction and Management, Inc.

This document must be completed and returned with your Submittal

Village Community Development Districts
Purchasing Department

EXHIBIT A

BID FORM**Sumter Landing Community Development District****ITB #21B-006 Kingfisher Golf Maintenance Facility Fire Restoration****SITE WORK**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT TOTAL
1	Fire Damage Restoration to Kingfisher Golf Maintenance Building	1	LS		\$241,258 ⁰⁰
BID GRANDTOTAL					241,258 ⁰⁰

NOTE(S):

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- 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 and the Schedule of Values / Detailed Cost Breakdown (Use AIA Document Forms G702 & G703).
- 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 Suppliers/sub-contractors to address any unforeseen conditions as they may arise.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Supplier shall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Supplier of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the District, the unit prices shall, at the option of the District, be the basis of payment to the Supplier or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the District (in the case of additions or increases) or to be refunded by the Supplier (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Supplier or Subcontractors, and no additional adjustments will be allowed.

"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 ITB 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 materials, 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."

Bob T Hutchinson

Authorized Agent Name, Title (Print)



Authorized Signature

2/17/2021

Date

Name of Bidder's Firm:

Genesis Construction and Management, Inc.

This document must be completed and returned with your Submittal

Village Community Development Districts
Purchasing Department

EXHIBIT A

RESOLUTION 21-07

A RESOLUTION AMENDING THE SUMTER LANDING AMENITIES FUND BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, FOR THE KINGFISHER GOLF MAINTENANCE FACILITY REBUILD PROJECT.

WHEREAS, The Kingfisher Golf Maintenance Facility was damaged during a fire on January 18, 2020; and

WHEREAS, an insurance claim was filed for the losses to the building; and

WHEREAS, the District received the first reimbursement in Fiscal Year 20-21 for \$87,652.79 of which 43,893.47 was spent and the remainder carried forward through working capital; and

WHEREAS, a second insurance reimbursement in the amount of \$121,942.93 will be received based on the statement of loss provided by the insurance company; and

WHEREAS, funding is available in the SLAD Fund Working Capital to support the additional costs to the District to complete the restoration of this facility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT THAT THE FISCAL YEAR 2020-21 BUDGET BE AMENDED AS FOLLOWS:

SOURCES:

30.431-00.00.000-341.917	Insurance Reimbursement	\$	121,943
30.431-00.00.000-669.901	Working Capital	\$	139,557

DISBURSEMENTS:

30.431-30.32.187-572.633-CP000163	Infrastructure	\$	261,500
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Adopted this 10th day of May, 2021.

SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT

Mike Berning, Chair

Richard J. Baier, Secretary



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Mark LaRock, Purchasing Director; Janet Mrozowski, Purchasing Operations Coordinator

DATE: 5/10/2021

SUBJECT: **Annual Renewal of Agreements 2021-2022**

ISSUE:

Review and approval of Annual Agreement Renewals for the Sumter Landing Community Development District Board. (PWAC consideration items)

ANALYSIS/INFORMATION:

The agreements listed below require renewal for the fiscal year 2021-2022. The agreement type and annual agreement amount **(there are no price changes with these renewals)** are listed for your information.

Contractor	Contract #	Type	Area/Service	Annual Agreement Amount
Asphalt Paving Systems, Inc. Renewal Two of Two (FINAL)	18P-024	Maintenance (Micro Surfacing)	Roadways & Parking Lot Maintenance (Micro Surfacing / Crackfill Services)	Pricing per Exhibit A of Agreement – (Micro Surfacing / Crackfill)
Pavement Technology, Inc. Renewal Two of Two (FINAL)	18P-024	Maintenance (“Reclamite”)	Roadways & Parking Lot Maintenance (Asphalt Rejuvenating Agent “Reclamite”)	Pricing per Exhibit A of Agreement – Asphalt Rejuvenating Agent “Reclamite”
Tri-State Asphalt Corp. Renewal Two of Two (FINAL)	18P-024	Maintenance (Striping & Patching)	Roadways & Parking Lot Maintenance (Striping and Cut & Patch)	Pricing per Exhibit A of Agreement – Striping and Cut & Patch

STAFF RECOMMENDATION:

Staff requests approval of above referenced Annual Agreement Renewals for fiscal year 2021-2022.

MOTION:

Motion to approve the above reference Annual Agreement Renewals and authorize Chair/Vice Chair to sign the renewal documents.

ATTACHMENTS:

Description	Type
▣ SLCDD Asphalt Paving Systems 18P-024 Renew2	Exhibit
▣ SLCDD Pavement Technology 18P-024 Renew2	Exhibit
▣ SLCDD Tri-State Asphalt 18P-024 Renew2	Exhibit

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND ASPHALT PAVING SYSTEMS, INC. FOR
ROADWAYS AND PARKING LOT MAINTENANCE [MICRO SURFACING/CRACKFILL
SERVICES]
RFP #18P-024**

THIS RENEWAL is entered into this 10th day of May 2021, by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and ASPHALT PAVING SYSTEMS, INC. (CONTRACTOR), whose mailing address is 9021 Wire Road, Zephyrhills, FL 33540.

RECITALS

WHEREAS, SLCDD and CONTRACTOR entered into Agreement RFP #18P-024 for Roadways and Parking Lot Maintenance [Micro Surfacing/Crackfill Services] (AGREEMENT) for properties such as those owned or operated by SLCDD, dated October 18, 2018; and

WHEREAS, SLCDD and CONTRACTOR entered into Renewal One to the AGREEMENT dated September 3, 2019; and

WHEREAS, SLCDD and CONTRACTOR desire to renew the existing AGREEMENT which expires September 30, 2021, as set forth below.

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 renew the AGREEMENT and any Amendments thereto for a term of October 1, 2021, and ending September 30, 2022. The AGREEMENT and all Amendments are hereby incorporated into this paragraph.
3. 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 renewed herein.

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND ASPHALT PAVING SYSTEMS, INC. FOR
ROADWAYS AND PARKING LOT MAINTENANCE [MICRO SURFACING/CRACKFILL
SERVICES]
RFP #18P-024**

IN WITNESS WHEREOF, said SLCDD has caused this Renewal to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said SLCDD, and ASPHALT PAVING SYSTEMS, INC. has caused this Renewal 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**

By: _____

Print Name

Print Title

Date

Attest

ASPHALT PAVING SYSTEMS, INC.

By: _____

Print Name

Print Title

Date

Attest

Negotiated pricing from Asphalt Paving Systems, Inc.

PROPOSAL FORM for RFP #18P-024

Service Type and Project Size:		Proposal Price	
		0 - 15,000 (SQ YD)	15,001 - 30,000 (SQ YD)
2. Micro Surfacing			
a.	Double Micro surfacing	\$6.35	\$5.75
b.	Cape Seal	\$13.41	\$13.41
c.	Crackfill (per gallon)	\$20.00 gal	\$20.00 gal
d.	Mobilization ¹	\$1,500.00	\$1,500.00

7. Miscellaneous (as required items)			
a.	Adjust Manholes & Valves	EA	\$150.00
b.	Rubber Tire Rolling of Micro Surfaced Areas	SQ YD	\$0.20
c.	Prep-work (per specifications, per project)	EA	\$2,500.00
d.	Nighttime Premium ³	-	\$5,500.00

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. The price shall include all labor, equipment and materials and shall be F.O.B. destination. All prices shall remain firm for the life of the contract.
- 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 Village Community Development Districts 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."

EXHIBIT "A"

Term

The term of this Agreement shall begin upon each Board Approval in October, 2018 through September 30, 2020, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm through the initial term ending September 30, 2020. 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. Prior to March 1st of the end of the initial term the contractor shall meet with Purchasing and District Property Management staff to negotiate an increase or decrease to the current awarded pricing to become effective for the following October 1st. The negotiated price change at the end of the initial term shall remain firm for the remainder of the two (2) additional one (1) year renewals. No increase will exceed 5%.

Robert Capoferri, President

Authorized Agent Name, Title (Print)



Authorized Signature

Date 9/19/18

Name of Proponent's Firm: Asphalt Paving Systems, Inc.

EXHIBIT "A"

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND PAVEMENT TECHNOLOGY, INC. FOR
ROADWAYS AND PARKING LOT MAINTENANCE [ASPHALT REJUVENATING AGENT
“RECLAMITE” SERVICES]
RFP #18P-024**

THIS RENEWAL is entered into this 10th day of May 2021, by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and PAVEMENT TECHNOLOGY, INC. (CONTRACTOR), whose mailing address is 24144 Detroit Road, Westlake, OH 44145.

RECITALS

WHEREAS, SLCDD and CONTRACTOR entered into Agreement RFP #18P-024 for Roadways and Parking Lot Maintenance [Asphalt Rejuvenating Agent “Reclamite” Services] (AGREEMENT) for properties such as those owned or operated by SLCDD, dated October 18, 2018; and

WHEREAS, SLCDD and CONTRACTOR entered into Renewal One to the AGREEMENT dated September 3, 2019; and

WHEREAS, SLCDD and CONTRACTOR desire to renew the existing AGREEMENT which expires September 30, 2021, as set forth below.

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 renew the AGREEMENT and any Amendments thereto for a term of October 1, 2021, and ending September 30, 2022. The AGREEMENT and all Amendments are hereby incorporated into this paragraph.
3. 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 renewed herein.

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND PAVEMENT TECHNOLOGY, INC. FOR
ROADWAYS AND PARKING LOT MAINTENANCE [ASPHALT REJUVENATING AGENT
"RECLAMITE" SERVICES]
RFP #18P-024**

IN WITNESS WHEREOF, said SLCDD has caused this Renewal to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said SLCDD, and PAVEMENT TECHNOLOGY, INC. has caused this Renewal 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**

By: _____

Print Name

Print Title

Date

Attest

PAVEMENT TECHNOLOGY, INC.

By: _____

Print Name

Print Title

Date

Attest

PROPOSAL FORM for RFP #18P-024

Service Type and Project Size:		Proposal Price																																																																																									
		0 - 15,000 (SQ YD)	15,001 - 30,000 (SQ YD)																																																																																								
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d.	Curb Line Mill & Overlay 7'	No Bid	No Bid																																																																																								
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a.	Reclamite	\$0.92/sq. yd.	\$0.88/sq. yd.																																																																																								
<table border="1"> <thead> <tr> <th></th><th>Service Type</th><th>Unit of Measure</th><th>Proposal Price</th></tr> </thead> <tbody> <tr> <td colspan="4">4. Striping (Paint & Glass Bead) LF pricing for projects up to 500LF</td></tr> <tr> <td>a.</td><td>4" Road line Marking</td><td>LF</td><td>No Bid</td></tr> <tr> <td>b.</td><td>6" Road line Marking</td><td>LF</td><td>No Bid</td></tr> <tr> <td>c.</td><td>Parking Space lines</td><td>LF</td><td>No Bid</td></tr> <tr> <td>d.</td><td>24" Stop Bars²</td><td>LF</td><td>No Bid</td></tr> <tr> <td>e.</td><td>Complete Handicap Spaces</td><td>EA</td><td>No Bid</td></tr> <tr> <td>f.</td><td>Large Arrows</td><td>EA</td><td>No Bid</td></tr> <tr> <td>g.</td><td>Small Arrows</td><td>EA</td><td>No Bid</td></tr> <tr> <td>h.</td><td>18" Crosswalks</td><td>LF</td><td>No Bid</td></tr> <tr> <td>i.</td><td>24" Crosswalks</td><td>LF</td><td>No Bid</td></tr> <tr> <td>j.</td><td>6" White Edge Line Striping</td><td>LF</td><td>No Bid</td></tr> <tr> <td>k.</td><td>6" Yellow Edge Line Striping</td><td>LF</td><td>No Bid</td></tr> <tr> <td>l.</td><td>6" White Center Lane Skip Lines</td><td>LF</td><td>No Bid</td></tr> <tr> <td>m.</td><td>6" Double Yellow Center Lane Solid Lines</td><td>LF</td><td>No Bid</td></tr> <tr> <td>n.</td><td>Traffic Diamonds</td><td>EA</td><td>No Bid</td></tr> <tr> <td>o.</td><td>Mobilization¹</td><td>LS</td><td>No Bid</td></tr> <tr> <td colspan="4">5. Striping (Thermoplastic& Glass Bead) LF pricing for projects up to 500LF</td></tr> <tr> <td>a.</td><td>4" Road line Marking</td><td>LF</td><td>No Bid</td></tr> <tr> <td>b.</td><td>6" Road line Marking</td><td>LF</td><td>No Bid</td></tr> <tr> <td>c.</td><td>Parking Space lines</td><td>LF</td><td>No Bid</td></tr> <tr> <td>d.</td><td>24" Stop Bars²</td><td>LF</td><td>No Bid</td></tr> </tbody> </table>					Service Type	Unit of Measure	Proposal Price	4. Striping (Paint & Glass Bead) LF pricing for projects up to 500LF				a.	4" Road line Marking	LF	No Bid	b.	6" Road line Marking	LF	No Bid	c.	Parking Space lines	LF	No Bid	d.	24" Stop Bars ²	LF	No Bid	e.	Complete Handicap Spaces	EA	No Bid	f.	Large Arrows	EA	No Bid	g.	Small Arrows	EA	No Bid	h.	18" Crosswalks	LF	No Bid	i.	24" Crosswalks	LF	No Bid	j.	6" White Edge Line Striping	LF	No Bid	k.	6" Yellow Edge Line Striping	LF	No Bid	l.	6" White Center Lane Skip Lines	LF	No Bid	m.	6" Double Yellow Center Lane Solid Lines	LF	No Bid	n.	Traffic Diamonds	EA	No Bid	o.	Mobilization ¹	LS	No Bid	5. Striping (Thermoplastic& Glass Bead) LF pricing for projects up to 500LF				a.	4" Road line Marking	LF	No Bid	b.	6" Road line Marking	LF	No Bid	c.	Parking Space lines	LF	No Bid	d.	24" Stop Bars ²	LF	No Bid
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k.	6" Yellow Edge Line Striping	LF	No Bid
l.	6" White Center Lane Skip Lines	LF	No Bid
m.	6" Double Yellow Center Lane Solid Lines	LF	No Bid
n.	6" Thermoplastic Grinding/Removal	LF	No Bid
o.	Traffic Diamonds	EA	No Bid
p.	Mobilization ¹	LS	No Bid
6. Cut and Patch			
a.	Repairs - Cut & Patch 1.5"	SQ YD	No Bid
7. Miscellaneous (as required items)			
a.	Adjust Manholes & Valves	EA	No Bid
b.	Rubber Tire Rolling of Micro Surfaced Areas	SQ YD	No Bid
c.	Prep-work (per specifications, per project)	EA	No Bid
d.	Nighttime Premium ³	-	
Will your firm be able to provide a local representative for warranty issues on an "as needed basis" (Within a 60 miles radius of the District)? Where is service available?		Yes. Chris Evers 5542 57th Way Vero Beach, FL 32967	
Indicate any and all manufacturer and/or provider warranties for the materials proposed. You may attach separate sheets if necessary. A minimum one (1) year warranty for all materials and labor is required.		Please see attached.	
Please provide approximate lead time for services from receipt of District purchase order.		90 days after issuance of a Purchase Order.	

¹ One Time Charge, Per Project, During "Normal" operating hours² To include "STOP" prior to bar when no sign is present³ One Time Charge, Per Project, Outside "Normal" operating hours**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.
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- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.


EXHIBIT "A"

"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 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."

Susan J. Durante, Secretary/Treasurer

Authorized Agent Name, Title (Print)

 8/16/18
Authorized Signature Date

Name of Proponent's Firm:

Pavement Technology, Inc.

This document must be completed and returned with your Submittal

EXHIBIT "A"

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND TRI-STATE ASPHALT CORPORATION FOR
ROADWAYS AND PARKING LOT MAINTENANCE [STRIPING – PAINT & GLASS BEAD
AND CUT & PATCH SERVICES]
RFP #18P-024**

THIS RENEWAL is entered into this 10th day of May 2021, by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and TRI-STATE ASPHALT CORPORATION (CONTRACTOR), whose mailing address is 703 Carpenter Avenue, Leesburg, FL 34748.

RECITALS

WHEREAS, SLCDD and CONTRACTOR entered into Agreement RFP #18P-024 for Roadways and Parking Lot Maintenance [Striping – Paint & Glass Bead and Cut & Patch Services] (AGREEMENT) for properties such as those owned or operated by SLCDD, dated October 18, 2018; and

WHEREAS, SLCDD and CONTRACTOR entered into Renewal One to the AGREEMENT dated September 3, 2019; and

WHEREAS, SLCDD and CONTRACTOR desire to renew the existing AGREEMENT which expires September 30, 2021, as set forth below.

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 renew the AGREEMENT and any Amendments thereto for a term of October 1, 2021, and ending September 30, 2022. The AGREEMENT and all Amendments are hereby incorporated into this paragraph.
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**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND TRI-STATE ASPHALT CORPORATION FOR
ROADWAYS AND PARKING LOT MAINTENANCE [STRIPING – PAINT & GLASS BEAD
AND CUT & PATCH SERVICES]
RFP #18P-024**

IN WITNESS WHEREOF, said SLCDD has caused this Renewal to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said SLCDD, and TRI-STATE ASPHALT CORPORATION has caused this Renewal 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**

By: _____

Print Name

Print Title

Date

Attest

TRI-STATE ASPHALT CORPORATION

By: _____

Print Name

Print Title

Date

Attest

PROPOSAL FORM for RFP #18P-024

Service Type and Project Size:		Proposal Price	
		0 - 15,000 (SQ YD)	15,001 - 30,000 (SQ YD)
1. Mill and Overlay			
a.	Mill & Overlay 1"		
b.	Mill & Overlay 1.5"		
c.	Curb Line Mill & Overlay 3'		
d.	Curb Line Mill & Overlay 7'		
e.	Overlay 1"		
f.	Overlay 1.5"		
g.	Mobilization ¹		
2. Micro Surfacing			
a.	Double Micro surfacing		
b.	Cape Seal		
c.	Crackfill (per gallon)	gal	gal
d.	Mobilization ¹		
3. Asphalt Rejuvenating Agent			
a.	Reclamite		
	Service Type	Unit of Measure	Proposal Price
4. Striping (Paint & Glass Bead) LF pricing for projects up to 500LF			
a.	4" Road line Marking	LF	.22
b.	6" Road line Marking	LF	.29
c.	Parking Space lines	LF	.20
d.	24" Stop Bars ²	LF	SEE DEVIATION
e.	Complete Handicap Spaces	EA	35.00
f.	Large Arrows	EA	24.00
g.	Small Arrows	EA	12.00
h.	18" Crosswalks	LF	.75
i.	24" Crosswalks	LF	1.40
j.	6" White Edge Line Striping	LF	.29
k.	6" Yellow Edge Line Striping	LF	.29
l.	6" White Center Lane Skip Lines	LF	.29
m.	6" Double Yellow Center Lane Solid Lines	LF	.29
n.	Traffic Diamonds	EA	10.00
o.	Mobilization ¹	LS	195.00
5. Striping (Thermoplastic& Glass Bead) LF pricing for projects up to 500LF			
a.	4" Road line Marking	LF	
b.	6" Road line Marking	LF	
c.	Parking Space lines	LF	

EXHIBIT "A"

d.	24" Stop Bars ²	LF	
e.	Complete Handicap Spaces	EA	
f.	Large Arrows	EA	
g.	Small Arrows	EA	
h.	18" Crosswalks	LF	
i.	24" Crosswalks	LF	
j.	6" White Edge Line Striping	LF	
k.	6" Yellow Edge Line Striping	LF	
l.	6" White Center Lane Skip Lines	LF	
m.	6" Double Yellow Center Lane Solid Lines	LF	
n.	6" Thermoplastic Grinding/Removal	LF	
o.	Traffic Diamonds	EA	
p.	Mobilization ¹	LS	
6. Cut and Patch			
a.	Repairs - Cut & Patch 1.5"	SQ YD	25.71
7. Miscellaneous (as required items)			
a.	Adjust Manholes & Valves	EA	SEE DEVIATION
b.	Rubber Tire Rolling of Micro Surfaced Areas	SQ YD	
c.	Prep-work (per specifications, per project)	EA	
d.	Nighttime Premium ³	-	495.00
<i>Will your firm be able to provide a local representative for warranty issues on an "as needed basis" (Within a 60 miles radius of the District)? Where is service available?</i>		YES	
<i>Indicate any and all manufacturer and/or provider warranties for the materials proposed. You may attach separate sheets if necessary. A minimum one (1) year warranty for all materials and labor is required.</i>		1 YEAR MATERIAL/WORKMANSHIP	
<i>Please provide approximate lead time for services from receipt of District purchase order.</i>		2 WEEKS	

¹ One Time Charge, Per Project, During "Normal" operating hours

² To include "STOP" prior to bar when no sign is present

³ One Time Charge, Per Project, Outside "Normal" operating hours

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. The price shall include all labor, equipment and materials and shall be F.O.B. destination. All prices shall remain firm for the life of the contract.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

EXHIBIT "A"

"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 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."

KEITH DAVIS, VICE PRESIDENT
Authorized Agent Name, Title (Print)


Authorized Signature

8/16/2018
Date

Name of Proponent's Firm:

TRI-STATE ASPHALT CORP

This document must be completed and returned with your Submittal

EXHIBIT "A"

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Proposer must sign the appropriate statement below as applicable.

- () Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature and Date: _____

- (X) Proposer takes exceptions to terms, conditions, requirements or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm: Tri-State Asphalt Corp

Signature and Date: _____

8/16/2018

24" STOP BARS TO BE PAINTED AT \$1.40 PER LF. "STOP" STENCIL \$24 EACH

MANHOLES & VALVE ADJUSTMENT TO BE PRICED PER JOB

Proposer should note that any exceptions taken from the stated terms and/or specifications may, but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are _____ additional pages.

Name of Proponent's Firm:

TRI-STATE ASPHALT CORP

This document must be completed and returned with your Submittal

EXHIBIT "A"



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Mark LaRock, Purchasing Director; Kathy Godfrey, Buyer

DATE: 5/10/2021

SUBJECT: **Award of Invitation to Bid (ITB) #21B-021 Pool Renovation, Resurfacing and Reconditioning for Various District Recreation Centers**

ISSUE:

Review and approval to present a recommendation of award for Invitation to Bid (ITB) #21B-021 Pool Renovation, Resurfacing and Reconditioning for Various District Recreation Centers (*PWAC Consideration Item*)

ANALYSIS/INFORMATION:

On March 9, 2021, staff issued ITB #21B-021 Pool Renovation, Resurfacing and Reconditioning for Various District Recreation Centers. The pool renovations will include, but are not limited to; pressure testing the pool plumbing to make sure plumbing is in good repair, draining the pool, undercutting the existing pool tile, chipping away all loose aggregate, inspecting pools for soft/hollow spots, and the repairs of soft/hollow spots. The pool shell will be completely resurfaced, pool tiles removed and the pool retiled, all water line depth marker tiles removed and replaced, Bond Kote applied to the pool surface, and the demolition, removal and replacement of all deck channel drains. Caulking will be removed around the pool coping and new caulking applied, removal and replacement of cracked or broken deck pavers, and the deck paver surface will be sanded and sealed with two (2) coats of sealer. Once the renovation has been completed, the pool will be refilled and chemically balanced. Pool gutter drains and pool lights shall be replaced on an as needed basis. This expanded scope of work was designed to extend the service life, look, feel and functionality of the District pools.

Per pool costs are based on all services listed in the scope of work included in the ITB documents (see attached backup material). However, costs may be less based on the exact requirements for each pool which will be determined by District Property Management staff.

Multiple suppliers were listed as Supplemental Suppliers and were notified of the Solicitation through the DemandStar system, and a Pre-bid On-site Conference was held with five (5) suppliers attending. Two (2) suppliers submitted bids. Pool Control, Inc. was determined to be the lowest, most responsive and responsible bidder (Exhibit A). Pool Control Inc. has completed the pool renovations on the La Hacienda

sports pool and the Paradise family pool, and currently maintains all pools throughout the District. Staff has checked references provided by Pool Control, Inc. and positive responses were received.

The award was based on the lowest bid total for the six (6) pool sizes using the complete scope of services. All work to be determined and scheduled by DPM staff. Upon Board approval, the per pool pricing (Exhibit A) shall remain fixed and firm for the initial term of the contract from June 1, 2021 to September 30, 2024 with the option to renew for one (1) three (3) year term. The BID tabulation results are as follows:

Supplier	Bid Total *
Pool Control, Inc.	\$455,975.00
AuMiller Pools, LLC	\$876,800.00

*total of per pool prices were combined for award purposes only (see Exhibit A)

BUDGET IMPACT:

Approval of this contract provides unit pricing for any pool renovation, resurfacing, and reconditioning for the duration of this contract. The FY 2020-21 Budget includes \$44,200 in the Sumter Landing Amenities Division Fund for pool renovation, resurfacing, and reconditioning.

STAFF RECOMMENDATION:

Staff is requesting approval of award for ITB #21B-021 Pool Renovation, Resurfacing and Reconditioning for Various District Recreation Centers to Pool Control, Inc. at the per pool prices for the services as shown in Exhibit A.

MOTION:

Motion to approve award for ITB #21B-021 Pool Renovation, Resurfacing and Reconditioning for Various District Recreation Centers to Pool Control, Inc. at the per pool prices for the services as shown in Exhibit A and authorize the Chairman/Vice Chairman to sign the Agreement

ATTACHMENTS:

Description	Type
☐ Agreement BID 21B-021	Exhibit
☐ Exhibit A	Exhibit
☐ scope of work	Backup Material
☐ Contractor Totals	Backup Material

**AGREEMENT FOR SERVICES BETWEEN THE
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
POOL CONTORL, INC. FOR POOL RENOVATION, RESURFACING & RECONDITIONING
FOR VARIOUS DISTRICT RECREATION CENTERS
ITB #21B-021**

THIS AGREEMENT is made this 10th day of May 2021, 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 "SUPPLIER"), 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 pool renovation, resurfacing and reconditioning and wishes to enter into an agreement with a party capable of providing such services; and

WHEREAS, SUPPLIER provides said services and wishes to enter into an Agreement 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

- a. That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, SUPPLIER shall furnish all labor, services and equipment the for Pool Renovation, Resurfacing & Reconditioning, with the exception of specified District Furnished Materials, ITB #21B-021, hereinafter referred to as ITB. Specifications and other Agreement Documents, as defined in said ITB, and all other related documents cited in the above stated ITB 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. All work, material and labor shall be done in accordance with the plans and specifications as provided to SUPPLIER for the ITB and all incidental and necessary work thereto.

2. PAYMENT

- a. 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 as provided for in Exhibit "A" to this Agreement.
- b. Invoices shall be submitted via email to accountspayable@districtgov.org no later than the first of the month for the services performed the preceding month. Payment by the DISTRICT will made no later than twenty (20) days after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- c. Payment by the DISTRICT will made no later than twenty-five (25) days after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- d. If payment is not made by the DISTRICT to the SUPPLIER within twenty-five (25) days, SUPPLIER may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.
- e. 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. AGREEMENT DOCUMENTS

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

- a. Invitation To Bid
- b. Instructions, Terms, and Conditions
- c. Bid Form(s)
- d. Wildlife Habitat Management Plan (if applicable)
- e. Supplier's Certification
- f. Insurance Requirements
- g. Statement of Terms and Conditions
- h. Supplier Certification Regarding Scrutinized Companies' List
- i. Drug Free Workplace Certificate
- j. Anti-Collusion Statement
- k. References & Similar Projects Form
- l. W9
- m. E-Verify Supplier/Subcontractor Affidavit
- n. Scope of Work / Specifications
- o. Agreement
- p. Permits / Licenses
- q. All ITB Addenda Issued Prior to SOLICITATION Opening Date
- r. All Modifications and Change Orders Issued
- s. Notice of Award / Notice to Proceed

4. TERM

The initial term of this Agreement shall be June 1, 2021 through September 30, 2024, with the option to renew for one (1) three (3) year period. Following completion of the initial term, the renewal period shall automatically occur on October 1 of the renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement. At a minimum of six (6) months prior to the end of the initial term, SUPPLIER may submit a request in writing to their District Representative to justify an increase or decrease to the current awarded pricing to become effective for the following October 1. Any agreed upon negotiated price change shall remain firm for the remainder of the one (1) three (3) year renewal term. No increase will exceed 3%.

5. INSURANCE

- a. **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 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 SUPPLIER may use in connection with this ITB. 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 ITB, SUPPLIER 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. SUPPLIER and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. SUPPLIER must provide certificate of insurance showing Worker's Compensation coverage.

f. Certificate(s) shall be dated and show:

- i. The name of the insured SUPPLIER, the specified job by name and/or ITB 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. SUPPLIER 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.

6. SUPPLIER'S AFFIDAVIT

When all work contemplated by the Agreement has been completed inspected and approved by the DISTRICT, the SUPPLIER shall furnish to the DISTRICT the SUPPLIER'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.

7. WARRANTY

The SUPPLIER 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 SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- a. If applicable, all installed landscape material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.
- b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall be begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.

8. SELF HELP BY DISTRICT

- a. Within three (3) calendar days (72 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 three (3) day 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.

- b. 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.
- 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 SUPPLIER in default in accordance with applicable provisions of the Agreement.
- d. SATISFACTORY PERFORMANCE
 - i. It is estimated that the frequency and guidelines set forth in this Scope of Work 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 Agreement shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.
 - ii. Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated through 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.

9. TERMINATION BY THE DISTRICT FOR CAUSE

- 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 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 Agreement is terminated, and the date the termination becomes effective.
- b. After receipt of a Notice of Termination, and except as otherwise directed, SUPPLIER shall:
 - i. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
 - ii. 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.
 - iii. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - iv. 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.
 - v. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
- c. After receipt of a Notice of Termination, SUPPLIER shall submit to DISTRICT the 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.

- d. 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 Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.
- e. 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.

10. GENERAL CONDITIONS:

- a. SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.
- b. If applicable, SUPPLIER must maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Risk Management Department; however, the SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.
- c. The obligations of the SUPPLIER 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.
- d. 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.
 - i. 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.
- e. 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 Agreement or on a tort, as the agent, servant or employee of the DISTRICT.
- f. These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matters of this Agreement. 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 Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- g. No amendment to this Agreement or the performance contemplated hereunder shall be effective except those agreed to in writing and signed by both of the parties to this Agreement. 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.

- h. SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations. SUPPLIER shall remove or contract for the removal of debris in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. SUPPLIER 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 SUPPLIER shall provide SUPPLIER'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 SUPPLIER is strictly prohibited.
- i. SUPPLIER 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.
- j. SUPPLIER 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 SUPPLIER. When on DISTRICT property a failure to fully comply with this section will result in penalties up to and including Agreement termination.
- k. SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while SUPPLIER performs services on the DISTRICT's property. SUPPLIER 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 SUPPLIER's employees.
- l. SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

11. SUPPLIER'S REPRESENTATIONS SUPPLIER makes the following representations:

- a. SUPPLIER has familiarized himself/herself 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. SUPPLIER declares that he/she has visited and examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done, that he/she has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to their submittal, and that SUPPLIER has satisfied itself relative to the work to be performed.
- c. SUPPLIER 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. SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.
- e. 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 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: 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 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 SUPPLIER 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 SUPPLIER to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the SUPPLIER to perform work pursuant to the Agreement with the DISTRICT. (<http://www.uscis.gov/e-verify>) Additionally, the SUPPLIER 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 SUPPLIER 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 SUPPLIER, 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 Bidders list following a conviction for a public entity crime may not submit a bid on an agreement 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, 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 Respondent list.
- i. Public Records Act/Chapter 119 Requirements: SUPPLIER 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:
- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 - Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - 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
 - 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 Agreement 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@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
DEVELOPMENT DISTRICT

POOL CONTROL, INC.

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest



Terry W. Miller

President

04.21.2021



Karen Gibbons

**Pool Renovation, Resurfacing & Reconditioning for
Various District Recreation Centers**

ITB #21B-021

BID FORM

Village Center Community Development District
Sumter Landing Community Development District

**Pool Renovation, Resurfacing & Reconditioning for Various District Recreation
Centers**

ITB #21B-021

ITEM	DESCRIPTION Renovation, Resurfacing & Reconditioning	Pool Capacity (Approx. Gallons)	UNIT	AMOUNT TOTAL
Regional Recreation Center "Sports Pools"				
1	Sports Pool 1	115,000	LS	\$84,175.00
2	Sports Pool 2	135,000	LS	\$87,500.00
3	Sports Pool 3	154,000	LS	\$89,225.00
4	Sports Pool 4	188,000	LS	\$100,000.00
Village and/or Neighborhood Recreation Center Pools				
5	Pool 5	26,000-30,000	LS	\$45,300.00
6	Pool 6	49,000-50,000	LS	\$49,775.00
BID TOTAL				\$455,975.00

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications, with the exception of District Furnished Materials, as outlined in this document. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References. **The Bid Total is the only pricing that shall be utilized for bid award.**
- 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 District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"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 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."

Terry W. Miller, President
Authorized Agent Name, Title

Authorized Signature

Date

Name of Bidder's Firm:

Pool Control Inc.

**Village Community Development Districts
Purchasing Department**

EXHIBIT A

EXHIBIT A

ADDITIONAL IF NEEDED SERVICES (Required but not part of Bid Award)

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Pool Light Removal and Replacement	LS	\$900.00
2	Marcite Void Filling for Areas >20%	HR	\$ 65.00
		Sq Ft	\$ 30.00
Work as Required by Deck Surface:			
3	Paver Removal and Leveling	HR	\$ 65.00
4	Paver Removal, Replacement, Leveling & Sand Grouting (Labor & materials – Not to Include the cost of Brick Paver Material)	*HR	\$ 65.00
5	Brick Coping Removal, Replacement with New and Leveling (Labor & materials - Not to Include the cost of Brick Coping Material)	*HR	\$ 65.00
Specialty Services: AS REQUIRED - Not Specifically Specified Otherwise			
6	Plumbing Related Labor (not to Include the Cost of Plumbing Supplies & Materials)	HR	\$ 65.00
7	Electrician Related Labor (not to Include the Cost of Electrical Supplies & Materials)	HR	\$ 65.00
8	Other Laborer	HR	\$ 65.00
9	Optional Sports Pool Enhanced Hardware Layout (Retrofit Configuration – Sports Pools Only – See Exhibit "N")	Job	TBD – See Exceptions Page 7
10	Electrical Materials and Supplies markup %	%	20%
11	Plumbing Materials and Supplies markup %	%	20%

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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, President, Owner
Authorized Agent Name, Title

Terry W. Miller 4-5-21
Authorized Signature Date

Pool Control Inc.

**Village Community Development Districts
Purchasing Department**

EXHIBIT A

**Pool Renovation, Resurfacing & Reconditioning for
Various District Recreation Centers**

ITB #21B-021

BID FORM

Village Center Community Development District
Sumter Landing Community Development District

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Centers**

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Terry W. Miller, President
Authorized Agent Name, Title


Authorized Signature

4-5-21
Date

Name of Bidder's Firm:

Pool Control Inc.

**Village Community Development Districts
Purchasing Department**

EXHIBIT A

EXHIBIT A

ADDITIONAL IF NEEDED SERVICES (Required but not part of Bid Award)

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		Sq Ft	\$ 30.00
Work as Required by Deck Surface:			
3	Paver Removal and Leveling	HR	\$ 65.00
4	Paver Removal, Replacement, Leveling & Sand Grouting (Labor & materials – Not to Include the cost of Brick Paver Material)	*HR	\$ 65.00
5	Brick Coping Removal, Replacement with New and Leveling (Labor & materials - Not to Include the cost of Brick Coping Material)	*HR	\$ 65.00
Specialty Services: AS REQUIRED - Not Specifically Specified Otherwise			
6	Plumbing Related Labor (not to Include the Cost of Plumbing Supplies & Materials)	HR	\$ 65.00
7	Electrician Related Labor (not to Include the Cost of Electrical Supplies & Materials)	HR	\$ 65.00
8	Other Laborer	HR	\$ 65.00
9	Optional Sports Pool Enhanced Hardware Layout (Retrofit Configuration – Sports Pools Only – See Exhibit "N")	Job	TBD – See Exceptions Page 7
10	Electrical Materials and Supplies markup %	%	20%
11	Plumbing Materials and Supplies markup %	%	20%

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications, with the exception of District Furnished Materials, as outline in this document. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the BidTotal and Contractor's References. **The Bid Total is the only pricing that shall be utilized for bid award.**
- 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 District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"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 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."

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

Terry W. Miller 4-5-21
Authorized Signature Date

Pool Control Inc.

**Village Community Development Districts
Purchasing Department**

EXHIBIT A

SCOPE OF SERVICES

The Village Community Development Districts is requesting bids for Pool Renovation, Resurfacing & Reconditioning for Various District Recreation Centers. Qualified firms wishing to respond for ITB #21B-021 Pool Renovation, Resurfacing & Reconditioning for Various District Recreation Centers must provide all labor, services, equipment and materials described in this document, whether directly or through sub-contractors/sub-consultants. This does not, however, limit the use of sub-contractors or sub-consultants. Contractors shall provide a "Turn-key" job.

It is the intent of these General Conditions / Specifications / Bid Package to describe a complete project fully acceptable to the District. Even though certain details may have been unintentionally omitted, the Contractor shall nonetheless perform all work necessary to complete the project to the highest industry standards and acceptable to the District.

Successful Supplier will be responsible for all work according to the attached plans to include all materials, labor, and permitting required to complete the project in a timely and professional manner.

Successful Supplier and any subcontractors will be required to attend a pre-construction meeting after the bid award is approved by the District and the Agreement has been executed by all parties.

The initial term of this Agreement shall be June 1, 2021 through September 30, 2024, with the option to renew for one (1) three (3) year period. Following completion of the initial term, the renewal period shall automatically occur on October 1 unless either party provides a minimum ninety (90) day written notice of non-renewal. **The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement.** At a minimum of six (6) months prior to the end of the initial term, SUPPLIER may submit a request in writing to the DISTRICT to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. Any agreed upon negotiated price change shall remain firm for the remainder of the one (1) three (3) year renewal term. No increase will exceed 3%.

SCOPE OF WORK

It is the intent of these specifications to describe a complete scope of services fully acceptable to the District. Even though certain details may have been unintentionally omitted, the Contractor shall nonetheless perform all work necessary to complete the project to the highest industry standards and acceptable to the District.

During the bidding process the Supplier shall examine the bid plans and existing conditions to achieve a thorough working knowledge of the projects prior to submitting a bid. Any labor, services, materials, or equipment that reasonably may be inferred in the solicitation document or from prevailing customary work procedures to produce the indicated result will be provided whether or not specifically called for in the documents at no additional cost to the District. Clarifications and interpretations of the Contract Documents shall be issued by the District as requested.

Work on the pool renovation, resurfacing and reconditioning contract will begin upon District Board approval and Contractor's receipt of Notice to Proceed. All work is to be determined by District Property Management. Each Renovation, Resurfacing and Reconditioning Project is to be completed within a total of 30 calendar days of scheduled start date for Village and Neighborhood Pools and 60 calendar days for Regional (Sports) Pools. All Renovation, Resurfacing and Reconditioning Projects may be performed concurrently. The completion dates may be extended due to unforeseen circumstances with the approval of the District.

Pool size, dimensions and usage classification is based on collocation with either Regional, Village or Neighborhood Recreation Centers. In general, all Regional Recreation Centers have identical pool designs and all Village and Neighborhood Recreation Centers have very similar pool designs.

Regional Recreation Center "Sports" Pools: Regional Recreation Centers (RRC) are larger "SPORTS" Pools with Swim Lanes and hardware (to facilitate Water Polo, Water Volleyball and other Recreational Water Sports activities). RRC Sports Pools are square shaped and the pool measures approximately 75' long by 72' wide. The pool depth ranges three (3) to five (5) feet and holds approximately 154,000 gallons. The pool deck is comprised of brick pavers surrounding the pool, which is approximately 98' X 107' (inclusive of pool dimensions) feet with 4" NDS deck channel drain. Sports Pools have marked swim names. Some RRC pool vary in size/depth and range from 115,000 gallons to 188,000 gallons.

Village and Neighborhood Recreation Center Pools: Village (VRC) and Neighborhood (NRC) Recreation Centers are smaller rectangular shaped pools, and the pools measures approximately: 43' long by 23' wide. The swimming pool depth ranges three (3) to five (5) feet and holds approximately 50,000 gallons. The pool deck is comprised of brick pavers surrounding the pool, which is approximately 56' X 82' (inclusive of pool dimensions) feet with 4" NDS deck channel drain. Some VRC/NCR pools vary in size/depth and range from 29,500 gallons to 50,000 gallons.

***CONTRACTOR WILL PERFORM THE FOLLOWING WORK SPECIFIC TO EACH
LOCATION: as requested by DPM***

- Unless specified otherwise, all material, color and finish to be chosen by District Property Management (DPM). District (DPM) to approve all materials in advance of application.
- Pool plumbing will be pressure tested to confirm it is in good repair.
- Drain the Swimming Pool. **Always refer to and follow manufacturer shutdown for exact procedures to safeguard pool and associated pool filtration system.**
- Undercut existing pool tile, around all pool lights and all returns (Any damaged tile, lights, or returns shall be replaced at the contractor's expense). Complete saw cuts will be made adjacent to the existing tile, fittings, and other built-ins for pools. Chip Swimming Pool of any and all loose aggregate up to 20% margin of the interior. Existing surfaces for pools will be chipped back to allow new finish a flush fit.
- Inspect pool for soft/hollow spots, loose aggregate and repair any areas beyond 20% (If found, the area MUST be documented on paper and by photo, and submitted to District (DPM) for prior approval before proceeding with work).
- Any additional soft/hollow areas beyond 20% shall be repaired at a pre-determined unit price per square foot or labor hour, provided by the Contractor to District (DPM).
- Grind swimming pool skimmer down of the old finish and re-plaster.
- Complete resurfacing of the pool shell with exposed aggregate pool finish, Florida Gem in the color of Sky Blue (unless specified otherwise by the District) using manufacturer's specifications to ensure smooth pool walls and bottom surface (i.e. flush with tiles).
- Remove tile from pool. Strip off all existing plaster to solid gunite material, and haul away all debris.
- Remove and Replace all waterline tile with similar glass based tile utilizing chemical resistant grout in pool, colors to be chosen by the District to match with best current available tile. The glass tile must be able to withstand years of cleaning due to its durability, and will accent the water and pool aesthetics with its light reflecting properties.
- Remove all 6 X 6 smooth water line depth marker tiles and replace with new. Install tile and depth markers (corrected depth) with chemical resistant grout per code in waterline and on deck around main pool, colors to be chosen by the District.
- Install new nonskid swimming pool cap tile, colors to be chosen by the District.
- Bond Kote shall be applied to the entire swimming pool surface (walls and bottom) per manufacturer's specifications and best industry standards.
- Install "No Diving" and corrected "depth" markers on deck, sized to code around pool, as required.
- Install 2" non-slip tile trim with chemical resistant grout on entry steps in pool, per code requirements and match existing color and style.
- Install tile trim, color to be chosen by the District, around main drains and inlets in pool, use chemical resistant grout.
- Demo and Remove all deck channel drains. Replace all deck channel drains with new NDS 4" screwless deck channel drains in white color or match existing channel drain size and color.
- Remove & replace existing gutter drains as required, based on age and condition. Level gutter on pool to code standards, install new gutter pool tiles around pool.
- Remove existing and apply new caulking around pool coping and deck.
- Remove and Replace floor inlet covers.
- Remove and Replace pool lights with new, as required based on condition, age and assessment, to match existing style and functionality of existing pool light fixtures. District (DPM) Supervisor must approve all replacements lights.

- Replace all existing (if present) lane line tiles and wall target tiles in color black tile (Sports Pools Only).
- Replace stainless steel sports hooks, stanchions sockets and anchors, if present and as required based on condition, age and assessment. (Sports Pools Only).
- Remove Deck Pavers as required, filling voids, tamp and level with minimal slope to deck drains to ensure a level appearance with appropriate drainage and re-install existing pavers. Contractor shall be responsible to replace/repair any damaged/broken pavers during removal/re-install at the Contractor's expense.
- Demo and remove damaged, cracked and broken Deck Pavers, as required, filling voids, tamp and level with minimal slope to deck drains to ensure a level appearance with appropriate drainage and install New Deck Pavers to match existing pavers. If exact match not available, colors to be chosen by the District.
- Sand and Seal entire deck paver surface area (2 coats of sealer required).
- Bring pool to current State codes.
- Clean, refill, and chemically balance to current state codes, bringing water to 81 degrees.
- Perform startup of all applicable mechanical pool equipment to ensure fully functional.
- Clean out plaster debris; brush/maintain new finish as necessary to facilitate smooth blemish-free finish, based on manufacturer recommendations, at least a minimum of 14 days.
- **Always refer to and follow manufacturer startup and maintenance for exact procedures. Contract shall provide startup and maintenance plan to DPM Supervisor prior to performing startup procedures which outlines startup procedures, initial pool maintenance and chemical balance requirements.**
- All demolition required to complete the project shall be the responsibility of the Contractor. Contractor shall protect any adjacent property as required. Contractor is responsible for all repairs of damage to District standards.
- Any grass and landscaping damaged at the project site by Contractor shall be repaired to District Standards. Contractor is responsible for all repairs of damage to District standards.
- A staging site will be supplied for parking of equipment, workman parking, for storing materials and supplies and for debris containers. The staging site must be adequately protected from any potential damage caused by any of the aforementioned, concrete, asphalt and structure of any kind.
- All areas are to be kept safe for workers and residents. Contractor is responsible for initiating, maintaining and supervising all safety precautions in accordance with all safety laws and regulations at the project site. Appropriate construction signage with penalties for trespass of non-construction visitors are to be posted.
- All material and products shall be mixed and applied in strict conformance to the manufacturer's instructions or the requirements of the specifications, whichever requirements are more stringent. All processes, systems, and procedures shall be executed in strict conformance to the manufacturer's instructions, the highest industry standards, or the specifications, whichever requirements are more stringent.
- Contractor shall have all current local, state and federal licenses as required to perform the work.
- Contractor shall be responsible for obtaining all necessary permits, inspections, tests and/or approvals.
- Notify District (DPM) upon completion for inspection with designated District (DPM) Supervisor.
- **Contractor is responsible for all utility locates.** All repairs of damage to utilities not properly located are the responsibility of the Contractor. It is the contractor's responsibility to identify any overhead and underground utilities, or any pre-existing conditions, that may impact construction, and avoid said utilities, etc. during the course of construction. The contractor is responsible for any repairs and/or damages to said utilities, etc., and should hold full responsibility for the cost of said repairs and/or damages.
- Contractor will be responsible for demolition and construction according to the specification contained herein to include all materials, labor, and the permitting required to complete the project in a timely and professional manner.
- The Contractor may subcontract certain procedures or operations with the written approval of District (DPM). Proof of proper licensing and insurance to be provided upon request. The Contractor is held responsible for any work performed by any subcontractor engaged.

**Pool Renovation, Resurfacing & Reconditioning for
Various District Recreation Centers**

ITB #21B-021

- Parking of construction employees will be designated and discussed during the pre-construction meeting. Contractors May only park in designated areas.
- Pools shall be closed during construction. Work hours are 7:00 am to 7:00 pm, Monday-Saturday. Contractor will not be expected to work weekends; however, this facility will be available for Saturday and Sunday work if desired.
- All other labor, materials, tools, product or equipment not specifically outlined above, is the responsibility of the contractor to provide.
- No Landscaping on this Bid.

Totals by Contractor for RFP #21B-021 Pool Renovations, Resurfacing & Reconditioning

Description	Approximate gallons	Pool Control, Inc.	AuMiller Pools, LLC
Sports Pool 1	115,000	\$84,175.00	\$150,900.00
Sports Pool 2	135,000	\$87,500.00	\$173,050.00
Sports Pool 3	154,000	\$89,225.00	\$179,950.00
Sports Pool 4	188,000	\$100,000.00	\$196,250.00
Pool 5	26,000-30,000	\$45,300.00	\$85,200.00
Pool 6	49,000-50,000	\$49,775.00	\$91,450.00
PROPOSAL GRAND TOTAL		\$455,975.00	\$876,800.00

As Needed Services	Unit	Pool Control, Inc.	AuMiller Pools, LLC
Pool Light Removal and Replacement	LS	\$900.00	\$1,000.00
Marcite Void Filling for Areas >20%	HR	\$65.00	\$55.00
Marcite Void Filling for Areas >20%	SQFT	\$30.00	\$6.00
Paver Removal and Leveling	HR	\$65.00	\$55.00
Paver Removal, Replacement, Leveling & Sand Grouting (Labor & materials – Not to Include the cost of Brick Paver Material)	HR	\$65.00	\$55.00
Brick Coping Removal, Replacement with New and Leveling (Labor & materials - Not to Include the cost of Brick Coping Material)	HR	\$65.00	\$55.00
Plumbing Related Labor (not to Include the Cost of Plumbing Supplies & Materials)	HR	\$65.00	\$85.00
Electrician Related Labor (not to Include the Cost of Electrical Supplies & Materials)	HR	\$65.00	\$135.00
Other Laborer	HR	\$65.00	\$55.00
Optional Sports Pool Enhanced Hardware Layout (Retrofit Configuration – Sports Pools Only)	Job	Exception & Deviation pg	\$12,500.00
Electrical Materials and Supplies markup %	%	20%	20%
Plumbing Materials and Supplies markup %	%	20%	20%



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Mark LaRock, Purchasing Director; Aaliyah Davis, Buyer

DATE: 5/10/2021

SUBJECT: **Award of Invitation to Bid (ITB) #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses**

ISSUE:

Review and approval of award for Invitation to Bid (ITB) #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses (*PWAC Consideration Item*).

ANALYSIS/INFORMATION:

On March 3, 2021 staff issued ITB #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses. Work for this project includes improvements and renovations to the Sweetgum and Sandhill Executive Golf Courses. This project includes; but is not limited to, new greens, examination and excavation of greens drainage lines, hand sprigging, and re-grassing of the course. Three (3) suppliers submitted bids. Landirr, Inc. was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A). Landirr, Inc. has worked for the District in the past successfully completing the following projects for Executive Golf: new practice greens at Key Largo and Chatham, greens renovation and tee/bunker enhancements at Kingfisher (Redfish, Tarpon Boil and Bonita Pass), and Audubon area repair at Belvedere. Staff has checked references provided by Landirr, Inc. and positive responses were received. Award was based on the following and the BID tabulation results are as follows:

Suppliers	Bid Total	Negotiated Bid Total
Landirr, Inc.	\$534,096.00	\$517,000.00
Westscapes, LLC.	\$562,770.00	N/A
Down to Earth, Inc.	\$708,956.00	N/A

BUDGET IMPACT:

The original budget for the Sweetgum and Sandhill renovations was \$500,000. A fund transfer has been processed for the additional \$17,000 using savings from a recently awarded maintenance contract.

STAFF RECOMMENDATION:

Staff is requesting approval of award for ITB #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses to Landirr, Inc. in the amount of \$517,000.00 for the project as shown in Exhibit A.

MOTION:

Motion to approve a request for award for ITB #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses to Landirr, Inc. in the amount of \$517,000.00 for the project as shown in Exhibit A, and authorize the Chairman/Vice Chairman to sign the Agreement.

ATTACHMENTS:

Description		Type
▣	SLCDD Agreement	Exhibit
▣	Exhibit A	Exhibit

**AGREEMENT FOR SERVICES BETWEEN SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT AND LANDIRR, INC. FOR GREENS RENOVATION AT
SWEETGUM AND SANDHILL EXECUTIVE GOLF COURSES
ITB #21B-020**

THIS AGREEMENT is made this 10th day of May, 2021, 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 **LANDIRR, INC.** (hereafter referred to as "SUPPLIER" and/or "CONTRACTOR"), whose address is 202 N Laurel Ave., Sanford, Florida 32771.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring renovations at the Sweetgum and Sandhill Executive golf courses, and wishes to enter into an Agreement with a party capable of providing suitable services; and

WHEREAS, SUPPLIER provides professional renovation services for properties such as those owned or operated by the DISTRICT, and wishes to enter into an Agreement 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 ITB #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses. Invitation to Bid (ITB) #21B-020 hereinafter referred to as ITB. Specifications and other Agreement Documents, as defined in said ITB, and all other related documents cited in the above stated ITB 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. All work and labor shall be done in accordance with the plans and specifications as provided to SUPPLIER in the ITB and all incidental and necessary work thereto.

2. AGREEMENT DOCUMENTS

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

- Invitation To Bid
- Instructions, Terms, and Conditions
- Bid Form(s)
- Wildlife Habitat Management Plan (if applicable)
- Bidder's Certification
- Insurance Requirements
- Statement of Terms and Conditions
- Supplier Certification Regarding Scrutinized Companies' List
- Drug Free Workplace Certificate
- Anti-Collusion Form
- References & Similar Projects Form
- W9
- Performance Bond Surety
- E-Verify Supplier/Subcontractor Affidavit
- Scope of Work / Specifications
- Agreement for Services
- Permits / Licenses
- All ITB Addenda Issued Prior to Bid Opening Date
- All Modifications and Change Orders Issued
- Notice of Award / Notice to Proceed

3. PAYMENT

- 3.1. In consideration of the work, labor, services and materials to be furnished by the SUPPLIER, in accordance with said plans and specifications, the DISTRICT agrees to pay the SUPPLIER, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of Five Hundred Seventeen Thousand and 00/100 Dollars (\$517,000.00) as evidenced by "Exhibit A" to this Agreement.
- 3.2. Invoices shall be submitted via email to accountspayable@DISTRICTgov.org no later than the first of the month for the services performed the preceding month. Payment by the DISTRICT will be made no later than twenty (20) 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 SUPPLIER within twenty (20) days, SUPPLIER 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 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.

4. TIME FOR PERFORMANCE:

- 4.1. Time is of the essence in the performance of this Agreement. 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 Agreement shall be done according to specifications and completed within 120 calendar days after obtaining Notice to Proceed, subject only to delays caused through no fault of the SUPPLIER. The CONTRACTOR specifically agrees that work will initiate on the greens and be completed within the first 30 days of operations following the Notice to Proceed.

5. LIQUIDATED DAMAGES:

- 5.1. 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.
- 5.2. 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.
- 5.3. The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Section 4 of this Agreement shall be Two Hundred Fifty and 00/100 Dollars (\$250.00) per day.

6. CONTRACTOR'S AFFIDAVIT:

- 6.1. When all work contemplated by the Agreement has been completed, inspected and approved by the DISTRICT, the SUPPLIER shall furnish to the DISTRICT the SUPPLIER'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.

7. WARRANTY:

- 7.1. SUPPLIER 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.

7.2. SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

7.2.1. If applicable, all installed landscape material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin upon receipt by the DISTRICT of substantial completion documents from the SUPPLIER.

7.2.2. All other labor and materials shall be under SUPPLIER warranty for a period of one (1) year, except for warranty on coating which shall be one (1) year on material and (1) year workmanship. Such warranty period shall begin upon receipt by the DISTRICT of substantial completion documents from the SUPPLIER.

8. CORRECTION OF WORK

8.1. SUPPLIER shall promptly correct work rejected by the DISTRICT or work failing to conform to the requirements of the Agreement and ITB Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The DISTRICT shall give written Notice of Correction promptly after discovery of the condition. If correction of work is observed prior to project completion, the correction must be completed at substantial completion.

8.2. During the Warranty periods if work is found to be noncompliant, DISTRICT shall submit a written Notice of Correction to SUPPLIER. Not to exceed 72 hours after receipt of Notice, SUPPLIER shall respond in writing with a plan of action. Upon successful completion of the work correction, DISTRICT will rescind the non-compliance with a written Notice of Acceptance which shall be signed by both parties.

8.3. SUPPLIER shall bear costs of correcting such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. The obligation under this paragraph shall survive the termination of this Agreement.

9. SELF HELP BY DISTRICT

9.1. Within seventy-two (72) hours after being notified by DISTRICT in writing 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 72 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.

9.1.1. 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.

9.1.2. 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.

9.2. Satisfactory Performance

9.2.1. It is estimated that the frequency and guidelines set forth in this Scope of Work 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 Agreement shall be based on these ITB/RFP specifications, as measured by the DISTRICT in its discretion.

- 9.2.2. The determination of satisfactory performance will be based upon the satisfactory appearance of the project/services, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the project/services will be reviewed on a daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the scope of services/technical specifications, if required, will be made.
- 9.2.3. Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated through 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.

10. TERMINATION BY THE DISTRICT FOR CAUSE

- 10.1. 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 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 Agreement is terminated, and the date the termination becomes effective.
- 10.2. After receipt of a Notice of Termination, and except as otherwise directed, SUPPLIER shall:
 - 10.2.1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
 - 10.2.2. 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.
 - 10.2.3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - 10.2.4. 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.
 - 10.2.5. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
- 10.3. After receipt of a Notice of Termination, SUPPLIER shall submit to DISTRICT the 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.
- 10.4. 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 Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.
- 10.5. 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.

11. INDEMNIFICATION:

- 11.1. To the fullest extent permitted by Florida Statute 725.06, SUPPLIER 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 SUPPLIER, 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.

12. **INSURANCE:** Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the Agreement the insurance listed below.
 - 12.1. 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 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/
 - 12.2. Automobile Liability Insurance covering all automobiles and trucks the SUPPLIER may use in connection with this ITB. 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.
 - 12.3. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
 - 12.4. Waiver of Subrogation: By entering into any Agreement as a result of this ITB, SUPPLIER agrees to a Waiver of Subrogation for each policy required above.
 - 12.5. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. SUPPLIER and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. SUPPLIER must provide certificate of insurance showing Worker's Compensation coverage.
 - 12.6. Certificate(s) shall be dated and show:
 - 12.6.1. The name of the insured SUPPLIER, the specified job by name and/or ITB number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - 12.6.2. 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.
 - 12.6.3. Subrogation of Waiver clause.
 - 12.6.4. 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.
 - 12.6.5. SUPPLIER 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.
 - 12.6.6. All insurance policies shall be written on companies authorized to do business in the State of Florida.
13. **GENERAL CONDITIONS:**
 - 13.1. SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

- 13.2. If applicable, SUPPLIER must maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Risk Management Department; however, the SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.
- 13.3. The obligations of the SUPPLIER 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.
- 13.4. 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.
 - 13.4.1. 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.
- 13.5. 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 Agreement or on a tort, as the agent, servant or employee of the DISTRICT.
- 13.6. These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matters of this Agreement. 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.
- 13.7. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 13.8. No amendment to this Agreement or the performance contemplated hereunder shall be effective except those agreed to in writing and signed by both of the parties to this Agreement. 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.
- 13.9. SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations. SUPPLIER shall remove or contract for the removal of debris in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. SUPPLIER 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 SUPPLIER shall provide SUPPLIER'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 SUPPLIER is strictly prohibited.
- 13.10. SUPPLIER 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.
- 13.11. SUPPLIER 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 SUPPLIER. When on DISTRICT property a failure to fully comply with this section will result in penalties up to and including Agreement termination.

- 13.12. SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while SUPPLIER performs services on the DISTRICT's property. SUPPLIER 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 SUPPLIER's employees.
- 13.13. SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
14. **SUPPLIER'S REPRESENTATIONS:** SUPPLIER makes the following representations:
 - 14.1. SUPPLIER has familiarized himself/herself 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.
 - 14.2. SUPPLIER declares that he/she has visited and examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done, that he/she has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to their submittal, and that SUPPLIER has satisfied itself relative to the work to be performed.
 - 14.3. SUPPLIER 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.
 - 14.4. SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.
 - 14.5. SUPPLIER declares that submission of a proposal/bid for the work constitutes an incontrovertible representation that the SUPPLIER 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.
 - 14.6. 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 Agreement.
 - 14.7. 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 SUPPLIER 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 SUPPLIER to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the SUPPLIER to perform work pursuant to the Agreement with the DISTRICT. (<http://www.uscis.gov/e-verify>) Additionally, the SUPPLIER 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 SUPPLIER 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 SUPPLIER, solely, will be responsible and liable for any violations and or penalties associated with such violation.
 - 14.8. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a bid on an agreement 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, 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 Respondent

list. SUPPLIER 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.

14.9. Public Records Act/Chapter 119 Requirements: SUPPLIER 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:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- 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
- 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 Agreement 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL
32162 PHONE: 352-751-3939
EMAIL: jennifer.farlow@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 **LANDIRR, 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**

By: _____

Print Name


Print Title

Date


Attest

LANDIRR, INC.


By:  _____


James M. ROBERTS

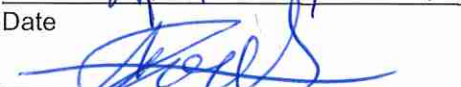
Print Name


President

Print Title


April 22, 2021

Date



Attest

"NEGOTIATED PRICING BID FORM"

ITB #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses

Greens and Collars/Approaches at Sweetgum Executive Golf Course

DESCRIPTION	Est. QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
All collar/approaches to be sod stripped at 1 ½ inch minimum depth at a width of 60 inches (5feet) from expected greens edge and into approach area and removed. (Spoils can be spread out at a certain locations on course and grinded up or taken back to golf maintenance shop area)	24,000	SF	0.31	7,440.00
All greens to be sod stripped at 1 ½ inch minimum depth and removed. (Spoils can be spread out at a certain locations on course and grinded up or taken back to golf maintenance shop area)	57,000	SF	0.39	22,230.00
Excavate 12+/- inches of root zone soil to sub floor of greens exposing the drain lines. (Soil material to be stored at maintenance shop area)	57,000	SF	0.78	44,460.00
Examine greens drainage lines. Blow/wash out, if needed.	1	UNIT	4,365	4,365.00
Replacement and/or repair of drainage lines, not to exceed \$1,500 linear feet (District will provide materials).	1,500	LF	0.97	1,455.00
Fill bottom 2 inches of greens cavity with granite drain rock (USGA specification) completely covering floor and drain lines.	57,000	SF	0.73	41,610.00
Fill 10+/- inches over drain rock with 85/15 (USGA specification) greens sand mix.	57,000	SF	2.23	127,110.00
Float greens surface to match existing contours and water in efficiently for light compaction. Adjust slopes or low areas for proper drainage and to avoid pockets of standing water, sand float contours accordingly and water in again for finish grade.	57,000	SF	0.10	5,700.00
Hand sprig greens with Certified TifGrand Bermuda grass at a 40BU/1000SF rate and cut-in two directions.	57,000	SF	0.29	16,530.00
Prep collar/approach areas and install sod on collars/approaches with Certified TifTuff Bermuda grass.	24,000	SF	0.53	12,720.00
Install sod in tie-in areas outside collars that were sprayed out with Certified Tifway 419 Bermuda grass.	2,000	SF	0.49	980.00
SWEETGUM EXECUTIVE GOLF COURSE SUBTOTAL				284,600.00

Greens and Collars/Approaches at Sandhill Executive Golf Course

DESCRIPTION	Est. QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
All collars/approaches to be sod stripped at 1 ½ inch minimum depth at a width of 60 inches (5feet) from expected greens edge and into approach area and removed. Spoils can be spread out at a certain locations on course and grinded up or taken back to golf maintenance shop area)	18,800	SF	0.31	5,828.00
All greens to be sod stripped at 1 ½ inch minimum depth and removed. (Spoils can be spread out at a certain locations on course and grinded up or taken back to golf maintenance shop area)	45,000	SF	0.39	17,550.00
Excavate 12+/- inches of root zone soil to sub floor of greens exposing the drain lines. (Soil material to be stored at maintenance shop area)	45,000	SF	0.78	35,100.00
Examine greens drainage lines. Blow/wash out, if needed.	1	UNIT	4,366	4,366.00
Replacement and/or repair of drainage lines, not to exceed \$1,500 linear feet (District will provide materials).	1,500	LF	0.97	1,455.00
Fill bottom 2 inches of greens cavity with granite drain rock (USGA specification) completely covering floor and drain lines.	45,000	SF	0.68	30,600.00
Fill 10+/- inches over drain rock with 85/15 (USGA specification) greens sand mix.	45,000	SF	2.0918	94,131.00

Float greens surface to match existing contours and water in efficiently for light compaction. Adjust slopes or low areas for proper drainage and to avoid pockets of standing water, sand float contours accordingly and water in again for finish grade.	45,000	SF	0.10	4,500.00
Hand sprig greens with Certified TifEagle Bermuda grass at a 40BU/1000SF rate and cut-in two directions.	45,000	SF	0.63	28,350.00
Prep collar/approach areas and install sod on collars/approaches with Certified TifGrand Bermuda grass.	18,000	SF	0.53	9,540.00
Install sod in tie-in areas outside collars that were sprayed out with Certified Tifway 419 Bermuda grass.	2,000	SF	0.49	980.00
SANDHILL EXECUTIVE GOLF COURSE SUBTOTAL				232,400.00
SWEETGUM AND SANDHILL BID GRAND TOTAL				517,000.00

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References.
- 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 District maintains the right to utilize other Suppliers/sub-contractors to address any unforeseen conditions as they may arise.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Supplier shall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Supplier of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the District, the unit prices shall, at the option of the District, be the basis of payment to the Supplier or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the District (in the case of additions or increases) or to be refunded by the Supplier (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Supplier or Subcontractors, and no additional adjustments will be allowed.

"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 ITB 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 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 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."

James M. ROBERTS Pres
Authorized Agent Name, Title (Print)

Jan M. Roberts
Authorized Signature

4/22/21
Date

Name of Bidder's Firm:

Landin Inc

This document must be completed and returned with your Submittal

EXHIBIT A

"NEGOTIATED PRICING BID FORM"

ITB #21B-020 Greens Renovation at Sweetgum and Sandhill Executive Golf Courses

Greens and Collars/Approaches at Sweetgum Executive Golf Course

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EXHIBIT A

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SANDHILL EXECUTIVE GOLF COURSE SUBTOTAL				232,400.00
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- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Supplier shall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Supplier of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the District, the unit prices shall, at the option of the District, be the basis of payment to the Supplier or credit to the Owner, for such increase or decrease in the work.
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"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 ITB 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 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 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."

James M. ROBERTS Pres
Authorized Agent Name, Title (Print)

Jan M. Roberts
Authorized Signature

4/22/21
Date

Name of Bidder's Firm:

Landin Inc

This document must be completed and returned with your Submittal

EXHIBIT A



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard J. Baier, District Manager

DATE: 5/10/2021

SUBJECT: **Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company**

ISSUE:

Review and approval of a Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company for the Lighthouse Restaurant location in Lake Sumter Landing.

ANALYSIS/INFORMATION:

The impact of COVID-19 has resulted in government entities and private businesses working in greater unity to meet the public need. This includes developing partnerships to accommodate restrictions on dining and the use of outdoor spaces to lessen the economic impact on the restaurant industry, and permit safe patronage at establishments. One way this is being accomplished across the country is through lease agreements between local governments and businesses to utilize public spaces such as sidewalks.

District Management has worked in conjunction with certain tenants in the downtown areas to develop lease provisions for the use of specified areas, at no cost, for additional outdoor seating. In lieu of paying rent, as noted in the attached Lease Agreement, the tenant is responsible for maintaining the areas in a reasonable safe, serviceable, clean and presentable condition and shall make all repairs, replacements and improvements to the premise. The tenant is not permitted to make any structural changes or alternations to the leased space. Additionally, the tenant must maintain insurance, and is responsible for complying with all applicable laws relating to accessibility and consumption of alcoholic beverages.

The term of this lease is for five (5) years with the option to renew the lease for five (5) additional five (5) year terms following the expiration of the initial term by providing written notice to District.

STAFF RECOMMENDATION:

District Management recommends the Sumter Landing Community Development District approve the Lease Agreement with The Villages Operating Company for the Lighthouse Restaurant location in Lake Sumter Landing. This agreement is in the public interest, and supports economic growth in the community.

MOTION:

Motion to approve the Lease Agreement between the Sumter Landing Community Development District and The Villages Operating Company for the Lighthouse Restaurant location in Lake Sumter Landing, and authorize the Chair to execute the document.

ATTACHMENTS:

Description	Type
☐ VOC Lighthouse Lease	Cover Memo

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is hereby entered into this _____ day of _____, 2021, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 ("Landlord"), and **THE VILLAGES OPERATING COMPANY**, a Florida corporation, c/o The Villages Commercial Property Management, whose mailing address is 3597 Kiessel Road, The Villages, Florida 32163 ("Tenant").

RECITALS

A. Tenant owns various commercial buildings in Lake Sumter Landing downtown ("LSL"), and leases many of the spaces therein to third party businesses.

B. Landlord generally owns all sidewalks, parking areas, and other areas within LSL lying outside of the exterior walls of commercial buildings.

C. Due to the COVID-19 pandemic and resulting restrictions on indoor customer capacity and seat spacing requirements, many tenants and business owners that operate within Tenant's buildings in LSL have suffered reduced customer volume, and now seek additional opportunities to serve residents of The Villages community and in turn, increase foot traffic to LSL.

D. Landlord has concluded that it is in the public interest, and the interest of businesses operating within LSL to create additional opportunities for those businesses to serve residents of The Villages community and visitors of LSL.

E. Landlord therefore wishes to grant Tenant rights to occupy certain portions of Landlord's sidewalks and parking areas immediately adjacent to Tenant's buildings for the purpose of outdoor dining, cafes, and other uses consistent with dining, retail, office, and other uses currently operating in LSL, with the intent and expectation that Tenant will sublease such areas to those businesses actually operating in adjacent commercial buildings.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant hereby agree that the foregoing Recitals are true and correct, and hereby incorporate the Recitals in full into this Lease, and further agree as follows:

1. **THE PREMISES:** Landlord leases to Tenant the property described in *Exhibit "A"*, situated in Sumter County, Florida, together with all improvements thereon, and all rights, easements and appurtenances thereto belonging (the "Premises").

2. **TERM:** The Initial Term of this Lease is for five (5) years beginning on _____, 2021 (the "Commencement Date"). The Tenant shall have the option to renew

the Lease for five (5) additional five (5) year terms following the expiration of the Initial Term by providing written notice to Landlord (each a "Renewal Term") (the Initial Term and any properly exercised Renewal Term is referred to collectively as the "Term").

3. **RENT:** Tenant shall not be required to pay rent to Landlord for the use of the Premises. Landlord acknowledges that the consideration given by Tenant in exchange for this Lease is Tenant's obligations, as more particularly set forth below, to maintain the Premises at its sole cost, thus likely reducing maintenance obligations and costs incurred by Landlord.

4. **POSSESSION:** Tenant shall be entitled to possession as of the Commencement Date of this Lease, and shall yield possession to Landlord at the termination of this Lease.

5. **USE:** The Premises will be used in conjunction with the business being operated on Building Area 33 according to Plat recorded in Plat Book 13, Pages 22, 22A-22F, Public Records of Sumter County, Florida. Tenant shall comply and cause its subtenants to comply with all applicable laws in its use of the Premises, and shall not cause Landlord to become in violation of any applicable laws. Without limiting the foregoing, Tenant shall comply with (a) the American Disabilities Act of 1990, as amended, and ensure that Tenant's use does not cause Landlord to violate the same, including without limitation with respect to remaining width of sidewalks and walkways adjacent to the Premises, and (b) all applicable laws related to consumption of alcoholic beverages on the Premises.

6. **CARE AND MAINTENANCE:**

A. Tenant takes the Premises as is, except as herein provided.

B. Tenant shall keep the following portions of the Premises in good repair, to the extent of any of the following improvements are located within the Premises: roof, exterior walls, foundation, sanitary sewer and grease trap serving the business operating within the Premises, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, interior decorating. Landlord shall not be liable to make any repairs or replacements to the Premises during the Lease Term.

C. Tenant shall maintain the Premises in a reasonable safe, serviceable, clean and presentable condition and shall make all repairs, replacements and improvements to the Premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the Premises included the ground floor, Tenant agrees to remove all obstruction from the sidewalk on or abutting the Premises.

7. **UTILITIES AND SERVICES:** Tenant shall pay for all utilities and services which may be used on the Premises.

8. **SURRENDER:** Upon the termination of this Lease, Tenant will surrender the Premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

9. **ASSIGNMENT AND SUBLETTING:** Landlord acknowledges that Tenant will be subleasing its rights under this Lease to the business operating in Building Area 33.

10. **INSURANCE:** Tenant or Tenant's subtenant shall obtain commercial general liability insurance in the amount of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate from companies with a financial rating of A- or higher by A.M. Best Company, Inc. The certificate of insurance evidencing such commercial general liability policy shall contain a waiver of subrogation endorsement in favor of Landlord. This policy shall be endorsed to include the Landlord as an additional insured. Tenant shall also maintain workers compensation insurance in accordance with Florida law.

11. **LIABILITY FOR DAMAGE:** Each party shall be liable to the other for all damage to the Premises of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

12. **INDEMNITY:** Except for the negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

13. **MECHANIC'S LIENS:** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the Premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the Premises.

14. **DEFAULT, NOTICE OF DEFAULT AND REMEDIES:**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease; (2) abandonment of the Premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the Premises for more than fifteen (15) consecutive business days; (3) Institution of voluntary bankruptcy proceedings by Tenant; Institution of Involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this Lease; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default that cannot be remedied in the ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three (3) notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture.

15. **EARLY TERMINATION:** Notwithstanding any other provision contained in this Lease, Tenant shall have the right to terminate this Lease by providing Landlord with thirty (30) days advance written notice. In addition, Landlord may terminate this Lease upon not less than thirty (30) days prior written notice to Tenant if, as a result of Tenant's use of the Premises, Landlord receives a demand, claim, or other imposition from any governmental or regulatory authority having jurisdiction, and Tenant, within thirty (30) days of receiving notice of such imposition, fails to satisfy such imposition on Landlord's behalf.

16. **NOTICES AND DEMANDS:** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. **PROVISIONS BINDING:** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

(Signatures on following page)

Landlord and Tenant have executed this Lease the day and year first written above. This Lease may be executed electronically, and in any number of counterparts, each of which shall constitute an original thereof. Each party may transmit its signature by facsimile or e-mail (PDF or similar), and any faxed or e-mailed signed counterpart shall have the same force and effect as an original.

LANDLORD:

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Richard Baier, District Manager

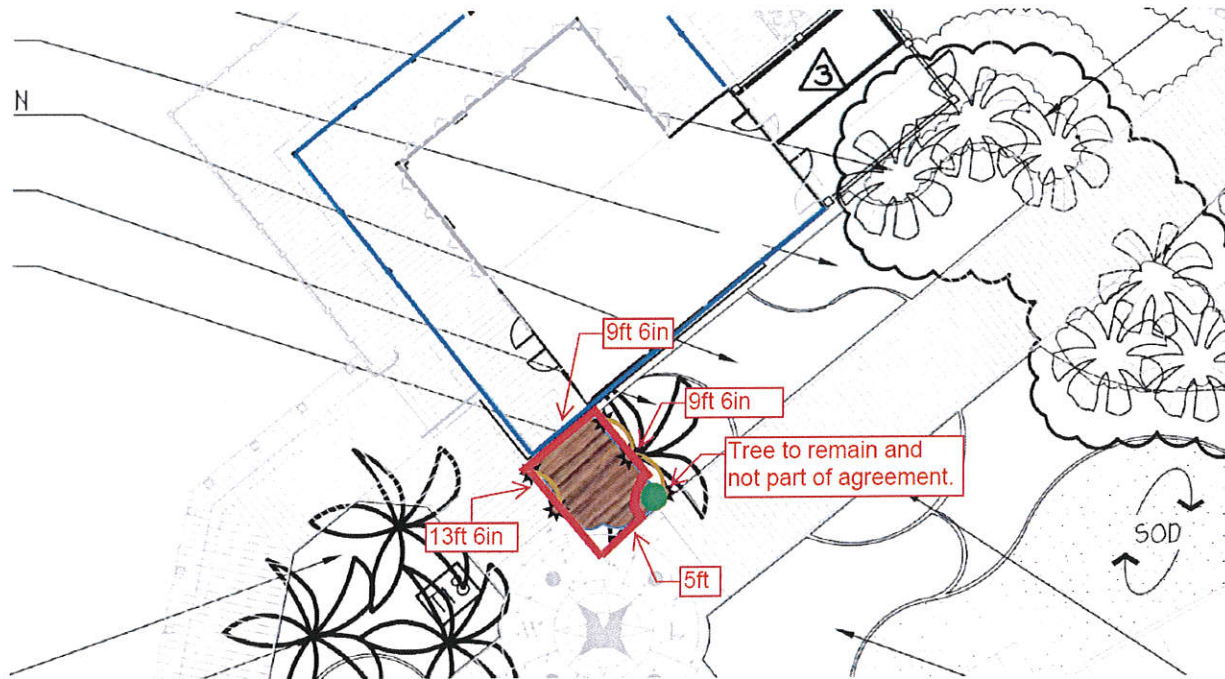
Print Name _____
Title _____

TENANT:

**THE VILLAGES OPERATING
COMPANY**

By: 
Print Name Ryan McCabe
Title Vice President

EXHIBIT A





AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Anne Hochsprung, Finance Director

DATE: 5/10/2021

SUBJECT: **Financial Statements**

ISSUE:

Financial Statements as of March 31, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
❑ Financial Statement	Cover Memo
❑ Cash & Investment Summary	Cover Memo



Financial Statement Summary

As of March 2021

Proprietary Fund

Revenues: Year to Date Revenues of \$38,960,000 including Sumter Landing Amenity Division (SLAD) and Sumter Landing Fitness Fund are greater than prior year-to-date (PY) of \$38,654,000 and are at 50% of the budgeted revenues of \$77,934,000. *(As of March 31, 50% of the year has lapsed)*

- Amenity and General Governmental Revenues include a total \$35,037,000 in SLAD owned amenity fees, golf fee and other lifestyle revenues of \$1,458,000 and developer-paid amenities of \$1,076,000. Amenity revenue increased over prior year due by an average 2% CPI adjustment; the District has received increased funding from the developer in the current year due to the growth of the developer-owned property in District 12 and 13. Revenue is at budget levels year to date.
- Miscellaneous revenue includes room rentals and other leases. Per the contractual agreement, SLAD received \$150,000 from the Villages Woodwork Club in support of the construction project.
- Investment earnings of \$799,000 (\$53,000 realized gains and \$746,000 unrealized gains) are greater than prior year earnings of \$616,000 and compare favorably to the annual budget earnings of \$290,000.

Expenses and Other Changes: Year to Date operating expenses of \$19,736,000 compare favorably to prior year expenses of \$19,828,000. Current year to date spending is at 41% of the amended budgeted expenses of \$47,576,000.

- Management and Other Professional Services include management, technology, golf management and other professional service fees. Management fees have increased by a budgeted 1% increase while golf management fees have increased a budgeted 2% over prior year.
- Utility Services including electricity, irrigation and water and sewer expenses compares favorably to prior year and budget.
- Building, Landscape and Other Maintenance Expenses totaling \$6,002,000 are greater than prior year expenses are at 38% of amended budgeted expenses of \$15,945,000.
- Other Expenses include operating supplies, insurance and printing costs. These costs total \$1,038,000, compare favorably to prior year to date expenses, and are at 24% of amended budgeted expenses of \$4,376,000.
- Year-to-Date Capital Outlay expenses are for Mangrove Bridge Replacement and Brownwood Woodshop purchase.
- Debt Service consists of the annual SLAD bond principal payment of \$7,835,000 made on October 1, 2020 and year to date monthly interest payments totaling \$7,742,000.
- A total 1,175,000 has been transferred to the Committed Renewal and Replacement Fund.

Change in Unreserved Net Position: Year-to-Date decrease in Net Position of (\$592,000) is less than prior year to date increase of \$2,152,000. By year-end, based on the anticipated revenues and expenditures through year-end, the District will meet the amended budget increase in Unreserved Net Position of \$3,540,000.

Governmental Fund

Revenues: Year to Date Revenues of \$8,137,000, including Project Wide charges and Lake Sumter Landing (LSL) assessments, compare favorably to prior year of \$7,565,000 and are at 52% of budgeted revenues of \$15,689,000. *(as of March 31, 50% of the year has lapsed)*

- Project-wide assessments are collected monthly from the numbered districts, 5-13, Brownwood and Lake Sumter Landing Fund. These assessments have increased a budgeted 6% over prior year. Lake Sumter Landing's (LSL) assessment maintenance revenue is billed monthly to commercial owners to maintain the property. The LSL assessments are consistent with prior year.
- Miscellaneous income includes leases and Annual CPM Maintenance Agreements.
- Investment gains of \$230,000 (\$9,000 realized gains and \$221,000 unrealized gains) are greater than prior year to date earnings of \$135,000 and compare favorably to the annual budget earnings of \$79,000.

Expenses and Other Changes: Year to Date operating expenses of \$6,560,000 are greater than prior year expenses of \$5,509,000. Current year to date spending is at 42% of the amended budgeted expenses of \$15,660,000.

- Management and Other Professional services include management and technology fees, engineering and other professional fees. Management fees increased a budgeted 7% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is at 41% of budgeted expenses of \$1,121,000.
- Building, Landscape and Other Maintenance Expenses totaling \$5,432,000 are greater than prior year expenses and are at 42% of amended budgeted expenses of \$12,786,000.
- Year-to-Date Capital Outlay expenses are for fence replacement and Wetland 99 equalization transfer pipe project. A budget carryforward and fund transfer requests were processed for \$144,000 in Infrastructure expenses.

Change in Unreserved Net Position

Year-to-Date Change in Net Position of \$1,220,000 is less than prior year to date change of \$1,797,000. By year-end, based on the anticipated revenues and expenditures, the District will meet the budget reduction in Unreserved Net Position of (\$476,000).

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 **
Current Month	0.00%	0.11%	0.08%	0.36%	-1.79%	1.45%
Year-to-date	0.00%	0.17%	0.12%	0.40%	0.36%	1.14%
Prior FY 2020	0.00%	0.26%	0.29%	0.52%	0.00%	6.43%

*** Rate listed is one month in arrears*



Statement of Activity - Proprietary Funds								
For the Six Months Ending March 31, 2021								
Original Budget	Amended Budget	Budget % used		Year To Date				
				SLAD	Fitness	Total	PR YTD	Variance
			REVENUES:					
\$ 76,853,142	\$ 76,853,142	49%	Amenity Fees and Other General Government	\$ 37,353,349	\$ 225,977	\$ 37,579,326	\$ 37,586,310	\$ (6,984)
791,263	791,263	73%	Miscellaneous Revenue	575,268	6,132	581,400	452,402	128,998
289,995	289,995	276%	Investment Earnings, Realized and Unrealized	718,822	80,117	798,939	615,801	183,139
77,934,400	77,934,400	50%	Total Revenues:	38,647,439	312,227	38,959,666	38,654,513	305,152
			EXPENSES:					
24,103,544	24,165,835	48%	Management and Other Professional Services	11,253,263	324,214	11,577,477	11,429,635	147,842
3,086,562	3,088,862	36%	Utility Services	1,105,262	12,787	1,118,049	1,257,057	(139,008)
15,509,351	15,945,196	38%	Building, Landscape and Other Maintenance	5,975,916	26,129	6,002,045	5,876,089	125,955
4,035,308	4,376,421	24%	Other Expenses	1,017,030	21,092	1,038,122	1,265,660	(227,538)
46,734,765	47,576,314	41%	Total Operating Expenses	19,351,470	384,222	19,735,692	19,828,441	(92,749)
800,000	970,500	316%	Capital Outlay - Infrastructure and FFE	3,063,513	-	3,063,513	-	3,063,513
23,498,060	23,498,060	66%	Debt Service	15,577,427	-	15,577,427	15,498,595	78,832
2,350,000	2,350,000	50%	Transfer	1,125,000	50,020	1,175,020	1,175,020	-
26,648,060	26,818,560	74%	Total Other Changes	19,765,940	50,020	19,815,960	16,673,615	3,142,345
73,382,825	74,394,874	53%	Total Expenses and Other Changes:	39,117,410	434,242	39,551,652	36,502,056	3,049,596
\$ 4,551,575	\$ 3,539,526		Change in Unreserved Net Position	\$ (469,971)	\$ (122,015)	\$ (591,987)	\$ 2,152,457	\$ (2,744,443)
			Total Cash and Investments, Net of Bond Funds	\$ 69,478,212	\$ 3,858,522	\$ 73,336,735	\$ 65,491,193	\$ 7,845,542
			Fund Balance					
			Unassigned	12,973,738	2,902,728	15,876,466	16,234,801	
			Restricted - Debt Service	1,408,410	-	1,408,410	1,408,410	
			Committed R and R General	21,383,088	889,525	22,272,613	19,922,613	
			Total Fund Balance	\$ 35,765,236	\$ 3,792,253	\$ 39,557,489	\$ 37,565,823	\$ 1,991,666



**Statement of Activity - Government Funds
For the Six Months Ending March 31, 2021**

Original Budget	Amended Budget	Budget % used		Year To Date		Total	PR YTD	Variance
				Project Wide	LSL			
			REVENUES:					
\$ 15,525,947	\$ 15,525,947	50%	Charges for Services, Maintenance and Other Special Assessments	\$ 6,924,319	\$ 838,683	\$ 7,763,002	\$ 7,357,462	\$ 405,540
84,265	84,265	172%	Miscellaneous Revenue	122,563	22,103	144,665	73,145	71,521
79,109	79,109	290%	Investment Earnings, Realized and Unrealized	168,617	61,084	229,701	134,568	95,132
15,689,321	15,689,321	52%	Total Revenues:	7,215,499	921,870	8,137,368	7,565,175	572,193
			EXPENSES:					
1,715,159	1,722,259	38%	Management and Other Professional Services	461,452	194,415	655,867	612,634	43,233
1,121,408	1,121,408	41%	Utility Services	375,033	90,104	465,137	408,976	56,161
12,818,631	12,785,812	42%	Building, Landscape and Other Maintenance	4,990,977	441,295	5,432,273	4,470,160	962,113
30,800	30,800	22%	Other Expenses	889	5,857	6,746	17,485	(10,739)
15,685,998	15,660,279	42%	Total Operating Expenses	5,828,351	731,672	6,560,023	5,509,256	1,050,767
335,634	479,256	72%	Capital Outlay - Infrastructure and FFE	344,660	-	344,660	245,992	98,668
25,806	25,806	50%	Transfer	-	12,906	12,906	12,906	-
361,440	505,062	71%	Total Other Changes	344,660	12,906	357,566	258,898	98,668
16,047,438	16,165,341	43%	Total Expenses and Other Changes:	6,173,011	744,578	6,917,589	5,768,154	1,149,435
\$ (358,117)	\$ (476,020)		Change in Unreserved Net Position	\$ 1,042,488	\$ 177,292	\$ 1,219,779	\$ 1,797,021	\$ (577,242)
			Total Cash and Investments, Net of Bond Funds	\$ 10,536,634	\$ 2,208,802	\$ 12,745,436	\$ 12,318,918	\$ 426,518
			Fund Balance					
			Unassigned	7,541,101	763,046	8,304,147	8,340,735	\$ (36,587)
			Restricted - Lake Miona Cons Easement	-	-	-	15,124	(15,124)
			Committed R and R General	2,112,220	696,761	2,808,981	2,808,981	-
			Committed R and R Villa Roads	-	677,766	677,766	651,960	25,806
			Total Fund Balance	\$ 9,653,321	\$ 2,137,573	\$ 11,790,895	\$ 11,816,800	\$ (25,906)



**CASH AND INVESTMENT SUMMARY
AS OF MARCH 31, 2021**

Fund Code	Account Name	Bank	Balance as of 10/1/20	Current Balance	Reconciled Yes/No
SUMTER LANDING AMENITIES DISTRICT (SLAD)					
431	Operating Cash	CFB	676,997.33	291,615.56	Yes
431	Cash Equiv - FLCLASS	FLCLASS	46,140,319.44	43,439,348.33	Yes
431	Cash Equiv - FL PALM	FLPALM	5,127,207.61	9,750,397.13	Yes
431	Cash-FL-FIT	FLFIT	3,686,429.40	3,691,532.26	Yes
431	Cash - FLGIT	FLGIT	4,118,125.11	4,124,262.40	Yes
431	Cash - LTIP USB	USB	5,678,106.45	8,181,056.64	Yes
	Sub-total Checking		65,427,185.34	69,478,212.32	
431	Interest 2015	USB-SBA	1,146,084.94	1,122,563.47	Yes
431	Principal 2015	USB-SBA	1,835,303.01	971,059.44	Yes
431	TB Redemption 2015	USB-SBA		-	Yes
431	Reserve 2015	USB-SBA		-	Yes
431	Renew & Repl 2015	USB-SBA	271,760.25	272,063.60	Yes
431	Redemption 2015	USB-SBA		-	Yes
431	Sr Interest 2016	USB-SBA	6,256,555.29	6,195,238.53	Yes
431	Sr Principal 2016	USB-SBA	5,703,024.48	3,010,378.78	Yes
431	Sr Reserve 2016	USB-SBA		-	Yes
431	Renew & Repl 2016	USB-SBA	1,140,369.44	1,146,653.34	Yes
431	Sub Interest 2016	USB-SBA	720,877.26	708,769.33	Yes
431	Sub Principal 2016	USB-SBA	553,403.18	296,131.92	Yes
431	Sub Reserve 2016	USB-SBA		-	Yes
	Sub-total Debt Service		17,627,377.85	13,722,858.41	Yes
	TOTAL - SLAD		83,054,563.19	83,201,070.73	



**CASH AND INVESTMENT SUMMARY
AS OF MARCH 31, 2021**

SUMTER LANDING FITNESS (SL-FIT)					
434	Cash Operating	CFB	108,034.33	70,585.59	Yes
434	Cash Equiv - FLCLASS	FLCLASS	1,223,699.63	687,401.51	Yes
434	Cash Equiv - FL PALM	FLPALM	589,664.59	670,017.08	Yes
434	Cash-FL-FIT	FLFIT	807,914.63	809,032.95	Yes
434	Cash FLGIT	FLGIT	853,396.88	854,668.71	Yes
434	Cash LTIP USB	USB	660,000.83	766,816.65	Yes
	Sub-total Operating		4,242,710.89	3,858,522.49	
	TOTAL - FITNESS		4,242,710.89	3,858,522.49	

LAKE SUMTER LANDING (LSL)					
131	Cash Operating	CFB	89,177.75	43,886.18	Yes
131	Cash Equiv - FLCLASS	FLCLASS	59,625.55	154,699.58	Yes
131	Cash-FL-FIT	FLFIT	837,901.10	839,060.94	Yes
131	Cash-FLGIT	FLGIT	602,849.48	603,747.92	Yes
131	Cash LTIP USB	USB	507,455.83	567,407.37	Yes
	Sub-total Operating		2,097,009.71	2,208,801.99	
	TOTAL - LSL		2,097,009.71	2,208,801.99	

SUMTER LANDING PROJECT-WIDE (PW)					
132	Cash Operating	CFB	129,006.79	100,453.57	Yes
132	Cash Equiv - FLCLASS	FLCLASS	3,115,343.21	3,592,370.92	Yes
132	Cash Equiv - FL PALM	FLPALM	109,158.41	1,393,813.78	Yes
132	Cash-FL-FIT	FLFIT	1,863,772.65	1,866,352.56	Yes
132	Cash FLGIT	FLGIT	1,922,873.40	1,925,739.08	Yes
132	Cash LTIP USB	USB	1,372,878.75	1,657,904.16	Yes
	Sub-total Operating		9,497,033.21	10,536,634.07	
	TOTAL - PW		9,497,033.21	10,536,634.07	

Grand Totals

98,891,317.00	99,805,029.28
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AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM:

DATE:

SUBJECT: COVID-19 Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: District Staff

DATE: 5/10/2021

SUBJECT: **PWAC After Agenda**

ISSUE: To be provided

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard Baier, District Manager

DATE: 5/10/2021

SUBJECT: Correspondence received from PWAC Chairman Don Wiley

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Correspondence received from PWAC Chairman	Cover Memo

May 3, 2021

Mike Berning, Chairman
Sumter Landing Community Development District
984 Old Mill Run
The Villages, FL 32162

Re: Project Wide Advisory Committee

Mr. Berning,

At our last Project Wide Advisory Committee (PWAC) meeting I indicated to the Committee that I was going to review the Third Amended and Restated Interlocal Governmental Agreement, the Project Wide Agreement. Accordingly, I had a teleconference with the District Manager and Deputy District Manager. The review has taken place and I would like to point out a few items in the agreement that we may wish to discuss in anticipation of the new agreement being established based on your vote.

I appreciated the willingness of the SLCDD Board to always consider and listen to the comments and concerns of the PWAC. The current consideration of creating a new PWAC south of State Road 44 was presented to every participating District as well as your Board and was well received with much positive feedback. The transition that was approved is to take place on October 1, 2022. This would afford the District staff, SLCDD, and PWAC an opportunity to provide any feedback on the current agreement and recommend any changes.

After careful review, I would request the following changes/additions to the current agreement:

- 1) Exhibit A would not be changed or amended without first obtaining the recommendation from the Project Wide Advisory Committee (PWAC).
- 2) Exhibit A to be updated with maps/graphics depicting all properties currently included Exhibit A of the Project Wide Agreement in addition to its current textual content, and any future additions shall also contain the same textual and graphical information of the properties under consideration for inclusion.
- 3) The term on the agreement should be modified to 10 years with a 10-year renewal cycle.
- 4) The content and essence of SLCDD Resolution 13-5 (PWAC Establishing Resolution) be included in the updated Project Wide Agreement. Additionally, the conflict resolution agreement (section 3) of SLCDD Resolution 17-11 should be included with these additions to the Project Wide Agreement. Resolution 17-11 shall continue stand as written.
- 5) Annually, and as situations may require, the Chairman of the SLCDD would attend a PWAC meeting to discuss any issues or concerns and provide feedback to the PWAC concerning upcoming or pending community direction and plans.

I believe that each of these changes serves to strengthen the Project Wide Agreement to the benefit of all parties, improves the relationship between the SLCDD Board and PWAC, and will provide the residents of The Villages with a higher level of trust in our local governmental bodies.

Once again, I appreciate the opportunities to continue to work collaboratively together to serve the resident of this great community.

Respectfully,

Donald Wiley
PWAC Chairman



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard Baier, District Manager

DATE: 5/10/2021

SUBJECT: **Brownwood Woodshop Update**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Mitch Leininger, Director of Executive Golf

DATE: 5/10/2021

SUBJECT: **Bi-Monthly Executive Golf Course Update**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ May Update	Cover Memo

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Executive Golf

Update May 2021

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Golf Facilities Repairs and Touch Ups



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- Using staff on small in-house repairs and touch up for efficiencies and cost saving measures.

Capitalizing on the District's newly procured indoor/outdoor painting services.

- Touch up paint



- Door jam repairs



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Detail items



Before



After



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Silver Lake Renovation



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Silver Lake – Greens Process



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Silver Lake - Tees



Adding soil
material to adjust
tee at #9



Relocating back
tee closer to cart
path and
increasing the size
of the forward tee
on #5



Currently on track with project timeline

SILVER LAKE

EXECUTIVE GOLF COURSE

RENOVATION UPDATE

Your
input at
work!



This past June, the Amenity Authority Committee (AAC) approved the renovation of Silver Lake Executive Golf Course.

RENOVATIONS INCLUDE

- New Greens
- Tees
- Fairways
- Re-Grassing
- Landscape Enhancements
- & Other Modifications

ESTIMATED TIMELINE

December 2020 – January 2021
Renovation Planning & Bid Solicitation Preparations

January – March 2021
Estimated Vendor Bid & Board Approval Process

April – September 2021
Estimated Time Frame for Renovation & Grow-in Period

Fall of 2021
Estimated Course Opening

Dates may change due to unforeseen circumstances.



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For additional information and updates, please visit the Executive Golf page at DistrictGov.org or call the Executive Golf office at 352-674-1885.

Mangrove Executive Course Timber Bridge



- Access to golf hole all year long despite fluctuating water levels

- Raised bridge deck 18 inches.



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Mangrove Course Closure Improvements



Mangrove Course Improvements, cont.



- Fresh paint on signage, water coolers and ball washer/trash stands.

Aerifications and nematode control applications begin in May and will continue through the summer.



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Thank you!

Mitch.leininger@districtgov.org



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AGENDA REQUEST

TO: Board of Supervisors
Sumter Landing Community Development District

FROM: Richard Baier, District Manager

DATE: 5/10/2021

SUBJECT: Introduction of Hershel Wiley, Assistant Director DPM (Facilities,
Construction & Town Centers)

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: