



District 5 - Jerry Ferlisi, Primary; Jerry Knoll, Alternate
District 6 - Peter Moeller, Primary; Tom Griffith, Alternate
District 7 - Jerry Vicenti, Primary; Steve Lapp, Alternate
District 8 - Dennis Hayes (VC), Primary; Duane Johnson, Alternate
District 9 - Steve Brown, Primary; Don Hickman, Alternate
District 10 - Don Wiley (C), Primary; Ken Lieberman, Alternate
District 11 - Don Brozick, Primary; Phil Grayber, Alternate
District 12 - Jon Roudabush, Primary; Ron McMahon, Alternate
Brownwood CDD - Ken Stoff, Primary

Project Wide Advisory Committee
Monthly Board Meetings held at:
SeaBreeze Recreation Center
2384 Buena Vista Blvd.
The Villages, Florida 32162

AGENDA

February 14, 2022
8:30 AM

The District encourages citizen participation in the democratic process and recognizes and protects the right of freedom of speech afforded to all. As the Committee conducts the business of the District, rules of civility shall apply. District Committee Members, Staff members, and members of the public are to communicate respectfully. It is preferred that persons speak only when recognized by the Committee 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.

The District Board welcomes participation during public meetings; however, in order to conduct business in an orderly fashion the Board of Supervisors requests you limit your comments to three (3) Minutes. If you have a general comment that is not included as an item on the agenda please come before the Board during the Audience Comments portion of the meeting. If your comment pertains to a specific on the agenda, the Chairman or Vice-Chairman will request public comments when the item is addressed. Thank you for attending the meeting and for your interest in your local government.

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

Project Wide Fund

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 January 10, 2022.

3. Amendment Five to RFP #18P-014 Landscape & Irrigation Maintenance for District 12 Villas, Cul-De-Sac's, Basins and Roadways
Review and approval to present Amendment Five with Cepra Landscape, LLC for Landscape and Irrigation Maintenance for RFP #18P-014 District 12 Villas, Cul-De-Sac's, Basins and Roadways to the Sumter Landing Community Development District Board.

NEW BUSINESS:

4. Recommend Approval: Resolution 2022-09 Depression/Pipe Repairs
Recommend to the Sumter Landing Community Development District (SLCDD) Board of Supervisors approval of Resolution 2022-09 to amend the Fiscal Year 2021-22 Project Wide Fund Budget for flood control pumps, depression repairs and stormwater pipe repair costs.
5. Award of Request for Proposal (RFP) #22P-001 – Aquatic Weed Control Services
Review and approval to present a recommendation of award for Request for Proposal (RFP) #22P-001 Aquatic Weed Control Services to Solitude Lake Management, LLC. To the Sumter Landing Development District (SLCDD) Board.
6. Amendment Two to RFP #21P-023 District 13 Landscape & Irrigation Maintenance Agreement
Review and approval to present Amendment Two with Cepra Landscape, LLC for Agreement RFP #21P-023 District 13 Landscape and Irrigation Maintenance.
7. Amendment One to ITB #21B-003 Exterior Painting Services
Review and approval to present Amendment One with Honey-Do's LLC for Agreement ITB #21B-003 Exterior Painting Services to the Sumter Landing Community Development District Board.

OLD BUSINESS:

8. Old Business Status Update - PWF
Old Business Status Update – February 14, 2022

INFORMATIONAL ITEMS ONLY:

9. Financial Statements
Financial Statements as of December 31, 2021
10. Capital Projects Update - January 2022

Sumter Landing Amenities Division Fund

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.

11. Amendment One and Renewal Three to the Agreement with Pool Control, Inc. for RFP #18P-040 Maintenance of Various Pools, Spas and Fountains
Review and approval to present Amendment One and Renewal Three of Three with Pool Control, Inc. for RFP #18P-040 Maintenance of Various Pools, Spas and Fountains to the Sumter Landing Community Development District Board.
12. Amendment Two to the RFP #19P-016 Janitorial Agreement with American Janitorial, Inc.
Review and approval to present Amendment Two to Agreement RFP #19P-016 Janitorial Services for Various District Areas with American Janitorial, Inc. to the Sumter Landing Community Development District Board.
13. Amendment Two to the RFP #20P-011-HVAC Agreement with M&S Air Conditioning

Review and approval to present Amendment Two to Agreement RFP #20P-011 HVAC Maintenance, Service and Repairs for Various District Areas with M&S Air Conditioning & Appliance Service of Central Florida, LLC to the Sumter Landing Community Development District Board.

14. Amendment One to RFP #19P-015 Landscape & Irrigation Maintenance for D10, Sumter Landing & Various SLCDD Recreation Centers Agreement

Review and approval to present Amendment One with SSS Down to Earth Opco II, LLC for Agreement RFP #19P-015 Landscape and Irrigation Maintenance for D10, Sumter Landing & Various SLCDD Recreation Centers Agreement to the Sumter Landing Community Development District Board.

NEW BUSINESS:

15. Tee Time and Trail Pass Services Agreement

Review and recommendation of approval of a Tee Time and Trail Pass Services Agreement between the Sumter Landing Community Development District, Village Center Community Development District and the multiple other owners of golf courses in The Villages identified as: VLS, VOC, VLC, VLOC, VDC, VDOC.

16. Award of Invitation to Bid (ITB) #22B-002 Replacement Roofing for Lake Miona & Bridgeport Recreation Centers

Review and approval to present a recommendation of award for Invitation to Bid (ITB) #22B-002 Replacement Roofing for Lake Miona & Bridgeport Recreation Centers to Rogers Roofing Corporation dba Professional Roof Systems to the Sumter Landing Community Development District Board.

17. Award of Invitation to Bid (ITB) #22B-003 Brownwood Woodshop Canopy Improvements

Review and approval to present a recommendation of award for Invitation to Bid (ITB) #22B-003 Brownwood Woodshop Canopy Improvements to the Sumter Landing Community Development District Board.

18. Recommend Approval: Resolution 2022-09 Depression/Pipe Repairs

Recommend to the Sumter Landing Community Development District (SLCDD) Board of Supervisors approval of Resolution 2022-09 to amend the Fiscal Year 2021-22 Sumter Landing Amenities Division (SLAD) Fund Budget for depression repair costs at Mission Hills Neighborhood Recreation Center.

19. Recommend Approval: Resolution 2022-11 Shuffleboard Column Replacement

Recommend to the Sumter Landing Community Development District Board approval of Resolution 2022-11 to amend the Fiscal Year 2021-22 Sumter Landing Amenities Division (SLAD) Fund Budget for shuffleboard column replacements.

20. Recommend Approval: Resolution 2022-12 Brownwood Woodshop

Recommend to the Sumter Landing Community Development District (SLCDD) Board of Supervisors adoption of Resolution 2022-12 to amend the Fiscal Year 2021-22 Sumter Landing Amenities Division (SLAD) Fund Budget for improvements to the Brownwood Woodshop to improve operational capability, preservation of equipment and safety.

OLD BUSINESS:

21. Old Business Status Update - SLAD

Old Business Status Update – February 14, 2022

INFORMATIONAL ITEMS ONLY:

22. Financial Statement

Financial Statement as of December 31, 2021

23. Capital Projects Update - January 2022

REPORTS AND INPUT:

24. District Manager Reports

A. Budget Director

B. Independent Fire District Update

25. District Counsel Reports

26. Supervisor Comments

27. Adjourn

HOSPITALITY * STEWARDSHIP * 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) 751-6700 at least five calendar days prior to the meeting.



AGENDA REQUEST

TO: Project Wide Advisory Committee
FROM: Jennifer Farlow, District Clerk
DATE: 2/14/2022
SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes for the Meeting held on January 10, 2022.

ANALYSIS/INFORMATION: Staff requests approval of the Minutes for the Meeting held on January 10, 2022.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on January 10, 2022.

MOTION: Motion to approve the Minutes for the Meeting held on January 10, 2022.

ATTACHMENTS:

Description	Type
❏ January 10, 2022 Minutes	Cover Memo

**MINUTES OF MEETING
PROJECT WIDE ADVISORY COMMITTEE**

A Meeting of the Project Wide Advisory Committee was held on Monday, January 10, 2022 at 8:30 a.m. at the SeaBreeze Recreation Center, 2384 Buena Vista Blvd., The Villages, Florida, 32162.

Committee Members present and constituting a quorum:

Don Wiley	Chairman (District 10)
Dennis Hayes	Vice Chairman (District 8)
Jerry Ferlisi	Committee Member (District 5)
Peter Moeller	Committee Member (District 6)
Steve Lapp	Committee Member (District 7)
Steve Brown	Committee Member (District 9)
Don Brozick	Committee Member (District 11)
Jon Roudabush	Committee Member (District 12)
Ken Stoff	Committee Member (BCDD)

Staff Present:

Kenny Blocker	District Manager
Kevin Stone	District Counsel
Bruce Brown	District Property Management Director
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Mitch Leininger	Director of Executive Golf Maintenance
John Rohan	Director of Recreation and Parks
Brittany Wilson	Director Administrative Operations
Mark LaRock	Purchasing Director
Jennifer Farlow	District Clerk
Katie Evans	Deputy District Clerk

FIRST ORDER OF BUSINESS: Call to Order

A. Roll Call

Chairman Wiley called the meeting of the Project Wide Advisory Committee (PWAC) to order at 8:30 a.m. and stated that a Representative from all participating Districts was present, representing a quorum.

B. Pledge of Allegiance

Chairman Wiley led the Pledge of Allegiance.

C. Observation of a Moment of Silence

The Committee and those in attendance observed a moment of silence for those who serve their Country and community.

D. Welcome Meeting Attendees.

Chairman Wiley welcomed all those in attendance.

E. Audience Comments

Cliff Wiener, 8351 SE 178th Deveau Lane, expressed appreciation for the diligent efforts of the Recreation and Parks Department for the exception organization and management of the 2021 Christmas parade.

SECOND ORDER OF BUSINESS: Appoint Chairman

Supervisor Roudabush nominated Don Wiley as Chairman. Vice Chairman Hayes seconded the nomination.

Supervisor Lapp nominated Jerry Vicenti as Chairman. Supervisor Ferlisi seconded the nomination.

On MOTION by Don Brozick, seconded by Jerry Ferlisi, with seven (7) Supervisors voting “Aye” and Steve Lapp voting “Nay”, the Committee re-appointed Don Wiley as Chairman of the Project Wide Advisory Committee.

THIRD ORDER OF BUSINESS: Appoint Vice Chairman

On MOTION by Peter Moeller, seconded by Steve Brown, with all in favor, the Committee re-appointed Dennis Hayes as Vice Chairman of the Project Wide Advisory Committee.

Project Wide Fund:

CONSENT AGENDA:

Chairman Wiley advised the Committee 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 Steve Lapp, seconded by Dennis Hayes, with all in favor, the Committee recommend approval of the following items included on the Consent Agenda:

FOURTH ORDER OF BUSINESS: Approval of the Minutes from the Meeting held on November 8, 2021 and the Special Meeting held on November 29, 2021.

FIFTH ORDER OF BUSINESS: Recommend Adoption of Resolution 2022-08: Fiscal Year 2020-21 carry forward requests in the Project Wide Fund to the Sumter Landing Community Development District Board of Supervisors.

SIXTH ORDER OF BUSINESS: Approve FY22-23 Budget Calendar

Barbara Kays, Budget Director, stated that the Fiscal Year 2022/2023 Budget Calendar has been presented to the Board, and advised that a Preliminary Budget Workshop has been scheduled for Monday, March 21, 2022, at which time the Committee will have an opportunity to discuss requested topics and general issues, gather input from the public and provide direction to Staff, prior to the requested and recommended budget finalization. An additional budget review will be provided to the Committee during the Monday, May 9, 2022 regular meeting. The Committee will recommend approval of the Proposed Budgets to the Sumter Landing Community Development District (SLCDD) Board during the Monday, June 6, 2022 regular meeting and recommend adoption of the Final Budgets to the SLCDD Board during the Tuesday, September 6, 2022 regular meeting.

On MOTION by Jerry Ferlisi, seconded by Steve Lapp, with all in favor, the Committee approved the Fiscal Year 2022/2023 Budget Calendar as presented.

SEVENTH ORDER OF BUSINESS:

Old Business Status Update

Kenny Blocker, District Manager, provided the following Old Business Status Updates:

- Drone Video Tour of PWF Infrastructure south of SR 44: District Property Management (DPM) Staff is in the process of developing the drone video.
- Morse Boulevard Island Revetment Project: The bid documents are complete. Staff will continue to monitor the water level.
- Present Overview of Management of Districts Villages-Wide: Mr. Blocker requested clarification from the Committee on the expectation of the overview.

Supervisor Moeller advised that his request was that the overview include on how management will be addressed as The Villages continues to grow. Mr. Blocker advised that Staff will provide the Overview of Management Presentation in conjunction with Project Wide Fund (PWF) drone tour south at the March 10, 2022 meeting.

- District Counsel/Staff to review including “penalty” language for service contracts: Kevin Stone, District Counsel, stated that during the November meeting, the Committee addressed a request to terminate a contract after the District received notification that the company who had acquired the District’s contractor could not provide the services within that contract. The Committee requested that language be added to the District’s service contracts which would penalize contractors attempting to terminate a contract prior to the expiration of the term. Mark Brionez, Legal Counsel for Districts 5, 6, 8 – 14, has made those modifications which address the Assignment, Note of Sale or Merger and Breach of Contract.
- Lake Miona Walking Trail: The bid documents are near completion and Staff anticipates that the award of the Request For Proposal (RFP) will be presented to the Committee in early Fiscal Year 2022/2023.
- Status Update: Establishment of Independent Special Fire District: Mr. Blocker stated that as Staff has previously advised, the Sumter County Board of County Commissioners (SCBOCC) provided concurrence to the VCCDD to create an Independent Fire District. The District has initiated the Legislative process, and House Bill 995 is being reviewed and considered by the Florida Legislature. Upon approval by the Florida Legislature, a Referendum will be placed on the 2022 General Election

Ballot for the residents to vote on the formal establishment of The Villages Independent Fire Control and Rescue District, and the District would be formally established in 2023. Mr. Blocker advised for clarification, that the boundaries of the Independent Fire District will be within the Sumter County portion of The Villages, and services provided to Lady Lake, Lake County, Fruitland Park and Leesburg will continue to be provided via Interlocal Agreement. Marion County Fire Rescue (MCFR) will continue to provide fire and EMS services to The Villages residents who reside within Marion County. Mr. Blocker advised that the VCCDD has entered into a one-year Interlocal Agreement with Sumter County for The Villages Public Safety (VPSD) to begin providing ambulance services as of October 1, 2022.

Vice Chairman Hayes inquired how the taxing authority for those entities outside of the Independent Fire District would be addressed. Mr. Blocker advised that those entities would be addressed via Interlocal Agreements.

Supervisor Ferlisi requested clarification if the District has an Interlocal Agreement with Marion County. Mr. Blocker advised that there has not been an Interlocal Agreement with Marion County.

Supervisor Brozick inquired why service to the other municipalities was established via Interlocal Agreement. Mr. Blocker advised that the Interlocal Agreements enabled VPSD to provide fire services to residents of The Villages, outside of Sumter County.

Supervisor Moeller expressed concern about potential increased costs due to minimum wage increases and the rising costs of materials and inflation.

Supervisor Lapp inquired if vendors have the opportunity to discuss concerns they are having with increased costs with District Staff. Mr. Stone advised that many of the Districts' contracts have a Consumer Price Index (CPI) adjustments included in the contracts; however, the Purchasing Department could conduct a review, on a case-by-case basis, if a concern was raised.

EIGHTH ORDER OF BUSINESS: Capital Projects Update

The Capital Projects Update as of December 2021 was provided as information.

NINTH ORDER OF BUSINESS: Financial Statement

The SLCDD PWF Financial Statement as of November 30, 2021 was provided as information.

Sumter Landing Amenities Division:

Chairman Wiley advised the Committee 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 Steve Lapp, seconded by Dennis Hayes, with all in favor, the Committee recommend approval of the following items included on the Consent Agenda:
TENTH ORDER OF BUSINESS: Recommended adoption of Resolution 2022-08 approving the Fiscal Year 2020/21 carry forward requests in the Sumter Landing Amenities Division and Fitness Funds to the Sumter Landing Community Development District Board.

ELEVENTH ORDER OF BUSINESS: Old Business Status Update – SLAD

Mr. Blocker advised the updates were provided during the PWAC Old Business Status Update.

TWELFTH ORDER OF BUSINESS: Capital Project Status Update

The Capital Project Status Update for December 2021 was provided as information.

THIRTEENTH ORDER OF BUSINESS: Financial Statements

The SLCDD Sumter Landing Amenities Division (SLAD) and Fitness Fund Financial Statements as of November 30, 2021 have been provided as information.

FOURTEENTH ORDER OF BUSINESS: Contractual Amenity Fee Adjustment

The Villages has provided as information, that effective January 1, 2022, the contractual amenity fee will be increased to \$179 for all previously owned homes and all new homes contracted as of January 1, 2022.

FIFTEENTH ORDER OF BUSINESS:

District Manager Reports

- A. District 4 Request to hold MMPDG meeting to consider installation of center line striping on multi-modal paths

Mr. Blocker advised that the District 4 Board has requested that the Multi-Modal Path Discussion Group (MMPDG) hold a meeting to consider installation of center line striping.

Cliff Wiener, District 4 Supervisor, advised that there were a few additional issues; such as signage, that the District 4 Board also wanted to discuss. Mr. Blocker advised that this item will be added to the Old Business Status Update and the Committee can review, once the list of topics from District 4 is received, and determine when to schedule the meeting.

- B. Bi-Monthly Executive Golf Course Update

Mitch Leininger, Director of Executive Golf Maintenance, presented the Bi-Monthly Executive Golf Course Update and highlighted the following items:

- In 2021, 2,562,703 total rounds were played on all Executive Golf Courses.
- In 2021 the following projects were completed: the renovation of Silver Lake, new greens at Sweetgum and Sandhill, infrastructure improvements on timber bridges and storm water pipes, and the newly procured contract for pine straw applications and painting services for facility buildings has proven very efficient. A drone video of the Sweetgum course was reviewed.
- In 2022 additional capital projects will be addressed: First Responders Recreation Center amenities will be brought online, improved efficiencies, effectiveness and cost savings will be identified, strategic planning will occur and asset management will be reviewed.

Mr. Blocker advised that with his recent appointment to District Manager, he has made some changes to the senior management level of the District, which will ensure the continued effective operation and management of the Districts which will be presented to the Village Center Community Development District (VCCDD) Board at their meeting held on January 12, 2022.

Mr. Blocker advised as information, that Barbara Kays, Budget Director, has submitted her resignation effective January 21, 2022 to pursue other endeavors, and Anne Hochsprung has advised that she will be retiring March 2022.

SIXTEENTH ORDER OF BUSINESS: District Counsel Reports

There were no District Counsel Reports.

SEVENTEENTH ORDER OF BUSINESS: Supervisor Comments

- A. Supervisor Moeller: Consideration to construct a walking path at Morse Boulevard/Old Camp Road

Supervisor Moeller advised that residents have requested that the Committee consider the construction of a walking path at Morse Boulevard and Old Camp Road. Mr. Blocker advised that the District does not have the ability to construct a path within the Sumter County Easement. Additionally, when the location was reviewed, the configuration of the walking path would have resulted in safety concerns.

Supervisor Lapp inquired when representatives from District 13 and District 14 would begin attending the PWAC meetings. Mr. Blocker advised that Staff would inquire with the District 13 Board, but clarified that District 14 is not a party to the existing agreement.

Supervisor Hayes requested an update on the Tee Time System Agreement. Mr. Blocker advised the agreement will be included on the February 14, 2022 agenda.

Supervisor Hayes inquired if the SLCDD Board had requested that Mr. Stone prepare a response to the letter received by the District 7 Counsel. Mr. Stone advised the letter was received after the SLCDD November Board meeting, and the Board did not meet in December; therefore, the item has not yet been discussed with the Board.

Supervisor Hayes stated that there have been recent flooding issues with a walking trail in the Village of Hawkins, and requested that the elevations of the Lake Miona walking trail be reviewed. Bruce Brown, Director of District Property Management, advised that an Engineering Study has been completed, which included a review of the elevations of the walking trail, and provided necessary remediations.

Supervisor Lapp inquired if the 100-year flood plain was being used for development of areas south of SR 44. Mr. Brown advised that he does not speak for the Developer, but is aware that the 100-year flood plain was utilized in the Village of Hawkins walking path design.

Supervisor Lapp inquired when District 14 would begin participating in the PWF. Mr. Blocker reiterated that District 14 is not a party to the existing agreement. Mr. Stone advised that legally speaking, District 14 is not bound by an agreement that they are not a party to.

Chairman Wiley referred to District 13's representative on the PWAC, and advised that historically, with the exception of Brownwood, the Board's appoint a representative once residents have been appointed or elected to the Board.

EIGHTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 9:31 a.m.

On MOTION by Peter Moeller, seconded by Dennis Hayes, with all in favor, the Committee adjourned the meeting.
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Kenneth C. Blocker
Secretary

Don Wiley
Chairman



AGENDA REQUEST

TO: Project Wide Advisory Committee

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

DATE: 2/14/2022

SUBJECT: **Amendment Five to RFP #18P-014 Landscape & Irrigation Maintenance for District 12 Villas, Cul-De-Sac's, Basins and Roadways**

ISSUE:

Review and approval to present Amendment Five with Cepra Landscape, LLC for Landscape and Irrigation Maintenance for RFP #18P-014 District 12 Villas, Cul-De-Sac's, Basins and Roadways to the Sumter Landing Community Development District Board.

ANALYSIS/INFORMATION:

On June 14, 2018, Sumter Landing Community Development District entered into Agreement RFP #18P-014 Landscape and Irrigation Maintenance for District 12 Villas, Cul-De-Sac's, Basins and Roadways with Cepra Landscape, LLC at \$460,320.25/annually. On March 14, 2019, Sumter Landing Community Development District entered into Amendment One for an additional \$32,638.15/annually. On August 20, 2020, Sumter Landing Community Development District entered into Amendment Two for an additional \$845,138.20/annually. On January 14, 2021, Sumter Landing Community Development District entered into Amendment Three for an additional \$157,604.10/annually. On January 14, 2021, Sumter Landing Community Development District entered into Amendment Four for an additional \$80,824.90/annually. The current annual Agreement amount is \$1,576,525.60.

As new areas are inspected and accepted for maintenance, it becomes necessary to amend the Agreement adding new areas as identified. As a result, staff requests review and approval of Amendment Five to the Agreement for the addition of Basins B-50, B-55 & B-37 and Hammock MMTP. The addition of these areas adds \$54,275.45 annually to this Agreement effective March 1, 2022.

The additions as stated above will result in the amended annual Agreement amount of \$1,630,801.05 as provided in Exhibit "A" of Amendment Five. All other terms and conditions remain the same as in the original Agreement.

BUDGET IMPACT:

Funds have been included in the FY 2021/2022 Budget.

STAFF RECOMMENDATION:

Staff requests approval to present to the Sumter Landing Community Development District Board Amendment Five to RFP #18P-014 Landscape and Irrigation Maintenance for District 12 Villas, Cul-De-Sacs, Basins and Roadways with Cepra Landscape, LLC for the addition of the Areas listed above for an additional annual Agreement amount of \$54,275.45 and a new total annual Agreement amount of \$1,630,801.05.

MOTION:

Motion to approve the request to present to the Sumter Landing Community Development District Board Amendment Five to RFP #18P-014 Landscape and Irrigation Maintenance for District 12 Villas, Cul-De-Sacs, Basins and Roadways with Cepra Landscape, LLC for the addition of the Areas listed above for an additional annual Agreement amount of \$54,275.45 and a new total annual Agreement amount of \$1,630,801.05 at their February 14, 2022 meeting.

ATTACHMENTS:

Description	Type
▣ Amend 5 _18P-014_Cepra	Exhibit

**AMENDMENT FIVE TO THE AGREEMENT FOR SERVICES BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
CEPRA LANDSCAPE, LLC FOR
LANDSCAPE AND IRRIGATION MAINTENANCE
FOR DISTRICT 12 VILLAS, CUL-DE-SACS, BASINS AND ROADWAYS**

RFP #18P-014

THIS AMENDMENT is entered into this 14th day of February 2022, and made effective on the 1st day of March 2022, by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and CEPRA LANDSCAPE, LLC (CONTRACTOR), whose mailing address is P. O. Box 865, Oakland, FL 34760.

RECITALS

WHEREAS, SLCDD and CONTRACTOR entered into Agreement RFP #18P-014 for Scheduled Landscape and Irrigation Maintenance Services (AGREEMENT) for properties owned or operated by SLCDD, dated June 14, 2018; and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment One to the Agreement on March 14, 2019; and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment Two to the Agreement on August 20, 2020; and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment Three to the Agreement on January 14, 2021; and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment Four to the Agreement on September 2, 2021; and

WHEREAS, SLCDD and CONTRACTOR desire to further amend the Agreement and Amendments thereto, to add areas 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 amend the Agreement and any Amendments thereto, to add Basins B-50, B-55 and B-37 and Hammock MMTP in the annual amount of Fifty-Four Thousand Two Hundred Seventy-Five and 45/100 Dollars (\$54,275.45) annually to this Agreement.
3. For the satisfactory performance of the work outlined in the Agreement and this Amendment, SLCDD agrees to pay to CONTRACTOR an annual amended agreement amount of One Million, Six Hundred Thirty Thousand, Eight Hundred One and 05/100 Dollars (\$1,630,801.05) as provided for in Exhibit A to this Amendment.

**AMENDMENT FIVE TO THE AGREEMENT FOR SERVICES BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
CEPRA LANDSCAPE, LLC FOR
LANDSCAPE AND IRRIGATION MAINTENANCE
FOR DISTRICT 12 VILLAS, CUL-DE-SACS, BASINS AND ROADWAYS**

RFP #18P-014

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

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

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name

Print Title

Date

Attest

CEPRA LANDSCAPE, LLC

By: _____

Print Name

Print Title

Date

Attest

LANDSCAPE CONTRACT AMENDMENT FORM (One Contract/Sheet)

Contract #18P-014 Supervisor/Manager Approval:			Vendor: CEPRA LANDSCAPING LLC - VENDOR #3262971	District: (D12 AREA) SLCDD													
			QUANTITIES (+) OR (-)														
Area Description	New Area or Change to Existing Area?	Annuals (x4 changeouts/ year)	Zoysia (Sq. Yds)	St Augustine (Sq. yds.)	Bahia Low (Sq. yds)	Bahia Turf Standard (Sq. yds)	Bahia Pasture (per acre)	Standard or Shrub Beds (sq. yds.)	Low or Basin Beds (sq. yds.)2	Mulch Beds (sq. yds.)	Misc Open Spaces (sq. yds.)	Natural Buffers (sq. yds.)	Trees	Palms	Irrigation Zones		
District 12 Basins -469																	
Basin B-50	Amend #5					29,678	2.06	1,930		194			49	22	5		
Basin B-55	Amend #5					16,407		3,040		775			56	29	13		
Basin B-37	Amend #5					3,400	0.26	1,342					34	12	5		
District 12 SLCDD -463																	
Hammock MMTP	Amend #5					751		1,145					4	8	6		
		4 X per year					6 X per year										
Total Quantities		0	0	0	0	50,236	2.32	7,457	0	969	0	0	143	71	29		
Unit Price		\$1.65	\$1.60	\$1.40	\$0.40	\$0.65	\$90.00	\$1.75	\$0.70	\$0.50	\$0.60	\$0.90	\$15.00	\$15.00	\$125.00		
Total \$		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 32,653.40	\$ 1,252.80	\$ 13,049.75	\$ 0.00	\$ 484.50	\$ 0.00	\$ 0.00	\$ 2,145.00	\$ 1,065.00	\$ 3,625.00		
Amendment Total															\$ 54,275.45		

Amendment #5 (Effective March 1, 2022)

*Pine Straw dollars are no longer included in the Contract Value

CONTRACTOR APPROVAL: _____

EXHIBIT A

LANDSCAPE AND IRRIGATION MAINTENANCE - DISTRICT 12 BASINS & ROADWAYS

Contract #18P-014

Vendor: CEPRA LANDSCAPING LLC - VENDOR #3262971

D12 SLCDD

District:

Area Description	Original or Amendment #	Annuals (x4 changeouts/ year)	St Augustine (Sq. yds.)	Bahia Low (Sq. yds)	Bahia Turf Standard (Sq. yds)	Bahia Pasture (per acre) (sq. per year)	Standard or Shrub Beds (sq. yds.)	Low or Basin Beds (sq. yds.)2	Mulch Beds (sq. yds.)	Misc Open Spaces (sq. yds.)	Natural Buffers (sq. yds.)	Trees	Palms	Irrigation Zones	
District 12 Basins -469															
Fenney Guardhouse Ponds	ORIGINAL	543	111	0	0	0	1,400	0	0	0	0	8	0	12	
Basin 5	ORIGINAL	0	457	0	5,816	0	1,675	0	0	0	0	81	21	3	
Basin 6	ORIGINAL	0	0	0	19,053	0	4,853	0	0	0	0	105	45	7	
Basin 7	ORIGINAL	0	0	0	4,070	0	1,073	0	0	0	0	40	22	2	
Basin 8	ORIGINAL	0	0	0	6,447	0	1,279	0	0	0	0	39	22	1	
Basin 9a	ORIGINAL	0	0	0	4,520	0	11,129	0	0	0	0	30	10	9	
Basin 13	ORIGINAL	0	668	0	2,916	0	6,661	0	0	0	0	145	45	9	
Basin 13A	ORIGINAL	0	0	0	3,357	0	968	0	0	0	0	26	13	2	
Basin 14	ORIGINAL	0	0	0	58,821	0	5,307	0	0	0	0	313	53	8	
Basin B-15	ORIGINAL	0	0	0	55,998	0	6,363	0	0	0	0	159	72	6	
Basin B-16	ORIGINAL	0	0	0	4,191	0	2,095	0	0	0	0	42	20	5	
Basin 17	ORIGINAL	0	379	0	0	0	3,466	0	0	0	0	68	19	7	
Basin 18	ORIGINAL	0	0	0	13,881	0	3,179	0	0	0	0	61	22	3	
Basin 19	ORIGINAL	0	89	0	2,549	0	792	0	0	0	0	19	13	3	
Basin 20	ORIGINAL	0	777	0	3,373	0	1,319	0	0	0	0	40	14	6	
Basin B-21	ORIGINAL	0	2,381	0	9,353	0	3,570	0	0	0	0	110	41	15	
Basin 22	ORIGINAL	0	1,078	0	2,855	0	1,110	0	0	0	0	25	13	8	
Basin B-23 & 27	ORIGINAL	0	1,913	0	16,468	0	4,284	0	0	0	0	142	60	13	
Basin B-24	ORIGINAL	0	0	0	11,774	0	1,342	0	0	0	0	42	20	6	
Basin B-25	ORIGINAL	0	2,372	0	5,125	0	2,754	0	0	0	0	26	36	5	
Basin 28	ORIGINAL	0	0	0	7,770	0	1,733	0	0	0	0	37	17	8	
VOSO Unit 14 Tract	Amend #1	0	0	0	3,327	0	0	0	0	0	0	0	0	0	
VOSO Unit 15 Tract	Amend #1	0	0	0	1,651	0	0	984	0	0	0	4	12	5	
VOSO BW-10	Amend #1	0	113	0	5,847	0	0	2,133	0	0	0	54	20	12	
Basin 1	Amend #1	0	0	0	4,873	0	0	3,740	0	0	0	74	25	4	
Basin 2	Amend #1	0	0	0	4,406	0	0	1,167	0	0	0	35	16	2	
Basin 3	Amend #1	0	1,933	0	18,714	0	0	1,611	0	0	0	85	17	3	
Basin 4	Amend #1	0	0	0	2,747	0	0	1,052	0	0	0	33	9	2	
Basin 9	Amend #1	0	306	0	4,869	0	0	1,672	0	0	0	43	24	3	
Basin 10	Amend #1	0	0	0	9,069	0	0	2,073	0	0	0	58	13	2	
Basin 11	Amend #1	0	112	0	4,217	0	0	2,746	0	0	0	43	37	3	
Basin 12	Amend #1	0	96	0	1,900	0.0	0	1,091	0	0	0	33	23	4	
Basin 29	Amend #1	0	0	0	24,737	0.0	0	1,804	0	0	0	38	17	1	
BW-1 Offsite	Amend #2	0	125	0	2,997	0.0	0	367	0	0	0	39	0	3	
BW-2	Amend #2	0	0	0	25,144	0.0	0	4,143	0	0	0	165	55	21	
BN-3	Amend #2	0	0	0	3,832	0.0	0	1,359	0	0	0	28	12	3	
BN-6	Amend #2	0	814	0	2,719	0.0	0	1,849	0	0	0	46	17	4	
BE-88	Amend #2	0	0	0	38,860	0.0	0	2,522	2,680	0	0	30	10	6	
BE-4	Amend #2	0	1,451	0	12,773	0.0	0	1,127	127	0	0	14	13	6	
BE-1A West PH1	Amend #2	0	3,338	0	7,506	0.0	0	3,398	0	0	0	226	95	19	
BN-2	Amend #2	0	1,284	0	9,664	0.0	0	2,651	44	0	0	14	21	6	
U36 & 36A Buffer	Amend #2	0	0	0	6,508	4.1	0	0	0	0	2,930	30	66	5	
BN-5	Amend #2	0	2,566	0	3,222	0.0	0	1,181	0	0	0	43	13	3	
BE-2	Amend #2	0	0	0	22,720	0.0	0	2,542	747	0	0	106	17	6	
BE-7A	Amend #2	0	5,098	0	15,030	0.0	0	2,824	0	0	0	81	21	8	
BN 7-10	Amend #2	0	2,991	0	10,461	3.4	6,486	442	8,271	0	0	85	30	11	
BN-17	Amend #2	0	0	0	7,005	0.0	0	1,213	157	0	0	18	8	4	
SC-3	Amend #2	0	0	0	21,918	0.0	0	1,998	0	0	0	132	9	3	
BN 4	Amend #2	0	0	25,873	18,615	4.9	1,608	2,931	3,318	0	0	344	39	8	
BE-5A/6A	Amend #2	0	0	0	27,192	0.0	0	1,312	2,571	0	0	70	0	4	
BN-22	Amend #2	0	0	0	4,718	0.0	0	860	95	0	0	30	18	2	
BE-3	Amend #2	0	4,861	0	10,345	0.0	0	1,239	977	0	0	146	40	12	
BN-25	Amend #2	0	0	2,630	1,858	0.0	135	587	0	0	0	31	0	2	
U 34 & 35A Buffer	Amend #2	0	1,256	2,867	9,324	6.8	467	82	199	0	3,974	103	72	12	

EXHIBIT A

Contract #18P-014 LANDSCAPE AND IRRIGATION MAINTENANCE - DISTRICT 12 BASINS & ROADWAYS Vendor: CEPRA LANDSCAPING LLC - VENDOR #3262971 District: D12 SLICDD

Area Description	Original or Amendment #	Annuals (x4 changeouts/ year)	St Augustine (Sq. yds.)	Bahia Low (Sq. yds)	Bahia Turf Standard (Sq. yds)	Bahia Pasture (per acre) (sq. per year)	Standard or Shrub Beds (sq. yds.)	Low or Basin Beds (sq. yds.)2	Mulch Beds (sq. yds.)	Misc Open Spaces (sq. yds.)	Natural Buffers (sq. yds.)	Trees	Palms	Irrigation Zones
BN-19	Amend #2	0	46	0	6,119	0.0	0	567	0	0	0	13	13	7
BN-26	Amend #2	0	0	0	3,026	0.0	0	896	0	0	0	27	14	3
BN-18	Amend #2	0	0	0	6,492	2.6	430	0	0	0	0	31	14	2
BN-11	Amend #2	0	342	0	5,565	0.0	0	1,820	0	0	0	28	20	6
BN-21	Amend #2	0	0	0	5,586	0.0	0	1,318	0	0	0	30	22	4
BN-24	Amend #2	0	0	0	14,583	3.6	656	1,093	0	0	0	58	28	5
BN-27	Amend #3	0	0	0	5,194	0.0	1,286	0	54	0	0	38	16	2
BN-28	Amend #3	0	0	0	6,903	0.0	716	0	79	0	0	29	0	2
BN 13 & 14	Amend #3	0	0	0	4,850	0.0	761	0	0	0	0	4	7	2
BN 29 & 30	Amend #3	0	0	25,859	3,250	0.0	0	241	167	19,375	4,080	127	21	6
BN-23	Amend #3	0	0	0	4,854	0.0	2,165	0	286	0	0	0	0	3
Basin B-50	Amend #5	0	0	0	29,678	2.1	1,930	0	194	0	0	49	22	5
Basin B-55	Amend #5	0	0	0	16,407	0.0	3,040	0	775	0	0	56	29	13
Basin B-37	Amend #5	0	0	0	3,400	0.3	1,342	0	0	0	0	34	12	5
Total Quantities		543	36,957	57,229	703,012	28	87,374	60,635	20,741	19,375	10,984	4,363	1,565	392
Unit Price		\$ 1.65	\$ 1.40	\$ 0.40	\$ 0.65	\$90.00	\$ 1.75	\$ 0.70	\$ 0.50	\$ 0.60	\$ 0.90	\$ 15.00	\$ 15.00	\$ 125.00
Total \$		\$3,583.80	\$51,739.80	\$22,891.60	\$456,957.80	\$14,968.80	\$152,904.50	\$42,444.50	\$10,370.50	\$11,625.00	\$9,885.60	\$65,445.00	\$23,475.00	\$49,000.00
District 12 SLICDD -463														
Fenney Way 468 104E Main entry	ORIGINAL	0	922	0	0	0	1,397	0	0	0	0	17	0	6
Fenney Way Phase 1	ORIGINAL	5,130	9,983	0	0	0	8,054	0	0	0	0	31	58	39
Fenney Way Phase 1 (Reduced)	Amend #1	(1,808)	(6,564)	0	0	0.0	(4,042)	0	0	0	0	(23)	(64)	(29)
Fenney Way Ph2	ORIGINAL	0	11,102	0	0	0.0	3,854	0	0	0	0	39	64	29
Fenney Way Ph2 (Removed)	Amend #1	0	(11,102)	0	0	0.0	(3,854)	0	0	0	0	(39)	(64)	(29)
Fenney Way Ph3	ORIGINAL	63	7,577	0	0	0.0	3,235	0	0	0	0	49	56	28
Fenney Way Ph3 (Removed)	Amend #1	(63)	(7,577)	0	0	0.0	(3,235)	0	0	0	0	(49)	(56)	(28)
Vof Frontage 468	Amend #1	0	4,994	0	0	0.0	2,260	0	0	0	0	34	32	16
Reader Path South	Amend #1	580	983	0	0	0.0	2,959	0	0	0	0	0	5	8
125 Entry & GH	Amend #2	596	7,396	0	803	0.0	4,347	0	0	0	0	131	80	22
Swallowtail NRC mulch area	Amend #2	0	0	0	3,547	0.0	36	0	1,604	0	0	0	2	2
Marsh Bend MMTP PH1	Amend #2	0	8,073	0	3,550	0.0	0	1,934	0	0	0	61	26	7
Marsh Bend Trail PH1	Amend #2	503	5,929	0	0	0.0	4,702	0	204	0	0	40	69	21
Corbin Trail 131 E Entry (Linden)	Amend #2	516	3,772	0	2,889	0.0	2,376	0	67	0	0	12	20	10
Monarch Gove 133 Entry	Amend #2	267	4,541	0	0	0.0	2,267	0	0	0	0	11	23	13
Warm Springs Ave pt 2	Amend #2	1,554	7,522	0	33,308	0.0	3,103	0	0	0	0	27	53	15
Fenney Way PH 6	Amend #2	768	4,064	0	0	0.0	1,987	0	0	0	0	11	43	10
Warm Springs Ave U24 Front & Open Space	Amend #2	0	1,335	0	5,201	4.3	492	0	7,771	0	0	8	34	6
Warm Spring Ave Unit/Villa Frontage	Amend #2	0	0	0	5,245	0.0	3,697	0	1,153	0	0	16	60	9
Maria Villas-Perimeter	Amend #2	0	0	0	4,186	2.0	109	972	279	0	0	11	0	6
Marsh Bend MMTP PH3 Pt1	Amend #2	0	0	0	3,532	3.5	0	747	0	0	0	37	0	2
U31 Open Space	Amend #2	0	0	0	3,804	1.7	22	0	4,554	0	0	9	8	1
Hogeye SUP PH2	Amend #2	0	0	0	16,000	6.9	1,575	167	140	0	0	34	18	3
Hogeye SUP	Amend #2	0	0	6,646	6,001	0.0	1,217	0	0	0	0	54	14	11
Everglades RRC	Amend #2	0	1,271	12,113	8,238	0.0	572	1,100	0	0	0	136	0	9
CR 501	Amend #2	2,902	25,611	0	7,787	0.0	5,339	0	0	0	0	43	123	51
U28 Open Space	Amend #2	0	0	3,469	0	0.0	0	0	1,122	0	0	0	0	0
Deluna SUP	Amend #2	0	0	0	12,743	18.0	5,142	0	0	0	0	26	0	6
Marsh Bend MMTP PH3 PH2	Amend #2	0	0	8,635	8,712	6.2	326	324	1,456	0	1,888	71	42	8
Marsh Bend MMTP PH2	Amend #2	0	0	0	7,680	3.8	0	0	0	0	0	51	0	1
Fenney Way 140 Entry	Amend #2	520	2,069	0	1,066	0.0	1,217	0	0	0	0	8	30	9
U36 & 36A Buffer PH2	Amend #2	0	0	0	3,287	2.9	0	0	0	0	1,534	20	28	6
BE-1A PH2	Amend #2	0	0	5,881	0	0.0	0	3,713	0	0	0	112	32	5
Warm Springs Ave Part 1	Amend #2	0	6,175	0	22,617	0.0	1,485	0	0	0	0	16	31	22
Warm Springs Ave Pt 2	Amend #3	1,554	6,222	0	17,679	0.0	3,103	0	0	0	31	27	53	44
Warm Springs Ave 301-505	Amend #3	1,432	12,222	0	21,073	0.0	5,462	0	0	0	0	61	66	54

LANDSCAPE AND IRRIGATION MAINTENANCE - DISTRICT 12 BASINS & ROADWAYS

Contract #18P-014

Vendor: CEPRA LANDSCAPING LLC - VENDOR #3262971

District: D12 SLCDD

Area Description	Original or Amendment #	QUANTITIES (+) OR (-)													Trees	Palms	Irrigation Zones
		Annuals (x4 changeouts/year)	St Augustine (Sq. yds.)	Bahia Low (Sq. yds)	Bahia Turf Standard (Sq. yds)	Bahia Pasture (per acre) (6x per year)	Standard or Shrub Beds (sq. yds.)	Low or Basin Beds (sq. yds.)2	Mulch Beds (sq. yds.)	Misc Open Spaces (sq. yds.)	Natural Buffers (sq. yds.)						
Spanish Moss NRC (PW Areas)	Amend #4		13,778	0	1,883	0.0	6,591	0	8,365		0	99	30		16		
Fenney VRC (PW Areas)	Amend #4	221	3,474	0	18,402	0.0	11,198	0	0		0	33	19		16		
Hammock MMTp	Amend #5				751		1,145					4	8		6		
Total Quantities		14,735	129,653	30,863	233,631	49.3	78,138	8,957	26,715	0	3,453	1,228	943		431		
Unit Price		\$ 1.65	\$ 1.40	\$ 0.40	\$ 0.65	\$90.00	\$ 1.75	\$ 0.70	\$ 0.50	\$ 0.60	\$ 0.90	\$ 15.00	\$ 15.00		\$ 125.00		
Total \$		\$97,251.00	\$181,514.20	\$12,345.20	\$151,860.15	\$26,622.00	\$136,741.50	\$6,269.90	\$13,357.50	\$0.00	\$3,107.70	\$18,420.00	\$14,145.00		\$53,875.00		
		4 X per year				6 X per year									\$715,509.15		
Total COMBINED Quantities		15,278	166,610	88,092	936,643	77.0	165,512	69,592	47,456	19,375	14,437	5,591	2,508		823		
Unit Price		\$1.65	\$1.40	\$0.40	\$0.65	\$90.00	\$1.75	\$0.70	\$0.50	\$0.60	\$0.90	\$15.00	\$15.00		\$125.00		
Total COMBINED \$		\$ 100,834.80	\$ 233,254.00	\$ 35,236.80	\$ 608,817.95	\$41,590.80	\$ 289,646.00	\$ 48,714.40	\$ 23,728.00	\$ 11,625.00	\$ 12,993.30	\$ 83,865.00	\$ 37,620.00		\$ 102,875.00		
TOTAL CONTRACT VALUE		Annual Amount														\$ 1,630,801.05	
		Monthly Amount														\$ 135,900.09	

* Per Scope of Work - "Pine Straw Replacement is not in this Agreement but will be performed under a separate agreement twice per year"



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Brandy L. Cook, Budget Director

DATE: 2/14/2022

SUBJECT: **Recommend Approval: Resolution 2022-09 Depression/Pipe Repairs**

ISSUE: Recommend to the Sumter Landing Community Development District (SLCDD) Board of Supervisors approval of Resolution 2022-09 to amend the Fiscal Year 2021-22 Project Wide Fund Budget for flood control pumps, depression repairs and stormwater pipe repair costs.

ANALYSIS/INFORMATION:

There have been several new and recurring depressions formed within the Project Wide Fund areas. The estimated costs for the various depression projects include \$100,000 for engineering services and \$700,000 for the necessary repair costs including grout repairs, basin liner repairs and geo-technical inspections. Based on pipe inspections, several emergency stormwater pipe replacements were necessary at an estimated cost of \$200,000.

Although District Property Management (DPM) has not yet expended this amount to date this fiscal year, DPM requests to have the funds available, as required, versus multiple budget resolutions throughout the year. Additional funds have been included in the requested amount for unexpected repairs through the end of the FY. Additionally, starting next FY, DPM will budget for sinkholes, depressions, and pipe repair projects.

The following Project Wide Depressions and Pipe repair projects have been completed by DPM at a total cost of \$40,378: Basin 5-2 Depression (Project Complete \$14,750), Conservation Trail Pipe Repairs (Project Complete \$25,628).

The following Project Wide Depressions and Pipe repair projects are still actively being worked on by DPM: Bacall Golf Course Depression (Estimate \$19,758), Basin 12-10 Depression (Estimate \$225,000), Devon Villas Pipe Repair (Estimate \$25,000), Fenney Entry Depression (Pending Engineering Recommendations), Livingston Pipe Repair (Estimate \$29,826), Longleaf Golf Course Pipe Repair (Pending Engineering Recommendations), Morven Parkway Pipe Repair (Estimate \$76,500), Noble Way Pipe Repair (\$6,575 Pending Additional Engineering Recommendations), Pimlico Starter Shack Depression (Estimate \$41,360), Tunnel MR-3 Depression (Pending Engineering Recommendations).

Additionally, there are two flood control pumps at Lake Sumter that have failed and require rebuild. The

estimated cost to rebuild them and maintain temporary pumps is \$92,000.

The Fiscal Year 2021-22 Project Wide Fund Budget will need to be adjusted in the amount of \$1,092,000 using available Working Capital for depression repairs, flood control pumps, and stormwater pipe repair costs.

STAFF RECOMMENDATION:Staff recommends the Project Wide Advisory Committee send to the Sumter Landing Community Development District Board a recommendation to adopt Resolution 2022-09, amending the Fiscal Year 2021-22 Project Wide Fund Budget in the amount of \$1,092,000 for depression repairs, flood control pumps, and stormwater pipe repair costs.

MOTION:Move to recommend the Sumter Landing Community Development District Board adopts Resolution 2022-09 to amend the Fiscal Year 2021-22 Project Wide Fund Budget.



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Mark LaRock, Purchasing Director; Susi Belon, Buyer

DATE: 2/14/2022

SUBJECT: **Award of Request for Proposal (RFP) #22P-001 – Aquatic Weed Control Services**

ISSUE:

Review and approval to present a recommendation of award for Request for Proposal (RFP) #22P-001 Aquatic Weed Control Services to Solitude Lake Management, LLC. To the Sumter Landing Development District (SLCDD) Board.

ANALYSIS/INFORMATION:

On November 17, 2021, staff issued a Request for Proposals for aquatic weed control services for the Village Center Community Development District, Sumter Landing Community Development District and the Villages Community Development Districts No. 1 through 4. Services include the chemical and herbicidal treatment of all ponds and retention areas to keep them clear of any exotic and/or nuisance species of aquatic submersed, floating and/or emergent plant, algae, weeds or any other type of unsightly and or nuisance vegetation based on a set application schedule as decided by District Property Management (DPM). Services will also include the manual removal of plants, algae and weeds, litter control and water quality testing services based on an as needed basis, or as directed by DPM.

Three (3) Suppliers submitted proposals for the RFP. One (1) Supplier was rejected from the competition as non-responsive and two (2) Suppliers were presented to the Selection Committee members for review and evaluation.

The Selection Committee met on January 11, 2022 to score and rank the respondents according to the criteria set forth in the RFP (see attached Evaluation Criteria). When evaluating proposals, the Selection Committee considers each Supplier's experience, qualifications and technical capabilities including references, managerial and personnel capabilities, adequate staffing, training programs, cost, and the thoroughness of their overall proposals. Below are the proposed prices and the Selection Committee scores and rankings for all respondents based on the evaluation of these criteria:

		Selection Committee	Proposed Unit Cost
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Rank	Supplier	Score (out of 500)	(per month/per acre)
1	Solitude Lake Management, LLC	474	\$35.00
2	Clarke Aquatic Services, Inc.	425	\$63.80

As stated in the RFP, the highest ranked Supplier would be awarded the contract. Based on the evaluation scores and rankings, staff is requesting that #1 ranked Solitude Lake Management, LLC be awarded RFP #22P-001 utilizing the pricing submitted as stated on Exhibit A. Solitude Lake Management, LLC has prior experience performing services for the District. If approved, the term of this Agreement for Services will be March 1, 2022 through September 30, 2024 with the option to renew for one (1) two (2) year period. Prices will remain firm and fixed for the initial term.

BUDGET IMPACT:

The FY 21/22 Budget includes \$340,495.00 in the Project Wide Fund for the remaining 7 months of Aquatic Weed Control Services. The award recommendation amount is \$298,832.00 resulting in a savings of \$41,663.00

STAFF RECOMMENDATION:

Staff is requesting approval to present a recommendation of award to the Sumter Landing Community Development District Board for RFP #22P-001 Aquatic Weed Control Services to the #1 ranked Supplier, Solitude Lake Management, LLC, in the total Agreement amount of \$298,831.40 (\$42,690.20/month) for seven months in FY21/22 and an initial term amount of \$1,323,396.20 based on the fixed and firm pricing reflected in Exhibit A.

MOTION:

Motion to approve the request to present a recommendation of award for RFP #22P-001 Aquatic Weed Control Services to the #1 ranked Supplier, Solitude Lake Management, LLC, in the total Agreement amount of \$298,831.40 (\$42,690.20/month) for seven months in FY21/22 and an initial term amount of \$1,323,396.20 based on the fixed and firm pricing reflected in Exhibit A to the Sumter Landing Community Development District Board at their February 2022 meeting.

ATTACHMENTS:

Description	Type
❑ RFP #22P-001 Agreement and Exhibit A	Exhibit
❑ Individual Criteria Scores and Rankings	Backup Material
❑ Evaluation Worksheet	Backup Material

**AGREEMENT FOR SERVICES BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND SOLITUDE LAKE MANAGEMENT, LLC
FOR AQUATIC WEED CONTROL SERVICES
RFP #22P-001**

THIS AGREEMENT is made this 14th day of February 2022, by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), and effective on March 1, 2022, whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **SOLITUDE LAKE MANAGEMENT, LLC** (hereafter referred to as "CONTRACTOR/CONTRACTOR"), whose address is 4450 PEN LANE, SUITE 104, LUTZ, FL 33559.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Aquatic Weed Control, and wishes to enter into an Agreement with a party capable of providing suitable services; and

WHEREAS, CONTRACTOR provides suitable services for properties such as those owned or operated by the DISTRICT, and wishes to enter into a contract whereby the CONTRACTOR performs services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

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

1. SERVICES BY CONTRACTOR

- 1.1 CONTRACTOR, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Aquatic Weed Control Services, Request for Proposals (RFP) #22P-001, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 All maintenance and repair of equipment shall be the responsibility of the CONTRACTOR, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.
- 1.3 The CONTRACTOR shall promptly notify the DISTRICT of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the CONTRACTOR required by this Agreement. CONTRACTOR agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- 1.4 The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR 's operations, including site clean-up and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this Agreement is performed in compliance with all local, state and federal regulations.
- 1.5 All CONTRACTOR and Subcontractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- 1.6 CONTRACTOR shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.

EXHIBIT A

- 1.7 CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT 's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the CONTRACTOR 's employees.
- 1.8 CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, CONTRACTOR must only employ individuals who are legally authorized to work in the United States of America. CONTRACTOR hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including Subcontractor) employed/assigned during the contract term by the CONTRACTOR to perform work pursuant to this Agreement. To certify participation in the program, CONTRACTOR and any Subcontractor to the CONTRACTOR, is required to sign an E-Verify CONTRACTOR/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.

2. PAYMENT

- 2.1 In consideration of the services provided by the CONTRACTOR pursuant to this Agreement, DISTRICT agrees to pay to CONTRACTOR the unit prices submitted by CONTRACTOR as a result of CONTRACTOR's response to RFP #22P-001 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted via email to accountspayable@districtgov.org Payment by the DISTRICT will be made after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 The DISTRICT agrees to pay the CONTRACTOR for additional work performed by the CONTRACTOR pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the CONTRACTOR under the terms of this Agreement.

3. CONTRACT DOCUMENTS

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

- 3.1 Request for Proposals
- 3.2 Instructions, Terms, and Conditions
- 3.3 Proposal Forms
- 3.4 Proposer's Certification
- 3.5 Insurance Requirements
- 3.6 General Terms and Conditions
- 3.7 Scrutinized Companies
- 3.8 Drug Free Workplace Certificate
- 3.9 Statement of CONTRACTOR's Experience, Equipment & Personnel
- 3.10 E-Verify CONTRACTOR/Subcontractor Affidavit
- 3.11 Scope of Work / Specifications
- 3.12 Agreement for Services
- 3.13 Permits / Licenses
- 3.14 All Proposal Addenda Issued Prior to Proposal Opening Date
- 3.15 All Modifications and Change Orders Issued
- 3.16 Notice of Award / Notice to Proceed

EXHIBIT A

3. TERM

The initial term of this Agreement shall be March 1, 2022 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, unless either party provides a minimum ninety (90) day written notice of non-renewal. **The prices awarded by CONTRACTOR 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, CONTRACTOR 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) two (2) year renewal term. No increase will exceed 5%.

5. INSURANCE

5.1 General Liability. CONTRACTOR shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants and Subcontractor 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.

5.2 Automobile Liability Insurance covering all automobiles and trucks the CONTRACTOR may use in connection with this RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. DISTRICT(s) shall be named as Additional Insured.

5.3 Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.

5.4 Waiver of Subrogation: By entering into any contract as a result of this RFP, CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.

5.5 Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. CONTRACTOR and any sub consultants or Subcontractor shall comply fully with the Florida Worker's Compensation Law. CONTRACTOR must provide certificate of insurance showing Worker's Compensation coverage.

5.6 Certificate(s) shall be dated and show:

5.6.1 The name of the insured CONTRACTOR, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.

5.6.2 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.

5.6.3 Subrogation of Waiver clause.

5.6.4 The Village Center 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.

5.6.5 The CONTRACTOR shall require of each its sub consultants and/or Subcontractor 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 Subcontractor in its policy as described above.

5.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

EXHIBIT A

6. 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.

7. SELF HELP BY DISTRICT

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

7.2 All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.

7.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the CONTRACTOR in default in accordance with applicable provisions of the Agreement.

7.4 The accumulation of three (3) 72 hour notices within a 6 month period may result in termination of the Agreement as determined by the DISTRICT.

7.5 SATISFACTORY PERFORMANCE

7.5.1 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, CONTRACTOR agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.

7.5.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a daily basis by the DISTRICT. CONTRACTOR performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

- 7.5.3 Any damage to DISTRICT property by the CONTRACTOR 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 CONTRACTOR responsible for said area and cost of repairs.

8. TERMINATION BY THE DISTRICT

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

9. ASSIGNMENT

- 9.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

10. NOTICE OF SALE OR MERGER

- 10.1 CONTRACTOR may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event CONTRACTOR intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing

the services required of CONTRACTOR under this Agreement, or to a third party that is not approved by DISTRICT, then CONTRACTOR shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from CONTRACTOR for its breach of contract, in addition to any other remedy provided for in this Agreement.

11 BREACH OF CONTRACT

11.1 The failure of CONTRACTOR to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by CONTRACTOR. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the CONTRACTOR from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

12 OTHER MATTERS

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

12.2 CONTRACTOR shall 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 Human Resources Department; however, the CONTRACTOR acknowledges that the DISTRICT shall have no responsibility for making any disclosures to CONTRACTOR's employees or agents.

12.3 The obligations of the CONTRACTORS under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.

12.4 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.

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

12.6 CONTRACTOR does hereby specifically promise and agree to "hold harmless", defend and indemnify the DISTRICT and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

12.7 CONTRACTOR shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further CONTRACTOR shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.

12.8 These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

- 12.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the CONTRACTOR as provided for in Exhibit "A" to the Agreement.
- 12.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 12.11 Time is of the essence in the performance of this Contract. The CONTRACTOR specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the CONTRACTOR.

13 CONTRACTOR'S REPRESENTATIONS

- 13.1 CONTRACTOR makes the following representations:
- 13.2 CONTRACTOR has familiarized himself with the nature and extent of the Agreement Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 13.3 CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the bid, and that CONTRACTOR has satisfied itself relative to the work to be performed.
- 13.4 CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Agreement Documents.
- 13.5 CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.
- 13.6 CONTRACTOR declares that submission of a proposal for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Agreement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 13.7 Equal Opportunity: CONTRACTOR assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Agreement.
- 13.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a CONTRACTOR, CONTRACTOR, 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.
- 13.9 Public Records Act/Chapter 119 Requirements: CONTRACTOR /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this agreement is one for which services are provided by doing the following:
- 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 CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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 **SOLITUDE LAKE MANAGEMENT, LLC** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

SOLITUDE LAKE MANAGEMENT, LLC

By: _____

By: David Fisher

David Fisher

Print Name _____

Print Name _____

Sr. Vice President

Print Title _____

Print Title _____

1/25/22

Date _____

Date _____

Attest _____

Attest [Signature]

EXHIBIT A

SLCDD Proposal Form

Basin Names	Acres	Unit Cost (per month / per acre)	Annual Amount
D5-1	0.91		\$382.20
D5-2	1.36		\$571.20
D5-3	2.81		\$1,180.20
D5-5	3.41		\$1,432.20
D5-7	0.72		\$302.40
D5-8	3.66		\$1,537.20
D5-9	4.01		\$1,684.20
D5-10	3.93		\$1,650.60
D5-11	2.16		\$907.20
D5-12	1.34		\$562.80
D5-13	4.10		\$1,722.00
D5-14	4.91		\$2,062.20
D5-15	3.16		\$1,327.20
D5-17	10.31		\$4,330.20
D5-18	2.03		\$852.60
D5-19	0.54		\$226.80
D5-20	0.69		\$289.80
D5-21	5.32		\$2,234.40
D5-23	3.82		\$1,604.40
D5-24	2.19		\$919.80
D5-25	1.60		\$672.00
D5-26	5.00		\$2,100.00
D5-27	1.55		\$651.00
D5-28	1.91		\$802.20
D5-31	1.77		\$743.40
D5-32	4.34		\$1,822.80
D5-33	3.13		\$1,314.60
D5-34	8.42		\$3,536.40
D5-35	9.41		\$3,952.20
D5-36	0.00		\$0.00
D5-37	0.00		\$0.00
D5-38	1.90		\$798.00
D5-39	2.99		\$1,255.80
D5-40	1.84		\$772.80
D5-43	0.96		\$403.20
D5-44	4.90		\$2,058.00
D5-45	1.03		\$432.60
D5-46	4.97		\$2,087.40
D5-47	9.40		\$3,948.00
D5-48	7.01		\$2,944.20
D5-49	11.67		\$4,901.40
D5-50	4.54		\$1,906.80
D5-51	5.92		\$2,486.40
D5-52	4.25		\$1,785.00
D5-53	3.63		\$1,524.60
D5-54	1.35		\$567.00
D5-57	1.21		\$508.20

Basin Names	Acres	Unit Cost (per month / per acre)	Annual Amount
D6-1	1.60		\$672.00
D6-2	3.76		\$1,579.20
D6-3	3.23		\$1,356.60
D6-4	3.42		\$1,436.40
D6-5	4.60		\$1,932.00
D6-6	3.82		\$1,604.40
D6-7	9.85		\$4,137.00
D6-8	2.52		\$1,058.40
D6-9	12.89		\$5,413.80
D6-10	2.26		\$949.20
D6-11	3.44		\$1,444.80
D6-12	1.41		\$592.20
D6-13	6.23		\$2,616.60
D6-14	1.38		\$579.60
D6-15	0.65		\$273.00
D6-16	4.72		\$1,982.40
D6-17	3.32		\$1,394.40
D6-18	0.71		\$298.20
D6-19	2.44		\$1,024.80
D6-20	2.53		\$1,062.60
D6-21	1.48		\$621.60
D6-22	1.10		\$462.00
D6-23	1.67		\$701.40
D6-24	0.80		\$336.00
D6-25	5.22		\$2,192.40
D6-26	3.56		\$1,495.20
D6-28	1.70		\$714.00
D6-29	1.25		\$525.00
D6-31	6.72		\$2,822.40
D7-1	1.58		\$663.60
D7-2	4.38		\$1,839.60
D7-3	3.04		\$1,276.80
D7-4	2.01		\$844.20
D7-5	3.00		\$1,260.00
D7-6	3.01		\$1,264.20
D7-7	0.58		\$243.60
D7-8	2.65		\$1,113.00
D7-9	2.66		\$1,117.20
D7-10	2.28		\$957.60
D7-11	7.04		\$2,956.80
D7-12	5.03		\$2,112.60
D7-13	3.95		\$1,659.00
D7-14	0.40		\$168.00
D7-15	3.79		\$1,591.80
D7-16	3.72		\$1,562.40
D7-17	4.74		\$1,990.80
D7-18	1.29		\$541.80
D7-19	6.90		\$2,898.00
D7-20	3.47		\$1,457.40

Aquatic Weed Control

Basin Names	Acres	Unit Cost (per month / per acre)	Annual Amount
D7-21	2.31		\$970.20
D7-22	4.63		\$1,944.60
D7-23	5.65		\$2,373.00
D7-24	4.57		\$1,919.40
D8-1	0.14		\$58.80
D8-3	6.35		\$2,667.00
D8-4	1.65		\$693.00
D8-5	3.28		\$1,377.60
D8-6	1.96		\$823.20
D8-7	0.61		\$256.20
D8-8	4.51		\$1,894.20
D8-9	4.63		\$1,944.60
D8-10	3.94		\$1,654.80
D8-11	2.22		\$932.40
D8-12	0.61		\$256.20
D8-13	1.74		\$730.80
D8-14	0.95		\$399.00
D8-15	3.36		\$1,411.20
D8-16	0.92		\$386.40
D8-17	1.90		\$798.00
D8-18	1.81		\$760.20
D8-19	1.95		\$819.00
D8-20	0.89		\$373.80
D8-21	0.89		\$373.80
D8-22	1.75		\$735.00
D8-23	4.42		\$1,856.40
D8-24	2.54		\$1,066.80
D8-25	4.87		\$2,045.40
D9-1	2.57		\$1,079.40
D9-2	15.89		\$6,673.80
D9-3	3.98		\$1,671.60
D9-4	3.06		\$1,285.20
D9-5	15.34		\$6,442.80
D9-6	3.38		\$1,419.60
D9-7	2.40		\$1,008.00
D9-8	9.99		\$4,195.80
D9-9	2.37		\$995.40
D9-10	2.36		\$991.20
D9-11	3.42		\$1,436.40
D9-12	1.13		\$474.60
D9-13	2.42		\$1,016.40
D9-14	1.14		\$478.80
D9-15	2.15		\$903.00
D9-16	2.48		\$1,041.60
D9-17	2.91		\$1,222.20
D9-18	1.38		\$579.60
D9-19	1.66		\$697.20
D9-20	1.66		\$697.20
D9-21	5.27		\$2,213.40
D9-22	1.66		\$697.20

Aquatic Weed Control

Basin Names	Acres	Unit Cost (per month / per acre)	Annual Amount
D9-23	1.14		\$478.80
D9-24	4.05		\$1,701.00
D9-25	2.03		\$852.60
D9-26	7.33		\$3,078.60
D9-27	11.41		\$4,792.20
D9-28	5.66		\$2,377.20
D9-29 MISSION HILLS	1.39		\$583.80
D9-32	1.22		\$512.40
D9-33	2.14		\$898.80
D9-38	1.1		\$462.00
D9-39	0.85		\$357.00
D9-40	1.65		\$693.00
D9-41	3.29		\$1,381.80
D9-42	0.84		\$352.80
D9-43	1.53		\$642.60
D9-44	1.56		\$655.20
D9-45	5.66		\$2,377.20
D10-1	1.2		\$504.00
D10-2	1.13		\$474.60
D10-3	4.81		\$2,020.20
D10-4	3.28		\$1,377.60
D10-5	3.09		\$1,297.80
D10-6	6.26		\$2,629.20
D10-7	9.72		\$4,082.40
D10-8	1.13		\$474.60
D10-9	2.37		\$995.40
D10-10	1.45		\$609.00
D10-13	0.53		\$222.60
D10-14	0.87		\$365.40
D10-16	1.39		\$583.80
D10-18	1.98		\$831.60
D10-20	2.61		\$1,096.20
D10-21	8.52		\$3,578.40
D10-22	1.03		\$432.60
D10-23	3.40		\$1,428.00
D10-24	3.48		\$1,461.60
D10-25	2.17		\$911.40
D10-29	1.04		\$436.80
D10-31	1.21		\$508.20
D10-32	5.52		\$2,318.40
D10-34	3.07		\$1,289.40
D10-37	0.96		\$403.20
D10-39	1.00		\$420.00
D10-40	0.55		\$231.00
D10-42	1.54		\$646.80
D10-43	3.17		\$1,331.40
D10-44	2.86		\$1,201.20
D10-45	4.02		\$1,688.40
D10-46	2.42		\$1,016.40

Aquatic Weed Control

Basin Names	Acres	Unit Cost (per month / per acre)	Annual Amount
D10-47	2.90		\$1,218.00
D10-48	3.61		\$1,516.20
D10-49	56.24		\$23,620.80
D10-50	7.49		\$3,145.80
D10-52	2.68		\$1,125.60
D10-54	4.41		\$1,852.20
D10-55	0.37		\$155.40
D10-57	2.73		\$1,146.60
D10-58	2.02		\$848.40
D10-63	3.94		\$1,654.80
D10-65	2.27		\$953.40
D10-67	0.19		\$79.80
D10-68	0.79		\$331.80
D10-70	0.97		\$407.40
D10-71	0.94		\$394.80
D10-72	0.77		\$323.40
D10-73	4.21		\$1,768.20
D10-74	8.75		\$3,675.00
D10-76	0.65		\$273.00
D10-77	0.34		\$142.80
D11-1	1.07		\$449.40
D11-2	3.04		\$1,276.80
D11-3	5.17		\$2,171.40
D11-4	1.62		\$680.40
D11-5	1.15		\$483.00
D11-6	1.06		\$445.20
D11-7	0.73		\$306.60
D11-8	2.03		\$852.60
D11-9	2.94		\$1,234.80
D11-10	1.95		\$819.00
D11-11	0.83		\$348.60
D11-12	4.99		\$2,095.80
D11-13	4.62		\$1,940.40
D11-14	1.29		\$541.80
D11-15	2.45		\$1,029.00
D11-16	1.31		\$550.20
D11-17	0.34		\$142.80
D11-18	2		\$840.00
D11-19	0.25		\$105.00
D11-20	0.27		\$113.40
D11-21	0.62		\$260.40
D12-1	3.64		\$1,528.80
D12-2	2.32		\$974.40
D12-3	6.31		\$2,650.20
D12-4	1.92		\$806.40
D12-5	4.14		\$1,738.80
D12-6	8.98		\$3,771.60
D12-7	1.92		\$806.40

Basin Names	Acres	Unit Cost (per month / per acre)	Annual Amount
D12-8	3.52		\$1,478.40
D12-9	1.85		\$777.00
D12-9A	0.82		\$344.40
D12-10	5.24		\$2,200.80
D12-11	3		\$1,260.00
D12-12	1.03		\$432.60
D12-13	5.87		\$2,465.40
D12-13A	0.67		\$281.40
D12-14	6.05		\$2,541.00
D12-15	7.37		\$3,095.40
D12-16	1.26		\$529.20
D12-17	3.59		\$1,507.80
D12-18	5.09		\$2,137.80
D12-19	0.92		\$386.40
D12-20	1.38		\$579.60
D12-21	3.98		\$1,671.60
D12-22	0.75		\$315.00
D12-23	1.5		\$630.00
D12-24	1.23		\$516.60
D12-25	4.32		\$1,814.40
D12-26	1.20		\$504.00
D12-27	2.81		\$1,180.20
D12-28	0.98		\$411.60
D12-29	7.10		\$2,982.00
D12-36	6.67		\$2,801.40
D12-36AR	1.95		\$819.00
D12-37	2.01		\$844.20
D12-39	6.55		\$2,751.00
D12-39A	0.45		\$189.00
D12-39B	0.37		\$155.40
D12-50	2.90		\$1,218.00
D12-55	0.74		\$310.80
D12-55A	2.22		\$932.40
D12-BE1A	23.06		\$9,685.20
D12-BE2	4.55		\$1,911.00
D12-BE3	8.39		\$3,523.80
D12-BE4	3.38		\$1,419.60
D12-BE5A	1.00		\$420.00
D12-BE6A	1.36		\$571.20
D12-BE7A	5.51		\$2,314.20
D12-BE8A	3.22		\$1,352.40
D12-BN2	4.81		\$2,020.20
D12-BN3	1.91		\$802.20
D12-BN4	7.54		\$3,166.80
D12-DN4A	0.07		\$29.40
D12-BN5	1.94		\$814.80
D12-BN6	1.51		\$634.20
D12-BN7	1.70		\$714.00
D12-BN7A	0.56		\$235.20
D12-BN8	1.23		\$516.60

Aquatic Weed Control

Basin Names	Acres	Unit Cost (per month / per acre)	Annual Amount
D12-BN9	0.69		\$289.80
D12-BN10	0.80		\$336.00
D12-BN11	1.72		\$722.40
D12-BN12	1.84		\$772.80
D12-BN13	5.74		\$2,410.80
D12-BN15	1.60		\$672.00
D12-BN16	1.34		\$562.80
D12-BN17	1.44		\$604.80
D12-BN18	1.40		\$588.00
D12-BN19	1.22		\$512.40
D12-BN20	1.25		\$525.00
D12-BN21	1.06		\$445.20
D12-BN22	1.68		\$705.60
D12-BN23	2.67		\$1,121.40
D12-BN24	2.43		\$1,020.60
D12-BN25	1.06		\$445.20
D12-BN26	0.40		\$168.00
D12-BN27	0.99		\$415.80
D12-BN28	0.38		\$159.60
D12-BN29	0.68		\$285.60
D12-BN30	1.55		\$651.00
D12-BN31	1.35		\$567.00
D12-BNSC3	6.22		\$2,612.40
D12-BR3	0.00		\$0.00
D12-BR6	0.00		\$0.00
D12-BR8	0.00		\$0.00
D12-BR9	0.00		\$0.00
D12-BR11	0.00		\$0.00
D12-BR12	0.00		\$0.00
D12-BR13	0.00		\$0.00
D12-BW OFF	0.83		\$348.60
D12-BW1	5.17		\$2,171.40
D12-BW2	2.69		\$1,129.80
D12-BW4	1.44		\$604.80
D12-BW5A	2.12		\$890.40
D12-BW6	2.87		\$1,205.40
D121-BW7	4.68		\$1,965.60
D12-BW8	4.15		\$1,743.00
D12-BW9	1.95		\$819.00
D12-BW10	1.14		\$478.80
D13-BA11	0.41		\$172.20
D13-BA12	0.11		\$46.20
C13-BA13N	2.65		\$1,113.00
D13-BA13S	0.69		\$289.80
D13-BA14N	0.21		\$88.20
D13-BA14S	0.62		\$260.40
D13-BA15	0.68		\$285.60
D13-BA16	8.97		\$3,767.40
D13-BA17	1.51		\$634.20

Aquatic Weed Control

Basin Names	Acres	Unit Cost (per month / per acre)	Annual Amount
D13-BA18	0.93		\$390.60
D13-BA19	1.65		\$693.00
D13-BA20	0.54		\$226.80
D13-BA21	1.59		\$667.80
D13-BA22	0.87		\$365.40
D13-BE1	2.93		\$1,230.60
D13-BE2	3.28		\$1,377.60
D13-CA1	1.55		\$651.00
D13-CA2	3.86		\$1,621.20
D13-CA3	5.36		\$2,251.20
D13-CA4	3.65		\$1,533.00
D13-CA5	2.03		\$852.60
D13-CA6	1.12		\$470.40
D13-CA6A	2.06		\$865.20
D13-CA7	5.92		\$2,486.40
D13-CA8	1.11		\$466.20
D13-CA9	3.99		\$1,675.80
D13-CA10	0.96		\$403.20
D13-CA11	4.14		\$1,738.80
D13-CA13	8.04		\$3,376.80
D13-CA13A	1.71		\$718.20
D13-CA14	2.12		\$890.40
D13-CA15	6.07		\$2,549.40
D13-CA16	1.72		\$722.40
D13-CA18	5.16		\$2,167.20
D13-CA19	1.85		\$777.00
D13-CA20	0.98		\$411.60
D13-CA21	5.14		\$2,158.80
D13-CA22	2.73		\$1,146.60
D13-CA81	0.84		\$352.80
D13-CA82	0.98		\$411.60
D13-CA83	0.87		\$365.40
D13-CA84	2.60		\$1,092.00
D13-MC01A	2.80		\$1,176.00
D13-MC01B	1.13		\$474.60
D13-MC03A	0.46		\$193.20
D13-MC03B	0.50		\$210.00
D13-MC04	0.93		\$390.60
D13-MC05	0.26		\$109.20
D13-MC06A	1.74		\$730.80
D13-MC06B	1.26		\$529.20
D13-MC17	3.10		\$1,302.00
D13-MC19A	0.96		\$403.20
D13-MC19B	0.15		\$63.00
D13-MC20A	2.53		\$1,062.60
D13-MC20B	0.84		\$352.80
D13-BV1C	9.55		\$4,011.00

EXHIBIT A

Aquatic Weed Control

Basin Names	Acres	Unit Cost (per month / per acre)	Annual Amount
BR3	14.54		\$6,106.80
BR6	3.54		\$1,486.80
BR8	3.09		\$1,297.80
BR9	7.49		\$3,145.80
BR11	9.29		\$3,901.80
BR12	7.48		\$3,141.60
BR13	0.79		\$331.80
Monthly Totals	1219.72	\$35.00	
SLCDD Total Annual Amount			\$512,282.40
SLCDD Total Monthly Amount			\$42,690.20

NOTE(S):

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

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

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

DAVID FISHER, SVP
Authorized Agent Name, Title (Print)

David C. Fisher
Authorized Signature

12/7/2021
Date

Name of Proposer's Firm:

Solitude Lake Management, LLC

This document must be completed and returned with your Submittal

EXHIBIT A

ADDITIONAL SERVICES (IF NEEDED ONLY): RFP 22P-001 Aquatic Weed Control Services

ITEM #	DESCRIPTION (includes labor, equipment and material any areas not included in scope)	Unit	UNIT COST
1	Treat Algae (any areas not included in scope)	ACRE	\$250.00
2	Treat Hydrilla (any areas not included in scope)	ACRE	\$400.00
3	Treat Exotic Nuisances Species Of Aquatic Vegetation (any areas not included in scope)	ACRE	\$400.00
4	Remove Shoreline Vegetation (includes labor, equipment and disposal)	ACRE	\$3,500.00
5	Dead Fish Removal And Disposal For One Laborer (includes equipment and disposal)	HOUR	\$90.00
6	Mechanical Vegetation Removal Crew With Amphibious Mobitrac Harvesting Machine, Vermeer Chipper/Shredder And Dump Trailer	ACRE	\$3,500.00
7	Midge Larval Survey and Treatment	ACRE	\$400.00
8	Litter Removal for Bulky Items (Including labor, equipment and dump fee)	HOUR	\$90.00
9	Labor – additional services	HOUR	\$90.00

***PLEASE BE SURE TO PRICE PER SPECIFIC UNIT (Acre or Hour)**

NOTE(S):

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

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Villages 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 Agreement Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

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

DAVID FISHER, SVP

Authorized Agent Name, Title (Print)

David C. Fisher

Authorized Signature

12/7/2021

Date

Name of Proposer's Firm:

Solitude Lake Management, LLC

This document must be completed and returned with your Submittal

EXHIBIT A

RFP 22P-001
Aquatic Weed Control Services

Worksheet Sections for Solitude Lake Management, LLC	Bart Graham DPM	Mike Harris DPM	David VanVleet DPM	Mitch Leininger Executive Golf	Kurt Mancauskas Recreation	Total out of 500	Rank
Machinery, equipment & manpower (20)	16	20	16	20	20	474	1
Qualifications of proponents manpower (20)	17	20	20	20	20		
Experience (25)	20	25	25	25	23		
Quality of references (10)	8	8	10	8	9		
Price with respect to average proposal (15)	15	15	15	15	15		
Thoroughness of proposal (10)	10	10	9	10	10		
TOTALS	86	98	95	98	97		
Worksheet Sections for Clarkke Aquatic Services, Inc.						425	2
Machinery, equipment & manpower (20)	14	20	16	15	18		
Qualifications of proponents manpower (20)	15	20	19	20	20		
Experience (25)	22	25	20	25	23		
Quality of references (10)	10	8	10	10	7		
Price with respect to average proposal (15)	10	5	10	10	13		
Thoroughness of proposal (10)	10	5	9	8	8		
TOTALS	81	83	84	88	89		

SELECTION COMMITTEE EVALUATION WORKSHEET

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information to the Purchasing Department by the due date and time. Proposals will be evaluated on the following criteria:

Request for Proposals (RFP) #: 22P-001

RFP Name: Aquatic Weed Control Services

Contractor Name: _____

Reviewer Name: _____ Department: _____

Reviewer Title: _____ Date: _____

Factor	Criteria	Weight	Score
1	Machinery, Equipment and Manpower Does the Proponent possess the adequate machinery, equipment, and manpower to perform the work specified in this contract in a high quality manner?	(Max 20 points)	
2	Qualifications and Proponents Manpower What qualifications and experience do key personnel possess? (training, licenses, and/or certifications)	(Max 20 points)	
3	Experience of the Organization Does the Proponent possess the technical experience in performing work of similar size and scope? Is the experience with CDD, commercial properties, and/or public agencies? Does the Proponent show strength and stability?	(Max 25 points)	
4	Quality of References Are references for work of similar type, size and scope? Does the assessment of Proponent's work by client references demonstrate success in providing similar services?	(Max 10 points)	
5	Price with Respect to Average Proposal How reasonable is the Proponent's price with regard to the average proposal pricing?	(Max 15 points)	
6	Thoroughness of Proposal How detailed are the various elements of the proposal?	(Max 10 points)	
PROPOSER'S TOTAL SCORE		(100 Points Max)	

Selection Committee Member's Signature

Date

Please provide comments supporting the rationale used in scoring this Proponent

Contractor Name: _____

Comments:

Factor	Discussion
1.	
2.	
3.	
4.	
5.	
6.	

Selection Committee Member's Signature

Date



AGENDA REQUEST

TO: Project Wide Advisory Committee

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

DATE: 2/14/2022

SUBJECT: **Amendment Two to RFP #21P-023 District 13 Landscape & Irrigation Maintenance Agreement**

ISSUE:

Review and approval to present Amendment Two with Cepra Landscape, LLC for Agreement RFP #21P-023 District 13 Landscape and Irrigation Maintenance.

ANALYSIS/INFORMATION:

On July 12, 2021, Sumter Landing Community Development District entered into Agreement RFP #21P-023 District 13 Landscape and Irrigation Maintenance Agreement with Cepra Landscape, LLC for the amount of \$736,826.79/annually. On September 2, 2021, Sumter Landing Community Development District entered into Amendment One for an additional \$674,072.72/annually. The current annual Agreement amount is \$1,410,899.51.

As new areas are inspected and accepted for maintenance, it becomes necessary to amend the Agreement adding new areas as identified. As a result, staff requests review and approval of Amendment Two to the Agreement for the addition of Basins CA-74, MC-25A, MC-25B, PSP-7 and PSP-9 and St Johns MMTP Pump House, Unit 138 Open Space, Meggison PH 3 Tunnel Area, St Johns Pedestrian Path PH 2, Meggison 2B, Meggison 6B Pt 2 and Meggison PH8. The addition of these areas adds \$234,808.31 annually to this Agreement effective March 1, 2022.

The additions as stated above will result in the amended annual Agreement amount of \$1,645,707.82 as provided in Exhibit "A" of Amendment Two. All other terms and conditions remain the same as in the original Agreement.

BUDGET IMPACT:

Funds have been included in the FY 2021/2022 Budget.

STAFF RECOMMENDATION:

Staff requests approval to present to Sumter Landing Community Development District Board Amendment Two to RFP #21P-023 District 13 Landscape and Irrigation Maintenance Agreement with Cepra Landscape, LLC for the addition of the Areas listed above for an additional annual Agreement amount of \$234,808.31 and a new total annual Agreement amount of \$1,645,707.82.

MOTION:

Motion to approve the request to present to Sumter Landing Community Development District Board Amendment Two to RFP #21P-023 District 13 Landscape and Irrigation Maintenance Agreement with Cepra Landscape, LLC for the addition of the Areas listed above for an additional annual Agreement amount of \$234,808.31 and a new total annual Agreement amount of \$1,645,707.82 at their February 14, 2022 meeting.

ATTACHMENTS:

Description	Type
□ Amend 2 _21P-023_Cepra	Exhibit

**AMENDMENT TWO TO THE AGREEMENT FOR SERVICES BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
CEPRA LANDSCAPE, LLC FOR
DISTRICT 13 LANDSCAPE AND IRRIGATION MAINTENANCE
[BASINS AND ROADWAYS]**

RFP #21P-023

THIS AMENDMENT is entered into this 14th day of February 2022, and made effective on the 1st day of March 2022, by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and CEPRA LANDSCAPE, LLC (CONTRACTOR), whose mailing address is P. O. Box 865, Oakland, FL 34760.

RECITALS

WHEREAS, SLCDD and CONTRACTOR entered into Agreement RFP #21P-023 for Scheduled Landscape and Irrigation Maintenance Services (AGREEMENT) for Basin and Roadway properties owned or operated by SLCDD, dated July 12, 2021; and

WHEREAS, SLCDD and CONTRACTOR amended the Agreement, Amendment #1, September 2, 2021 to add Basins CA-18, CA-19, CA-20, CA-21, CA-38, CA-40, CA-42, CA-43, CA-44, CA-45, CA-46, CA-48, CA-49, CA-57, CA-59 & CA-91 and Unit 44 Open Space & Warm Springs Ave East of Turnpike, Bexley Trail MMTP, Chitty Chatty MMTP PH 2, Meggison 2A, Meggison 6A, Meggison PH 3, Richmond MMTP, Waterlily Bridge East, Citrus Grove Pedestrian Path, St Catherine Pedestrian Path PH 2 Pt 1, St Catherine Pedestrian Path PH 2 Pt2, St Catherine Pedestrian Path PH 3, Meggison PH 7 Pt1 & Meggison PH 7 Pt2.

WHEREAS, SLCDD and CONTRACTOR desire to further amend the Agreement and Amendments thereto, to add areas 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 amend the Agreement and any Amendments thereto, to add Basins CA-74, MC-25A, MC-25B, PSP-7 & PSP-9 and Roadways and Pedestrian Paths, including St Johns MMTP Pump House, Unit 138 Open Space, Meggison PH 3 Tunnel Area, St Johns Pedestrian Path PH 2, Meggison 2B, Meggison 6B Pt 2 & Meggison PH 8 in the annual amount of Two Hundred Thirty-Four Thousand, Eight Hundred Eight and 31/100 Dollars (\$234,808.31) annually to this Agreement.
3. For the satisfactory performance of the work outlined in the Agreement and this Amendment, SLCDD agrees to pay to CONTRACTOR an annual amended agreement amount of One Million, Six Hundred Forty-Five Thousand, Seven Hundred Seven and 82/100 Dollars (\$1,645,707.82) as provided for in Exhibit A to this Amendment.

**AMENDMENT TWO TO THE AGREEMENT FOR SERVICES BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
CEPRA LANDSCAPE, LLC FOR
DISTRICT 13 LANDSCAPE AND IRRIGATION MAINTENANCE
[BASINS AND ROADWAYS]**

RFP #21P-023

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

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

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name

Print Title

Date

Attest

CEPRA LANDSCAPE, LLC

By: _____

Print Name

Print Title

Date

Attest

Area Description	Area Type	Annuals 4 x Year	Zoysia (SY)	St. Augustine (SY)	Bahia Low (SY)	Bahia Standard (SY)	Bahia Pasture (Acre) 6 x Year	Bermuda (SY)	Standard Maintenance or Shrub Beds (SY)	Lower Maintenance or Basin Beds (SY)	Mulch Only Beds (SY)	Misc. Open Spaces (SY)	Natural Buffers (SY)	Trees (EA)	Palms (EA)	Irrigation Zones (EA)
CA-74	Basin					7,998	0.45		1,256		349			41	9	1
MC-25A	Basin					15,407			2,729		72			73	10	3
MC-25B	Basin					2,172			472					22		2
PSP-7	Basin					8,667			993					26		3
PSP-9	Basin					6,891			935		202			35	5	3
St Johns MMTP Pump House	Misc					144			395		144			3	4	5
Unit 138 Open Space	Misc					3,686			1,746					21		6
Meggison PH 3 Tunnel Area	MMTP								942					6	9	2
St Johns Pedestrian Path PH 2	Ped Path					7,884	1.10		522					36	14	
Meggison 28	Road	3,527		41,711		7,373	3.73		7,112		1,110			124	138	42
Meggison 68 PT 2	Road			3,935					5,989					14	58	25
Meggison PH 8	Road			11,277					6,321					40	49	37
Total Quantities	Unit Price	\$ 3,527	\$ 1.45	\$ 56,923	\$ -	\$ 60,222	\$ 90.00	\$ 1.70	\$ 1.85	\$ 29,422	\$ 0.50	\$ 0.60	\$ 0.90	\$ 15,00	\$ 15.00	\$ 140.00
Annual Total		\$23,983.60	\$0.00	\$82,538.35	\$0.00	\$40,950.96	\$2,851.20	\$0.00	\$54,430.70	\$0.00	\$938.50	\$0.00	\$0.00	\$6,615.00	\$4,440.00	\$18,060.00
TOTAL MONTHLY AMOUNT FOR SLRDD AREAS																\$19,567.36
TOTAL ANNUAL AMOUNT FOR SLRDD AREAS																\$234,808.31

Amendment #2 Effective March 1, 2022

Add the above noted areas into SLRDD Annual Agreement

CEPRA LANDSCAPE LLC

VCDD DISTRICT PROPERTY MANAGEMENT

Contractor Approval

DPM Director Approval

Date

Date

Area Description	Area Type	Annuals 4 x Year	Zoysia (SY)	St. Augustine (SY)	Bahia Low (SY)	Bahia Standard (SY)	Bahia Pasture (Acre) 6 x Year	Bermuda (SY)	Standard Maintenance or Shrub Beds (SY)	Lower Maintenance or Basin Beds (SY)	Mulch Only Beds (SY)	Misc. Open Spaces (SY)	Natural Buffers (SY)	Trees (EA)	Palms (EA)	Irrigation Zones (EA)
BA-11	Basin					4,224	0.28		286					29	5	2
BA-12	Basin					1,473	0.11		38		73			14		3
BA-13	Basin					2,914			584			75		12	8	3
BA-13 North	Basin					2,988	2.20		27		161			2	2	1
BA-14 North	Basin					1,788	0.20		106					7	7	2
BA-15	Basin					3,558			301					18		2
BA-17	Basin					5,703			417					22	8	2
BA-18	Basin					3,415			397					14	5	2
BA-19	Basin					3,478	0.49		63		25			20	6	2
BA-20	Basin					1,593			285					16	5	2
BA-21	Basin					1,076			306					16	5	2
BE-1 & West Open Space	Basin					3,751	4.70		142		8,407			116	6	4
CA-18	Basin					12,519			2,299					50	12	5
CA-19	Basin					5,069			1,250					25	13	3
CA-20	Basin					4,639			650					29		2
CA-21	Basin					12,679			1,135		820			39		3
CA-22	Basin					3,580			903					19	10	3
CA-38	Basin					5,925			649		47			21	6	8
CA-4	Basin					7,578	0.19		524					35		2
CA-40	Basin					11,245			1,470					62	13	2
CA-42	Basin					4,013			652					23	5	3
CA-43	Basin					8,176			1,077		1,667			33	3	3
CA-44	Basin					3,634			723					21	3	2
CA-45	Basin					10,762	1.05		476		434			44	10	1
CA-46	Basin					2,629			945					15	10	4
CA-48	Basin					3,629	0.31		767		23			41	6	2
CA-49	Basin					5,170	0.56		1,029		44			40		2
CA-5	Basin					5,898	2.70		579		297			29	5	1
CA-57	Basin					6,665			946					26	11	1
CA-59	Basin					7,489			878					30		3
CA-6	Basin					3,810	0.15		535					27	3	3
CA-7	Basin					14,790	0.14		2,093					98	23	5
CA-74	Basin					7,998	0.45		1,256		349			41	9	1
CA-82	Basin					4,574			716					27	11	2
CA-83	Basin					5,094			468					17	5	2
CA-84	Basin					4,363			529					26	6	5
CA-85	Basin					4,334	0.10		430					23	6	3
CA-86	Basin					6,491	0.20		434					33		3
CA-87	Basin					4,926	0.24		567					36		2
CA-88	Basin					6,750	0.26							39	5	4
CA-89	Basin					8,105	0.20		520		261			28	5	3
CA-9	Basin					15,238			1,115					67	9	3
CA-90	Basin					5,201			1,568					33	13	6
CA-91	Basin					5,490	1.50		123		1,052			70	6	2
MC-25A	Basin					15,407			2,729		72			73	10	3
MC-25B	Basin					2,172			472					22		2
PSP-7	Basin					8,667			993					26		3
PSP-9	Basin					6,891			935		202			35	5	3
BA-14 & Chitty Chitty Entry	Misc	382		1,852		5,558			2,381					42	39	15
Chitty Chitty Bridge South	Misc					2,495	0.15		2,261					11	31	6
Marsh Bend South Frontage	Misc					14,231					262					
Megginson Bridge North	Misc					1,123	1.10				3,006			28	22	3
Megginson Bridge South	Misc					6,988	0.78		1,300		245			28	9	6
St. Johns MMTP Pump House	Misc					144			395		144			3	4	5
U45 Open Space	Misc					1,979										
U86 Frontage	Misc					1,480			1,941					17	13	4
Unit 44 Open Space	Misc					546										
Unit 87 Open Space	Misc					1,689										
Unit 138 Open Space	Misc					3,686			1,746					21		6
Warm Springs Ave East of Turnpike	Misc			38,612		20,985			3,346					24	56	61
Bexley Trail MMTP	MMTP			13,356					2,773					65	34	
Bradford MMTP PH 1	MMTP	351		12,218		12,951			5,781					70	44	42



AGENDA REQUEST

TO: Project Wide Advisory Committee

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

DATE: 2/14/2022

SUBJECT: **Amendment One to ITB #21B-003 Exterior Painting Services**

ISSUE:

Review and approval to present Amendment One with Honey-Do's LLC for Agreement ITB #21B-003 Exterior Painting Services to the Sumter Landing Community Development District Board.

ANALYSIS/INFORMATION:

On January 14, 2021, Sumter Landing Community Development District and Honey-Do's, LLC entered into Agreement ITB #21B-003 Exterior Painting Services. Honey-Do's LLC was specifically awarded Facility Exterior Painting Services for Walls (Drywall, Masonry Block, Wood, Metal, Fiberglass and Air Walls), Doors, Trim as well as all other types of exterior surfaces.

On October 24, 2021, BrandSafway, who had recently acquired Brace Integrated Services, Inc. requested to opt out of Agreement ITB #20B-020 Villa & Sign Wall Painting as the scope of work detailed under the Agreement was not a core competency of the local BrandSafway branch. On November 8, 2021, Sumter Landing Community Development District approved the request and terminated Agreement ITB #20B-020 with Brace Integrated Services, Inc. for Villa and Sign Wall Painting.

To that end, Honey-Do's LLC has agreed to honor the Exterior Painting unit price of \$0.40 per square foot (labor only) per ITB #21B-003 to paint villa walls and signs for the District. Amendment One will clarify the Scope of Work under Agreement ITB #21B-003 to include the painting of villa walls & signs to ensure timely completion of required work. Upon approval, the Amendment shall be effective February 14, 2022 through September 30, 2023, with the option to renew for one (1) three (3) year period.

BUDGET IMPACT:

This is an as-needed Agreement with unit pricing.

STAFF RECOMMENDATION:

Staff requests approval to present Amendment One to Agreement ITB #21B-003 Exterior Painting Services with Honey-Do's LLC to clarify the Scope of Work for exterior painting to include villas walls and signs and utilize the unit pricing reflected in Exhibit A to the Sumter Landing Community Development District Board.

MOTION:

Motion to approve the request to present Amendment One to Agreement ITB #21B-003 Exterior Painting Services with Honey-Do's LLC to clarify the Scope of Work for exterior painting to include villas walls and signs and utilize the unit pricing reflected in Exhibit A to the Sumter Landing Community Development District Board at their February 14, 2022 meeting.

ATTACHMENTS:

Description	Type
▢ SLCDD 21B-003 Honey-Do's Amend1	Exhibit

**AMENDMENT ONE TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND HONEY-DO'S LLC FOR
EXTERIOR PAINTING SERVICES**

ITB #21B-003

THIS AMENDMENT is entered into this 14th day of February 2022, by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and HONEY-DO'S LLC (CONTRACTOR), whose mailing address is 3061 NE 34th Street, Ocala, FL 34479.

RECITALS

WHEREAS, SLCDD and CONTRACTOR entered into Agreement ITB #21B-003 for Exterior Painting Services (AGREEMENT) for properties such as those owned or operated by SLCDD, dated January 14, 2021; and

WHEREAS, SLCDD and CONTRACTOR desire to amend the AGREEMENT pursuant to "Paragraph 1. SERVICES BY SUPPLIER" as set forth below; and

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

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. Pursuant to "Paragraph 1. SERVICES BY SUPPLIER" of the original AGREEMENT dated January 14, 2021, CONTRACTOR, District Property Management and District Purchasing agreed upon additional language to Scope of Work crucial to completion of exterior painting projects. CONTRACTOR has agreed to include exterior painting of Villas Walls and Signs at same unit price of \$0.40 per square foot as indicated in the Bid Document description "Walls – Drywall, Masonry Block, Wood, Metal, Fiberglass & Air Walls". This unit price is reflected in Exhibit A and is effective February 14, 2022.
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.

**AMENDMENT ONE TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND HONEY-DO'S LLC FOR
EXTERIOR PAINTING SERVICES**

ITB #21B-003

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

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name

Print Title

Date

Attest

HONEY-DO'S LLC

By: _____

Print Name

Print Title

Date

Attest

FACILITY EXTERIOR PAINTING SERVICES

Exterior Painting Rates			
Item	Title	Unit Type	Unit Cost
1	Walls - Drywall, Masonry Block, Wood, Metal, Fiberglass & Air Walls	Sq Ft	\$ 0.40
2	Exterior Doors (Wood)	Each	\$ 65.00
3	Exterior Doors (Metal)	Each	\$ 65.00
4	Duratec	Sq Ft	\$ 0.40
5	Azak	Sq Ft	\$ 0.40
6	Chair Rail, Trim & Baseboards	LF	\$ 1.00
7	Wood Staining	Sq Ft	\$ 0.80
8	Stucco	Sq Ft	\$ 0.40
9	Hardie Board	Sq Ft	\$ 0.40
10	Masonry Block	Sq Ft	\$ 0.40
11	Trim Aluminum/PVC	LF	\$ 1.00

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications. Bidder to be awarded to one Contractor based on the lowest responsible and responsive Bid. Bid evaluation to determine the lowest and responsive Bidder will include the Bid Total and Contractor's References.
- When completing our 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.
- 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.
- Contractor shall confirm the quantity of materials needed for a complete project in accordance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices shall, at the option of the Owner, be the basis of payment to the Contractor 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 Owner (in the case of additions or increases) or to be refunded by the Contractor (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor 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 Bid and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Village 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.

Michelle Johnson, President
Authorized Agent Name, Title (Print)

[Signature]
Authorized Signature

1/19/2020
Date

Name of Bidder's Firm:

Honey-Do's LLC

Honey-Do's LLC agrees to piggyback unit pricing and all terms and conditions under ITB #21B-003 (Exterior Painting Rates) as noted above for all Village Community Development Districts. This Piggyback Agreement extends to the following Districts: NSCUDD, WUDD, SLRDD, VCCDD and Numbered Districts #1 thru #12 and includes the painting of villa walls and signs.

Marshall Johnson, President
HONEY DO'S LLC Agent Name, Title (Print)

[Signature]
Authorized Agent Signature

1/12/2022
Date

BRUCE C. Brown
Villages Community Development District (Print)

[Signature]
Villages Community Development District Signature

1-12-22
Date

EXHIBIT A



AGENDA REQUEST

TO: Project Wide Advisory Committee
FROM: District Staff
DATE: 2/14/2022
SUBJECT: **Old Business Status Update - PWF**

ISSUE: Old Business Status Update – February 14, 2022

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
❑ Old Business Status Update	Cover Memo



Project Wide Advisory Committee (PWAC) Old Business Status Update

ITEM	DATE ADDED	ASSIGNED DEPT	REQUESTED ACTION	STATUS (If Applicable)	COMPLETE
PROJECT WIDE FUND (PWF)					
Present Management Overview and Drone Video Tour of PWF Infrastructure south of SR 44	10/11/21	ADMIN		To be included on March 14, 2022 agenda.	
Morse Boulevard Island Revetment Project	5/10/21	ADMIN			
Establish date for MMPDG Meeting	1/12/22	ADMIN		To be held following PWAC meeting. Staff to advise list of topics that is requested to be addressed.	
Request District 13 appoint Representative for PWAC	1/12/22	ADMIN		A District 13 PWAC Representative will be appointed following the November 2022 Landowner Elections.	X
SUMTER LANDING AMENITIES DIVISION (SLAD)					
Lake Miona Walking Trail	5/10/21	DPM		Project is currently out for bid and the trail path staked out. Pre-bid onsite conducted with significant contractor participation.	
Status update: Establishment of Independent Special Fire District	10/15/21	ADMIN		Status update to be provided at February/March 2022 meeting.	
Non- PWAC Items					



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Anne Hochsprung, Finance Director

DATE: 2/14/2022

SUBJECT: **Financial Statements**

ISSUE:

Financial Statements as of December 31, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Financial Statement	Cover Memo

Financial Statement Summary



Statement of Activity - Project Wide						
For the Three Months Ending December 31, 2021						
Original Budget	Amended Budget	Budget % used		YTD Actual	PYTD Actual	Variance
			REVENUES:			
\$ 14,492,832	\$ 14,492,832	25%	Charges for Services, Maintenance and Other Special Assessments	\$ 3,623,263	\$ 3,462,202	\$ 161,061
82,584	82,584	59%	Miscellaneous Revenue	49,011	79,954	(30,943)
5,000	5,000	272%	Investment Earnings, Realized and Unrealized	13,578	96,634	(83,056)
14,580,416	14,580,416	25%	Total Revenues:	3,685,852	3,638,790	47,062
			EXPENSES:			
1,175,697	1,176,997	21%	Management and Other Professional Services	252,567	228,399	24,168
995,964	995,964	28%	Utility Services	279,810	219,848	59,962
13,526,964	13,525,664	25%	Building, Landscape and Other Maintenance	3,438,938	2,435,591	1,003,347
13,760	13,760	4%	Other Expenses	554	943	(389)
15,712,385	15,712,385	25%	Total Operating Expenses	3,971,869	2,884,781	1,087,088
1,600,411	1,600,411	0%	Capital Outlay - Infrastructure and FFE	-	147,131	(147,131)
1,600,411	1,600,411	0%	Total Other Changes	-	147,131	(147,131)
17,312,796	17,312,796	23%	Total Expenses and Other Changes:	3,971,869	3,031,913	939,956
\$ (2,732,380)	\$ (2,732,380)		Change in Unreserved Net Position	\$ (286,017)	\$ 606,877	\$ (892,894)
			Total Cash and Investments, Net of Bond Funds	\$ 9,127,173	\$ 9,524,933	\$ (397,761)
			Fund Balance			
			Unassigned	5,453,577	7,105,491	\$ (1,651,913)
			Restricted - Lake Miona Cons Easement	15,990	-	15,990
			Committed R and R General	2,112,220	2,112,220	-
			Total Fund Balance	\$ 7,581,787	\$ 9,217,711	\$ (1,635,923)



AGENDA REQUEST

TO: Project Wide Advisory Committee
FROM: Brandy L. Cook, Budget Director
DATE: 2/14/2022
SUBJECT: Capital Projects Update - January 2022

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Capital Projects Update	Cover Memo

PROJECT WIDE FUND CAPITAL PROJECTS

PROJECT TITLE	PROJECT BUDGET	FUNDING SOURCE	APPROVAL DATE	TOTAL ACTIVITY	PROJECT PHASE	PROJECT MANAGER	STATUS
Morse Island Revetment	130,000	Working Capital	9/2/21	31,633	On Hold	Mike Harris	On Hold. Water levels in Lake Sumter exceed required levels. DPM is performing a Topographic Survey to determine amount of erosion has occurred in the past 5 years on the West bank. If excessive erosion has occurred, we may need to develop alternative options as the water levels may preclude completion of this project for years.
Fence Replacement Program	427,674	Working Capital	9/2/21	170,228	Painting	Dan Lucin	Anticipated Project Completion September-22. Painting is needed for four FY20-21 fences on Morse Blvd that have been carried forward into FY21-22. Painting is scheduled for March-2022.



AGENDA REQUEST

TO: Project Wide Advisory Committee

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

DATE: 2/14/2022

SUBJECT: **Amendment One and Renewal Three to the Agreement with Pool Control, Inc. for RFP #18P-040 Maintenance of Various Pools, Spas and Fountains**

ISSUE:

Review and approval to present Amendment One and Renewal Three of Three with Pool Control, Inc. for RFP #18P-040 Maintenance of Various Pools, Spas and Fountains to the Sumter Landing Community Development District Board.

ANALYSIS/INFORMATION:

On April 19, 2018, the District entered into Agreement RFP #18P-040 with Pool Control, Inc. for Maintenance of Various Pools, Spas and Fountains with an initial term through September 30, 2020 with the option to renew for three (3), one (1) year periods and an annual Agreement amount of \$376,800.00.

As a result of a national chlorine shortage and resulting increases in the price of chlorine and other pool chemicals (acid, conditioner, DE power, etc.), Pool Control, Inc. is requesting a one-time 3% increase on their contract. A Biolab chlorine plant fire in Louisiana after Hurricane Laura shut down production of Chlorine tablets. This plant, which is not anticipated to return to production until 2023, produced 35% of our nation's supply of Chlorine tablets and has resulted in a national supply chain shortage. Additionally, as a result of the pandemic and an increase in pool construction, national consumption for pool chlorine is up nearly 20%. Pre-pandemic, in early 2020, Pool Control, Inc. did not ask for the 3% increase as part of their initial terms, however, nearly 24 months later, as a direct result of the chlorine shortage and a 190% increase in chlorine tablets, 100% increase in liquid chlorine, 120% increase in acid costs and 50% increase in condition costs, Pool Control Inc. approached The District and asked for consideration to exercise the 3% increase option after the initial renewal period. Pool Control Inc. is currently spending an additional \$8,056.00 monthly as a result of pool chemical price increases. This request for a 3% increase adds \$11,304.00 annually to this Agreement effective March 1, 2022. The amended Agreement amount will be \$388,104.00/annually (\$32,342.00/monthly).

The current Agreement expires September 30, 2022. Renewal Three (FINAL) extends the Agreement

through September 30, 2023.

BUDGET IMPACT:

Funds have been budgeted and are available in the Sumter Landing Amenities Division (SLAD) Fund to cover the net increase at \$6,594.00 for the remaining seven (7) months of FY 21-22.

STAFF RECOMMENDATION:

Staff requests approval to present Amendment One to Agreement RFP #18P-040 with Pool Control, Inc. to increase Monthly Maintenance by 3% and renew Agreement through September 30, 2023 to the Sumter Landing Community Development District Board.

MOTION:

Motion to approve the request to present Amendment One to Agreement RFP #18P-040 with Pool Control, Inc. to increase Monthly Maintenance by 3% and renew Agreement through September 30, 2023 to the Sumter Landing Community Development District Board at their February 14, 2022 meeting.

ATTACHMENTS:

Description	Type
▣ Amend 1 Renew3_18P-040_Pool Control	Exhibit

**AMENDMENT ONE AND RENEWAL THREE OF THREE TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND POOL CONTROL, INC.
FOR MAINTENANCE OF VARIOUS POOLS, SPAS AND FOUNTAINS
RFP #18P-040**

THIS AMENDMENT AND RENEWAL is entered into this 14th day of February 2022, and made effective the 1st day of March 2022 by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and POOL CONTROL, INC. (CONTRACTOR) whose mailing address is 2405 US Hwy 441/27, Fruitland Park, FL 34731.

RECITALS

WHEREAS, SLCDD and CONTRACTOR entered into Agreement RFP #18P-040 for Maintenance of Various Pools, Spas and Fountains (AGREEMENT) for properties such as those owned and operated by SLCDD, dated April 19, 2018 and effective May 1, 2018 through September 30, 2020 with the option to renew for three (3) additional one (1) year periods; and

WHEREAS, SLCDD and CONTRACTOR entered into Renewal One to the AGREEMENT on September 3, 2020 and effective October 1, 2020; and

WHEREAS, SLCDD and CONTRACTOR entered into Renewal Two to the AGREEMENT on July 12, 2021 and effective October 1, 2021; and

WHEREAS, SLCDD and CONTRACTOR desire to amend the AGREEMENT and Amendments thereto, to increase monthly maintenance rates for pools and spas as set forth below; and

WHEREAS, SLCDD and CONTRACTOR desire to renew the existing AGREEMENT which expires September 30, 2022, 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 amend the AGREEMENT and any Amendments thereto to increase maintenance of pools and spas rate by 3% to cover inflationary cost of pool chemicals, an annual increase in the amount of Eleven Thousand, Three Hundred Four and 00/100 Dollars (\$11,304.00).
3. For the satisfactory performance of the services outlined in the AGREEMENT and this Amendment, SLCDD agrees to pay to CONTRACTOR an annual Amended AGREEMENT amount of Three Hundred Eighty-Eight Thousand, One Hundred Four and 00/100 Dollars (\$388,104.00) as provided for in Exhibit "A" of this Amendment.

**AMENDMENT ONE AND RENEWAL THREE OF THREE TO THE AGREEMENT
BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND POOL CONTROL, INC.
FOR MAINTENANCE OF VARIOUS POOLS, SPAS AND FOUNTAINS
RFP #18P-040**

4. SLCDD and CONTRACTOR hereby renew the AGREEMENT and any Amendments thereto for a term of October 1, 2022, and ending September 30, 2023. The AGREEMENT and all Amendments are hereby incorporated into this paragraph.

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

IN WITNESS WHEREOF, said SLCDD has caused this Amendment and 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 POOL CONTROL, INC. has caused this Amendment and 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**

POOL CONTROL, INC.

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

AMENDMENT #1
RFP #18P-040 MAINTENANCE OF VARIOUS POOLS, SPAS AND FOUNTAINS
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT

Area Description	Gallons	Quantity	Original Monthly Amount	Original Annual Amount	3% Increase Per Month	New Monthly with 3% Increase	Amended Annual Amount
Pools & Spas <i>Amendment #1 - 3% Increase</i>							
Ashland Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Belvedere Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Bonnybrook Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Bridgeport Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Churchill Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Hibiscus Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Allamanda Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Sunset Pointe Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Lynnhaven Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Pimlico Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Poinciana Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Winifred Pool	49,000		\$2,200.00	\$26,400.00	\$66.00	\$2,266.00	\$27,192.00
Laurel Manor Regional Recreation Center Pool	180,700		\$5,000.00	\$60,000.00	\$150.00	\$5,150.00	\$61,800.00
<i>Total for Pools & Spas</i>				\$376,800.00	\$942.00	\$32,342.00	\$388,104.00
TOTAL MONTHLY AMOUNT FOR ALL AREAS						\$32,342.00	
TOTAL ANNUAL AMOUNT FOR ALL AREAS						\$388,104.00	

Hourly Labor Rate for Additional Service/Repairs	
Pools & Spas (upon request):	\$65.00 Per Hour
Fountains (upon request):	\$65.00 Per Hour

Amendment #3 (Effective March 1, 2022)

POOL CONTROL, INC.

VCDD DISTRICT PROPERTY MANAGEMENT

 1-11-22
Contractor Approval Date


 1-11-22
DPM Director Approval Date

EXHIBIT A



AGENDA REQUEST

TO: Project Wide Advisory Committee

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

DATE: 2/14/2022

SUBJECT: **Amendment Two to the RFP #19P-016 Janitorial Agreement with American Janitorial, Inc.**

ISSUE:

Review and approval to present Amendment Two to Agreement RFP #19P-016 Janitorial Services for Various District Areas with American Janitorial, Inc. to the Sumter Landing Community Development District Board.

ANALYSIS/INFORMATION:

On December 19, 2019, Sumter Landing Community Development District entered into Agreement #19P-016 (Group A1) with American Janitorial, Inc. for professional janitorial services for properties owned and/or operated by the District. This Agreement became effective January 1, 2020 and services included the routine cleaning of recreation centers, postal stations, dog parks, sports complexes, pool areas and offices.

Effective March 1, 2022, Amendment Two to the Agreement will remove Sunset Park/Live Oak Park as this area was transferred to a more suitable Porter Service Agreement for an annual reduction of \$3,300.00. Amendment Two will result in an amended total Agreement amount of \$572,396.90/annually per Group A1, as reflected in Exhibit A.

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

BUDGET IMPACT:

Funds are not impacted as this is a reduction to service.

STAFF RECOMMENDATION:

Staff requests approval to present Amendment Two to Agreement RFP #19P-016 Professional Janitorial

Services for Various District Areas with American Janitorial, Inc. to remove an unrequired service area to the Sumter Landing Community Development District Board.

MOTION:

Motion to approve the request to present Amendment Two to Agreement RFP #19P-016 Professional Janitorial Services for Various District Areas with American Janitorial, Inc. to remove an unrequired service area to the Sumter Landing Community Development District Board at their February 14, 2022 meeting.

ATTACHMENTS:

Description	Type
▣ Amend 2_19P-016_AJI	Exhibit

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

THIS AMENDMENT is entered into this 14th day of February 2022, and made effective on the 1st day of March 2022 by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and AMERICAN JANITORIAL, INC. (CONTRACTOR), whose mailing address is 87 North Central Avenue, Umatilla, FL 32784.

RECITALS

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

WHEREAS, SLCDD and CONTRACTOR entered into Amendment One to the AGREEMENT on January 16, 2020; and

WHEREAS, SLCDD and CONTRACTOR desire to further amend the AGREEMENT and Amendments thereto, to removing one location from the applicable areas needing janitorial services as set forth below; and

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

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. SLCDD and CONTRACTOR hereby amend the AGREEMENT and any amendments thereto to eliminate the area known as Sunset Park/Live Oak Park now receiving janitorial services under separate agreement reducing annual amount Three Thousand, Three Hundred and 00/100 Dollars (\$3,300.00) as provided for in Exhibit "A" of this Amendment.
3. For the satisfactory performance of the services outlined in the AGREEMENT and this Amendment, SLCDD agrees to pay to CONTRACTOR an annual amended agreement amount of Five Hundred Seventy-Two Thousand, Three Hundred Ninety-Six and 90/100 Dollars (\$572,396.90) as provided for in Exhibit "A" of this Amendment
4. SLCDD and CONTRACTOR agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

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

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

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name

Print Title

Date

Attest

AMERICAN JANITORIAL, INC.

By: _____

Print Name

Print Title

Date

Attest

REVISED Group A1 Proposal Form - Amendment #2			
SLCDD			
AREA (SF) Description	SQ FT	Quantity	Annual Cost
Sunset Park/Live Oak Park		Amendment #2	REMOVED 12/13/21
MISCELLANEOUS (QUANTITY)			
Benches (Remove) 7		0	
Picnic Tables (Remove) 4		0	
Trash Cans (Remove) 2		0	
Sunset Park/Live Oak Park Total			\$ (3,300.00)
JANITORIAL SERVICES ANNUAL TOTAL REGION A1			-\$3,300.00
TOTAL MONTHLY AMOUNT FOR REGION A1			\$ (275.00)

Amendment #2 (Effective March 1, 2022)

Amendment #2 Removes Sunset Park/Live Oak Park (now included on ITB #21B-037)

American Janitorial Inc.

VCDD DISTRICT PROPERTY MANAGEMENT

Contractor Approval _____ Date _____

DPM Director Approval _____ Date _____

REVISED Group A1 Proposal Form - Amendment #2
SLCDD

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Lake Miona Regional Recreation Center			
AREA (SF)			
Total AREA (SF)	31,332		
FLOORING (SF)			
Ceramic Tile	5,540		
VCT	8,304		
LVT	5,490		
Slate	400		
Wood (Stage)	798		
Carpet	10,800		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Benches		37	
Picnic Tables		6	
Trash Cans		23	
Water Fountains		2	
Bocce		4	
Shuffleboard		4	
Pickleball		4	
Tennis		2	
Lake Miona Regional Recreation Center Total			\$ 141,495.32
Lake Miona - Pool			
AREA (SF)			
Total AREA (SF)	2,506		
FLOORING (SF)			
Ceramic Tile	2,156		
Concrete (Plain & Stained)	350		
MISCELLANEOUS (QUANTITY)			
Water Fountains		2	
Trash Cans		7	
Lake Miona - Pool Total			\$ 4,619.88
Canal Street Village Recreation Center			
AREA (SF)			
Total AREA (SF)	8,221		
FLOORING (SF)			
Ceramic Tile	314		
LVT	4,239		
VCT	340		
Carpet	3,104		
Concrete (Plain & Stained)	224		
MISCELLANEOUS (QUANTITY)			
Benches		24	
Picnic Tables		6	
Trash Cans		21	
Water Fountains		3	
Bocce		4	
Shuffleboard		4	
Canal Street Village Recreation Center Total			\$ 32,445.50

EXHIBIT A

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

EXHIBIT A

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Lake Shore Cottages Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	770		
FLOORING (SF)			
Pool Bath - Ceramic Tile	90		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Trash Cans		4	
Water Fountains		1	
Lake Shore Cottages Neighborhood Recreation Center Total			\$ 6,775.00
Mallory Square Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,666		
FLOORING (SF)			
Pool Bath - Ceramic Tile	130		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Trash Cans		12	
Water Fountains		2	
Bocce		1	
Shuffleboard		1	
Mallory Square Neighborhood Recreation Center Total			\$ 6,775.00
Sabal Chase Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,394		
FLOORING (SF)			
Pool Bath - Ceramic Tile	137		
MISCELLANEOUS (QUANTITY)			
Benches		4	
Trash Cans		10	
Water Fountains		2	
Bocce		1	
Shuffleboard		1	
Sabal Chase Neighborhood Recreation Center Total			\$ 6,775.00
Virginia Trace Neighborhood Recreation Center			
AREA (SF)			
Total AREA (SF)	1,394		
FLOORING (SF)			
Pool Bath - Ceramic Tile	137		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Trash Cans		10	
Water Fountains		2	
Bocce		1	
Shuffleboard		1	
Virginia Trace Neighborhood Recreation Center Total			\$ 6,775.00

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Laurel Manor Regional Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	28,986		
FLOORING (SF)			
Ceramic Tile	4,433		
VCT	8,765		
Wood (Stage)	766		
Marble	600		
Carpet	14,422		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Benches		45	
Picnic Tables		6	
Shuffleboard		4	
Bocce		4	
Pickleball		4	
Tennis		2	
Trash Cans		16	
Water Fountains		2	
Laurel Manor Regional Recreation Center Total			\$ 137,452.59
Laurel Manor - Pool			
AREA (SF)			
Total AREA (SF)	2,506		
FLOORING (SF)			
Ceramic Tile	2,156		
Concrete (Plain & Stained)	350		
MISCELLANEOUS (QUANTITY)			
Water Fountains		2	
Trash Cans		6	
Laurel Manor - Pool Total			\$ 4,575.60
Bridgeport Village Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	7,351		
FLOORING (SF)			
Ceramic Tile	480		
VCT	4,040		
Carpet	2,831		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Benches		19	
Picnic Tables		6	
Shuffleboard		4	
Bocce		4	
Tennis		2	
Trash Cans		15	
Water Fountains		3	
Bridgeport Village Recreation Center Total			\$ 30,911.13

EXHIBIT A

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Churchill Street Village Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	7,351		
FLOORING (SF)			
Ceramic Tile	480		
Non-Finish	4,040		
Carpet	2,831		
MISCELLANEOUS (QUANTITY)			
Pavilion - Stucco/Wood		1	
Benches		24	
Picnic Tables		6	
Shuffleboard		4	
Bocce		4	
Tennis		2	
Trash Cans		24	
Water Fountains		3	
Churchill Street Village Recreation Center Total			\$ 30,911.13
Pimlico Village Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	7,351		
FLOORING (SF)			
Ceramic Tile	480		
Concrete (Plain & Stained)	4,040		
Carpet	2,831		
MISCELLANEOUS (QUANTITY)			
Pavilion - Wood		1	
Benches		24	
Picnic Tables		8	
Shuffleboard		4	
Bocce		4	
Pickleball		2	
Trash Cans		25	
Water Fountains		3	
Pimlico Village Recreation Center Total			\$ 30,911.13
Ashland Neighborhood Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	1,800		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		7	
Shuffleboard		1	
Bocce		1	
Trash Cans		8	
Water Fountains		2	
Ashland Neighborhood Recreation Center Total			\$ 6,775.00
Belvedere Neighborhood Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	1,800		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Bocce		1	
Pickleball		1	
Trash Cans		7	
Water Fountains		2	
Belvedere Neighborhood Recreation Center Total			\$ 6,775.00

EXHIBIT A

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Bonnybrook Neighborhood Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	1,800		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Bocce		1	
Pickleball		1	
Trash Cans		8	
Water Fountains		2	
Bonnybrook Neighborhood Recreation Center Total			\$ 6,775.00
Lake Miona Shores Neighborhood Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	225		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Shuffleboard		1	
Bocce		1	
Trash Cans		5	
Water Fountains		1	
Lake Miona Shores Neighborhood Recreation Center Total			\$ 6,775.00
Lynnhaven Neighborhood Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	1,800		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Bocce		1	
Pickleball		1	
Trash Cans		7	
Water Fountains		2	
Lynnhaven Neighborhood Recreation Center Total			\$ 6,775.00
Tall Trees Neighborhood Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	1,394		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		5	
Shuffleboard		1	
Bocce		1	
Trash Cans		11	
Water Fountains		2	
Tall Trees Neighborhood Recreation Center Total			\$ 6,775.00

EXHIBIT A

AREA (SF) Description	SQ FT	Quantity	Annual Cost
Winifred Neighborhood Recreation Center		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	1,800		
FLOORING (SF)			
Pool Bath - Ceramic Tile	128		
MISCELLANEOUS (QUANTITY)			
Benches		4	
Pickleball		1	
Trash Cans		7	
Shuffleboard		1	
Bocce		1	
Water Fountains		2	
Winifred Neighborhood Recreation Center Total			\$ 6,775.00
Sunset Park/Live Oak Park		Amendment #2	REMOVED 12/13/21
MISCELLANEOUS (QUANTITY)			
Benches (Remove) 7		0	
Picnic Tables (Remove) 4		0	
Trash Cans (Remove) 2		0	
Sunset Park/Live Oak Park Total			\$ -
Bridgeport Postal		Amendment #1	Revised 3/19/20
AREA (SF)			
Total AREA (SF)	864		
MISCELLANEOUS (QUANTITY)			
Trash Cans		2	
Water Fountains		1	
Bridgeport Postal			\$ 2,658.00
JANITORIAL SERVICES ANNUAL TOTAL REGION A1			\$543,275.78
PORTER SERVICES ANNUAL TOTAL FOR REGION A1 (Calculated from Tab 1)			\$ 29,121.12
GRAND ANNUAL TOTAL JANITORIAL & PORTER SERVICES FOR REGION A1			\$ 572,396.90
TOTAL MONTHLY AMOUNT FOR REGION A1			\$ 47,699.74

EXHIBIT A



AGENDA REQUEST

TO: Project Wide Advisory Committee

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

DATE: 2/14/2022

SUBJECT: **Amendment Two to the RFP #20P-011-HVAC Agreement with M&S Air Conditioning**

ISSUE:

Review and approval to present Amendment Two to Agreement RFP #20P-011 HVAC Maintenance, Service and Repairs for Various District Areas with M&S Air Conditioning & Appliance Service of Central Florida, LLC to the Sumter Landing Community Development District Board.

ANALYSIS/INFORMATION:

On May 14, 2020, Sumter Landing Community Development District Board entered into Agreement #20P-011 with M&S Air Conditioning for HVAC Maintenance, Service & Repairs for properties owned and/or operated by the District. This Agreement became effective June 1, 2020 and work includes elements such as replacing filters, inspecting & cleaning air intakes, checking equipment for proper operation, performing Monthly, Quarterly, Bi-annual and Annual maintenance of HVAC systems throughout the District.

Effective March 1, 2022, Amendment Two to the Agreement will administratively correct contract documents to remove a duplicate listing for Gilchrist Postal Station, remove BCDD Paddock Square East Grandstand which does not require HVAC service, and remove ice machine maintenance from Escambia/Okeechobee Starter Building and Sarasota Starter Building as service is not required for an annual reduction of \$3,616.00. This Amendment will also add newly acquired Brownwood Woodshop to the applicable areas needing HVAC services for an additional annual amount of \$9,999.20. Amendment Two will result in an amended total Agreement amount of \$199,716.40/annually per Group B1, as reflected in Exhibit A. The combined Amendment increases the Agreement \$6,383.20/annually.

The initial term of this Agreement for Services is June 1, 2020 through September 30, 2023 with the option to renew for one (1), three (3) year period. Unit prices will remain firm and fixed for the initial term of June 1, 2020 through September 30, 2023.

BUDGET IMPACT:

Funds have been budgeted and are available in the Sumter Landing Amenities Division (SLAD) Fund to cover the net increase at \$3,723.53 for the remaining seven (7) months of FY 21-22.

STAFF RECOMMENDATION:

Staff requests approval to present to Sumter Landing Community Development District Board Amendment Two to Agreement RFP #20P-011 HVAC Maintenance, Service & Repairs for Various District Areas with M&S Air Conditioning & Appliance Service of Central Florida, LLC to remove unrequired service areas and add a newly acquired location.

MOTION:

Motion to approve the request to present Amendment Two to Agreement RFP #20P-011 HVAC Maintenance, Service & Repairs for Various District Areas with M&S Air Conditioning & Appliance Service of Central Florida, LLC to remove unrequired service areas and add newly acquired location to the Sumter Landing Community Development District Board at their February 14, 2022 meeting.

ATTACHMENTS:

Description	Type
▣ Amend 2_20P-011_M&S	Exhibit

**AMENDMENT TWO TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
M&S AIR CONDITIONING & APPLIANCE SERVICE OF CENTRAL FLORIDA, LLC
FOR HVAC MAINTENANCE, SERVICE & REPAIRS FOR
VARIOUS DISTRICT AREAS (Group B1)
RFP #20P-011**

THIS AMENDMENT is entered into this 14th day of February 2022, and made effective on the 1st day of March 2022 by and between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 and **M&S AIR CONDITIONING & APPLIANCE SERVICE OF CENTRAL FLORIDA, LLC** (CONTRACTOR).

RECITALS

WHEREAS, SLCDD and CONTRACTOR entered into Agreement RFP #20P-011 for HVAC repair and maintenance services for Various District Areas (AGREEMENT), dated May 14, 2020 and effective June 1, 2020; and

WHEREAS, SLCDD and CONTRACTOR entered into Amendment One to the AGREEMENT on October 15, 2020; and

WHEREAS, SLCDD and CONTRACTOR desire to further amend the AGREEMENT and Amendments thereto, to remove two (2) locations, reduce service in two (2) locations and add one (1) location to the applicable areas needing HVAC services at various SLCDD areas as set forth below; and

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

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. SLCDD and CONTRACTOR hereby amend the AGREEMENT and any Amendments thereto to remove a duplicate location, Gilchrest Postal Station and to remove BCDD Paddock Square East Grandstand from the applicable SLCDD areas needing HVAC maintenance and repair services for an annual reduction of One Thousand, Eight Hundred Sixteen and 00/100 Dollars (\$1,816.00) as provided for in Exhibit A of this Amendment.
3. SLCDD and CONTRACTOR hereby amend the AGREEMENT and any Amendments thereto to remove Ice Machine Services from Sarasota Starter and Escambia/Okeechobee Starter from the applicable SLCDD areas needing HVAC maintenance and repair services for an annual reduction of One Thousand, Eight Hundred and 00/100 Dollars (\$1,800.00) as provided for in Exhibit A of this Amendment.
4. SLCDD and CONTRACTOR hereby amend the AGREEMENT and any Amendments thereto to add Brownwood Woodshop to the applicable SLCDD areas needing HVAC maintenance and repair services for an additional annual amount of Nine Thousand, Nine Hundred Ninety-Nine and 20/100 Dollars (\$9,999.20) as provided for in Exhibit A of this Amendment.

**AMENDMENT TWO TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
M&S AIR CONDITIONING & APPLIANCE SERVICE OF CENTRAL FLORIDA, LLC
FOR HVAC MAINTENANCE, SERVICE & REPAIRS FOR
VARIOUS DISTRICT AREAS (Group B1)
RFP #20P-011**

5. For the satisfactory performance of the services outlined in the AGREEMENT and this Amendment, SLCDD agrees to pay to CONTRACTOR an annual amended AGREEMENT amount of One Hundred Ninety-Nine Thousand, Seven Hundred Sixteen and 40/100 Dollars (\$199,716.40) as provided for in Exhibit A of this Amendment.

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

IN WITNESS WHEREOF, said SLCDD has caused this Amendment to be executed in its name by the Chairman of the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT, attested by the Clerk of said SLCDD, and M&S AIR CONDITIONING & APPLIANCE SERVICE OF CENTRAL FLORIDA, LLC has caused this Amendment to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name

Print Title

Date

Attest

**M&S AIR CONDITIONING & APPLIANCE
SERVICE OF CENTRAL FLORIDA, LLC**

By: _____

Print Name

Print Title

Date

Attest

REVISED REVISED FORM B1 SLRDD PROPOSAL AMENDMENT #2
RFP #20P-011 HVAC Preventative Maintenance, Services and Repairs

Location	Frequency	Bid Amount	Calculation	Total	Annual Cost
Escambia / Okeechobee Starter - 3020 Moyer Loop [Removed \$900.00]			Remove Ice Mach	Amendment #2	
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	\$ (900.00)
Escambia / Okeechobee Starter - 3020 Moyer Loop [Removed \$900.00] Grand Total					\$ 908.00
Sarasota Starter - 2991 Morse Blvd [Removed \$900.00]			Remove Ice Mach	Amendment #2	
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	\$ (900.00)
Sarasota Starter - 2991 Morse Blvd [Removed \$900.00] Grand Total					\$ 908.00
Gilchrist Postal - 2101 Pinellas Pl [Removed \$908.00]			Remove	Amendment #2	
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	\$ (544.00)
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	\$ (364.00)
Gilchrist Postal - 2101 Pinellas Pl [Removed \$908.00] Grand Total					\$ -
BCCDD Paddock Square East Grandstand - 2731 Brownwood Blvd [Removed \$908.00]			Removed	Amendment #2	
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	\$ (544.00)
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	\$ (364.00)
BCCDD Paddock Square East Grandstand - 2731 Brownwood Blvd [Removed \$908.00] Grand Total					\$ -
Brownwood Woodshop - 3601 Buena Vista Blvd [Added \$9,999.20]			Added	Amendment #2	
	Monthly	\$ 653.40	x 8 Months	\$ 5,227.20	
	Quarterly	\$ 1,193.00	x 4 Months	\$ 4,772.00	
Brownwood Woodshop - 3601 Buena Vista Blvd [Added \$9,999.20] Grand Total					\$ 9,999.20
Amendment #2 (12/13/21)					\$6,383.20

Amendment #2 (Effective March 1, 2022)

Amendment #2 Removes Gilchrist Postal (Duplicate Listing)

Amendment #2 Removes Ice Machines from Escambia / Okeechobee and Sarasota Starter Buildings (no ice machines in these locations)

Amendment #2 Removes Service from Brownwood East Grandstand (no HVAC in this location)

Amendment #2 Adds Brownwood Woodshop (located at 3601 Buena Vista Blvd)

M&S Air Conditioning & Appliance Service of Central Florida, LLC

VCDD DISTRICT PROPERTY MANAGEMENT

Contractor Approval _____ Date _____

DPM Director Approval _____ Date _____

REVISED REVISED FORM B1 SLRDD PROPOSAL
RFP #20P-011 HVAC Preventative Maintenance, Services and Repairs

Location	Frequency	Bid Amount	Calculation	Total	Annual Cost
Bacall/Bogart Starter - 2042 Canal St					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Bacall/Bogart Starter - 2042 Canal St Grand Total					\$ 908.00
Bonita Pass Starter - 2313 Buttonwood Ln					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Bonita Pass Starter - 2313 Buttonwood Ln Grand Total					\$ 908.00
Escambia / Okeechobee Starter - 3020 Moyer Loop [Removed \$900.00]					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	\$ (900.00)
Escambia / Okeechobee Starter - 3020 Moyer Loop [Removed \$900.00] Grand Total					\$ 908.00
Palmetto Starter - 3106 Hendry Dr					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Palmetto Starter - 3106 Hendry Dr Grand Total					\$ 908.00
Redfish Run/Tarpon Boil Starter - 2376 Nobleton Ln					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Redfish Run/Tarpon Boil Starter - 2376 Nobleton Ln Grand Total					\$ 908.00
Sandhill Starter Starter - 2580 Buena Vista Blvd					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Sandhill Starter Starter - 2580 Buena Vista Blvd Grand Total					\$ 908.00
Sarasota Starter - 2991 Morse Blvd [Removed \$900.00]					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	\$ (900.00)
Sarasota Starter - 2991 Morse Blvd [Removed \$900.00] Grand Total					\$ 908.00
Sweetgum/Mangrove Starter - 3198 Hendry Dr					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Sweetgum/Mangrove Starter - 3198 Hendry Dr Grand Total					\$ 908.00
Truman/Roosevelt Starter - 2735 Canal St					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Truman/Roosevelt Starter - 2735 Canal St Grand Total					\$ 908.00
Turtle Mound Starter - 2605 Turtle Mound Path					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Turtle Mound Starter - 2605 Turtle Mound Path Grand Total					\$ 908.00
Volusia Starter - 128 Moyer Loop					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Volusia Starter - 128 Moyer Loop Grand Total					\$ 908.00
Yankee Clipper/Southern Star Starter - 2514 St Charles Pl.					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Yankee Clipper/Southern Star Starter - 2514 St Charles Pl. Grand Total					\$ 908.00
Yankee Clipper/Southern Star/Bonita Pass/Redfish Starter - 2346 Buttonwood Run [Removed \$908.00]					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	\$ (544.00)
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	\$ (364.00)
Yankee Clipper/Southern Star/Bonita Pass/Redfish Starter - 2346 Buttonwood Run [Removed \$908.00] Grand Total					\$ -
Bonnybrook Gate House - 591 Belvedere Blvd					
	Monthly	\$ 125.00	x 8 Months	\$ 1,000.00	
	Quarterly	\$ 273.00	x 4 Months	\$ 1,092.00	
Bonnybrook Gate House - 591 Belvedere Blvd Grand Total					\$ 2,092.00
Duval Gate House - 2651 Odell Circle					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Duval Gate House - 2651 Odell Circle Grand Total					\$ 908.00
Gilchrest Gate House - 1885 Pinellas Place [Removed \$908.00]					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	\$ (544.00)
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	\$ (364.00)
Gilchrest Gate House - 1885 Pinellas Place [Removed \$908.00] Grand Total					\$ -
Hadley Gate House - 2475 Odell Circle					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Hadley Gate House - 2475 Odell Circle Grand Total					\$ 908.00

REVISED REVISED FORM B1 SLRDD PROPOSAL
RFP #20P-011 HVAC Preventative Maintenance, Services and Repairs

Location	Frequency	Bid Amount	Calculation	Total	Annual Cost
Hillsborough Gate House - 2095 Hillsborough Trail					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Hillsborough Gate House - 2095 Hillsborough Trail Grand Total					\$ 908.00
Osceola Hills South Gate House - 4441 Deskin Ln					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Osceola Hills South Gate House - 4441 Deskin Ln Grand Total					\$ 908.00
Pinellas Gate House - 1885 Pinellas Place					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Pinellas Gate House - 1885 Pinellas Place Grand Total					\$ 908.00
Sanibel Gate House - 557 Pinellas Place					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Sanibel Gate House - 557 Pinellas Place Grand Total					\$ 908.00
Sunset Point Gate House - 1600 Bailey Trail					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Sunset Point Gate House - 1600 Bailey Trail Grand Total					\$ 908.00
Community Watch Offices - 1135 Bonita Blvd					
	Monthly	\$ 180.00	x 8 Months	\$ 1,440.00	
	Quarterly	\$ 364.00	x 4 Months	\$ 1,456.00	
Community Watch Offices - 1135 Bonita Blvd Grand Total					\$ 2,896.00
Soaring Eagle Softball Complex & Concession - 4390 Morse Blvd					
	Monthly	N/A	No units	N/A	
	Quarterly	N/A	No Units	N/A	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Soaring Eagle Softball Complex & Concession - 4390 Morse Blvd Grand Total					\$ 900.00
Alden Bungalows Postal - 3526 Kiessel Rd					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Alden Bungalows Postal - 3526 Kiessel Rd Grand Total					\$ 908.00
Amelia Postal - 1992 Odell Cir					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Amelia Postal - 1992 Odell Cir Grand Total					\$ 908.00
Antrim Dells Postal - 3791 East Torch Lake Dr					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Antrim Dells Postal - 3791 East Torch Lake Dr Grand Total					\$ 908.00
Bonita Postal - 2545 Canal St					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Bonita Postal - 2545 Canal St Grand Total					\$ 908.00
Buttonwood Postal - 2272 Buttonwood Dr					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Buttonwood Postal - 2272 Buttonwood Dr Grand Total					\$ 908.00
Charlotte Postal - 3264 Charlotte Court					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Charlotte Postal - 3264 Charlotte Court Grand Total					\$ 908.00
Collier Postal - 3355 Hendry Drive					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Collier Postal - 3355 Hendry Drive Grand Total					\$ 908.00
Dunedin Postal - 1196 Hillsborough Trail					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Dunedin Postal - 1196 Hillsborough Trail Grand Total					\$ 908.00
Duval Postal - 2600 Odell Cir					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Duval Postal - 2600 Odell Cir Grand Total					\$ 908.00
Fernandina Postal - 1045 Bonfay Path					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Fernandina Postal - 1045 Bonfay Path Grand Total					\$ 908.00
Gilchrist Postal - 1540 Pinellas Pl					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Gilchrist Postal - 1540 Pinellas Pl Grand Total					\$ 908.00

REVISED REVISED FORM B1 SLRDD PROPOSAL
RFP #20P-011 HVAC Preventative Maintenance, Services and Repairs

Location	Frequency	Bid Amount	Calculation	Total	Annual Cost
Hadley Postal - 2401 Odell Cir					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Hadley Postal - 2401 Odell Cir Grand Total					\$ 908.00
Hemingway Postal - 2451 Odell Cir					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Hemingway Postal - 2451 Odell Cir Grand Total					\$ 908.00
Hillsborough Postal - 1816 Hillsborough Trail					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Hillsborough Postal - 1816 Hillsborough Trail Grand Total					\$ 908.00
Labelle Postal - 530 Independence Path					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Labelle Postal - 530 Independence Path Grand Total					\$ 908.00
Lake Deaton Postal - 3871 Warnock Rd					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Lake Deaton Postal - 3871 Warnock Rd Grand Total					\$ 908.00
Largo Postal - 1985 Canal St					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Largo Postal - 1985 Canal St Grand Total					\$ 908.00
Liberty Park Postal - 1365 St Charles Place					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Liberty Park Postal - 1365 St Charles Place Grand Total					\$ 908.00
Osceola at Soaring Eagles Postal - 993 Iron Oak Way					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Osceola at Soaring Eagles Postal - 993 Iron Oak Way Grand Total					\$ 908.00
Osceola Hills Postal - 4234 McDowell Dr					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Osceola Hills Postal - 4234 McDowell Dr Grand Total					\$ 908.00
Pennecamp Postal - 1936 Pennecamp Dr					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Pennecamp Postal - 1936 Pennecamp Dr Grand Total					\$ 908.00
Pine Hills Postal - 3414 Moyer Loop					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Pine Hills Postal - 3414 Moyer Loop Grand Total					\$ 908.00
Pine Ridge Postal - 3714 Moyer Loop					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Pine Ridge Postal - 3714 Moyer Loop Grand Total					\$ 908.00
Gilchrist Postal - 2101 Pinellas Pl [Removed \$908.00]			Remove	Amendment #2	
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	\$ (544.00)
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	\$ (364.00)
Gilchrist Postal - 2101 Pinellas Pl [Removed \$908.00] Grand Total					\$ -
Pinellas Postal - 2101 Pinellas Pl [Added \$908.00]			Added	Amendment #1	
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Pinellas Postal - 2101 Pinellas Pl [Added \$908.00] Grand Total					\$ 908.00
Poinciana Postal - 1921 Bailey Trail					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Poinciana Postal - 1921 Bailey Trail Grand Total					\$ 908.00
Sanibel Postal - 753 Pinellas Pl					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Sanibel Postal - 753 Pinellas Pl Grand Total					\$ 908.00
St Charles Postal - 2114 Bailey Trail					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
St Charles Postal - 2114 Bailey Trail Grand Total					\$ 908.00
St James Postal - 2415 St Charles Place					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
St James Postal - 2415 St Charles Place Grand Total					\$ 908.00

REVISED REVISED FORM B1 SLRDD PROPOSAL
RFP #20P-011 HVAC Preventative Maintenance, Services and Repairs

Location	Frequency	Bid Amount	Calculation	Total	Annual Cost
Sunset Point Postal - 1694 Bailey Trail					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Sunset Point Postal - 1694 Bailey Trail Grand Total					\$ 908.00
Tamarind Grove Postal - 2410 Tamarind Grove Run					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Tamarind Grove Postal - 2410 Tamarind Grove Run Grand Total					\$ 908.00
Allamanda Rec - 1515 St. Charles Place					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Allamanda Rec - 1515 St. Charles Place Grand Total					\$ 5,630.00
Bacall Rec Center - 2041 Canal Street					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Bacall Rec Center - 2041 Canal Street Grand Total					\$ 5,630.00
Big Cypress Rec Center - 3110 Hendry Drive					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Big Cypress Rec Center - 3110 Hendry Drive Grand Total					\$ 5,630.00
Bradenton Rec Center - 1300 Pinellas Place					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Mahine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Bradenton Rec Center - 1300 Pinellas Place Grand Total					\$ 5,630.00
Bridgeport Rec - 1670 Lake Miona Drive [\$5,630.00 Removed]			Removed	Amendment #1	
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	\$ (2,904.00)
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	\$ (1,826.00)
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	\$ (900.00)
Bridgeport Rec - 1670 Lake Miona Drive [\$5,630.00 Removed] Grand Total					-
Burnsed Rec Center - 4019 Deskin Lane					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Burnsed Rec Center - 4019 Deskin Lane Grand Total					\$ 5,630.00
Captiva Rec Center - 1398 Stillwater Tr					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Captiva Rec Center - 1398 Stillwater Tr Grand Total					\$ 5,630.00
Colony Cottage Rec Center - 510 Colony Blvd					
	Monthly	\$ 580.80	x 8 Months	\$ 4,646.40	
	Quarterly	\$ 729.50	x 4 Months	\$ 2,918.00	
	Ice Machine (Qty 2)	\$ 450.00	x 2 Months	\$ 1,800.00	
Colony Cottage Rec Center - 510 Colony Blvd Grand Total					\$ 9,364.40
Colony Cottage Rec Center Pool Building - 480 Colony Blvd					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Colony Cottage Rec Center Pool Building - 480 Colony Blvd Grand Total					\$ 908.00
Eisenhower Pool Bldg - 3560 Buena Vista Blvd					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Eisenhower Pool Bldg - 3560 Buena Vista Blvd Grand Total					\$ 908.00
Eisenhower Rec Center - 3560 Buena Vista Blvd					
	Monthly	\$ 975.00	x 8 Months	\$ 7,800.00	
	Quarterly	\$ 1,950.00	x 4 Months	\$ 7,800.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Eisenhower Rec Center - 3560 Buena Vista Blvd Grand Total					\$ 16,500.00
Fish Hawk Rec Center - 2318 Buttonwood Run					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Fish Hawk Rec Center - 2318 Buttonwood Run Grand Total					\$ 5,630.00
Hibiscus Rec Center - 1740 Bailey Trail					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Hibiscus Rec Center - 1740 Bailey Trail Grand Total					\$ 5,630.00

REVISED REVISED FORM B1 SLCDD PROPOSAL
RFP #20P-011 HVAC Preventative Maintenance, Services and Repairs

Location	Frequency	Bid Amount	Calculation	Total	Annual Cost
Manatee Rec Center - 1512 Hillsborough Trail					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Manatee Rec Center - 1512 Hillsborough Trail Grand Total					\$ 5,630.00
Moyer Rec Center - 3000 Moyer Loop					
	Monthly	\$ 435.60	x 8 Months	\$ 3,484.80	
	Quarterly	\$ 547.00	x 4 Months	\$ 2,188.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Moyer Rec Center - 3000 Moyer Loop Grand Total					\$ 6,572.80
Odell Rec Center - 2260 Odell Cir					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Odell Rec Center - 2260 Odell Cir Grand Total					\$ 5,630.00
Rohan Rec Center - 850 Kristine Way					
	Monthly	\$ 975.00	x 8 Months	\$ 7,800.00	
	Quarterly	\$ 1,950.00	x 4 Months	\$ 7,800.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Rohan Rec Center - 850 Kristine Way Grand Total					\$ 16,500.00
Rohan Rec Center Pool Building - 810 Kristine Way					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Rohan Rec Center Pool Building - 810 Kristine Way Grand Total					\$ 908.00
Seabreeze Rec Center - 2384 Buena Vista Blvd					
	Monthly	\$ 975.00	x 8 Months	\$ 7,800.00	
	Quarterly	\$ 1,950.00	x 4 Months	\$ 7,800.00	
	Ice Machine (Qty 3)	\$ 450.00	x 2 Months	\$ 2,700.00	
Seabreeze Rec Center - 2384 Buena Vista Blvd Grand Total					\$ 18,300.00
Seabreeze Rec Center Pool Building - 2384 Buena Vista Blvd					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
Seabreeze Rec Center Pool Building - 2384 Buena Vista Blvd Grand Total					\$ 908.00
Sterling Heights Rec Center - 2508 St Charles Place					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Sterling Heights Rec Center - 2508 St Charles Place Grand Total					\$ 5,630.00
Truman Rec Center - 2705 Canal St					
	Monthly	\$ 363.00	x 8 Months	\$ 2,904.00	
	Quarterly	\$ 456.50	x 4 Months	\$ 1,826.00	
	Ice Machine (Qty 1)	\$ 450.00	x 2 Months	\$ 900.00	
Truman Rec Center - 2705 Canal St Grand Total					\$ 5,630.00
BCCDD Paddock Square East Grandstand - 2731 Brownwood Blvd [Removed \$908.00]					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	\$ (544.00)
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	\$ (364.00)
BCCDD Paddock Square East Grandstand - 2731 Brownwood Blvd [Removed \$908.00] Grand Total					\$ -
BCCDD Paddock Square West Grandstand - 2739 Brownwood Blvd					
	Monthly	\$ 68.00	x 8 Months	\$ 544.00	
	Quarterly	\$ 91.00	x 4 Months	\$ 364.00	
BCCDD Paddock Square West Grandstand - 2739 Brownwood Blvd Grand Total					\$ 908.00
Brownwood Woodshop - 3601 Buena Vista Blvd [Added \$9,999.20]					
	Monthly	\$ 653.40	x 8 Months	\$ 5,227.20	
	Quarterly	\$ 1,193.00	x 4 Months	\$ 4,772.00	
Brownwood Woodshop - 3601 Buena Vista Blvd [Added \$9,999.20] Grand Total					\$ 9,999.20
Original SLCDD Form B1 Annual Total				\$199,871.20	
Amendment #1 (10/15/20)				(\$6,538.00)	
Amendment #2 (12/13/21)				\$6,383.20	
Amended SLCDD Form B1 Annual Total				\$199,716.40	



AGENDA REQUEST

TO: Project Wide Advisory Committee

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

DATE: 2/14/2022

SUBJECT: **Amendment One to RFP #19P-015 Landscape & Irrigation Maintenance for D10, Sumter Landing & Various SLCDD Recreation Centers Agreement**

ISSUE:

Review and approval to present Amendment One with SSS Down to Earth Opco II, LLC for Agreement RFP #19P-015 Landscape and Irrigation Maintenance for D10, Sumter Landing & Various SLCDD Recreation Centers Agreement to the Sumter Landing Community Development District Board.

ANALYSIS/INFORMATION:

On September 5, 2019, Sumter Landing Community Development District entered into Agreement RFP #19P-015 Landscape and Irrigation Maintenance for D10, Sumter Landing & Various SLCDD Recreation Centers Agreement with SSS Down to Earth Opco II, LLC for Group A, Form 4 in the amount of \$4,622.48.

As new areas are inspected and accepted for maintenance, it becomes necessary to amend the Agreement adding new areas as identified. As a result, staff requests review and approval of Amendment One to the Agreement for the addition of Brownwood Woodshop. The addition of this area adds \$3,195.46 annually to this Agreement effective March 1, 2022.

The addition as stated above will result in the amended annual Agreement amount of \$7,817.94 for Group A, Form 4 as provided in Exhibit "A" of Amendment One. All other terms and conditions remain the same as in the original Agreement.

BUDGET IMPACT:

Funds have been budgeted and are available in the Sumter Landing Amenities Division (SLAD) Fund to cover the net increase at \$1,864.02 for the remaining seven (7) months of FY 21-22.

STAFF RECOMMENDATION:

Staff requests approval to present to the Sumter Landing Community Development District Board Amendment One to RFP #19P-015 Landscape and Irrigation Maintenance for D10, Sumter Landing & Various SLCDD Recreation Centers Agreement with SSS Down to Earth Opco II, LLC for the addition of the Brownwood Woodshop (Group A, Form 4) for an additional annual Agreement amount of \$3,195.46 and a new total annual Agreement amount of \$7,817.94.

MOTION:

Motion to approve the request to present to the Sumter Landing Community Development District Board Amendment One to RFP #21P-023 RFP #19P-015 Landscape and Irrigation Maintenance For D10, Sumter Landing & Various SLCDD Recreation Centers Agreement with SSS Down to Earth Opco II, LLC for the addition of the Brownwood Woodshop (Group A, Form 4) for an additional annual Agreement amount of \$3,195.46 and a new total annual Agreement amount of \$7,817.94 at their February 14, 2022 meeting.

ATTACHMENTS:

Description	Type
▣ Amend1_19P-015_D2E	Exhibit

**AMENDMENT ONE TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
SSS DOWN TO EARTH OPCO II, LLC FOR LANDSCAPE AND IRRIGATION
MAINTENANCE FOR D10, SUMTER LANDING & VARIOUS SLCDD RECREATION
CENTERS**

RFP # 19P-015

THIS AMENDMENT is entered into this 14th day of February 2022 and made effective on March 1, 2022 by and between SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (SLCDD), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and SSS DOWN TO EARTH OPCO II, LLC (CONTRACTOR), whose mailing address is P. O. Box 738, Tangerine, FL 32777.

RECITALS

WHEREAS, SLCDD and CONTRACTOR entered into Agreement #19P-015 for Scheduled Landscape and Irrigation Maintenance Services (AGREEMENT) for properties such as those owned or operated by SLCDD, dated September 5, 2019; and

WHEREAS, SLCDD and CONTRACTOR desire to amend the AGREEMENT and Amendments thereto, to add Landscape and Irrigation Maintenance at Brownwood Woodshop at 3601 Buena Vista Boulevard.

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

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. SLCDD and CONTRACTOR hereby amend the AGREEMENT and any amendments thereto, adding Brownwood Woodshop at 3601 Buena Vista Boulevard in the annual amount of Three Thousand, One Hundred Ninety-Five and 46/100 Dollars (\$3,195.46).
3. For the satisfactory performance of the work outlined in the AGREEMENT and this Amendment, SLCDD agrees to pay to CONTRACTOR an annual amended AGREEMENT amount of Seven Thousand, Eight Hundred Seventeen and 94/100 Dollars (\$7,817.94) as provided for in Exhibit A to this Amendment.
4. SLCDD and CONTRACTOR agree that all other terms and conditions of the AGREEMENT and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

**AMENDMENT ONE TO THE AGREEMENT BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT AND
SSS DOWN TO EARTH OPCO II, LLC FOR LANDSCAPE AND IRRIGATION
MAINTENANCE FOR D10, SUMTER LANDING & VARIOUS SLCDD RECREATION
CENTERS**

RFP # 19P-015

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

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name

Print Title

Date

Attest

SSS DOWN TO EARTH OPCO II, LLC

By: _____

Print Name

Print Title

Date

Attest

SLCDD (SLAD)
Buena Vista Blvd Phase V (Security Facilities and Gate Houses)
AMENDMENT #1 (Group A, Form 4)

Description	Annuals (x4 change outs per year)	Zoysia Turf (Sq Yd)	Bahia Turf (Sq Yd)	Shrub Beds (Sq Yd)	Mulch Beds (Sq Yd)	Trees	Palms	Irrigation Zones
Brownwood Woodshop		260		1,008	265	2	4	6
TOTAL QUANTITIES	0	260	0	1,008	265	2	4	6
UNIT COST	\$1.40	\$1.30	\$0.50	\$1.87	\$0.50	\$15.00	\$15.00	\$125.00
ANNUAL COST	\$0.00	\$338.00	\$0.00	\$1,884.96	\$132.50	\$30.00	\$60.00	\$750.00
TOTAL MONTHLY AMOUNT FOR ALL AREAS							\$266.29	
TOTAL ANNUAL AMOUNT FOR ALL AREAS							\$3,195.46	


Unit Cost Per Bale Pinestraw Installed	\$ 6.00
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Amendment #1 (Effective March 1, 2022)

Amendment #1 adds The Brownwood Woodshop, 3601 Buena Vista Boulevard which was turned over to the District this year.

SSS Down To Earth Opco II, LLC

VCDD DISTRICT PROPERTY MANAGEMENT


 Contractor Approval _____ Date _____



 DPM Director Approval _____ Date 16 Nov 21

EXHIBIT A

SLCDD (SLAD)**Buena Vista Blvd Phase V (Security Facilities and Gate Houses)****REVISED with Amendment #1 (Group A, Form 4)**

Description	Annuals (x4 change outs per year)	Zoysia Turf (Sq Yd)	Bahia Turf (Sq Yd)	Shrub Beds (Sq Yd)	Mulch Beds (Sq Yd)	Trees	Palms	Irrigation Zones
Collier North SF				105				1
Collier South SF				101				1
Gilchrist SF				102				1
Hillsborough GH & SF		170		516		5		2
Pinellas E GH & SF		170		470		7		5
Pinellas N & S SF				110				1
Brownwood Woodshop		260		1,008	265	2	4	6
TOTAL QUANTITIES	0	600	0	2,412	265	14	4	17
UNIT COST	\$1.40	\$1.30	\$0.50	\$1.87	\$0.50	\$15.00	\$15.00	\$125.00
ANNUAL COST	\$0.00	\$780.00	\$0.00	\$4,510.44	\$132.50	\$210.00	\$60.00	\$2,125.00
TOTAL MONTHLY AMOUNT FOR ALL AREAS							\$651.50	
TOTAL ANNUAL AMOUNT FOR ALL AREAS							\$7,817.94	

Unit Cost Per Bale Pinestraw Installed	\$ 6.00
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AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Kenneth C. Blocker, District Manager

DATE: 2/14/2022

SUBJECT: Tee Time and Trail Pass Services Agreement

ISSUE:

Review and recommendation of approval of a Tee Time and Trail Pass Services Agreement between the Sumter Landing Community Development District, Village Center Community Development District and the multiple other owners of golf courses in The Villages identified as: VLS, VOC, VLC, VLOC, VDC, VDOC.

ANALYSIS/INFORMATION:

In November of 2021 District Management presented the Tee Time and Trail Pass Agreement to the Project Wide Advisory Committee (PWAC) and the Amenity Authority Committee (AAC) for review and recommendation of approval to the respective Boards.

Following a significant amount of discussion, the following topics were further reviewed in the Agreement and modifications have been made as outlined;

1. **Clarification of Applicable Boards** – The two governmental entities listed as parties to the Agreement are the Sumter Landing Community Development District (SLCDD) and the Village Center Community Development District (VCCDD). The term “Board” has been removed and the appropriate references have been updated to reflect the legal entities.
2. **Specification of Executive Courses**- The Agreement specifies and references applicable parties as “Executive Owners”.
3. **Ownership of Data** – District Legal Counsel expanded the language to include that, in the event the Agreement expires or is sooner terminated, each party is entitled to receive an electronic copy of information related to the applicable course it owns.
4. **Removal of 25% Executive Trail Pass Discount for Priority Pass Holders** – This option will be removed from the respective Rate Rules. Staff will present a revision to the Rate Rules that will eliminate this discount. Once the PWAC and AAC have approved the revisions, a public hearing will be held by Sumter Landing and Village Center CDDs to implement the change.
5. **Inclusion of Consumer Price Index (CPI) Adjustment** – The original language pertaining to

adjustments remains within the Agreement.

Additional enhancements to the Agreement include;

1. **Day of Play Passes** – Day of play passes will not be factored into the cost sharing element of the Agreement. The revenues for day of play passes shall be retained by the golf course owner that sells the pass.
2. **Credit Card Surcharges** – Credit Card processing fees shall not be passed on as a surcharge to the customer utilizing the website platform.
3. **Forms of Payment** – In addition to the website platform, Residents will be able to pay for Trail Passes at specified District locations utilizing cash or checks payable to the District.
4. **Net Earned Trail Pass Revenue**- Remittance of proportionate costs will be adjusted monthly based on fees collected by the District outside of the website and expenses paid to TSG as the service provider for transferred Trail Passes.

District Management's recommendation is to approve the Agreement as presented with an effective date of March 1, 2022 for services related to the Tee Time Reservation Services. The District will continue to work with the parties and vendors involved to implement the Trail Pass Website effective May 1, 2022; this will ensure an appropriate amount of time to adopt the Rate Rule amendments, perform staff training, refine internal processes and communicate to the public.

As originally presented, the following information remains applicable to the balance of the Agreement;

Currently, The Villages of Lake-Sumter, Inc. (VLS) and the Sumter Landing Community Development District (SLCDD) enter into an Amended and Restated Agreement for Services and Collateral Assignment of Amenities Fee from Future Residences, made effective November 16, 2016. Section 3. C of the Services agreement sets forth the rights and obligations of VLS and SLCDD with regards to the provision of golf tee time reservation services and Section 4.A of the Services agreement sets forth the rights and obligations of VLS and SLCDD with regards to issuance and honoring of trail passes. At this time, the parties wish to establish certainty, continuity and a fair-cost sharing methodology in the provision of Reservation Services and issuance of Trail Passes.

As such, Section 3.C referencing Golf Tee Time Reservation Services was valid for 5 years, terminating on November 16, 2021, which has necessitated the need for a new agreement to be established. Also, since 2016, the development has continued to grow and has many new owners associated with the ownership of golf courses which the current agreement did not contemplate.

Residents enjoy the right to utilize any amenity, which includes golf, no matter who owns the golf course and thus any trail fee purchased can be used at any Executive golf course regardless of ownership or location.

In an effort to equitably allocate trail fee revenue, the new agreement will utilize an allocation methodology of trail pass proportionate share. This methodology will be based on the number of each party's executive golf course holes, divided by the total number of executive golf course holes played for each month. This creates a fair and equitable allocation where previously it was just based on ownership of courses. In addition, there will no longer be a discount applied to trail fees based on the purchase of a priority membership. Thus, all trail fee revenue will be allocated based on the trail pass proportionate share methodology.

This agreement also provides for a consistent application of rates for residents which include the annual, six-month and monthly Trail Passes, daily golf fees, elimination of the priority member trail pass discount, and timing of seasonal rates for day of play passes. Furthermore, to ensure that rates remain commensurate with the cost of service delivery, the Parties agree that they shall work together in good faith to establish a uniform charge for Trail Passes, together with annual increases thereto equal to the cumulative change in the Consumer Price Index for All Urban Consumers over the twelve-month period that is between three and

fifteen months prior to the annual increase.

By recommending approval of this agreement, Staff will request authorization to amend and restate the Chapter IV Rate Rule to the Sumter Landing Community Development District, inclusive of the changes outlined. To meet the statutory advertisement period, the Public Hearing to formally adopt the amended and restated Chapter IV Rule will be in April 2022.

In addition, the reservation services fee, where all tee times will be made for all residents, will be charged based on the same methodology of tee times booked. The initial total cost of the system will be \$220,000, paid by all parties based on their proportionate share of tee times booked. The trail pass website will also be hosted for a cost of \$7,200, paid by all parties based on their proportionate share as previously outlined.

Based on tee times booked/holes played in 2020-2021, the Sumter Landing Amenities Division (SLAD) would be allocated approximately 53% of all revenues and fees pertaining to Executive Trail Passes and 53% for Tee Time Reservation Fees. Based on the Agreement, SLAD's share of costs will be approximately \$3,900 for Executive Trail Passes and \$116,600 for Tee Time Reservations. Compared to current revenues, the new allocation for the Tee Time Reservation system will result in \$35,000 in additional revenue to SLAD. This estimate is based on a conservative assumption of 25% of the current Priority Pass Members purchasing Executive Trail Passes.

Prior to the development of the Tee Time Trail Pass Services Agreement, the SLCDD included \$91,520 in the FY 2021-22 Budget for bank related charges for SLAD owned executive golf courses. Following final approval and implementation of this agreement and the new allocation structure, the SLCDD will be able to use pertinent available funds budgeted to offset the cost of service in the first year. In subsequent years, the budget will be developed in accordance with the allocation methodology of trail pass proportionate share included in the Tee Tim Trail Pass Services Agreement.

STAFF RECOMMENDATION:

Staff recommends the Project Wide Advisory Committee recommend approval of the Tee Time and Trail Pass Services Agreement to the Sumter Landing Community Development District effective March 1, 2022. The District will continue to work with the parties and vendors involved to implement the Trail Pass Website effective May 1, 2022; this will ensure an appropriate amount of time to adopt the Rate Rule amendments, perform staff training, refine internal processes and communicate to the public.

MOTION:

Motion to recommend approval of the Tee Time and Trail Pass Services Agreement to the Sumter Landing Community Development District with an effective date of March 1, 2022 for Tee Time Reservation Services and May 1, 2022 for implementation of the Trail Pass Website, and request authorization to amend and restate the Chapter IV Rate Rule to incorporate the associated changes.

ATTACHMENTS:

Description	Type
☐ Tee Time and Trail Pass Services Agreement	Cover Memo
☐ Sheet 1 - Golf Courses	Cover Memo
☐ Sheet 2 - Revenues	Cover Memo

TEE TIME AND TRAIL PASS SERVICES AGREEMENT

This **TEE TIME AND TRAIL PASS SERVICES AGREEMENT** ("Agreement") is made effective the 1st day of May, 2022 (the "Effective Date"), by and between:

The Villages of Lake-Sumter, Inc., a Florida corporation, whose address is 3619 Kiessel Road, The Villages, Florida 32163 ("VLS");

The Villages Operating Company, a Florida corporation, whose address is 3619 Kiessel Road, The Villages, Florida 32163 ("VOC");

The Villages Land Company, LLC, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 ("VLC");

The Villages Land Operating Company, LLC, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 ("VLOC");

The Villages Development Company, LLC, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 ("VDC");

The Villages Development Operating Company, LLC, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 ("VDOC");

Village Center Community Development District, a local unit of special-purpose government, whose address is 984 Old Mill Run, The Villages, Florida 32162 ("VCCDD"); and

Sumter Landing Community Development District, a local unit of special-purpose government, whose address is 984 Old Mill Run, The Villages, Florida 32162 ("SLCDD").

Each of the foregoing parties to this Agreement is referred to as a "Party", and collectively, the "Parties".

RECITALS

A. VLS owns executive golf facilities in portions of The Villages® community (the "Community") located south of State Road 44 in the Village of Fenney.

B. VOC owns championship golf facilities in portions of the Community located north of State Road 44, and also provides tee time reservation services to golf facility owners.

C. VLC owns executive golf facilities in portions of the Community located south of State Road 44.

D. VLOC owns or intends to own championship golf facilities in portions of the Community located south of State Road 44.

E. VDC intends to own executive golf facilities in portions of the Community located south of State Road 44.

F. VDOC intends to own championship golf facilities in portions of the Community located south of State Road 44.

G. VCCDD owns executive golf facilities in portions of the Community located north of County Road 466.

H. SLCCDD owns executive golf facilities in portions of the Community located south of County Road 466.

I. VLS and SLCCDD entered into an Amended and Restated Agreement for Services and Collateral Assignment of Amenities Fees From Future Residences, made effective November 16, 2016 (the "Services Agreement").

J. Section 3.C of the Services Agreement sets forth the rights and obligations of VLS and SLCCDD with regards to the provision of golf tee time reservation services (collectively, "Reservation Services"), and Section 4.A of the Services Agreement sets forth the rights and obligations of VLS and SLCCDD with regards to issuance and honoring of trail passes ("Trail Passes").

K. At this time, the Parties wish to establish certainty, continuity, and a fair cost-sharing methodology in the provision of Reservation Services and issuance of Trail Passes, and so wish to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated herein, in full, by reference.

2. Term. The term of this Agreement ("Term") shall commence on the Effective Date, and expire on September 30, 2031. Thereafter, the Term shall automatically renew for successive five (5) year periods until terminated by any Party with at least one hundred twenty (120) days written notice prior to the expiration of the Term, as extended. In addition, any Party may terminate this Agreement on 180 days' notice by giving such notice at any time after September 30, 2026.

3. Reservation Services.

a. Provision of Reservation Services. VOC agrees to provide Reservation Services to all Parties and their customers and invitees. VOC shall provide Reservation Services in form and manner determined by VOC in its reasonable discretion to provide a first class and consistent user experience for customers of all golf facility owners; provided however, VOC shall at all times provide golfers with at least one option to reserve tee times without charge.

b. Reservation Services Fee. The Parties agree that the total annual fee payable to VOC for Reservation Services (the “Reservation Services Fee”) during the period between the Effective Date and September 30, 2022, is Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00). Commencing on October 1, 2022, and on each anniversary of that date thereafter throughout the Term (each, a “Reservation Services Fee Adjustment Date”), the Reservation Services Fee shall increase by an amount equal to the cumulative change in Consumer Price Index, All Urban Consumers, during the twelve month period that is between three and fifteen months prior to the applicable Reservation Services Fee Adjustment Date. Notwithstanding the foregoing, the Parties agree that it is in the best interests of the Parties and their customers to continuously look for ways to improve the access to and ease of making tee times, and so from time to time the Parties may mutually agree in writing to make such improvements and increase the Reservation Services Fee accordingly. Prior to implementation of any such Reservation Services Fee increases, VOC shall deliver a proposal to all other Parties that outlines in reasonable detail the scope of improvements and any increase to the Reservation Services Fee. VLS, VOC, VLC, VLOC, VDC, and VDOC’s agreement to such improvements and Reservation Services Fee increases may be by email or other writing. VCCDD and SLCDD’s agreement to such improvements and Reservation Services Fee increases may be made expressly in writing, or by approval of their respective budgets containing such increases. If VOC proposes improvements and accompanying Reservation Services Fee increases, and one or more Parties rejects the same (each such Party, for the purposes of this paragraph, a “Dissenting Party”), then VOC may unilaterally elect to terminate, with respect to such Dissenting Parties, those portions of this Agreement pertaining to Reservation Services only upon not less than 90 days notice, and no further Reservation Services Fees shall be payable by the Dissenting Parties thereafter. For clarification, in the event VOC exercises such right of termination, those portions of this Agreement pertaining to Trail Pass Services shall survive and those portions of the Agreement pertaining to Reservation Services shall survive as modified except with respect to Dissenting Parties.

c. Reservation Proportionate Share; Payment. The Parties shall pay their Reservation Proportionate Share (defined below) of the Reservation Services Fee directly to VOC monthly and in arrears. Within fifteen (15) days after expiration of every calendar month during the Term, VOC shall deliver to the other Parties an invoice (“Invoice”) containing each Party’s Reservation Proportionate Share of the Reservation Services Fee. Each Party shall pay to VOC their Reservation Proportionate Share of the Reservation Services Fee as stated in the Invoice within fifteen (15) days of receipt of the Invoice. “Reservation Proportionate Share” shall mean a fraction with each Party’s numerator being the total number of tee times booked for all of that Party’s golf facilities within the applicable month, and the denominator being the total number of tee times booked across all of the Parties’ golf facilities during that same month.

4. Trail Pass Services.

a. Issuance; Trail Pass Charges. Each Party that owns executive golf facilities (each, an “Executive Owner” and collectively, the “Executive Owners”) designates VOC as its agent to issue to and charge their customers and invitees a fee for Trail Passes, which entitles holders to use their golf cart on executive golf courses without the payment of an additional per-use charge. All Executive Owners shall permit Trail Pass owners to use their golf carts on executive golf courses without requiring an additional per-use charge. In other words, Trail Passes shall have reciprocity and be useable on all executive golf facilities owned by Executive Owners. Executive Owners shall work together in good faith to establish a uniform charge for Trail Passes, together with annual increases thereto equal to the cumulative change in the Consumer Price Index for All Urban Consumers over the twelve-month period that is between three and fifteen months prior to the annual increase. For the avoidance of doubt, day-of play passes may be sold by an Executive Owner to allow a golfer who has not otherwise purchased a Trail Pass to bring a cart onto an executive course for a single round of golf. Such day-of-play passes are not Trail Passes for the purposes of this Agreement, and revenues therefrom shall be retained by the Executive Owner which sells the day-of-play pass.

b. Trail Pass Website. The Executive Owners agree that it is in the best interests of Executive Owner’s customers and invitees that a single point of sale exist for the sale of all Trail Passes. Accordingly, VOC shall develop, operate, and maintain an internet-based Trail Pass website where golfers can purchase Trail Passes (the “Site”). All purchase and sales of Trail Passes shall occur through the Site for the uniform charge established by the Parties, and no Party shall establish or maintain a second point of Trail Pass sale. Any third-party credit card processing charges shall be included in the Trail Pass charge and shall not be passed on as a surcharge to the customer. Notwithstanding the foregoing, VCCDD staff may assist customers with the purchase of Trail Passes at district managed facilities using the Site for credit card customers and may accept cash or check payable to VCCDD from customers who decline to use credit cards.

c. Trail Pass Services. “Trail Pass Services” as used herein shall mean all services provided by VOC to develop, operate, and maintain the Site, and provide the remittance services as described in Section 4.f below.

d. Trail Pass Fee. Executive Owners agree that the annual fee payable to VOC for Trail Pass Services (the “Trail Pass Services Fee”) during the period between the Effective Date and September 30, 2022, is Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00). Commencing on October 1, 2022, and on each anniversary of that date thereafter throughout the Term (each, a “Trail Pass Services Fee Adjustment Date”), the Trail Pass Services Fee shall increase by an amount equal to the cumulative change in Consumer Price Index, All Urban Consumers, during the twelve month period that is between three and fifteen months prior to the applicable Trail Pass Services Fee Adjustment Date. Notwithstanding the foregoing, the Executive Owners agree that it is in the best interests of the Executive Owners and their customers to continuously look for ways to improve access to and ease of purchasing Trail Passes, and so from time to time the Executive Owners may mutually agree in writing to make such improvements and

increase the Trail Pass Services Fee accordingly. Prior to implementation of any such Trail Pass Services Fee increases, VOC shall deliver a proposal to all Executive Owners that outlines in reasonable detail the scope of improvements and any increase to the Trail Pass Services Fee. Executive Owner's agreement to such improvements and Trail Pass Services Fee increases may be by email or other writing, or by approval of district budgets containing such increases. If VOC proposes improvements and accompanying Trail Pass Services Fee increases, and one or more Executive Owners rejects the same (each such Executive Owners, for the purposes of this paragraph, a "Dissenting Party"), then VOC may unilaterally elect to terminate, with respect to such Dissenting Parties, those portions of this Agreement pertaining to Trail Pass Services only upon not less than 90 days notice, and no further Trail Pass Services Fees shall be payable by the Dissenting Parties thereafter. For clarification, in the event VOC exercises such right of termination, those portions of this Agreement pertaining to Reservation Services shall survive and those portions of the Agreement to Trail Pass Services shall survive except with respect to Dissenting Parties.

e. Trail Pass Revenue. The total proceeds received by VOC through the Site or in cash and checks and in connection with the sale of Trail Passes together with the total proceeds received by VCCDD in cash and checks in connection with the sale of Trail Passes, net of all taxes and third-party credit card processing fees, and together with any interest earned thereon, is referred to as "Trail Pass Revenue". That portion of Trail Pass Revenue which is allocable to the applicable calendar month being analyzed pursuant to Section 4.f below is referred to as "Earned Trail Pass Revenue", and that portion of Trail Pass Revenue which is allocable to a future calendar month is referred to as "Unearned Trail Pass Revenue". For example, if VLS sells a twelve (12) month Trail Pass for \$120.00, then the Earned Trail Pass Revenue for that next month is \$10.00 and the Unearned Trail Pass Revenue is \$110.00, which shall become earned proportionally over the next eleven months.

f. Remittance. Within ten (10) days of the expiration of every month during the Term, VCCDD shall prepare and deliver to VOC and the Executive Owners a report (which report may be delivered by email) showing the total proceeds received by VCCDD in cash and checks in connection with the sale of Trail Passes and the amount of transaction fees payable to service providers (e.g., TSG) for transferring Trail Passes for the previous month. Within fifteen (15) days of the expiration of every month during the Term, VOC shall prepare and deliver to the Executive Owners a report (which report may be delivered by email) showing:

- (i) total Trail Pass Revenue received in the previous month;
- (ii) that portion of total Trail Pass Revenue which became Earned Trail Pass Revenue in the previous month;
- (iii) that portion of Trail Pass Revenue held by VOC which is Unearned Trail Pass Revenue;

(iv) the number of holes of golf played on each executive golf course using Trail Passes in the previous month; and

(v) the total Trail Pass Service Fee due and payable to VOC for the previous month (with the total Trail Pass Fee becoming due in equal monthly installments, in arrears).

“Net Earned Trail Pass Revenue” shall mean the total Earned Trail Pass Revenue less the total monthly Trail Pass Services Fee and less transaction fees payable to service providers (e.g., TSG) for transferring Trail Passes over the same month “Trail Pass Proportionate Share” shall mean a fraction, with each Executive Owner’s numerator being the total number of holes played by individuals using Trail Passes on that Executive Owner’s executive golf facilities within the applicable month, and the denominator being the total number of holes played by individuals using Trail Passes on all of the Executive Owners’ executive golf facilities during that same month. VOC shall remit to each Executive Owner their Trail Pass Proportionate Share of Net Earned Trail Pass Revenue simultaneously with the delivery of each report. The remittance to VCCDD shall be appropriately adjusted to account for Trail Pass Revenues received and retained by VCCDD as a result of cash or check receipts and to account for transaction fees paid to service providers (e.g., TSG) for transferring Trail Passes, to ensure that each Executive Owner receives the benefit of its Proportionate Share of Earned Trail Pass Revenue. All sales tax is the responsibility of the Executive Owners or VCCDD (with respect to payments received in cash or check by VCCDD) to remit to the State as required. The right to receive remittances shall survive the termination or expiration of this Agreement in connection with Trail Pass Revenues received prior to termination but which become Earned Trail Revenues after termination, and Trail Passes sold prior to any such termination or expiration shall be honored at all executive golf courses.

5. Inspection; Audit. Every Party to this Agreement shall have the authority to audit VOC’s records relating to Reservation Proportionate Share, Trail Pass Revenue (both earned and unearned), and Trail Pass Proportionate Share, at the auditing party’s expense and at reasonable times and with reasonable notice.

6. Ownership of Information. All information related to the Reservation Services, including but not limited to golfer’s names, addresses, ages, status, and times and places of play shall be owned by VOC, and be considered privileged and confidential. To the extent other parties to this Agreement use or obtain such information, such use shall be deemed under license, and the parties shall take all reasonable measures to maintain the confidentiality of such information, and to the extent ownership of any such information is deemed to have already vested in other parties to this Agreement, all such parties hereby assign and convey all of their right, title, interest, and ownership of same to VOC. VOC understands that disclosure of certain material by the VCCDD and/or SLCCDD may be required due to its status as a state governmental entity under Chapter 119, Florida Statutes. VCCDD and SLCCDD agree not to disclose information which is confidential and exempt pursuant to Chapter 119, Florida Statutes, and, further, to keep confidential all Trade

Secrets in accordance with Section 815.045. For the purposes of this paragraph, "Trade Secrets" means documents submitted by VOC which constitute trade secrets as defined in Section 812.081, Florida Statutes, or which are marked as confidential at the time of submission to the applicable district. The applicable district shall promptly notify VOC of any action or threatened action to require disclosure information which the District has withheld based on a determination that such information is confidential and exempt and/or a Trade Secret to enable VOC to monitor, and, if it so wishes, to the extent permitted by law, intervene to oppose such disclosure. Notwithstanding the foregoing, in the event that this Agreement expires or is sooner terminated, Reservation Services are terminated, or Trail Pass Services are terminated, each golf course owner shall be entitled to receive from VOC, and to keep and use for operating its golf courses, an electronic copy of the information related to golf tee time reservations and trail passes which are applicable to the golf courses which it owns.

7. Effect on Services Agreement. By executing this Agreement, VLS and SLCDD hereby amend the Services Agreement to delete Sections 3.C and 4.A of the Services Agreement in their entirety, it being their intent that this Agreement now fully govern their rights and responsibilities with regards to the provision of Reservation Services and issuance of Trail Passes.

8. Insurance. VOC shall procure and maintain reasonable amounts of insurance, including cyber liability insurance, to protect it and the indemnified parties below from claims resulting from its performance of Reservation Services.

9. Indemnification. VOC shall indemnify and hold the other parties to this Agreement harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels to the extent resulting from the negligence and intentionally wrongful acts occurring in the performance of Reservation Services. Each of the parties to this Agreement shall, to the fullest extent permitted under applicable law, indemnify and hold the other parties harmless from all losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, resulting from events occurring on that party's golf facilities.

10. Notice. Except for notices permitted herein to be provided by email, all notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or sent by registered or certified mail, postage prepaid, or via recognized overnight parcel service, or on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission), addressed as follows:

To VLS:

The Villages of Lake-Sumter, Inc.
3619 Kiessel Road
The Villages, FL 32163

To VOC:

The Villages Operating Company
3619 Kiessel Road
The Villages, FL 32163

To VLC:

The Villages Land Company, LLC
3619 Kiessel Road
The Villages, FL 32163

To VLOC:

The Villages Land Operating Company, LLC
3619 Kiessel Road
The Villages, FL 32163

To VDC:

The Villages Development Company, LLC

3619 Kiessel Road LLC
The Villages, FL 32163

To VDOC:

The Villages Development Operating
Company, LLC
3619 Kiessel Road
The Villages, FL 32163

To VCCDD:

Village Center Community Development
District
984 Old Mill Run
The Villages, FL 32162

To SLCDD:

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

11. Jurisdiction and Venue. This Agreement shall be construed according to the laws of the State of Florida. Exclusive jurisdiction and venue for any action hereunder shall lie with the Fifth Judicial Circuit, in and for Sumter County, Florida.

12. Waiver of Jury Trial. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

13. Prevailing Party. The parties agree that any party who brings an action to enforce any obligation of the other party under this Agreement shall, if successful, be entitled to recover

from said unsuccessful party all reasonable fees of attorneys and consultants and other reasonable expenses incurred in enforcing said obligation against the unsuccessful party, whether incurred before or at trial, at all appellate levels, and in any bankruptcy, collection, administrative, or dispute resolution proceeding. This provision shall survive the expiration or sooner termination of this Agreement.

14. Counterparts/Electronic Signatures. This Agreement may be executed and delivered in any number of duplicate counterparts, each counterpart so delivered which bears the signature or a facsimile, electronic, or “.pdf” copy thereof, shall be binding as to such party, and all counterparts together shall constitute one and the same instrument even though the parties may not have executed the same counterpart. However, this Agreement shall not be effective until fully executed by all parties.


15. Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. No amendment hereto is effective unless made in writing and signed by both all parties.

16. Assignment. VOC may assign its rights and obligations under this Agreement to any of its affiliates.

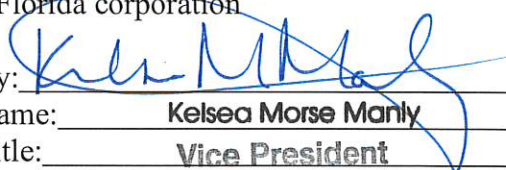
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE VILLAGES OF LAKE-SUMTER, INC.,
a Florida corporation

By: 
Name: Mark G. Morse
Title: President

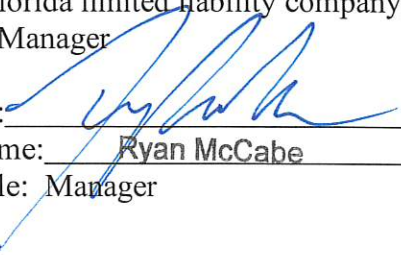
THE VILLAGES OPERATING COMPANY,
a Florida corporation

By: 
Name: Kelsea Morse Manly
Title: Vice President

THE VILLAGES LAND COMPANY, LLC,
a Florida limited liability company


BY: TVL Company, LLC,
a Florida limited liability company,
its Manager
By: 
Name: Martin L. Dzuro
Title: Manager

**THE VILLAGES LAND OPERATING
COMPANY, LLC,** a Florida limited liability
company

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager
By: 
Name: Ryan McCabe
Title: Manager

**THE VILLAGES DEVELOPMENT
COMPANY, LLC**, a Florida limited liability
company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: 

Name: Robert L. Chandler IV

Title: Manager

**THE VILLAGES DEVELOPMENT
OPERATING COMPANY, LLC**, a Florida
limited liability company

BY: VDC Manager, LLC,
a Florida limited liability company,
its Manager

By: 

Name: Martin L. Dzuro

Title: Manager

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Kenneth C. Blocker, District Manager

By: _____

Name: _____

Title: _____

**SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Kenneth C. Blocker, District Manager

By: _____

Name: _____

Title: _____

District Owned Executive Golf Courses (9 hole courses)		Developer Owned Golf Courses		
		Country Clubs	Championship	
1	Silver Lake	Orange Blossom	1	Citrus Hill
2	Hill Top		2	Citrus Grove
3	De La Vista	Tierra Del Sol	3	Ponce De Leon
			4	Hernando De Soto
4	Chula Vista	Hacienda Hills	5	The Lakes
5	Mira Mesa		6	The Oaks
			7	The Palms
6	El Diablo	Glenview	8	Fox Run
7	El Santiago		9	Stirrup Cup
8	Saddlebrook		10	Talley Ho
9	Hawkes Bay			
10	Walnut Grove	Lopez Legacy	11	Ashley Meadows
11	Briarwood		12	Torri Pines
12	Amberwood		13	Erin Glenn
13	Oakleigh			
County Road 466				
14	Pimlico	Palmer Legends	14	Cherry Hill
15	Churchill Greens		15	Laurel Valley
16	Belmont		16	Riley Grove
17	Yankee Clipper	Cane Gardens	17	Hibiscus
18	Southern Star		18	Jacaranda
19	Bonita Pass		19	Allamanda
20	Tarpon Boil			
21	Redfish Run			
22	Heron	Mallory Hill	20	Caroline
23	Pelican		21	Virginia
24	Bogart		22	Amelia
25	Bacall			
26	Sandhill	Havana	23	Kenya
27	Turtle Mound		24	Hemingway
28	Truman		25	Kilimanjaro
29	Roosevelt			
		Bonifay	26	Destin
			27	Fort Walton
			28	Pensacola
30	Palmetto	Evans Prairie	29	Killdeer
31	Sweetgum		30	Osprey
32	Mangrove		31	Egret
33	Volusia	Belle Glade	32	Tequesta
34	Sarasota		33	Seminole
35	Escambia		34	Calusa
36	Okeechobee			
State Road 44				
The Village Of Fenney - Developer Owned				
37	Grey Fox	Southern Oaks	35	Top Nine
38	Red Fox		36	Bottom Nine
39	Loblolly			
40	Longleaf			
41	Lowlands			
[42]	Marsh View (Pitch & Putt - 18 holes)		Top Nine Bottom Nine	
Totals	District - 324 holes	Developer Executive - 63 holes		Developer Championship - 324 holes

	Daily trail, Cart & greens fees	Total
RAD	339,644	339,644
SLAD	526,125	526,125
DEV	0	0

FY 21 Trail Pass Revenue			
less cost		Daily trail, cart & greens fees	Total trail fee
\$	(2,176.74)	\$ 339,644.00	\$ 1,329,450.00
\$	(3,851.16)	\$ 526,125.00	\$ 2,277,320.22
\$	(1,172.09)	\$ -	\$ 532,972.46



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Mark LaRock, Purchasing Director; Candice Harris, Buyer

DATE: 2/14/2022

SUBJECT: **Award of Invitation to Bid (ITB) #22B-002 Replacement Roofing for Lake Miona & Bridgeport Recreation Centers**

ISSUE:

Review and approval to present a recommendation of award for Invitation to Bid (ITB) #22B-002 Replacement Roofing for Lake Miona & Bridgeport Recreation Centers to Rogers Roofing Corporation dba Professional Roof Systems to the Sumter Landing Community Development District Board.

ANALYSIS/INFORMATION:

On November 10, 2021, staff issued ITB #22B-002 Replacement Roofing for Lake Miona & Bridgeport Recreation Centers. The replacement roofing project at the recreation centers includes the removal, inspection and replacement of the existing shingle roof system and existing plywood deck sheathing. The awarded supplier will also be responsible for supplying, installing, inspecting and certifying the new thirty (30) year shingle roof system.

Six (6) suppliers attended the Mandatory Pre-Bid Conference, four (4) submitted bids and one (1) submitted a non-response. Rogers Roofing Corporation dba Professional Roof Systems was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A). Rogers Roofing Corporation has successfully completed replacement roofing projects for entities in Florida. Staff has checked references provided by Rogers Roofing Corporation and positive responses were received. The Bid tabulation results are as follows:

SUPPLIERS	Combined Bid Grand Total
Rogers Roofing Corporation dba Professional Roof Systems	\$351,420.00
MGM Contracting, Inc.	\$505,853.00
Advanced Roofing, Inc.	\$533,390.00

Algat Enterprises, Inc.	Rejected
-------------------------	----------

*COMBINED BID GRAND TOTAL was the basis of award and included the total project pricing of Lake Miona Recreation and Bridgeport Recreation Centers.

BUDGET IMPACT:

Funds in the amount of \$343,223.00 for Lake Miona Regional Recreation Center and \$182,948.00 for Bridgeport Village Recreation Center were approved in the Fiscal Year 2021/2022 Sumter Landing Amenities Division Fund Budget for roof replacement capital projects. The budgeted funds are adequate to support the lowest most responsive bid of \$351,420.00 to complete these capital projects resulting in a budget savings of \$174,751.00.

STAFF RECOMMENDATION:

Staff is requesting approval to present a recommendation of award to the Sumter Landing Community Development District Board for ITB #22B-002 Replacement Roofing for Lake Miona & Bridgeport Recreation Centers to Rogers Roofing Corporation dba Professional Roof Systems for the projects in the amount of \$351,420.00 as shown in Exhibit A.

MOTION:

Motion to approve the request to present a recommendation of award for ITB #22B-002 Replacement Roofing for Lake Miona & Bridgeport Recreation Centers to Rogers Roofing Corporation dba Professional Roof Systems in the amount of \$351,420.00 for the projects as shown in Exhibit A to the Sumter Landing Community Development District Board at their February 14, 2022 meeting.

ATTACHMENTS:

Description	Type
▣ SLCDD Agreement	Exhibit

**AGREEMENT FOR SERVICES BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND ROGERS ROOFING CORPORATION DBA PROFESSIONAL
ROOF SYSTEMS FOR REPLACEMENT ROOFING AT LAKE
MIONA & BRIDGEPORT RECREATION CENTERS
ITB #22B-002**

THIS AGREEMENT is made this 14TH day of February 2022, 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 **ROGERS ROOFING CORPORATION DBA PROFESSIONAL ROOF SYSTEMS** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 4670 54th Avenue, St. Petersburg, Florida 33714.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring bids for Replacement Roofing Services 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:

- I. Construction Materials, Services and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the SUPPLIER shall furnish all labor, services, fuel, equipment and materials for the Replacement Roofing at Lake Miona & Bridgeport Recreation Centers, ITB #22B-002, 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 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 in the ITB and all incidental and necessary work thereto.
- II. Agreement Price: 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 Three Hundred, Fifty-One Thousand, Four Hundred Twenty and 00/100 Dollars (\$351,420.00) as evidenced by Exhibit A to this Agreement.
- III. Agreement Documents:
 - a. Invitation to Bid (ITB)
 - b. Instructions, Terms, and Conditions
 - c. Bid Forms
 - 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 Contractor/Subcontractor Affidavit
 - n. Scope of Work / Specifications
 - o. Agreement
 - p. Permits / Licenses
 - q. All Addenda Issued Prior to SOLICITATION Opening Date
 - r. All Modifications and Change Orders Issued
 - s. Notice of Award / Notice to Proceed

EXHIBIT A

- f.
- IV. Insurance: Before performing any contract work, the SUPPLIER shall procure and maintain during the life of the Agreement the insurance listed below.
- 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, subconsultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
 - b. **Automobile Liability Insurance** covering all automobiles and trucks the SUPPLIER may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
 - c. **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
 - d. **Waiver of Subrogation**: By entering into any Agreement as a result of this BID, 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 BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - ii. Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - iii. Subrogation of Waiver clause.
 - iv. The Village Community Development District and any other governmental agencies using this agreement in cooperation with the DISTRICT shall be a named additional Insured on Public Liability Insurance and Automobile Liability Insurance.
 - v. The 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.
- V. Contractor'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.
- VI. 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. SUPPLIER warrants that any failure of materials or labor within two (2) years of acceptance by the DISTRICT shall be replaced or repaired without charge to the DISTRICT. Warranty on Quality and Workmanship shall be for Two (2) years from date of final payment.

VII. Correction of Work: The SUPPLIER shall promptly correct work rejected by the DISTRICT or work failing to conform to the requirements of the Agreement and BID 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.

During the Warranty periods if work is found to be noncompliant, DISTRICT shall submit a written Notice of Correction to SUPPLIER. Not to exceed 24 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.

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 the Agreement.

VIII. Self Help By District: 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.

- a. 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.
- b. The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the SUPPLIER in default in accordance with applicable provisions of the Agreement.

IX. Termination By The District: 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 affected 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. After receipt of a Notice of Termination, and except as otherwise directed, SUPPLIER shall:

- a. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- b. 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.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- d. 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.

- e. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
 - f. 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.
 - g. 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.
 - h. 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.
- X. Payment: 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 after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- XI. Time for Performance: Time is of the essence in the performance of this Agreement. The SUPPLIER agrees that operations will commence on the date specified in the Notice to Proceed and that work to be performed under the provisions of this Agreement shall be completed within 120 calendar days; 60 consecutive calendar days per location after the date specified in the Notice to Proceed, subject only to delays caused through no fault of the SUPPLIER.
- XII. Indemnification: 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 SUPPLIER shall be \$1 million dollars per occurrence.
- XIII. Changes: No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Agreement with the plans and specifications that are made a part hereof by reference, the Agreement shall prevail.
- XIV. Liquidated Damages: The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

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

The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Paragraph IX of this Agreement shall be Five Hundred and 00/100 Dollars (\$500.00) per day.

- XV. Assignment: This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.
- XVI. Notice Of Sale Or Merger: CONTRACTOR may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event CONTRACTOR intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of CONTRACTOR under this Agreement, or to a third party that is not approved by DISTRICT, then CONTRACTOR shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from CONTRACTOR for its breach of contract, in addition to any other remedy provided for in this Agreement.
- XVII. Breach of Contract: The failure of CONTRACTOR to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by CONTRACTOR. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the CONTRACTOR from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.
- XVIII. General Conditions:
- a. The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The 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.
 - b. All 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.
 - c. 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 shall include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the SUPPLIER.
 - d. SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the 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.
 - e. SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

- f. The obligations of the SUPPLIERS under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- g. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder. The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and 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.
- h. SUPPLIER shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further SUPPLIER shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- i. These Agreement Documents constitute the entire understanding and agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Agreement. The 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.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

XIX. Contractor's Representations: SUPPLIER makes the following representations:

- a. SUPPLIER has familiarized himself with the nature and extent of the Agreement Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- b. SUPPLIER declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the proposal, and that SUPPLIER has satisfied himself 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 vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a 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 vendor 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.
- i. Public Records Act/Chapter 119 Requirements: The DISTRICT is a public agency subject to Chapter 119, Florida Statutes. The SUPPLIER shall comply with Florida's Public Records law. Specifically, the SUPPLIER shall:
- 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 contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

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

JENNIFER 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 **ROGERS ROOFING CORPORATION DBA PROFESSIONAL ROOF SYSTEMS** 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**

**ROGERS ROOFING CORPORATION
DBA PROFESSIONAL ROOF SYSTEMS**

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

BID FORM

Sumter Landing Community Development District
Replacement Roofing at Lake Miona & Bridgeport Recreation Centers

ITB #22B-002

ITEM	DESCRIPTION	EACH	UNIT	AMOUNT TOTAL
Lake Miona Regional Recreation Center & Adjacent Structures "Asphalt Shingle Roofing Systems"				
1	Lake Miona Regional Recreation Center RRC	1	LS	\$ 172,526
2	Lake Miona RRC - Pool Building	1	LS	\$ 23,987
3	Lake Miona RRC - Pool Pavilion	2	LS	\$ 4,700
4	Lake Miona RRC - Picnic Pavilion	1	LS	\$ 7,140
5	Lake Miona RRC - Shuffleboard Shed Building	2	LS	\$ 9,520
6	Lake Miona RRC - Equipment & Outdoor Restroom Building	1	LS	\$ 3,570
		Lake Miona Total		\$ 221,500.00
Bridgeport Village Recreation Center & Adjacent Structures "Asphalt Shingle Roofing Systems"				
7	Bridgeport Village Recreation Center VRC	1	LS	\$ 105,900
8	Bridgeport VRC - Pool Pavilion	2	LS	\$ 4,700
9	Bridgeport VRC - Picnic Pavilion	1	LS	\$ 7,140
10	Bridgeport VRC - Shuffleboard Shed Building	2	LS	\$ 9,520
11	Bridgeport VRC - Pool Equipment & Storage Building	1	LS	\$ 2,600
		Bridgeport Total		\$ 129,900.00
Combined Bid Grand Total				\$ 351,400.00

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

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Roofing Labor Rates	HR	\$ 125.00
2	Plywood	EA	\$ 90.00
3	Materials and Supplies markup	%	\$ 100%

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 Combined Bid Grand 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 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."

DENNIS E. ROYER Pres
Authorized Agent Name, Title (Print)

[Signature]
Authorized Signature

12-8-2022
Date

Name of Bidder's Firm:

ROGERS ROOFING, LLC / I/OA PROFESSIONAL ROOF SYSTEMS

This document must be completed and returned with your Submittal



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Mark LaRock, Purchasing Director; Susi Belon, Buyer

DATE: 2/14/2022

SUBJECT: **Award of Invitation to Bid (ITB) #22B-003 Brownwood Woodshop Canopy Improvements**

ISSUE:

Review and approval to present a recommendation of award for Invitation to Bid (ITB) #22B-003 Brownwood Woodshop Canopy Improvements to the Sumter Landing Community Development District Board.

ANALYSIS/INFORMATION:

On December 8, 2021, staff issued ITB #22B-003 Brownwood Woodshop Canopy Improvements. This project involves the supply and install of three (3) additional canopies to be added to the Brownwood Woodshop in order to help protect the dust collection system and air compressor. Without adequate protection, this equipment is vulnerable to rain water intrusion which may clog the systems during operation and potentially damage the equipment due to internal corrosion.

Although multiple suppliers were notified of the solicitation through the DemandStar system, only one (1) supplier, Mark Cook Builders, Inc. submitted a bid, and was determined to be a responsive and responsible bidder. Staff has checked references provided by Mark Cook Builders, Inc. and positive responses were received. Purchasing and DPM staff met with Mark Cook Builders, Inc. to enter into negotiations, which resulted in a project cost reduction of \$6,035.00 (Negotiated Pricing Bid Form/Exhibit A). Mark Cook Builders, Inc. has worked for the District previously completing the renovation of the Parr Fire Station and is currently constructing the First Responders Recreation Center. Below is the ITB Tab and Negotiated ITB Tab:

Original ITB Tabulation:

SUPPLIER	Description	Bid Total
Mark Cook Builders, Inc.	Brownwood Woodshop Canopy Improvements	\$85,934.00

Negotiated ITB Tabulation:

SUPPLIER	Description	NEGOTIATED Bid Total
Mark Cook Builders, Inc.	Brownwood Woodshop Canopy Improvements	\$79,899.00

BUDGET IMPACT:

On November 8, 2021, the Sumter Landing Community Development District (SLCDD) approved the funding for the Canopy (\$75K). The bid amount came in higher and was negotiated to a reduced cost of \$79,899.00. This amount is included in Resolution #2022-12 to be adopted at the February Board Meeting.

STAFF RECOMMENDATION:

Staff requests approval to present a recommendation of award for ITB #22B-003 Brownwood Woodshop Canopy Improvements to Mark Cook Builders, Inc. at the negotiated bid total of \$79,899.00 for the project as shown in Exhibit A to the Sumter Landing Community Development District Board.

MOTION:

Motion to present a recommendation of award for ITB #22B-003 Brownwood Woodshop Canopy Improvements to Mark Cook Builders, Inc. at the negotiated bid total of \$79,899.00 for the project as shown in Exhibit A to the Sumter Landing Community Development District Board at their February 2022 meeting.

ATTACHMENTS:

Description	Type
▣ ITB #22B-003 Agreement and Exhibit A	Exhibit

**AGREEMENT FOR SERVICES BETWEEN
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
AND MARK COOK BUILDERS, INC. FOR BROWNWOOD
WOODSHOP CANOPY IMPROVEMENTS
ITB #22B-003**

THIS AGREEMENT is made this 14th day of February 2022, 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 **MARK COOK BUILDERS, INC.** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 511 N. CANAL STREET, LEESBURG, FL 34748.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring bids for Brownwood Woodshop Canopy Improvements 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:

- I. Construction Materials, Services and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the SUPPLIER shall furnish all labor, services, fuel, equipment and materials for the Brownwood Woodshop Canopy Improvements, ITB #22B-003, 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 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 in the ITB and all incidental and necessary work thereto.
- II. Agreement Price: 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 Seventy-Nine Thousand, Eight Hundred Ninety-Nine and 00/100 Dollars (\$79,899.00) as evidenced by Exhibit A to this Agreement.
- III. Agreement Documents:
 - a. Invitation to Bid (ITB)
 - b. Instructions, Terms, and Conditions
 - c. Bid Forms
 - 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 Contractor/Subcontractor Affidavit
 - n. Scope of Work / Specifications
 - o. Agreement
 - p. Permits / Licenses
 - q. All Addenda Issued Prior to SOLICITATION Opening Date

EXHIBIT A

- r. All Modifications and Change Orders Issued
 - s. Notice of Award / Notice to Proceed
- IV. Insurance: Before performing any contract work, the SUPPLIER shall procure and maintain during the life of the Agreement the insurance listed below.
 - 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, subconsultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
 - b. **Automobile Liability Insurance** covering all automobiles and trucks the SUPPLIER may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
 - c. **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
 - d. **Waiver of Subrogation**: By entering into any Agreement as a result of this BID, 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 BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - ii. Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - iii. Subrogation of Waiver clause.
 - iv. The Village Community Development District and any other governmental agencies using this agreement in cooperation with the DISTRICT shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
 - v. The 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.
- V. Contractor'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.
- VI. 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. SUPPLIER warrants that any failure of materials or labor within one (1) year of acceptance by the DISTRICT shall be replaced or repaired without charge to the DISTRICT. Warranty on Quality and Workmanship shall be for one (1) year from date of final payment.

VII. Correction of Work: The SUPPLIER shall promptly correct work rejected by the DISTRICT or work failing to conform to the requirements of the Agreement and BID 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.

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.

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 the Agreement.

VIII. Self Help By District: Within (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.

- a. 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.
- b. The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the SUPPLIER in default in accordance with applicable provisions of the Agreement.

IX. Termination By The District: 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.

- a. After receipt of a Notice of Termination, and except as otherwise directed, SUPPLIER shall:
- b. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- c. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.

- d. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - e. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the DISTRICT to the extent SUPPLIER may require, which approval or ratification shall be final for all purposes of this clause.
 - f. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
 - g. After receipt of a Notice of Termination, 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.
 - h. 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.
 - i. 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.
- X. Payment: 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 after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- XI. Time for Performance: Time is of the essence in the performance of this Agreement. The SUPPLIER agrees that operations will commence on the date specified in the Notice to Proceed and that work to be performed under the provisions of this Agreement shall be completed within 120 calendar days after the date specified in the Notice to Proceed, subject only to delays caused through no fault of the SUPPLIER.
- XII. Indemnification: 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 SUPPLIER shall be \$1 million dollars per occurrence.
- XIII. Changes: No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Agreement with the plans and specifications that are made a part hereof by reference, the Agreement shall prevail.
- XIV. Liquidated Damages: The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each

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

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

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

- XV. Assignment: This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.
- XVI. Notice Of Sale Or Merger: CONTRACTOR may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event CONTRACTOR intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of CONTRACTOR under this Agreement, or to a third party that is not approved by DISTRICT, then CONTRACTOR shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from CONTRACTOR for its breach of contract, in addition to any other remedy provided for in this Agreement.
- XVII. Breach Of Contract: The failure of CONTRACTOR to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by CONTRACTOR. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the CONTRACTOR from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.
- XVIII. General Conditions:
- a. The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER 's operations, including site clean up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The 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.
 - b. All 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.
 - c. 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 shall include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the SUPPLIER.

- d. SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the 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.
- e. SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- f. The obligations of the SUPPLIERS under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- g. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder. The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and 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.
- h. SUPPLIER shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further SUPPLIER shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- i. These Agreement Documents constitute the entire understanding and agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Agreement. The 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.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

XIX. Contractor's Representations: SUPPLIER makes the following representations:

- a. SUPPLIER has familiarized himself with the nature and extent of the Agreement Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- b. SUPPLIER declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the proposal, and that SUPPLIER has satisfied himself 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.

EXHIBIT A

- 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 vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a 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 vendor 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.
- i. Public Records Act/Chapter 119 Requirements: The DISTRICT is a public agency subject to Chapter 119, Florida Statutes. The SUPPLIER shall comply with Florida's Public Records law. Specifically, the SUPPLIER shall:
 - 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 contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

EXHIBIT A

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

**JENNIFER 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 **MARK COOK BUILDERS, 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**

MARK COOK BUILDERS, INC.

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

EXHIBIT A

NEGOTIATED BID FORM

Sumter Landing Community Development District Brownwood Woodshop Canopy Improvements ITB #22B-003

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
1	Brownwood Woodshop Canopy Improvements	1	LS	\$79,899.00
BID TOTAL				\$79,899.00

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 Combined Bid Grand 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 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."

John Cook, Project Manager
Authorized Agent Name, Title (Print)

Authorized Signature

1/25/22
Date

Name of Bidder's Firm:

Mark Cook Builders, Inc

This document must be completed and returned with your Submittal



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Brandy L. Cook, Budget Director

DATE: 2/14/2022

SUBJECT: **Recommend Approval: Resolution 2022-09 Depression/Pipe Repairs**

ISSUE: Recommend to the Sumter Landing Community Development District (SLCDD) Board of Supervisors approval of Resolution 2022-09 to amend the Fiscal Year 2021-22 Sumter Landing Amenities Division (SLAD) Fund Budget for depression repair costs at Mission Hills Neighborhood Recreation Center.

ANALYSIS/INFORMATION:

A new depression was formed during October 2021 at the Mission Hills Neighborhood Recreation Center. The cost falls under the responsibility of the SLAD Fund. The total costs for the depression repair project includes \$3,892 for engineering services and \$20,274 for the necessary repair costs including grout repairs.

The Fiscal Year 2021-22 SLAD Fund Budget will need to be adjusted in the amount of \$24,166 using available Working Capital for the depression and grout repair costs.

STAFF RECOMMENDATION: Staff recommends the Project Wide Advisory Committee send to the Sumter Landing Community Development District Board a recommendation to approve Resolution 2022-09, amending the Fiscal Year 2021-22 SLAD Fund Budget in the amount of \$24,166 for depression repairs.

MOTION: Move to recommend the Sumter Landing Community Development District Board adopts Resolution 2022-09 to amend the Fiscal Year 2021-22 SLAD Fund Budget.



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Brandy L. Cook, Budget Director

DATE: 2/14/2022

SUBJECT: **Recommend Approval: Resolution 2022-11 Shuffleboard Column Replacement**

ISSUE: Recommend to the Sumter Landing Community Development District Board approval of Resolution 2022-11 to amend the Fiscal Year 2021-22 Sumter Landing Amenities Division (SLAD) Fund Budget for shuffleboard column replacements.

ANALYSIS/INFORMATION:

During a scheduled DPM inspection, it was revealed that the structural support columns on the Shuffleboard Shade Structures at Laurel Manor, Hibiscus, and Churchill Recreation Centers had suffered extensive wood rot on the main support columns which impacted the overall structural integrity of the shade structure. Temporary repairs were completed; however, the impacted columns require full replacement to restore the structural integrity of the shade structure. This is an emergency repair that must be completed for public safety before the onset of Hurricane Season by a licensed General Contractor.

The total costs for the shuffleboard column replacements include 15 columns at Hibiscus for \$31,986, 11 columns at Laurel Manor for \$25,239, and 12 columns at Churchill for \$27,488, for a total project cost of \$84,713.

The Fiscal Year 2021-22 SLAD Fund Budget will need to be adjusted in the amount of \$84,713 using available Working Capital for the shuffleboard column replacement costs.

STAFF RECOMMENDATION: Staff recommends the Project Wide Advisory Committee send to the Sumter Landing Community Development District Board a recommendation to approve Resolution 2022-11, amending the Fiscal Year 2021-22 SLAD Fund Budget in the amount of \$84,713 for shuffleboard column replacements.

MOTION: Move to recommend the Sumter Landing Community Development District Board adopts Resolution 2022-11 to amend the Fiscal Year 2021-22 SLAD Fund Budget.



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Brandy L. Cook, Budget Director

DATE: 2/14/2022

SUBJECT: **Recommend Approval: Resolution 2022-12 Brownwood Woodshop**

ISSUE: Recommend to the Sumter Landing Community Development District (SLCDD) Board of Supervisors adoption of Resolution 2022-12 to amend the Fiscal Year 2021-22 Sumter Landing Amenities Division (SLAD) Fund Budget for improvements to the Brownwood Woodshop to improve operational capability, preservation of equipment and safety.

ANALYSIS/INFORMATION:

Note: A Budget Resolution is the mechanism used to amend the fiscal year budget. Once the budget is adopted by the Board a Budget Resolution is necessary to reflect changes that occur throughout the fiscal year.

On November 8, 2021, the Project Wide Advisory Committee (PWAC) recommended for approval to the Sumter Landing Community Development District (SLCDD) the funding for the Material Handling System (\$25K) and a Canopy (\$75K) totaling \$100,000. The SLCDD Board of Supervisors approved moving forward with the capital equipment projects; however, a budget resolution was not presented to the Board at that time. This resolution request is for the previously approved capital equipment.

The Material Handling System is complete with a final cost of \$18,725. The bid amount for the Canopy came in at \$85,000. Staff negotiated a reduced cost of \$79,899 for the Canopy. Additionally, DPM has identified the need for a second air compressor, as the existing air compressor is undersized to sustain operations. The estimated cost for the air compressor is \$28,000, and additional funds have been included for equipment installation.

A budget resolution is necessary to amend the Fiscal Year 2021-22 Budget to provide funding for the additional capital equipment totaling \$135,000. The funding for this project would come from available working capital within the SLAD Fund.

STAFF RECOMMENDATION: Staff recommends the Project Wide Advisory Committee recommend to the Sumter Landing Community Development District Board of Supervisors adoption of Resolution

2022-12, amending the Fiscal Year 2021-22 Sumter Landing Amenities Division Fund Budget for \$135,000 for the Brownwood Woodshop project.

MOTION: Move to recommend the Sumter Landing Community Development District Board of Supervisors adopt Resolution 2022-12 to amend the Fiscal Year 2021-22 SLAD Fund Budget.



AGENDA REQUEST

TO: Project Wide Advisory Committee
FROM: District Staff
DATE: 2/14/2022
SUBJECT: **Old Business Status Update - SLAD**

ISSUE: Old Business Status Update – February 14, 2022

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
❑ Old Business Status Update	Cover Memo



Project Wide Advisory Committee (PWAC) Old Business Status Update

ITEM	DATE ADDED	ASSIGNED DEPT	REQUESTED ACTION	STATUS (If Applicable)	COMPLETE
PROJECT WIDE FUND (PWF)					
Present Management Overview and Drone Video Tour of PWF Infrastructure south of SR 44	10/11/21	ADMIN		To be included on March 14, 2022 agenda.	
Morse Boulevard Island Revetment Project	5/10/21	ADMIN			
Establish date for MMPDG Meeting	1/12/22	ADMIN		To be held following PWAC meeting. Staff to advise list of topics that is requested to be addressed.	
Request District 13 appoint Representative for PWAC	1/12/22	ADMIN		A District 13 PWAC Representative will be appointed following the November 2022 Landowner Elections.	X
SUMTER LANDING AMENITIES DIVISION (SLAD)					
Lake Miona Walking Trail	5/10/21	DPM		Project is currently out for bid and the trail path staked out. Pre-bid onsite conducted with significant contractor participation.	
Status update: Establishment of Independent Special Fire District	10/15/21	ADMIN		Status update to be provided at February/March 2022 meeting.	
Non- PWAC Items					



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Anne Hochsprung, Finance Director

DATE: 2/14/2022

SUBJECT: **Financial Statement**

ISSUE:

Financial Statement as of December 31, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Financial Statement	Cover Memo



Financial Statement Summary As of December 2021

Sumter Landing Amenity Division and Fitness Proprietary Funds

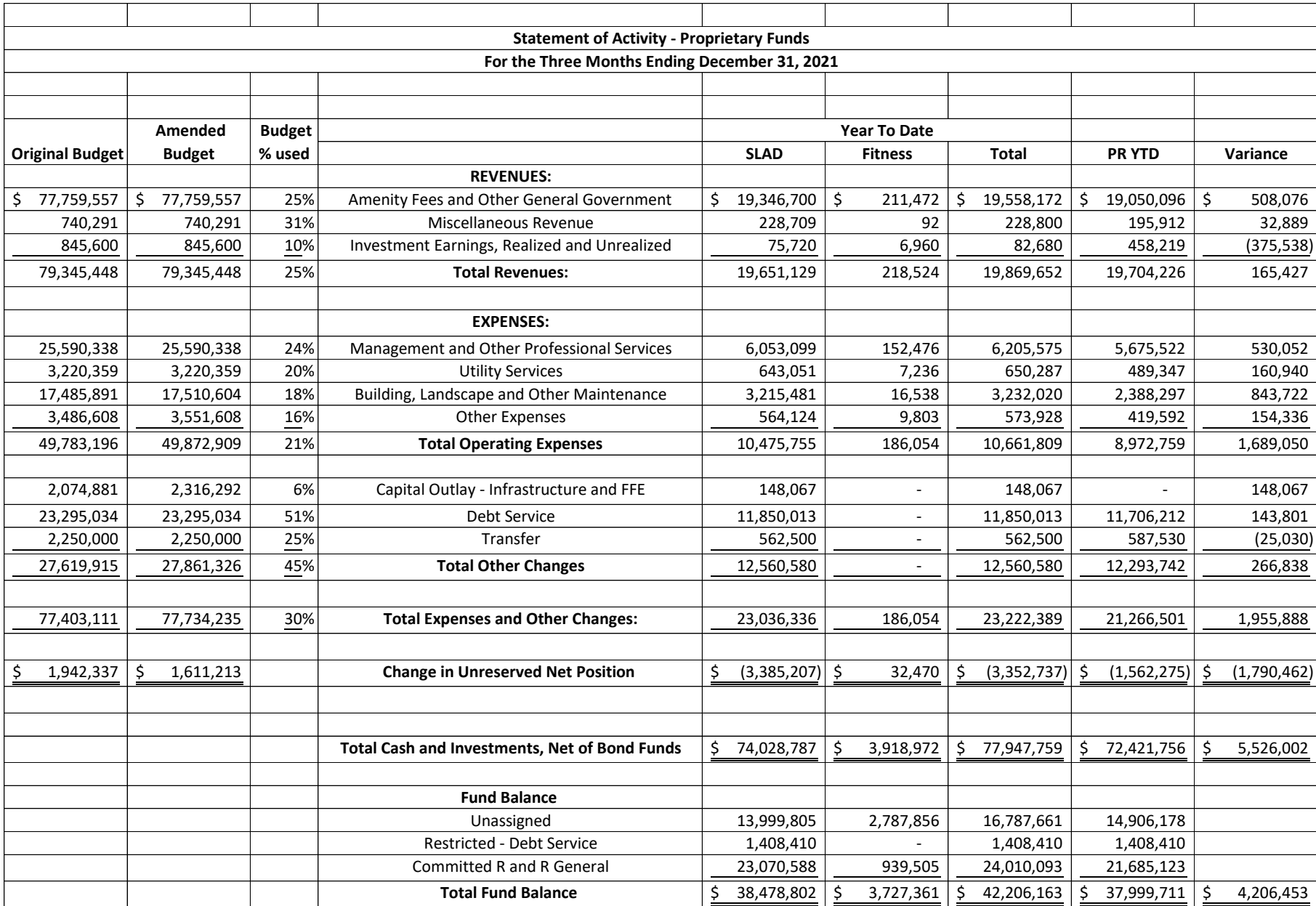
Revenues: Year to Date Revenues of \$19,870,000 including Sumter Landing Amenity Division (SLAD) and Sumter Landing Fitness Fund are greater than prior year-to-date (PY) of \$19,704,000 and are at 25% of the budgeted revenues of \$79,345,000. *(As of December 31, 25% of the year has lapsed)*

- Amenity and General Governmental Revenues include a total \$18,254,000 in SLAD owned amenity fees, golf fee and other lifestyle revenues of \$807,000 and developer-paid amenities of \$492,000. Amenity revenue increased over prior year due by an average 3% CPI adjustment Revenue is at budget levels year to date.
- Miscellaneous revenue includes room rentals and other leases.
- Investment earnings of \$83,000 (\$46,000 realized gains and \$37,000 unrealized gains) are less than prior year gains of \$458,000 and are trending lower than annual budget earnings.

Expenses and Other Changes: Year to Date operating expenses of \$10,662,000 are greater than prior year expenses of \$8,973,000. Current year to date spending is at 21% of the amended budgeted expenses of \$49,873,000.

- Management and Other Professional Services include management, technology, golf management and other professional service fees. Management fees increased by a budgeted 5% and golf management fees have increased a budgeted 12% over prior year.
- Utility Services including electricity, irrigation and water and sewer expenses are greater than prior year to date and compare favorably to budget.
- Building, Landscape and Other Maintenance Expenses totaling \$3,232,000 are greater than prior year expenses are at 18% of amended budgeted expenses of \$17,511,000.
- Other Expenses include operating supplies, insurance and printing costs. These costs total \$574,000, are greater than prior year to date expenses, and are at 16% of amended budgeted expenses of \$3,552,000.
- Year-to-Date Capital Outlay expenses are for Kingfisher Golf Maintenance Facility Rebuild, Lake Miona Walking Trail, and Asset Management & GIS Development.
- Debt Service consists of the annual SLAD bond principal payment of \$8,035,000 made on October 1, 2021 and year to date monthly interest payments totaling \$3,815,000.
- A total 563,000 has been transferred to the Committed Renewal and Replacement Fund.

Change in Unreserved Net Position: Year-to-Date decrease in Net Position of (\$3,353,000) is greater than prior year to date decrease of (\$1,562,000). 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 \$1,611,000.





AGENDA REQUEST

TO: Project Wide Advisory Committee
FROM: Brandy L. Cook, Budget Director
DATE: 2/14/2022
SUBJECT: Capital Projects Update - January 2022

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Capital Projects Update	Cover Memo

PROJECT TITLE	PROJECT BUDGET	FUNDING SOURCE	APPROVAL DATE	TOTAL ACTIVITY	PROJECT PHASE	PROJECT MANAGER	STATUS
Lake Miona Walking Trail	430,000	Working Capital	9/3/20	41,859	Bid	Mike Harris	Anticipated Project Completion September-22. Waiting to receive signed solicitations back from contractors for presentation to PWAC for award in March.
Asset Management & GIS Development - District Wide	492,496	Working Capital	4/12/21	313,704	Data Development	Brittany Wilson	Anticipated Project Completion FY22-23. Currently developing data, working north to south
Golf Cart Path Improvement #6 - Yankee Clipper	40,000	Working Capital	9/2/21	0	Schedule	Mitch Leininger	Anticipated Project Completion Spring-22. Working on ITB now. Should have to purchasing in the next week.
Golf Cart Path Improvement #8 - Palmetto	60,000	Working Capital	9/2/21	0	Schedule	Mitch Leininger	Anticipated Project Completion Spring-22. Working on ITB now. Should have to purchasing in the next week.
Golf Cart Path Improvement #3 - Volusia	50,000	Working Capital	9/2/21	0	Schedule	Mitch Leininger	Anticipated Project Completion Spring-22. Working on ITB now. Should have to purchasing in the next week.
Sluice Gate Replacement Program	141,411	Working Capital	9/3/20	0	Construction	Bart Graham	Anticipated Project Completion April-22. Project to begin mid-February.
Trellis Replacement - Lake Miona	65,000	Working Capital	9/2/21	0	Scope		Anticipated Project Completion September-22. Staff is developing scope of work for project.
Trellis Replacement - Churchill	65,000	Working Capital	9/2/21	0	Scope	Mike Howell	Anticipated Project Completion September-22. Staff is developing scope of work for project.
HVAC Replacements - Colony	572,310	Working Capital	9/2/21	0	Scope	Mike Howell	Anticipated Project Completion September-22. Staff is developing scope of work for project.
Pavilion Construction - Rohan	175,000	Working Capital	9/2/21	0	Design	Mike Howell	Anticipated Project Completion September-22. Staff is working on the design for the project.
Roof Replacement - Lake Miona	268,120	Working Capital	9/2/21	0	Bid	Mike Howell	Anticipated Project Completion September-22. ITB scheduled for Board approval in February.
Roof Replacement - Bridgeport	182,948	Working Capital	9/2/21	0	Bid	Mike Howell	Anticipated Project Completion September-22. ITB scheduled for Board approval in February.
Roof Replacement - Lake Shore Cottages	35,400	Working Capital	9/2/21	0	Construction	Mike Howell	Anticipated Project Completion September-22. Work is scheduled to begin this month
Completed Projects							
Roof Replacement - Coconut Cove	31,800	Working Capital	9/2/21	0	Canceled		Roof replacement project canceled - \$10k will remain for maintenance (Remaining funds will be utilized for Sports court resurfacing projects, etc.).Roof replacement project canceled - \$10k will remain for maintenance (Remaining funds will be utilized for Sports court resurfacing projects, etc.).
Kingfisher Golf Maintenance Facility Rebuild	309,127	Insurance Proceeds	11/19/20	272,627	Complete		Completed January-22.



AGENDA REQUEST

TO: Project Wide Advisory Committee

FROM: Kenny Blocker, District Manager

DATE: 2/1/2022

SUBJECT: **Budget Director**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Project Wide Advisory Committee
FROM: Kenny Blocker, District Manager
DATE: 2/11/2022
SUBJECT: Independent Fire District Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: