



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Mayor Pro Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Joe Elliott – Seat 3

Marcos Flores – Seat 4

Julian Green – Seat 5

Jason McHugh – City Manager

Agenda

Special Meeting

December 19, 2022 9:00 AM

City Hall Commission Chamber

100 N Main Street

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105A - If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Wildwood DOES NOT provide this verbatim record.

1. Call to Order

2. Consent Agenda/Informational Items

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

3. Presentations and/or Proclamations

4. Public Hearings - Timed

5. Public Forum - 4 minute time limit

6. Ordinances First Reading Only (No Vote)

7. Resolutions for Approval

8. Financial & Contracts & Agreements

- A. *PURCHASE OF TWO (2) SPEED/LPR TRAILER SIGNS IN THE AMOUNT OF \$111,259.76*
- B. *ROW MOWING AND LANDSCAPE MAINTENANCE*
- C. *DR. MLK JR. PARK BASKETBALL COURT RESURFACING IN THE AMOUNT OF \$23,680.00*
- D. *DR. MLK JR. PARK LIGHT FIXTURES RETROFITTING AND INSTALLATION IN THE AMOUNT OF \$60,330.00*

9. General Items for Consideration/Discussion and Other Business

10. Appointments

11. City Manager Reports

12. Other Department Reports

13. Commission Members Reports

14. City Attorney Reports

15. Adjournment

Upcoming Events

December 23, 2022 - Closed at 12pm for Christmas Eve Observed

December 26, 2022 - Closed for Christmas Observed

December 30, 2022 - Closed at 12pm for New Year's Eve Observed

January 2, 2023 - Closed for New Year's Day Observed

January 9, 2023 - City Commission Meeting at 7pm

December 19, 2022 9:00 AM

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Purchase of Two (2) Speed/LPR Trailer Signs in the Amount of \$111,259.76**

REQUESTED ACTION: Staff recommends approval

CONTRACT: Vendor/Entity: Vetted Security Solutions
Effective Date: 12/12/2022 Termination Date:
Managing Division/Department: Police Department

BUDGET IMPACT: Funds are available in FY2023 from PD Impact Fees #001-521-60-6350. This is a budgeted item.

HISTORY/FACTS/ISSUES:

Attached is a quote received from Vetted Security Solutions for a license plate reader/speed radar trailer. This is a proprietary item purchased via GSA Contract GS-07F-5791R with Vetted's sister company, Millenium Products, Inc.

Using license plate reader technology, the police department would be better equipped to deal with the criminal element in the city. With four major highways traversing our city, transient crime increases as vehicles arrive or travel.

Research was done on Vetted Security Solutions. The license plate reading and networking that Vetted Security Solutions provides would be able to not only capture data through camera hits but would also be a part of a data-sharing network and have at our disposal countless camera resources installed all over the country. This information would allow our investigations team to track the activities of known criminals in the city and identify suspects as applicable to our open investigations. It is also equipped with a speed sign for complaints regarding speeding, which will allow for better traffic enforcement. This system would also be interfaced with surrounding counties to conduct simultaneous investigations.

**Vetted Security Solutions**

4185 35th St N
Saint Petersburg, FL 33714
Office Phone: (727) 440-3245

Purchaser: Cpt Walker
Purchaser Phone Number: 352-330-1355
Purchaser Email: jwalker@wildwood-fl.gov
Quote Name: Wildwood PD Long Run Speed Trailer
Quote #: Q-07745-1
Job Number: 6080
Date: 10/6/2022, 7:43 AM
Expires On: 11/5/2022

Ship To
Wildwood Police Department (FL)
3939 E Co Rd 462
Wildwood, FL 34785
United States

Bill To
Wildwood Police Department (FL)
3939 E Co Rd 462
Wildwood, FL 34785
United States

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sam Boyle	(727) 462-3591	sboyle@vettedsecuritysolutions.com		Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SSU-LN-COM	Vigilant System Start Up & Commissioning of Hosted/Managed LEARN or Client Portal Server Account - Required for all hosted/managed LEARN or Client Portal accounts	\$1,275.00	\$1,275.00
2.00	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$995.00	\$1,990.00
4.00	VSBCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for up to 14 total camera units - SaaS	\$525.00	\$2,100.00
2.00	VSS-SHIP-TRLR	Flat Rate Shipping for Trailer	\$950.00	\$1,900.00
2.00	VSS-TR4YRWW	LPR Trailer - 4 Year Extended Warranty	\$10,030.00	\$20,060.00
1.00	VSPTRNG	Vigilant Partner End User Training - End user training for Vigilant products	\$1,250.00	\$1,250.00
2.00	VSS-STD-SPD-VLT-LR	Long Run Speed Trailer / 340 watts solar. 4x 200 ah batteries, 24v design w/ Victron intelligent charge control system, VLT / LPR components in aircraft grade aluminum housing; White Trailer Color unless specified (May require additional charges)	\$41,342.38	\$82,684.76
TOTAL:				\$111,259.76

Scope of Work

Vetted Security Solutions to assemble and ship two long run speed trailers to Wildwood Police Department

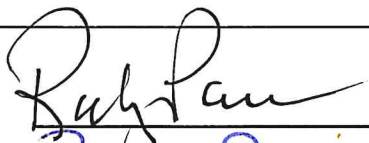
Notes

Terms & Conditions

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above-stated bill of materials.
3. There will be a 2.9% processing fee for credit card payments.
4. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
5. The expected lead time for hardware and installation is 30-60 days.
6. Connectivity is assumed Cellular on department supplied cell card to the MDC for real-time connectivity to LEARN database.
7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.
8. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee, or charge, Purchaser shall reimburse Vetted Security Solutions, therefore, or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.
- 10) A 20% deposit is required at the time of purchase for quotes that exceed \$50,000.00. Upon receipt of a purchase order and/or signed quote Vetted Security Solutions will invoice for the deposit amount (due upon receipt).
- 11) Hardware, software, installation materials, and services will be invoiced at the time of delivery. A signed proof of delivery form will be provided.

Project Total: \$111,259.76

Signature:



Effective Date:

10 / 18 / 22

Name (Print):

Randy Farmer

Title:

Chief of Police

Please sign and email to insidesales@vettedsecuritysolutions.com

THANK YOU FOR YOUR BUSINESS!

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **ROW Mowing and Landscape Maintenance**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department: Public Works

BUDGET IMPACT:

HISTORY/FACTS/ISSUES:

Public Works has recently assumed the right of way (ROW) landscape maintenance responsibility for sections of Warm Springs Ave and Morse Blvd based on the Interlocal Service Boundary Agreement (ISBA). As a result of the acceptance, Public Works staff collaborated with the District and their landscape maintenance contractor, Cepra, to coordinate potential contractual ROW maintenance. Cepra agreed to honor the terms of the District's existing landscaping maintenance contract and provided a piggyback proposal to maintain the referenced areas along Warm Springs Ave and Morse Blvd. Cepra also included a cost in the proposal to maintain the ROW along Bigham Trail, which is directly adjacent to Warm Springs Ave.

The City will utilize the Cepra District Property Management contract RFP#18P-014 for these services. Staff requests the Commission's approval of funding not to exceed \$71,000. The project was identified in the FY23 budget and will be allocated from 001-541-30-3440 (R.O.W. Maintenance).



Proposal

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Internal (Villages) Non-Maintenance Indirect 3598 SW 74th Ave Ocala, FL 34474

PROPOSAL #	DATE
27350 (v. 0)	12/14/2022

DESCRIPTION	
November 2022 City of Wildwood Bahia Mowing on Warm Springs Ave & Bigham Trail This is an annual cost of maintenance for the following items: - Mow - String Trim - Edging all concrete curbs and culverts - Blow all concrete edge lines and grass clippings *The mowing specifications in this proposal will mirror District Property Management RFP#18P-014*	\$70,970.90

W.S.A 511 to block wall on the South side (City)				\$555.75
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	855.00	\$0.65	\$555.75

W.S.A Cemetery to Bigham Trl on South Side (City)				\$613.60
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	944.00	\$0.65	\$613.60

W.S.A from Bigham Trl to US 301 (City)				\$6,500.00
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	10,000.00	\$0.65	\$6,500.00

W.S.A Bigham to black fence on N side (Villages)				\$4,802.85
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	7,389.00	\$0.65	\$4,802.85

W.S.A Bigham to Circle @ Fenney Way (Villages)				\$20,727.20
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	31,888.00	\$0.65	\$20,727.20

W.S.A Marsh Bend to E.O.T West (Villages)				\$1,660.75
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	2,555.00	\$0.65	\$1,660.75

W.S.A from C.C.C to Morse Circle N (Villages)				\$5,416.45
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	8,333.00	\$0.65	\$5,416.45

Morse Blvd circle to Sandalwood West (Villages)				\$4,694.30
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	7,222.00	\$0.65	\$4,694.30

Morse Blvd Sandalwood to 44 E & W (Villages)				\$19,500.00
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	30,000.00	\$0.65	\$19,500.00

Bigham Trail (City)				\$6,500.00
Description	Type	Qty	Unit \$	Total \$
Bahia Maintenance	EA	10,000.00	\$0.65	\$6,500.00

Total \$70,970.90

Terms and Conditions

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination
8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

Customer Printed Name

Customer Signature

Date

Job ID: 27350

LANDSCAPE CONTRACT AMENDMENT FORM (One Contract/Sheet)

District: (D12 AREA) SLCDD

Vendor: CEPRA LANDSCAPING LLC - VENDOR #3262971

Contract #18P-014

Supervisor/Manager

Approval:

Area Description	New Area or Change to Existing Area?	Annuals (x4 changeouts/year)	Zoyzia (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 SLCDD -463	New														
Spanish Moss NRC	Amend #4			13,778	0	1,883	0.0	6,591	0	8,365		0	99	30	16
Fennel VRC	Amend #4	221		3,474	0	18,402	0.0	11,198	0	0		0	33	19	16
		4 X per year					6 X per year								
Total Quantities		221	0	17,252	0	20,285	0	17,789	0	8,365	0	0	132	49	32
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 \$		\$ 1,458.60	\$ 0.00	\$ 24,152.80	\$ 0.00	\$ 13,185.25	\$ 0.00	\$ 31,130.75	\$ 0.00	\$ 4,182.50	\$ 0.00	\$ 0.00	\$ 1,980.00	\$ 735.00	\$ 4,000.00
Amendment Total															\$ 80,824.90

CONTRACTOR APPROVAL: _____

**RENEWAL ONE OF ONE (FINAL) TO THE AGREEMENT FOR SERVICES BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #12 AND
CEPRA LANDSCAPE, LLC FOR
LANDSCAPE AND IRRIGATION MAINTENANCE
FOR DISTRICT 12 VILLAS, CUL-DE-SACS, BASINS AND ROADWAYS**

RFP #18P-014

THIS RENEWAL is entered into this 8th day of July 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #12 (VCDD12), 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, VCDD12 and CONTRACTOR entered into Agreement RFP #18P-014 for Scheduled Landscape and Irrigation Maintenance Services (AGREEMENT) for properties owned or operated by VCDD12 dated June 7, 2018; and

WHEREAS, VCDD12 and CONTRACTOR entered into Amendment One to the Agreement on March 13, 2019

WHEREAS, VCDD12 and CONTRACTOR entered into Amendment Two to the Agreement on August 13, 2020; and

WHEREAS, VCDD12 and CONTRACTOR entered into Amendment Three to the Agreement on January 7, 2021; and

WHEREAS, VCDD12 and CONTRACTOR desire to renew the existing AGREEMENT which expires September 30, 2021, as set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, VCDD12 and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD12 and CONTRACTOR hereby renew the AGREEMENT and any Amendments thereto for a term of October 1, 2021, and ending September 30, 2024. The AGREEMENT and all Amendments are hereby incorporated into this paragraph.
3. VCDD12 and CONTRACTOR agree that all other terms and conditions of the AGREEMENT and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as renewed herein.

RENEWAL ONE OF ONE (FINAL) TO THE AGREEMENT FOR SERVICES BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #12 AND
CEPRA LANDSCAPE, LLC FOR
LANDSCAPE AND IRRIGATION MAINTENANCE
FOR DISTRICT 12 VILLAS, CUL-DE-SACS, BASINS AND ROADWAYS

RFP #18P-014

IN WITNESS WHEREOF, said VCDD12 has caused this Amendment to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #12, attested by the clerk of said VCDD12, 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.

VILLAGE COMMUNITY
DEVELOPMENT DISTRICT #12

By: Jon Roudabush
Jon Roudabush

Print Name

Chairman

Print Title

7/8/21

Date

Candice Heuer

Attest

CEPRA LANDSCAPE, LLC

By: Kevin J. Montalvo

KEVIN J MONTALVO

Print Name

BRANCH MANAGER

Print Title

6-11-2021

Date

Jul 10/21

Attest

Area Description	Original or Amendment #	Annuals (x4 changeouts/year)	QUANTITIES (+) OR (-)										Trees	Palms	Irrigation Zones
			St Augustine (Sq. yds.)	Bahia Turf Standard (Sq. yds)	Bahia Pasture (per acre)	Mulch (sq. yds)	Shrub or Standard Beds (sq.)								
VILLAS															
Sand Pine Villas	ORIGINAL	0	413	0	0	0	0	266	18	6	7				
Bouganvilla Villas	ORIGINAL	0	269	0	0	0	0	289	2	8	7				
Cypress	ORIGINAL	238	238	0	0	0	0	278	0	6	6				
Honeysuckle Villas	ORIGINAL	154	644	0	0	0	0	302	1	5	5				
Hyacinth Villas	ORIGINAL	220	296	0	0	0	0	290	8	6	6				
Longleaf Villas	ORIGINAL	200	420	0	0	0	0	238	2	0	7				
Mockingbird Villas	ORIGINAL	286	278	0	0	0	0	278	14	6	6				
Sweetgum Villas	ORIGINAL	221	425	0	0	0	0	257	14	6	6				
Tupelo Villas	Amend #1	370	378	0	0	0	0	491	8	9	8				
Lantana Villas	Amend #1	178	313	0	0	0	0	368	4	8	6				
Spartina Villas	Amend #1	314	453	0	0	0	0	236	3	3	7				
Magnolia Villas	Amend #1	210	244	0	0	0	0	205	2	6	5				
VOSO - Patricia Villas	Amend #1	203	415	0	0	0	0	562	22	9	8				
Live Oak Villas	Amend #1	200	316	0	0	0	0	296	2	6	6				
Keller Villas	Amend #1	184	328	503	0	0	0	306	3	8	6				
VOSO - Laine Villas	Amend #1	208	334	0	0	0	0	358	2	6	5				
Haven Villas	Amend #1	209	341	0	0.0	0	0	350	1	6	8				
Ava Villas	Amend #2	200	211	0	0.0	0	0	254	1	8	6				
Blake Villas	Amend #2	200	344	0	0.0	0	0	331	1	7	6				
Cade Villas	Amend #2	200	475	0	0.0	0	0	326	2	6	6				
Carla Villas	Amend #2	209	153	0	0	0.0	0	236	2	5	4				
Chase Villas	Amend #2	200	357	0	0.0	0	0	351	16	8	8				
Cliff Villas	Amend #2	200	466	0	0.0	0	0	390	29	6	9				
Glenda Villas	Amend #2	228	1,036	0	0.0	0	0	1,319	6	19	10				
Lee Villas	Amend #2	200	417	0	0.0	0	0	353	2	6	7				
James Villas	Amend #2	200	365	0	0.0	0	0	313	6	22	6				
Kate Villas	Amend #2	214	264	0	0.0	0	0	479	2	2	5				
Lilly Villas	Amend #2	200	277	0	0.0	0	0	372	54	16	13				
Marja Villas	Amend #2	200	244	0	0.0	0	0	196	1	7	6				
Preston Villas	Amend #2	200	325	0	0.0	0	0	337	2	8	7				
Rhett Villas	Amend #2	200	384	0	0.0	0	0	294	13	6	8				
Ryan Villas	Amend #2	200	424	0	0.0	0	0	314	8	6	8				
Samuel Villas	Amend #2	246	440	0	0.0	0	0	388	0	8	4				
Tate Gregory Villas	Amend #2	200	435	0	0.0	0	0	297	2	6	8				
Taylor Villas	Amend #2	200	277	0	0.0	0	0	372	2	8	7				
U22 Villa Frontage-Marsh Bend Veranda S.	Amend #2	233	241	0	0.0	0	0	290	2	6	6				
Total Quantities		7,325	13,240	503	0.0	0	0	12,582	257	264	243				
Unit Price		\$ 1.65	\$ 1.40	\$ 0.65	\$ 90.00	\$ 0.50	\$ 1.75	\$ 15.00	\$ 15.00	\$ 15.00	\$ 125.00				
Total \$		\$48,345.00	\$18,536.00	\$326.95	\$0.00	\$0.00	\$22,018.50	\$3,855.00	\$3,960.00	\$30,375.00	\$127,416.45				
CDS															
U1 Bluebird Lane	ORIGINAL	0	0	0	0.0	0	0	133	3	3	2				
U1 Cardinal	ORIGINAL	0	0	0	0.0	0	0	130	0	3	0				
U2 Cottontail	ORIGINAL	0	0	0	0.0	0	0	130	1	0	2				
U3 Passion Flower Way	ORIGINAL	0	0	0	0.0	0	0	130	1	0	2				
U4 Opossum Place	ORIGINAL	0	0	0	0.0	0	0	130	0	3	2				

LANDSCAPE AND IRRIGATION MAINTENANCE - DISTRICT 12 VILLAS & CUL-DE-SACS

Contract #18P-014

Vendor: CEPRA LANDSCAPING LLC - VENDOR #3262971

District: 12

Area Description	Original or Amendment #	Annuals (x4 changeouts/year)	QUANTITIES (+) OR (-)								
			St Augustine (Sq. yds.)	Bahia Turf Standard (Sq. yds)	Bahia Pasture (per acre)	Mulch (sq. yds)	Shrub or Standard Beds (sq.)	Trees	Palms	Irrigation Zones	
U4 Seagrapes Way	ORIGINAL	0	0	0	0.0	0	130	1	0	2	
U5 Bother Drive	Amend #1	0	0	0	0.0	0	130	0	3	2	
U5 Fussell Way	Amend #1	0	0	0	0.0	0	130	1	0	2	
U5 Lock Street	Amend #1	0	0	0	0.0	0	130	0	3	2	
U5 Stover Place	Amend #1	0	215	0	0.0	0	123	0	5	3	
U5 Tenney Lane	Amend #1	0	250	0	0.0	0	123	2	6	3	
U6 Cainesworth Place	Amend #1	0	0	0	0.0	0	130	0	3	2	
U6 Woods Way	Amend #1	0	0	0	0.0	0	130	1	0	2	
U8 Dyals Court	Amend #1	0	0	0	0.0	0	130	0	3	2	
U8 Lyall Loop	Amend #1	0	0	0	0.0	0	130	1	0	2	
U10 Koontce Court	Amend #1	0	0	0	0.0	0	130	0	3	2	
U10 Diver Loop	Amend #1	0	0	0	0.0	0	130	1	0	2	
U10 Hicks Place	Amend #1	0	0	0	0.0	0	186	0	3	2	
U11 Sweetgum Street	Amend #1	0	0	0	0.0	0	186	0	3	2	
U11 Wood Stork Way	Amend #1	0	0	0	0.0	0	130	1	0	2	
U7 Delphina Loop	Amend #2	0	0	0	0.0	0	117	0	3	2	
U12 Zipperer Way	Amend #2	0	0	0	0.0	0	130	0	3	2	
U14 Dadeo Drive	Amend #2	0	0	0	0.0	0	130	1	0	2	
U15 Cipris Circle	Amend #2	0	0	0	0.0	0	130	0	0	2	
U15 Foust Place	Amend #2	0	198	0	0.0	0	99	0	5	3	
U17 Castro Court	Amend #2	0	0	0	0.0	0	130	0	3	2	
U19 Clymer Court	Amend #2	0	154	0	0.0	0	63	0	3	2	
U19 Head Way	Amend #2	0	0	0	0.0	0	130	1	0	2	
U20 DeMarco Loop	Amend #2	0	0	0	0.0	0	130	0	3	2	
U20 Eads Terr	Amend #2	0	0	0	0.0	0	130	0	0	2	
U20 Eby Place	Amend #2	0	0	0	0.0	0	243	0	5	2	
U21 CDS	Amend #2	0	625	0	0.0	0	234	3	0	2	
U23 Bacon Terrace	Amend #2	0	0	0	0.0	0	130	1	0	2	
U23 Cree Court North	Amend #2	0	0	0	0.0	0	130	1	0	2	
U23 Cree Court South	Amend #2	0	183	0	0.0	0	123	0	5	2	
U23 Thornburg Trail	Amend #2	0	0	0	0.0	0	130	0	3	2	
U24 Dunham Loop	Amend #2	0	364	0	0.0	62	114	0	0	3	
U25 Spurlock Way	Amend #2	0	0	0	0.0	0	130	1	0	2	
U26 DeLong Pl	Amend #2	0	0	0	0.0	0	130	1	0	2	
U28 Engdahl Pl	Amend #2	0	0	0	0.0	0	130	1	0	2	
U31 Rostas Way	Amend #2	0	299	524	0.0	351	159	1	3	6	
U31 Rush Pl	Amend #2	0	0	0	0.0	0	130	0	3	2	
U31 Victor Court	Amend #2	0	0	0	0.0	0	130	1	0	2	
U38 Hickey Way	Amend #2	0	0	0	0.0	0	130	1	0	2	
U38 Jenks Court	Amend #2	0	0	0	0.0	0	130	0	3	2	
U39 Sternemann St	Amend #2	0	0	0	0.0	0	130	0	3	2	
U39 Winton Way	Amend #2	0	0	0	0.0	0	130	1	0	2	
U40 Hall Place	Amend #2	0	0	0	0.0	0	130	0	3	2	
U40 Keckonen Dr	Amend #2	0	0	0	0.0	0	261	1	3	4	
U42 Baldeschwieler	Amend #2	0	0	0	0.0	0	77	0	3	2	
U42 Flint Loop N	Amend #2	0	143	0	0.0	0	105	1	0	3	

LANDSCAPE AND IRRIGATION MAINTENANCE - DISTRICT 12 VILLAS & CUL-DE-SACS

Contract #18P-014

Vendor: CEPRA LANDSCAPING LLC - VENDOR #3262971

District: 12

QUANTITIES (+) OR (-)

Area Description	Original or Amendment #	Annuals (x4 changeouts/year)	St Augustine (Sq. yds.)	Bahia Turf Standard (Sq. yds.)	Bahia Pasture (per acre)	Mulch (sq. yds.)	Shrub or Standard Beds (sq.)	Trees	Palms	Irrigation Zones
U42 Flint Loop S	Amend #2	0	110	0	0.0	0	73	0	3	3
U43 Storms Avenue	Amend #2	0	0	0	0.0	0	130	0	3	2
U32 Osmara Lane	Amend #3	0	0	0	0.0	0	130	0	3	2
U32 Penno Place	Amend #3	0	0	0	0.0	0	130	1	0	2
U32 Austin Avenue	Amend #3	0	0	0	0.0	0	130	0	3	2
U32 Pearlman Way	Amend #3	0	0	0	0.0	0	130	1	0	2
U30 Maisto Place	Amend #3	0	0	0	0.0	0	130	1	0	2
U30A Corder Run S	Amend #3	0	0	0	0.0	0	236	0	5	2
U30A Corder Run N	Amend #3	0	0	0	0.0	0	130	1	0	2
March Bend Trail PH 4	Amend #3	140	11,181	9,752	0.0	2,069	5,603	49	80	36
Total Quantities		140	13,722	10,276	0.0	2,482	13,718	83	192	166
Unit Price		\$1.65	\$1.40	\$0.65	\$90.00	\$0.50	\$1.75	\$15.00	\$15.00	\$125.00
Total \$		\$924.00	\$19,210.80	\$6,679.40	\$0.00	\$1,241.00	\$24,006.50	\$1,245.00	\$2,880.00	\$20,750.00
D12 Areas & Roadways										
Fenney Way Phase 1	Amend #1	1,808	6,564	0	0.0	0	4,042	23	64	29
Fenney Way Phase 2	Amend #1	0	11,102	0	0.0	0	3,854	39	64	29
Fenney Way Phase 3	Amend #1	63	7,577	0	0.0	0	3,235	49	56	28
Fenney Way Phase 4	Amend #1	62	8,630	0	0.0	0	4,906	49	94	12
Fenney Way Phase 5	Amend #1	0	8,647	0	0.0	0	2,713	31	73	21
Corbin Trail Phase 1	Amend #2	0	4,287	0	0.0	0	1,394	19	28	12
Corbin Trail Phase 2	Amend #2	0	11,896	0	0.0	0	3,391	44	43	24
Corbin Trl PH 3	Amend #2	0	11,145	3,180	0.0	1,999	4,060	93	37	22
Corbin Trl PH 4	Amend #2	0	7,244	0	0.0	842	5,022	54	14	11
Fenney Way PH 6	Amend #2	222	5,959	0	0.0	0	2,986	49	57	26
Fenney Way PH 7	Amend #2	0	2,352	0	0.0	0	2,879	12	22	10
Marsh Bend Ph 2	Amend #2	0	29,300	14,909	0.0	5,914	7,252	116	114	79
Marsh Bend Trail Ph 3 Pt 2	Amend #2	0	4,636	1,799	0.0	139	1,799	30	37	14
Marsh Bend Trail PH 3 Pt1	Amend #2	0	5,787	1,648	0.0	326	1,648	27	28	13
Marsh Bend Trail PH1	Amend #2	0	7,692	3,900	0.0	0	3,558	53	47	18
Outparcel Unit 5- Tract C	Amend #2	0	0	4,539	0.0	0	0	6	0	1
U41 Entry	Amend #2	200	205	0	0.0	0	222	2	10	6
Sugar Cane Shared Use Area	Amend #2	0	0	40,957	0.0	0	3,916	63	31	3
Total Quantities		2,355	133,023	70,932	0.0	9,220	56,877	759	819	358
Unit Price		\$1.65	\$1.40	\$0.65	\$90.00	\$0.50	\$1.75	\$15.00	\$15.00	\$125.00
Total \$		\$15,543.00	\$186,232.20	\$46,105.80	\$0.00	\$4,610.00	\$99,534.75	\$11,385.00	\$12,285.00	\$44,750.00
D13 Areas & Roadways										
		4 X per year			6 X per year					
Total COMBINED Quantities		9,820	159,985	81,711	0.0	11,702	83,177	1,099	1,275	767
Unit Price		\$1.65	\$1.40	\$0.65	\$90.00	\$0.50	\$1.75	\$15.00	\$15.00	\$125.00
Total COMBINED \$		\$64,812.00	\$223,979.00	\$53,112.15	\$0.00	\$5,851.00	\$145,559.75	\$16,485.00	\$19,125.00	\$95,875.00
TOTAL CONTRACT VALUE										
Annual Amount										\$624,798.90
Monthly Amount										\$52,066.58

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

**AGREEMENT FOR SERVICES BETWEEN VILLAGE COMMUNITY DEVELOPMENT
DISTRICT #12 AND CEPRA LANDSCAPE, LLC FOR LANDSCAPE AND IRRIGATION
MAINTENANCE FOR DISTRICT 12 VILLAS, CUL-DE-SACS, BASINS AND ROADWAYS**

RFP # 18P-014

THIS AGREEMENT is made this 7th day of June, 2018, and made effective on the 1st day of July, 2018, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #12** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **CEPRA LANDSCAPE, LLC** (hereafter referred to as "CONTRACTOR"), whose address is 3598 SW 74th Avenue, Ocala, Florida 34474.

RECITALS

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

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

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

1. SERVICES BY CONTRACTOR

- 1.1 CONTRACTOR, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for RFP #18P-014- Landscape And Irrigation Maintenance For District 12 Villas and Cul-De-Sacs, Request for Proposals (RFP) #18P-014, hereinafter referred to as RFP. Specifications and other Agreement 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, e-mail address or other available contact information.
- 1.4 The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site clean-up and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this Agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT.

The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.

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

2. 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 # 18P-014 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted no later than the first of the month for the services performed the preceding month. Per Chapter 218.74(1), an invoice from the CONTRACTOR shall be considered as received when it has been stamped as such at the District Property Management Department, 1071 Canal Street., The Villages, Florida 32162. Payment by the DISTRICT will be made no later than forty-five (45) days after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 If payment is not made by the DISTRICT to the CONTRACTOR within forty-five (45) days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.

- 2.4 The DISTRICT agrees to pay the CONTRACTOR for additional work performed by the CONTRACTOR pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the CONTRACTOR under the terms of this Agreement.

3. **AGREEMENT DOCUMENTS**

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

- 3.1 Request for Proposals
- 3.2 Instructions, Terms, and Conditions
- 3.3 Proposal Forms
- 3.4 Proposer's Certification
- 3.5 Statement of Terms and Conditions
- 3.6 Drug Free Workplace Certificate
- 3.7 Statement of Contractor's Experience, Equipment & Personnel
- 3.8 E-Verify Contractor/Subcontractor Affidavit
- 3.9 Chapter 119 Requirements
- 3.10 Scope of Work / Specifications
- 3.11 Plans / Drawings
- 3.12 Agreement
- 3.13 Permits / Licenses
- 3.14 All Addenda Issued Prior to Proposal Opening
- 3.15 All Modifications and Change Orders Issued
- 3.16 Notice of Award / Notice to Proceed

4. **TERM**

The initial term of this Agreement shall be July 1, 2018 through September 30, 2021, with the option to renew for one additional three (3) year period. Following completion of the initial term each renewal period shall automatically occur on October 1 of each renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices proposed by the Contractor shall remain fixed and firm for the initial 3 years of the contract. After initial 3 year period the contractor will meet with Purchasing and District Property Management staff 60 days prior to the end of the initial term to negotiate an increase or decrease to the current awarded pricing. No increase will exceed 3%.

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 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.
- 5.2 **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with this Agreement. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 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 agreement 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 subcontractors 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 Community Development District #12 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 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.
- 5.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

6. **SELF HELP BY DISTRICT**

- 6.1 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.
- 6.2 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.
- 6.3 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.

6.4 The accumulation of three (3) 72 hour notices within a 6 month period will result in termination of the agreement as determined by District Property Management.

7. TERMINATION BY THE DISTRICT FOR CAUSE

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

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

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

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

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

7.2.4 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.

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

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

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

7.5 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.

8. OTHER MATTERS

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

8.2 CONTRACTOR shall maintain complete and current printed Material Safety Data Sheets (MSDS)

readily accessible to employees when they are in their work areas, during their work shifts. The CONTRACTOR acknowledges that the DISTRICT shall have no responsibility for making any disclosures to CONTRACTOR's employees or agents.

- 8.3 The obligations of the CONTRACTOR under this Agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts/agreements previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 8.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to this Agreement. Cost increases or decreases will be based on the unit prices proposed by the CONTRACTOR as provide for in Exhibit "A" to this Agreement.
- 8.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 8.11 Time is of the essence in the performance of this Agreement. The CONTRACTOR specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Agreement shall be done according to specifications, subject only to delays caused through no fault of the CONTRACTOR.

- 8.12 In the event of a declared emergency or disaster, CONTRACTOR shall assist the District if requested and approved by the District's Emergency Disaster Debris Contractor.

9. CONTRACTOR'S REPRESENTATIONS

- 9.1 CONTRACTOR makes the following representations:
- 9.2 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.
- 9.3 CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the bid opening, and that CONTRACTOR has satisfied itself relative to the work to be performed.
- 9.4 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.
- 9.5 CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.
- 9.6 CONTRACTOR declares that submission of a proposal/bid for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Agreement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 9.7 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.
- 9.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR affirmatively represents that neither it or its owners, subcontractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- 9.9 Public Records Act/Chapter 119 Requirements: The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

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

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

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman / Vice Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #12, attested by the clerk of said DISTRICT, and **CEPRA LANDSCAPE, 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.

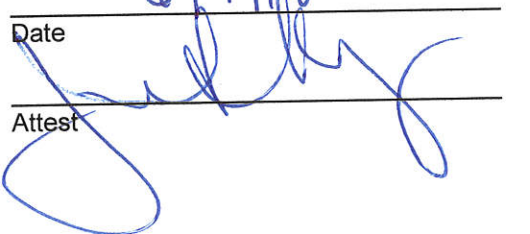
VILLAGE COMMUNITY

DEVELOPMENT DISTRICT #12

By: 

Print Name
Chairman

Print Title
6/7/18

Date


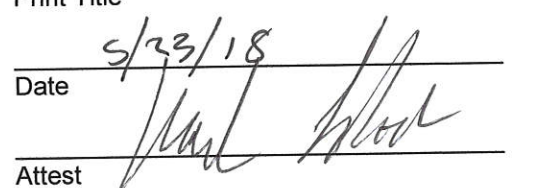
Attest

CEPRA LANDSCAPE, LLC

By: 

Print Name
Vice - President

Print Title
5/23/18

Date


Attest

EXHIBIT "A"

PROPOSAL FORM - District 12 Villas & Cul-De-Sacs								
Area Description	Annuals (x4 change outs per year)	Zoysia (Sq Yd)	St. Augustine (Sq Yd)	Bahia Turf (Sq Yd)	Shrub Beds (Sq Yd)	Trees	Palms	Irrigation Zones
Villas								
Sand Pine Villas	0	0	413	0	266	18	6	7
Bougainville Villas	0	0	269	0	289	2	8	7
Cypress	238	0	238	0	278	0	6	6
Honeysuckle Villas	154	0	644	0	302	1	5	5
Hyacinth Villas	220	0	296	0	290	8	6	6
Longleaf Villas	200	0	420	0	238	2	0	7
Mockingbird Villas	286	0	278	0	278	14	6	6
Sweetgum Villas	221	0	425	0	257	14	6	6
Cul-de-Sacs								
Unit 1 Bluebird Lane	0	0	0	0	133	3	3	2
Unit 1 Cardinal	0	0	0	0	130	0	3	0
Unit 2 Cottontail	0	0	0	0	130	1	0	2
Unit 3 Passion Flower Way	0	0	0	0	130	1	0	2
Unit 4 Opossum Place	0	0	0	0	130	0	3	2
Unit 4 Seagrapes Way	0	0	0	0	130	1	0	2
Total Quantities	1,319	0	2,983	0	2,981	65	52	60
Unit Price	\$ 1.65	\$ 1.60	\$ 1.40	\$ 0.65	\$ 1.75	\$ 15.00	\$ 15.00	\$ 125.00
Grand Total	\$ 8,705.40	\$ -	\$4,176.20	\$ -	\$5,216.75	\$ 975.00	\$ 780.00	\$7,500.00
Total Monthly Amount For All Areas								\$2,279.45
Total Annual Amount For All Areas								\$27,353.35

Notes:

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

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

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

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

Brandon Ray, Vice-President
Authorized Agent Name, Title (Print)

 4/22/18
Authorized Signature Date

Name of Proposer's Firm:

Cepira Landscape, LLC

EXHIBIT "A"

SUPPLEMENTAL SERVICES (IF REQUESTED ONLY):

ITEM	DESCRIPTION	UNIT	PRICE
1	<u>Aerification:</u> Aerification on all Zoysia and St. Augustine turf in contracted area (NO BAHIA). This service will be completed in the months of March and November. An approved core aerification system shall be used to remove plugs that will remain and infill naturally. These services must be complete with the specified months. (Please provide a per Acre price to include entire contract area).	\$/ACRE	\$225.00
2	<u>Bed Lines:</u> Bed lines shall be re-defined per original specifications and design intent once per year in all contracted areas. This process will begin with a proposed painted bed line by contractor to be approved by Landscape Supervisor prior to start of work. A task specific machine such as a BlueBird BB55A bed bug or similar approved equipment shall be used in completing this work to provide a consistent edge and depth. (Please provide a yearly cost contract wide).	\$/Linear Foot	\$0.45
3	<u>Pine Straw Removal:</u> Please provide a per Square Yard cost for the complete removal of all existing Pine Straw in all beds in contracted area with the soil removed to 4 inches along any hard surface. This cost should be a total to encompass all beds in contract area.	\$/Sq Yard	\$0.75

***NOTE: Changed \$/Year to \$/Linear Foot for bed lines pricing.

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

NOTE(S):

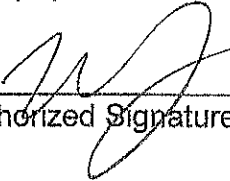
- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being 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 Village Community Development Districts in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and 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."

Brandon Ray, Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

4/22/2018
Date

Name of Proposer's Firm:

Cepira Landscape, LLC

This document must be completed and returned with your Submittal

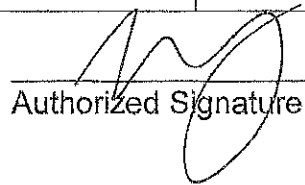
EXHIBIT "A"

SUPPLEMENTAL IRRIGATION PROPOSAL FORM

Valves	Part No.	Unit Price
Rain Bird PESB - PRS - D Series		
Rain Bird PRS Dial pressure module	B33135	85.00
Rain Bird 1" Valve	100-PESB-PRS-D	25.00
Rain Bird 1 1/2" Valve	150-PESB-PRS-D	85.00
Rain Bird 2" Valve	200-PESB-PRS-D	120.00
Electric, brass 300-BPES - 3"	B38113	685.00
Diaphragm Assembly PGA 100	208143	30.00
Diaphragm Assembly PGA 150	234882	85.00
Diaphragm Assembly PGA 200	209005	100.00
Diaphragm Assembly BPES 300	231542	245.00
Electric Solenoid 24 VAC PGA	209532-02	50.00
Electric Solenoid 24 VAC 300 BPES	B31800	60.00
9-Volt Potted Latching Solenoid	TBOS-PSOL	48.00
Rain Bird 1800 PRS Series Pop Up Sprinkler		
1804 PRS (Pressure Regulated) 4" pop-up spray sprinkler body	1804-PRS	7.00
1804 SAM PRS (Seal-A-Matic Check Valve)	1804-SAM-PRS	8.00
1806 PRS 6" pop-up	1806-PRS	14.00
1806 SAM PRS 6" pop-up	1806-SAM-PRS	20.00
1812 PRS 12" Pop-up body	1812-PRS	17.00
1812 SAM PRS 12" pop-up	1812-SAM-PRS	22.00
Tree Spray Heads and Nozzles		
Rain Bird SQ Series Square Quarter Nozzle	SQ QTR	2.00
Rain Bird maxi jet pop up adaptor with Top Hat 180 Spray Jet Nozzle		3.00
Rain Bird 1400 Series Pressure Compensating Full-Circle Bubbler	1404	5.00
Rain Bird VAN Series Nozzles (Variable Arc Nozzles)		
6' VAN Nozzle	6-VAN	1.00
8' VAN Nozzle	8-VAN	1.00
10' VAN Nozzle	10-VAN	1.00
12' VAN Nozzle	12-VAN	1.00
15' VAN Nozzle	15-VAN	1.00
18' VAN Nozzle	18-VAN	1.00
Villa Clocks-Hunter XC Hybrid, Stainless Locking Cabinet		
4-Zone Clock	XCH-400-SS	Discontinued
6-Zone Clock	XCH-600-SS	450.00
8-Zone Clock	XCH-800-SS	Discontinued

10-Zone Clock	XCH-1000-SS	Discontinued
12-Zone Clock	XCH-1200-SS	550.00
Hunter ICV Valves		
ICV Valve-1" For potable water		105.00
ICV Valve-1 1/2" For potable water		125.00
ICV Valve-2" For potable Water		170.00
ICV Valve-1" Filter Sentry Valve for non-potable water		150.00
ICV Valve-1 1/2" Filter Sentry Valve for non-potable water		110.00
ICV Valve-2" Filter Sentry Valve for non-potable water		235.00
Hunter 9-V latching Solenoid	#458200	35.00
Rain Bird 5000 Series Rotors-w/nozzle		
5004-RRS 4" Rotor (Pressure Regulated)	5004-RRS	18.00
5004-SAM-PRS (Seal-A-Matic)	5004-SAM-PRS	18.00
Rain Bird 9-Volt Timers		
TBOS 9-Volt Controller single zone	TBOS-1CMUS	200.00
TBOS 9-Volt Controller two zone	TBOS-2CMUS	240.00
TBOS 9-Volt Controller four zone	TBOS-4CMUS	275.00
TBOS 9-Volt Controller six zone	TBOS-6CMUS	340.00
9-Volt Alkaline Battery		3.50
Hunter PGP ADJ Series rotor-w/nozzle		
4" pop-up Rotor	PGP-ADJ	14.00
Hunter Institutional Series Pop-up Sprinkler		
6" Institutional pop-up with check valve, pressure regulated	INST-06-CV-R	20.00
12" Institutional pop-up with check valve, pressure regulated	INST-12-CV-R	22.00
Hunter Adjustable Nozzle		1.00
Hunter Fixed Arc Nozzle		1.00
Hunter Smart Valve Controllers, Wireless Valve System 9-Volt		
Single Station Controller	WVC-100	200.00
Two Station Controller	WVC-200	205.00
Four Station Controller	WVC-400	270.00
Hunter Rain Sensors		
Hunter Mini-Click Rain Sensor	BPSW	30.00
Hunter Solar Sync Rain Sensor		100.00
MP Rotator		
1000 series		9.00
2000 series		9.00
3000 series		9.00

Brandon Ray, Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

4/22/2018
Date

EXHIBIT "A"

FLORIDA FRIENDLY AND DROUGHT TOLERANT PLANT MATERIAL REPLACEMENT PROGRAM

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

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

FLORIDA FRIENDLY PLANT LIST:

Shrubs	Size	Installed Unit Price**
African Iris white	1 gallon	\$ 4.80
African Iris yellow	1 gallon	\$ 4.94
Agapanthus	1 gallon	\$ 5.24
Algerian Ivy	1 gallon	\$ 6.74
Azalea Formosa, lavender or pink	3 gallon	\$ 10.87
Azalea 'Southern Charm'	3 gallon	\$ 11.22
Azalea standard, pink or lavender	7 gallon	\$ 44.28
Azaleas Fashion	3 gallon	\$ 10.98
Azaleas Gerbing or Tabor	3 gallon	\$ 10.95
Azaleas Red Formosa	3 gallon	\$ 10.84
Azaleas Red Ruffle	3 gallon	\$ 11.10
Bamboo, 'Alphonse Karr'	7 gallon	\$ 97.53
Bamboo, 'Alphonse Karr'	15 gallon	\$ 177.73
Bamboo, 'Alphonse Karr'	30 gallon	\$ 297.67
Bamboo, 'Golden Goddess'	7 gallon	\$ 89.21
Bamboo, 'Golden Goddess'	15 gallon	\$ 165.83

Bamboo, 'Golden Goddess'	30 gallon	\$ 311.00
Blue Daze	1 gallon	\$ 4.68
Blue Salvia	1 gallon	\$ 5.01
Blue My Mind	1 gallon	\$ 6.62
Blue Pacific Juniper	1 gallon	\$ 4.83
BottleBrush, Dwarf	3 gallon	\$ 17.60
Boxwood	3 gallon	\$ 10.67
Boxwood	7 gallon	\$ 37.45
Boxwood	15 gallon;30"+ ht. x 24" spr	\$ 131.97
Bulbine 'Hallmark or Tangerine'	1 gallon	\$ 5.31
Camellia Japonica	7g	\$ 76.60
Camellia Japonica	15 gallon 4-5' ht x 2-3' spread	\$ 170.11
Camellia Japonica	30g	\$ 451.14
Camellia Sasanqua	7g	\$ 74.27
Camellia Sasanqua	15 gallon 4-5' ht x 2-3' spread	\$ 170.11
Camellia Sasanqua	30g	\$ 426.37
Cast Iron Plant	1 gallon	\$ 6.43
Cast Iron Plant	3 gallon	\$ 14.48
Coontie (<i>Zamia floridana</i>)	3 gallon full	\$ 22.62
Cordgrass	1 gallon	\$ 4.69
Crinum Lily - Red	15 gallon	\$ 94.78
Crinum Lily - Green	15 gallon	\$ 94.05
Day Lily	1 gallon	\$ 4.93
Dwarf Blue Ruellia 'Katie Blue'	1 gallon	\$ 4.92

Dwarf Burfordii Holly	3 gallon	\$ 10.70
Dwarf Burfordii Holly	7 gallon	\$ 36.26
Dwarf Chinese Fringe Bush 'Ruby'	3 gallon	\$ 11.42
Dwarf Chinese Fringe Bush 'Plum'	3 gallon	\$ 11.54
Dwarf Ice Plant (<i>Delasperma cooperi</i>)	1 gallon	\$ 8.64
Dwarf Walters Viburnum 'Mrs Shillers'	3 gallon	\$ 11.00
Dwarf Yaupon Holly 'Stokes, or Schellings'	3 gallon	\$ 10.94
Elaeagnus	3 gallon	\$ 11.66
Fakahatchee Grass, Dwarf	3 gallon	\$ 10.63
Fakahatchee Grass, reg	3 gallon	\$ 10.57
Feijoa - Pineapple Guava	3 gallon	\$ 11.53
Feijoa - Pineapple Guava	7 gallon	\$ 39.63
Feijoa - Pineapple Guava	15 gallon	\$ 92.87
Ginger, Shell	3 gallon	\$ 18.66
Hawthorn	3 gallon	\$ 10.66
Hawthorn	7 gallon	\$ 34.83
Hawthorn Standard	15 gallon	\$ 186.45
Hellanthus, 'Beach Sunflower'	1 gallon	\$ 5.42
Hibiscus	3 gallon	\$ 12.98
Holly Fern	1 gallon	\$ 5.74
Jasmine, Confederate	1 gallon	\$ 5.10
Jasmine, Dwarf (Asiatic, minima)	1 gallon	\$ 4.75
Jasmine, Dwarf Variegated (Asiatic, minima)	1 gallon	\$ 4.97
Jasmine, Dwarf Tri-colored (Asiatic, minima)	1 gallon	\$ 5.05
Juniper, Blue Pacific	3 gallon	\$ 10.70

Juniper Parsonii	3 gallon	\$ 10.67
Lantana trailing pink	1 gallon	\$ 4.87
Lantana trailing 'Gold Mound'	1 gallon	\$ 4.85
Lantana trailing 'Chapel Hill'	1 gallon	\$ 5.09
Ligustrum 'Howardii'	7 gallon	\$ 36.41
Ligustrum japonicum	7 gallon	\$ 36.17
Ligustrum recurvifolium	7 gallon	\$ 36.66
Ligustrum sinensis 'Variegated'	3 gallon	\$ 16.49
Liriope 'Emerald Goddess'	1 gallon	\$ 5.31
Liriope 'Super Blue'	1 gallon	\$ 5.10
Liriope, Variegated 'Aztec Grass'	1 gallon	\$ 4.89
Mondo Grass (<i>Ophiopogon spp.</i>)	1 gallon	\$ 4.93
Mondo Grass, Dwarf (<i>Ophiopogon spp.</i>)	1 gallon	\$ 4.97
Muhly Grass	3 gallon	\$ 10.43
Nandina domestica 'Harbor Dwarf'	1 gallon	\$ 7.82
Nandina domestica 'Harbor Dwarf'	3 gallon	\$ 14.54
Nandina domestica, regular	3 gallon	\$ 11.98
Nandina domestica, regular	7 gallon; 28" + ht. x 2' spr; 3 canes min	\$ 35.98
Nandina 'Firepower Dwarf'	3 gallon	\$ 13.09
Nandina 'Gulf Stream Dwarf'	3 gallon	\$ 14.84
Needle Palm	7 gallon	\$ 93.23
Osmanthus fragrans	3 gallon	\$ 14.08
Pampas Grass	3 gallon	\$ 11.11
Paspalum quadrifarium	3 gallon	\$ 10.97
Pennisetum Fountain Grass, Green or Red	3 gallon	\$ 11.30

Perennial peanut 'Ecoturf'	1 gallon	\$ 5.38
Philodendron, Split-leaf (<i>Selloum spp.</i>)	3 gallon	\$ 11.54
Philodendron, Split-leaf (<i>Selloum spp.</i>)	7 gallon	\$ 36.34
Philodendron, Xanadu	3 gallon	\$ 15.29
Pittosporum, green compact	3 gallon	\$ 11.01
Pittosporum, variegated compact	3 gallon	\$ 10.87
Plumbago	3 gallon	\$ 10.72
Podocarpus	3 gallon	\$ 11.17
Podocarpus macrophyllus	7 gallon	\$ 37.15
Podocarpus macrophyllus B&B/cont	5' minimum ht x 24-36" spread	\$ 170.82
Podocarpus 'Pringles'	3 gallon	\$ 13.32
Podocarpus 'Pringles'	7 gallon	\$ 49.18
Roses, Drift	3 gallon	\$ 19.41
Roses, Knockout	3 gallon	\$ 19.34
Rosemary	1 gallon	\$ 6.71
Sabal minor	3 gallon	\$ 26.48
Sabal minor	7 gallon	\$ 71.43
Sabal minor	15 gallon	\$ 160.33
Serenoa repens	7 gallon	\$ 72.97
Serenoa repens	15 gallon	\$ 153.33
Society Garlic	1 gallon	\$ 4.68
Stromanthe	3 gallon	\$ 44.45
Thryallis (<i>Galphimia glauca</i>)	3 gallon	\$ 11.91
Variegated Dianella-Flax Lily	1 gallon	\$ 5.82

Variegated Dianella-Flax Lily	3 gallon	\$ 13.45
Viburnum odoratissimum	3 gallon	\$ 10.68
Viburnum odoratissimum	7 gallon	\$ 35.92
Viburnum odoratissimum	15 gallon	\$ 88.77
Viburnum odoratissimum	30 gallon/B&B	\$ 187.45
Viburnum suspensum	3 gallon	\$ 10.93
Viburnum suspensum	7 gallon	\$ 38.47
Wax Myrtle	15 gallon 4-5'	\$ 98.15
Wax Myrtle	25 gallon 5-6'	\$ 192.16
Dwarf Wax Myrtle - var. pumila	3 gallon	\$ 12.51
Dwarf Wax Myrtle - var. pumila	7 gallon	\$ 43.47
Yellow Anise	7 gallon, 30"+ ht 18-24" spread	\$ 36.25
Trees		
Bald Cypress	30g	\$ 210.00
Bald Cypress B&B	12ft	\$ 410.00
Crape Myrtle - multi trunk, various colors	multi trunk #30 B&B 9' + ht x 5' spread	\$ 259.66
Crape Myrtle Standard	65 gal 10-12' 5' spread	\$ 464.87
Date Palm Canary	10-12' up to nut	\$ 7,216.77
Date Palm Medjool	12' to first frond	\$ 6,353.47
Date Palm Medjool	16' to first frond	\$ 7,847.41
Date Palm Sylvester	12' to first frond	\$ 5,024.25
Date Palm Sylvester	16' to first frond	\$ 7,029.49
East Palatka Holly	30 gallon 8' ht x 4' spread 2" cal min, straight trunk	\$ 233.41

European Fan Palm, multitrunk	15 gallon	\$ 145.29
European Fan Palm, multitrunk	30 gallon	\$ 255.39
Japanese Blueberry (<i>Elaeocarpus decipiens</i>)	15 gallon	\$ 136.56
Ligustrum Tree-type	B&B 8 ½' + ht x 7' spr, multi trunk 4' min open below	\$ 584.19
Live Oak	B&B 3 ½" - 4" caliper	\$ 777.50
Live Oak	B&B 4" caliper	\$ 825.00
Live Oak	B&B 6" caliper	\$ 1,537.50
Live Oak	B&B 8" caliper	\$ 2,880.93
Magnolia 'Little Gem'	30 gallon	\$ 228.97
Magnolia 'Little Gem' 3" caliper	45 gallon or B&B	\$ 474.46
Magnolia 'Southern'	30 gallon	\$ 287.00
Magnolia 'Southern'	45 GALLON	\$ 550.00
Magnolia 'Southern'	65 gallon or B&B	\$ 617.40
Mule Palm (<i>Butia x Queen hybrid</i>)	10' to first live frond	\$ 1,533.33
Nellie Stevens Holly	30 gallon 6-8' ht x 4-6' spread	\$ 231.59
Pindo Palm (<i>Butia capitata</i>)	6-8' CT full head	\$ 2,050.16
Red Maple	30g	\$ 233.57
Red Maple (<i>Acer Rubrum</i>)	2 ½" - 3" caliper	\$ 456.50
Ribbon Palm (<i>Livistona decipiens</i>)	6-8' to first live frond	\$ 838.00
Ribbon Palm (<i>Livistona decipiens</i>)	12-14' to first live frond	\$ 1,515.67
River Birch Cont/B&B 12-14' x 6' spr, multi trunk (BNMTF) 'Dura-heat'	12-14' ht. x 6' spr. multi trunk	\$ 349.42
Sabal Palm	10' to 16' ct	\$ 273.33
Sabal Palm - Root enhanced	4-8' CT	\$ 383.50

Sabal Palm - Root enhanced	10-22' CT	\$ 471.30
Sabal Palm - Root enhanced	24-30' CT	\$ 621.50
Sabal Palm - Root enhanced	32-40' CT	\$ 732.80
Sand Pine	15 gallon	\$ 150.00
Sand Pine	30 gallon	\$ 1,225.00
Shumard Oak	3" caliper	\$ 481.78
Shadows Female Yaupon Holly (4-5' spread)	30 gallon	\$ 260.21
Slash Pine	15 gallon	\$ 150.00
Slash Pine	30 gallon	\$ 1,225.00
Sweetgum	30 gallon	\$ 221.43
Sweetgum (<i>Liquidambar styraciflua</i>)	2 ½" - 3" caliper	\$ 435.67
Walters Viburnum	6' ht. x 4' spread	\$ 221.00
Washingtonia Palm	12' clear trunk	\$ 596.84
Weeping Willow	30g	\$ 220.83
Weeping Willow	2 ½" - 3" caliper	\$ 458.50
Weeping Yaupon var. pendula	15 gallon	\$ 143.67
Weeping Yaupon var. pendula	30 gallon; 9'+ ht x 4 ½' spr. Multiple trunks	\$ 265.50
Winged Elm (<i>Ulmus alata</i>)	2 ½" - 3" caliper	\$ 450.05
Winged Elm (<i>Ulmus alata</i>)	3 ½" - 4" caliper	\$ 699.17
Turf		
Empire' Zoysia R&R installed	square foot	\$ 0.81
Floritam' St Augustine R&R installed	square foot	\$ 0.77
Seville'/'Bitter Blue' St. Augustine R&R installed	square foot	\$ 0.81
Bahia sod R&R installed	square foot	\$ 0.64

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

HOURLY RATE: Equipment

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

WARRANTY

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

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

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

Brandon Ray, Vice President
Authorized Agent Name, Title (Print)


Authorized Signature

4/22/2018
Date

Name of Proposer's Firm:

Cepira Landscape, LLC

This document must be completed and returned with your Submittal

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Dr. MLK Jr. Park Basketball Court Resurfacing in the Amount of \$23,680.00**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: Vendor/Entity:
Effective Date: Termination Date:
Managing Division/Department:

BUDGET IMPACT: This item is budgeted in the CIP projects in account 301-572-60-6303.

HISTORY/FACTS/ISSUES:

The basketball court foundation at Dr. Martin Luther King Jr. Park is cracked on the majority of the surface. This repair will include pressure washing, patching any depressions, and final resurfacing with a fiberglass membrane and acrylic colored concrete.

Four companies were contacted to produce a quote: AAA Court Construction, Nidy Sports, Elite Court Construction, and Sport Surfaces. Of those four, only two responses were received. Nidy Sports responded, but is not able to repair the cracked concrete, only resurface the court. The second response received was from Sport Surfaces, which is able to complete the project in its entirety via the attached proposal. The other two companies have not responded after repeated emails and contact attempts. Staff's goal is to have this project completed prior to hosting the Splashpad Grand Opening ceremony.

This project in the CIP budget was approved for \$100,000.00 which will be used to resurface the courts, replace the light fixtures, and replace the backboards.

October 20, 2022

Attn: Amanda Salazar
City of Wildwood
100 N Main Street
Wildwood, FL 34785

Re: MLK Park

Dear Amanda,

Thank you for expressing interest in having Sport Surfaces surface your full basketball court.

Here at Sport Surfaces, we believe that the key to successful business is having the right product/service at the right time, offering the best quality for the lowest price. We back this up with a two-year warranty unlike most of our competitors who only offer a one-year warranty. We are continually striving to be the most innovative, creative, service minded company in the tennis industry.

We have over 100 years of combined experience and our highly skilled technicians are trained to perform all phases of athletic court construction, resurfacing and maintenance.

Sport Surfaces has installed top quality athletic courts right in your neighborhood and all over the world. Our Company has a long list of satisfied customers ranging from Disney to top seated players.

In addition, we carry a full line of sport court equipment, accessories, and lighting products.

Please let us know if you have any questions or comments. For more detailed information about our services and products, please visit our web page at **www.sportsurfaces.com**.

We look forward to hearing from you and the possibility of doing business with you. Our reputation and work history guarantee you have made the right decision.

Sincerely,

Adam Jenne

Adam Jenne
Sport Surfaces, LLC.

PROPOSAL/AGREEMENT

October 20, 2022

CUSTOMER

City of Wildwood
100 N Main Street
Wildwood, FL 34785

SITE

Martin Luther King Jr. Park
600 Walker Road
Wildwood, FL 34785

Agreement made between Sport Surfaces, LLC., hereinafter called the Contractor, and City of Wildwood, hereinafter called the Customer, for the surfacing of your two full court basketball surfaces with respect to the following terms and specifications:

COURT PREPARATION: Area to be approximately: 50' x 210'

The Contractor will pressure clean and power blow court as necessary to remove loose dirt, mildew, and oil.

The Contractor will patch depressions greater than 1/8" after 1 hour drying time in sunlight, grind down any ridges as necessary and fill existing cracks as best as possible prior to surfacing.

Note: Court must have a minimum of 1% slope in one plane to guarantee removal of water.

SURFACING OF BASKETBALL COURT

The Contractor will apply fiberglass membrane over the entire court surface using the wet-on-wet method.

The Contractor will apply (2) Coats of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

The Contractor will apply (2) Coats of Acrylic Color Concentrate (two-tone), to provide in-depth color over court surface.

Overall court color choice _____ Key color choice _____

(Colors may be selected by visiting <https://sportsurfaces.com/design/surface-color-selector/>)

The Contractor will accurately locate, mark, and paint two-inch-wide playing lines in accordance with high school regulations using white, textured, heavy-bodied, acrylic latex paint.

The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

FEE

The Contractor agrees to provide tools, materials, labor, supervision, and insurance to complete the above work for a sum of

****** TWENTY-THREE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$ 23,680.00) ******

*All prices are in US Dollars. Prices are subject to change after ninety days. Our bid prices are based upon you providing adequate access and storage areas.

October 20, 2022

City of Wildwood
100 N Main Street
Wildwood, FL 34785

PROVISIONS

The Customer agrees to pay a 33% deposit upon acceptance of proposal.

The Customer agrees to pay 33% upon commencement.

The Customer agrees to balance upon completion of the above-proposed work.

GUARANTEE

The Contractor guarantees all work against defects in workmanship or materials for a **period of (2) years** from date of completion. This guarantee excludes normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, structural cracks, asphalt shrinkage cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc., will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

PRIVACY/TERMS AND CONDITIONS

Customer agrees that by signing the below contract they agree to abide by our privacy / terms and conditions which can be found on our website: <https://sportsurfaces.com/terms-and-conditions/>

CREDIT

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be accomplished if installment payments are not made at the time specified. In the event it is necessary to employ the services of an attorney to secure payment, as per the terms of this agreement, then the customer agrees to pay reasonable attorney fees. Interest of 1 ½ % per month will be charged on accounts past due

Total Price with Options: \$ _____

Respectfully submitted by: Adam Jenne

Adam Jenne
Sport Surfaces, LLC.

Proposal accepted by: _____

Date: _____



Amanda Salazar

From: Chris Tappan <ctappan@nidycompany.com>
Sent: Friday, December 9, 2022 12:07 PM
To: Amanda Salazar
Subject: RE: Nidy Sports Construction - Follow Up

*****CAUTION:** This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.***

I was able to make it out to the two locations. The courts are in rough shape. All we would essentially be doing is applying the color coating to the surface.

We would not be able to do any concrete or crack repair. If you are fine with that, I can send over the proposals.

Thanks!

Chris Tappan
Nidy Sports Construction
751 General Hutchison Parkway
Longwood, FL 32750
321-377-7593 Cell
407-330-9466 Office
~~407-330-9343 Fax~~
License #: CBC 1261000



Please visit our website at: www.NIDYSPORTS.com

From: Amanda Salazar [mailto:asalazar@wildwood-fl.gov]
Sent: Wednesday, December 7, 2022 9:57 AM
To: Chris Tappan <ctappan@nidycompany.com>
Subject: RE: Nidy Sports Construction - Follow Up

Hi Chris,

I apologize for not following up sooner—were you able to come out and give a quote for the courts at MLK Park? I can't find it in my email if you did.

Thank you,



Amanda Salazar, MPA, CPRP
Director of Parks & Recreation
City of Wildwood
Phone: 352-461-0134
asalazar@wildwood-fl.gov

From: Chris Tappan <ctappan@nidycompany.com>
Sent: Tuesday, October 11, 2022 5:12 PM
To: Amanda Salazar <asalazar@wildwood-fl.gov>
Subject: Nidy Sports Construction - Follow Up

*****CAUTION:** This email originated from outside of the city. Do not click on any links or open any attachments unless you recognize the sender and are certain the content is safe.***

Good Afternoon,

I can be by next Tuesday if you can pass along the address for the courts.

Thanks!

Chris Tappan
Nidy Sports Construction
751 General Hutchison Parkway
Longwood, FL 32750
321-377-7593 Cell
407-330-9466 Office
407-330-9343 Fax
License #: CBC 1261000



Please visit our website at: www.NIDYSPORTS.com

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Dr. MLK Jr. Park Light Fixtures Retrofitting and Installation in the Amount of \$60,330.00**

REQUESTED ACTION: Staff recommends approval.

CONTRACT: RFP2019-02 Vendor/Entity: Gibson Electric
Effective Date: 10/15/2022 Termination Date:
Managing Division/Department: Parks & Recreation

BUDGET IMPACT: This item is budgeted under the CIP line item for MLK Park basketball court, account number 301-572-60-6303.

HISTORY/FACTS/ISSUES:

The lights at Dr. MLK Jr. Park basketball courts are currently not in use. Though power is connected, there are no bulbs installed. This project will replace the current wooden light poles with the concrete poles recently donated by SECO. They will be retrofitted with LED lights, which are more luminous and energy efficient, and will be positioned in a way not to disrupt the surrounding homes when in use. Additionally, fewer poles will be needed to complete the project due to the upgrade in materials. Additional mounts will also be added to the backside to better illuminate the playground, extending the hours it can be used. The lights will continue to be controlled by a button on a timer that anyone in the community can use when needed. Staff will be utilizing Gibson Electric for the project under the attached contract obtained through RFP#2019-02. Based on the scope of work provided, Gibson Electric has submitted a quote of \$60,330.

Date: December 6, 2022

Proposal Submitted to: City of Wildwood
Attention: Amanda Salazar
Address: 100 N Main St, Wildwood, FL 34785
Phone: 352-330-1333 Fax: _____
Project Name: City of Wildwood MLK Park Lights
Engineer: _____ Date of Plans: _____
Acknowledge Receipt of: Addenda

SCOPE OF WORK

1. Remove existing light poles and light fixtures. Save old poles and leave on site for City of Wildwood.
2. Install provided concrete light poles with off road crane.
3. Furnish and install new LED light fixtures and mounting hardware on new poles.
4. Trench all pole bases and paths for underground power.
5. Furnish and install all conduit underground for new poles.
6. Furnish and install all wire for new lights.
7. Furnish and install new timeclock with locking enclosure.
8. Power provided by existing panel on site.
9. Rental equipment included.
10. Permit included.
11. Taxes included.

Labor – 250hrs x \$60.00/hr = \$15,000.00

Material - \$30,890.91 + Markup (10%) \$3,089.09 = \$33,980.00

Crane - \$5,500.00 + Markup (10%) \$550.00 = \$6,050.00

Trencher – 40 hrs x \$125.00 = \$5,000.00

Permit - \$300.00

Excluded From quote:

- Painting
- Cutting and patching
- Replacement of landscape
- Fire alarm/ Fire alarm raceways
- Building fire suppression system
- Transformer pad or any associated utility fees
- Fencing
- Roof penetrations or patching
- Motor starters
- Generator connections
- Temporary power or lighting
- Dumpsters or associated or implied fees

BASE BID: \$60,330.00

Our amount herein will remain valid for **30** Days, as limited by suppliers chosen in the assessment within the frame calculations determined in this quotation.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work the work as specified.

Payment will be made as outlined below.

Interest is assessed on any account balance after thirty (30) days from the earlier of the date of invoice or date of statement at the rate of 1.5% per month, both prejudgment and post judgment. The parties hereto consent and agree to a security whether or not incorporated into a structure, to secure payment for the work herein described. In the event it becomes necessary to enforce collection of any sums due hereunder, regardless of whether suit is initiated, Gibson Electric shall be entitled to collect all costs and expenses of collection, including a reasonable attorney's fees, and if necessary, fees incurred in any bankruptcy proceedings. As additional consideration for this agreement the parties hereto mutually agree to waive a trial by jury in any action or proceeding (including, without limitation, all complaints, counterclaims and third-party claims), arising from or relating to, directly or indirectly, the making, interpretation administration or enforcement of this agreement.

2695 NW 4th Street · Ocala, FL 34475 · www.GEFlorida.com888.752.2733 · O: 352.351.0145 · F: 352.351.0219 · EC0000651 · An **InTec** Company

SIGNATURE: _____
DATE OF ACCEPTANCE: _____

City of Wildwood Electrical Service Agreement

THIS AGREEMENT is made this 14th day of October, 2019, by and between City of Wildwood (hereafter referred to as "City"), whose address is 100 N Main Street, Wildwood, Florida 34785, and Gibson Electric (hereafter referred to as "Contractor"), whose address is 2695 NW 4th Street, Ocala, FL 34475.

RECITALS

WHEREAS, the City has need of professional services for Electrical Services and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Contractor, based on the Contractor's response to RFP # 2019- 02 – Request for Proposals for Electrical Services

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

1. The relationship of the Contractor to the City will be that of a professional contractor to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Contractor's profession, and Contractor will endeavor to provide to the City prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as the Electrical Services Contractor, and will work with the City to provide said services in accordance with the scope of services outlined in RFP # 2019-02.
3. Contractor agrees to prepare and complete a report to the City, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled City Commission meeting.
4. The term of this Agreement shall commence on October 15th, 2019 and continue in full force through October 15th, 2022, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Contractor, Contractor shall furnish to the City on a monthly basis an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized

by the City during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule (Exhibit A). Contractor shall compute the total amount due for the preceding month and all amounts due Contractor shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the City pursuant to this Agreement are and remain the property of the City as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Contractor shall be made available to the City upon request and shall be considered public records, pursuant to F.S. 119.0701.
- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The City shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 2019-02, naming City as an additional insured in each such policy.
- f. Upon Contractor's written request, the City will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and City mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The City and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the City nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the City which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the City on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the City, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between City and Contractor and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. Vendor's RFP Documents
- c. Permits / Licenses
- d. All RFP Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued
- f. Services hourly rates, as attached to this contract.

10. The Contractor agrees to indemnify and hold harmless the City of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

11. Contractor, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the City and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the City, except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the City and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the City.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing it's rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the City in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. Contractor shall immediately notify City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the City.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE CITY

Name: Jason McHugh

Address: 100 N Main Street, Wildwood, FL 34785

Title: City Manager

Date: _____

FOR THE CONTRACTOR

Name: Louie F Wise III

Address: 2695 NW 4th Street, Ocala FL 34475

Title: President

Date: 10/09/19

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: Cassandra Smith

CITY OF WILDWOOD

Ed Wolf

By: Ed Wolf, Mayor

Date Signed: 10/14/2019

ATTEST:

By: _____

Contractor

Louie F Wise III

By: Louie F Wise III

Date Signed: 10/09/19

FORM 2

BID FORM

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by City for the duration of the three (3)-year term contract.

JOB CLASSIFICATION	REGULAR HOURS HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	\$ 100.00	\$ 125.00
Journeyman/Supervisor	\$ 60.00	\$ 85.00
Apprentice/Laborer	\$ 30.00	\$ 55.00
Permit Fee Reimbursement	<u>At Actual Cost</u>	

EQUIPMENT WITH OPERATOR	HOURLY RATE
Bucket Truck or Lift	\$ 175.00
Auger w/ Pole Setter	\$ 300.00
Trencher	\$ 125.00
	\$
	\$

PARTS & MATERIALS MARK-UP	PERCENTAGE
Percentage (Not to exceed 10%)	10%

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Contractors will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.
3. Costs for additional equipment rates can be included in rows provided under EQUIPMENT WITH OPERATOR table.

If requested by City, Contractor must return any damaged parts to City after performing repairs.

Authorized Signatory: _____

 (Signature)

 President
 Title: _____



August 10, 2022

RE: Renewal RFP#2019-02

To Whom It May Concern:

Please take this letter as our acceptance to renew our contract (RFP#2019-02) for another one year period starting October 15th, 2022.

Please let us know if you need anything further.

Thank you,

A handwritten signature in black ink, appearing to read "M. Hughes", with a long, sweeping horizontal line extending to the right.

Marcella Hughes,

Controller