INVITATION TO BID

FOR

Executive Golf Course Renovation Projects – Various Locations

ITB #26B-042

Issued By:

Village Community Development Districts
Executive Golf
Crystal Ford-Bellamy, Senior Procurement Agent
3571 Kiessel Road
The Villages, FL 32163

Phone: (352) 751-6700 Ext: 3252 * Fax (352) 751-6715
www.districtgov.org
crystal.ford@districtgov.org

Date of Issue: Friday, October 9, 2026
Due Date/Time: Tuesday, November 3, 2026 at 3:00 pm

CALENDAR OF EVENTS / BID TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Department. If the Purchasing Department finds it necessary to change any of these dates or times prior to the Bid due date, the change will be accomplished by addendum.

Issue ITB	October 9, 2026
On-Site Pre-Bid Conference (Mandatory)	October 15, 2026, 10:30am Large Conference Room located at 3571 Kiessel Road The Villages, FL 32163
Last Day for Questions	October 22, 2026, 4:00pm
ITB Submittals Due	November 3, 2026, 3:00pm Purchasing Office 3571 Kiessel Road The Villages, FL 32163
Public Opening (Non-Mandatory)	November 3, 2026, 3:15pm Large Conference Room located at 3571 Kiessel Road The Villages, FL 32163 Microsoft Teams Meeting ID: 283 542 515 130 222 Passcode: xA6FR7mb Teleconference +1 (872) 239-8225 Phone Conference ID: 533 019 027#
District Board Approvals	*Next Regularly Scheduled Meeting after all Pertinent Forms and Documents are Complete and Ready for Board Review/Approval

Americans with Disabilities Act (ADA)	*In accordance with the Americans with Disabilities Act (ADA), any person requiring a reasonable accommodation to participate in District meetings should contact the Purchasing Department at least five (5) calendar days prior to the meeting.

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Attachments:

A - Exhibit A - Hawkes Bay Executive Golf Course

B - Exhibit B - Oakleigh Executive Golf Course

C - Exhibit C - Southern Star Executive Golf Course

D - Exhibit D - Tarpon Boil Executive Golf Course

E - Exhibit E - Yankee Clipper Executive Golf Course

1. REQUIRED DOCUMENTS CHECKLIST

This standardized check list has been provided to assist the Respondents with the submission of the Bid package. This check list cannot be construed as identifying all required submittal documents for this project. Respondents remain responsible for reading the Bid information in its entirety to ensure compliance. Manipulating or altering any of these forms may result in the Bid as being non-responsive.

- Bid Cover Page – Signed and Completed
- Respondents Statement of Experience, Equipment and Personnel & References for Similar Projects - Notarized
  - List five (5) references of similar size and scope, as described in the “Scope of Work”
  - Must have a minimum of ten (10) years experience performing Golf Course Renovations
- W-9 – Signed and Completed
- Disclosure of Sub-contractors, Sub-consultants and Suppliers – signed and/or information completed - Signed and/or Completed
- If applicable, Sub-Contractors Statement of Experience, Equipment and Personnel & References for Similar Projects - Notarized
- Excel Bid Form(s) submitted in correct format, accurate calculations - Signed and Dated.
  NOTE: All price information to be used in the Bid review must be submitted on this Bid form, as is. Manipulating or altering this Bid form may result in this bid being non-responsive. Any exception or deviation from this Bid Form should be included in the Exceptions and Deviations Form to be considered separately.
  - One (1) VCCDD Bid Form
  - One (1) SLCDD Bid Form
  - One (1) Bid Grand Total Form
  - One (1) Supplemental Services Form
- Exceptions / Deviations Page – Signed
- Bidder’s Certification – Addenda Acknowledged & Signed
- Certification Regarding Scrutinized Companies’ List - Signed
- Drug Free Workplace Certificate – Signed & Notarized
- Anti-Collusion Form - Signed
- Insurance Requirements - Signed
- Certificate of Insurance or Insurance Letter - Informational
- Statement of Terms and Conditions – Signed
- Wildlife Habitat Management Plan – Signed
- Human Trafficking Affidavit - Signed & Notarized
- Copy of Required/Applicable Licenses or Certifications per specifications
  - Golf Course Builder's Association of America (GCBAA) certification
- Bonding Requirement Form - Signed

- Bid Bond (5% of bid/proposal amount) REQUIRED WITH SUBMITTAL
- Performance Bond Surety Letter REQUIRED WITH SUBMITTAL
- AIA G703 or Equivalent Cost Breakdown and Project Schedule
- Electronic submittal via OpenGov or a Physical submittal with required number of copies (one (1) original and one (1) copy (for a total of 2) and one (1) electronic copy on a new USB flash drive)

This checklist shall not be construed as a complete list. Vendor is responsible to ensure all requirements of the solicitation are completed.

2. INTENT AND GENERAL INFORMATION

2.1. INVITATION TO BID

The Villages Community Development Districts is requesting bids for Executive Golf Course Renovation Projects - Various Locations. Sealed bids will be received by the Purchasing Department located at 3571 Kiessel Road, The Villages, Florida 32163, bid packets can also be submitted electronically via the **OpenGov Procurement Portal**, and will be accepted until 3:00pm on November 3, 2026 for "ITB #26B-042". Only the vendors' names of all timely received bids shall be read aloud and recorded at the Public Opening. Suppliers have the option to receive the bid results by submitting a Public Records request to the District Clerk's office DistrictClerk@DistrictGov.org. A Notice to Respondents including the bid results will also be issued within 2-3 business days and will be posted on both OpenGov and the District websites.

Respondents shall take careful notice of the following conditions of this Invitation to Bid:

- Submissions by fax, email or other electronic media **(excluding OpenGov)** will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace bids at any time until the deadline for submission of bids.
- All questions received by 4:00pm on October 22, 2026 will be considered. Questions will not be answered over the phone. Questions must be in writing and emailed to Crystal Ford-Bellamy at crystal.ford@districtgov.org or submitted through the OpenGov Procurement Portal at https://procurement.opengov.com/portal/districtgov/projects/312169

2.2. MINIMUM REQUIREMENTS

Minimum Requirements

To be considered responsive and eligible for award, Respondents must meet all of the minimum requirements listed below. Failure to meet any minimum requirement may result in rejection of the submittal as non-responsive or the Respondent as non-responsible.

Experience

- Respondent must have a minimum of ten (10) years of experience performing golf course renovation projects of similar size and scope.
- Respondent must have successfully completed at least five (5) golf course renovation projects of similar scope and complexity within the past two (2) years.

Professional Association

- **GCBAA Certification:** At the time of bid submission, the Respondent must be a current GCBAA Certified Builder in good standing and must maintain that status throughout the term of the Agreement. The Respondent shall provide documentation of its certification with its Bid.

Licensing and Insurance

- Respondent must hold and maintain all required licenses necessary to perform the work described herein.
- Respondent must carry and maintain insurance in the types and amounts required by the Agreement and provide proof upon request.

Capacity and Staffing

- Respondent must demonstrate the ability to provide sufficient qualified personnel, supervision, equipment, and resources to perform the work in accordance with the Scope of Services, including the ability to manage concurrent projects, if awarded.

Turnkey Capability

- Respondent must demonstrate the ability to provide a fully turnkey solution, as defined in the Scope of Services.

2.3. MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid conference will be held on October 15, 2026 promptly at 10:30 am. Interested Contractors are to meet at: 3571 Kiessel Road, The Villages, FL 32163 (Large Conference Room).

Respondents are required to attend the MANDATORY on-site pre-bid conference for a clear understanding of the project. Only those Respondents who are present at the MANDATORY on-site pre-bid conference will be permitted to submit a bid in response to this solicitation. Respondent's failure to attend the MANDATORY on-site pre-bid conference shall result in the non-acceptance/rejection of a bid submittal from Respondent. For directions, please contact Crystal Ford-Bellamy at crystal.ford@districtgov.org.

In accordance with the Americans with Disabilities Act (ADA), any person requiring a reasonable accommodation to participate in District meetings should contact the Purchasing Department at least five (5) calendar days prior to the meeting by email at crystal.ford@districtgov.org or by phone at (352) 751-6700.

2.4. ON-SITE VISITS

Respondents are encouraged to visit the location(s) to get a better understanding of what is required and the location of the project.

2.5. FORMS & SPECIFICATIONS

Submitters are required to use the official “BID FORMS”, and all documents itemized herein are to be submitted. Any variation from the minimum specifications must be clearly stated on the BID FORMS and explained in detail on the EXCEPTION / DEVIATION FORM.

Bids may be subject to rejection if, in the sole opinion of the District, there is a serious omission, unauthorized alteration of a Bid Form, an unauthorized alternative bid or Supplemental Bid Item, an incomplete or unbalanced unit price for a Supplemental Bid Item, or irregularities of any kind. The District may reject as non-responsive any Bid where the Respondent fails to acknowledge receipt of Addenda as prescribed.

2.6. HOW TO SUBMIT A BID

Submitters may submit bids electronically through the OpenGov Procurement Portal or by submitting a sealed hard-copy bid package as described below.

Electronic Submission:
Bids may be submitted electronically through the OpenGov Procurement Portal at the link provided in this solicitation. All required Bid Forms and documents must be completed and included with the electronic submission.

Hard-Copy Submission:
Submitters electing to submit a hard-copy bid shall provide one (1) original, one (1) copy, and one (1) electronic copy on a new USB flash drive. The complete bid package must include all required documents identified in this solicitation and

must be submitted in a sealed envelope or package prominently marked with ITB #26B-042, along with the name and address of the Submitter.

The original bid shall contain original signatures and shall be clearly marked "ORIGINAL" on the cover. The bid submittal should be neat and professional in appearance and appropriately bound based on the thickness of the documents.

Hard-copy bids may be mailed or hand-delivered to:

Purchasing Department
3571 Kiessel Road
The Villages, FL 32163

All bids, whether submitted electronically or in hard-copy format, must be received by the date and time specified in the solicitation timeline.

2.7. PUBLIC BID OPENING

Bids received by the submission deadline will be publicly opened and read aloud on November 3, 2026 at 3:15pm at 3571 Kiessel Road The Villages, FL 32163. The public may attend the bid opening in person.

The public opening is for the purpose of recording the names of the Bidders and the amounts submitted. No award decision will be made at the public opening. All bids will be reviewed after the opening for responsiveness, responsibility, and compliance with the requirements of this solicitation.

Bids received after the submission deadline will not be accepted or opened.

In accordance with the Americans with Disabilities Act (ADA), any person requiring a reasonable accommodation to participate in District meetings should contact the Purchasing Department at least five (5) calendar days prior to the meeting by email at crystal.ford@districtgov.org or by phone at (352) 751-6700.

2.8. RESPONDENT RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their bid submittals. The Purchasing Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Any envelopes, boxes, or packages, which are not properly labeled, identified, and prominently marked with the sealed bid identification, may be inadvertently opened upon receipt, thereby invalidating such bids and excluded from the official bid opening process.
- Invitation by the Villages Community Development Districts to Respondents is based on the recipient's specific request and application to https://procurement.opengov.com/portal/districtgov or as the result of response by the public to the legal advertisements required by State and District law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.
- A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- Bid submittals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the sole discretion of the District.

- Any Respondent opting not to bid shall submit a no-bid response electronically via the **OpenGov Procurement Portal** and select the "No Bid" option.

2.9. EXAMINATION OF BID DOCUMENTS

Each Respondent shall carefully examine the Drawings and/or Specifications and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Respondent will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the Drawings and/or Specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the Purchasing Department, in writing.

2.10. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

The base work shall be priced as a total lump sum for each golf course in accordance with the Scope of Services and Bid Forms. Unit pricing shall apply only to separately identified Supplemental Bid Items, including supplemental drainage work. Estimated quantities for those Supplemental Bid Items are approximate and shall be used for bid comparison as specified in the Bid Documents. Actual authorized quantities may increase or decrease without changing the accepted unit prices. These quantity provisions shall not convert the base lump-sum work to unit-price work or independently authorize an adjustment to a golf course's base lump-sum price.

2.11. PRICING BASIS AND ESTIMATED QUANTITIES

The Respondent shall submit a total lump-sum price for each golf course covering all base work required by the Contract Documents. Any quantities stated for the base work shall not establish a unit-price payment basis. Adjustments to the base lump-sum price shall be made only through a written change order in accordance with the Agreement.

Supplemental Bid Items: The Respondent shall separately provide unit pricing for the Supplemental Bid Items identified in the Scope of Services and Bid Forms, including supplemental drainage work. Such items shall be excluded from the base lump-sum price. Estimated quantities for Supplemental Bid Items do not guarantee that any quantity will be authorized. Supplemental work shall be performed only upon the District's written authorization in accordance with the Agreement. Payment shall be based on the actual quantities authorized, installed, measured, and accepted by the District, multiplied by the applicable accepted unit prices. The accepted unit prices shall remain firm for the duration of the Agreement unless modified by a written change order.

2.12. ALTERNATES

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in preparing the bid, except as hereinafter provided.

2.13. CHANGES/MODIFICATIONS

The District reserves the right to order changes in the Scope of Services in accordance with the Agreement. Changes to the base lump-sum work shall be documented by written change order identifying the revised work and any agreed adjustment to the applicable golf course's lump-sum price and completion time.

For authorized changes involving separately priced Supplemental Bid Items, price adjustments shall be calculated using the applicable accepted unit prices and the quantities added or deducted. Where no applicable unit price exists, the adjustment shall be established in accordance with the Agreement and documented by written change order. Unit prices for Supplemental Bid Items shall not automatically apply to changes in the base lump-sum work.

2.14. GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with the District's Purchasing Policies and Procedures, District resolutions, District rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of Agreement, Agreement management or any other activity associated with this solicitation and the subsequent work required of the successful Respondent. Any Respondent receiving an award from this solicitation must comply with all Governing Laws and Regulations and be responsible for the compliance of such by any and all subcontractors. Any and all work performed under the resultant contract requiring any State licensing or certification must be performed by workers meeting those requirements.

2.15. SUBCONTRACTOR'S INFORMATION AND QUALIFICATIONS

Contractor is responsible for verifying each Subcontractor's satisfactory performance on previous projects. Failure to do so may impact the District's determination of Contractor's responsibility.

The District will notify Contractor in writing if, after due investigation, it has a reasonable objection to any Subcontractor, Subconsultant or Supplier identified on the DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS FORM. Contractor shall propose an acceptable replacement for the District's approval.

No increase in the Contract Amount or extension of the project completion time will be allowed unless Contractor demonstrates that the replacement will result in a substantial increase in cost or time required to complete the project. In such circumstances, Contractor may request an equitable adjustment to the Contract Amount or project completion time. Contractor shall provide all documentation requested by the District to substantiate the requested adjustment.

The District's failure to object to any listed Subcontractor, Subconsultant or Supplier shall not constitute a waiver of the District's right to reject defective work, materials or equipment, or any work, materials or equipment that do not conform to the Contract Documents.

If Contractor proposes to add, replace or remove a previously listed Subcontractor, Subconsultant or Supplier, Contractor shall submit written justification and obtain the District's written approval before implementing the change.

2.16. BLACKOUT PERIOD

In accordance with Florida Statute 287.057(25), Respondents to this Solicitation, or persons acting on their behalf, may not contact, between the Issue Date of the Solicitation and the end of the seventy-two (72) hour period following the District's posting of the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, any individual involved in this Solicitation, including, but not limited to, District Staff, Board Supervisors, District Consultants, evaluation committee members, subject matter experts, or any other individual involved in the development, preparation, evaluation, administration, recommendation, approval, or award of this Solicitation, concerning any aspect of this Solicitation, except in writing through the District Purchasing Department. Violation of this provision may be grounds for rejection of a response.

2.17. FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the District, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for the succeeding fiscal periods shall be subject to appropriation by the District of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the Supplier shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

2.18. TAX EXEMPT STATUS

The Village Community Development Districts are special purpose governmental agencies under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a Supplier in connection with its contract obligations. Supplier shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

2.19. DIRECT PURCHASE BY OWNER

Each Respondent shall include all applicable sales and use taxes in its Bid for materials, supplies, and equipment required to perform the Work.

The applicable District may, at its discretion and in accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, directly purchase eligible materials and supplies to be incorporated into the golf course renovation projects. The Contractor shall cooperate with the District in implementing any authorized direct purchases.

The Contractor shall identify proposed materials, quantities, vendors, negotiated prices, and delivery requirements and provide the information necessary for the District to prepare purchase orders. All direct purchases must be authorized and documented before the Contractor purchases the materials.

The District shall issue purchase orders directly to the selected vendors and provide its Florida Consumer's Certificate of Exemption and a separate Certificate of Entitlement for each purchase order to the vendor and Contractor. Each Certificate of Entitlement shall include the corresponding purchase order and be signed by an authorized District representative. Vendors shall invoice the District directly, and the District shall pay vendors directly from District funds.

The District shall take title to the directly purchased materials at the time of purchase or delivery by the vendor and assume the risk of damage or loss as required by applicable law. Insurance arrangements for such materials shall be coordinated with the District before purchase.

The applicable Agreement amount shall be reduced by the cost of materials directly purchased by the District and the associated sales and use taxes included in the Contractor's Bid. These adjustments shall be documented by written change order.

Except for payment, title, and risk-of-loss responsibilities expressly assumed by the District, the Contractor shall remain responsible for material selection and compliance with the Contract Documents, correct quantities, submittals, coordination, scheduling, delivery, receiving, protection, storage, security, installation, testing, cleaning, and applicable warranties. Direct purchases shall not relieve the Contractor of its obligation to complete the Work within the required schedule.

2.20. PAYMENTS

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

Payment Applications shall be submitted once monthly on an AIA Document G702 "Application and Certificate for Payment" (or equivalent) as acceptable by the District. The District will promptly inspect the work and review the application for processing and payment. The District will have the right to retain 5% of the funds applied for until the project reaches 50% completion, at such time the Contractor may apply for a reduction of the retainage.

Contractor shall be assessed liquidated damages in the amount of $1,000.00 per day for every day the project is incomplete after the project completion deadline, barring unforeseen circumstances as approved by the District.

2.21. UNUSUAL COSTS

Respondent may petition the District for a rate adjustment based on extraordinary and unusual changes in operating costs that could not reasonably have been foreseen by a prudent operator and are reasonably expected to continue for at least one (1) year. If Respondent petitions for a rate increase under this provision, Respondent shall also petition for a rate reduction whenever decreases in operating costs meet the same criteria. Failure to petition for such a reduction may constitute grounds for termination of the Agreement.

Each request shall include substantial documentation and justification supporting the proposed adjustment. Respondent shall provide any additional information reasonably requested by the District to evaluate the request. The District shall approve or deny the request, in whole or in part, within sixty (60) days after receipt of the request and all required supporting information.

Any rate adjustment shall be based solely on the documentation provided and shall require the District's written approval. The District reserves the right to rescind or reduce any previously approved rate increase if the circumstances supporting that increase change and the applicable operating costs decrease.

2.22. PERMITS/LICENSES/FEES

Any permits, licenses or fees required will be the responsibility of the Respondent.

2.23. INDEMNIFICATION

The successful Respondent must fully indemnify the District(s). Such indemnification will be documented in the Agreement Documents.

2.24. STANDARDS OF CONDUCT; COMPLIANCE WITH DISTRICT POLICIES

The Contractor shall ensure that its employees, agents, and subcontractors assigned to perform services under this Agreement conduct themselves in a professional, courteous, and lawful manner at all times while on District property or while performing services on behalf of the District.

Contractor personnel shall comply with all applicable State Laws, Federal laws, and District policies governing workplace conduct, safety, ethics, and harassment prevention, as such policies may be reasonably applicable to non-District personnel performing services on District property.

In the event the District receives a complaint(s) or otherwise determines that the conduct of any Contractor personnel may be inconsistent with the standard herein or District policies, the District reserves the right to require the temporary or permanent removal of such individual from District property or from performing services under this Agreement.

Any such request shall not be construed as a determination of fault or as a direction regarding the Contractor's employment or disciplinary decisions, which shall remain the sole responsibility of the Contractor. Failure to comply with this provision shall constitute a material breach of the Agreement and may lead to termination of the agreement.

2.25. PROTECTION OF RESIDENT WORKERS

The Village Community Development Districts actively support the Immigration and Nationality Act of 1952 (INA) and the Immigration Reform and Control Act of 1986 (IRCA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination and the State of Florida Executive Order Number 11-116 stating Supplier's shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: all persons employed during the contract term by the Supplier to perform employment duties pursuant to the Contact, within Florida; and all persons, including subcontractors, assigned by the Supplier to perform work pursuant to the Contract with the District. (http://www.uscis.gov/e-verify) Additionally, the Supplier shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Supplier to perform work or provide services pursuant to this contract with the District.

All Service Suppliers and /or vendors who wish to contract with the District to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government of its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Supplier's and/or vendors. Breach of this term or conditions is considered a material breach of the agreement. Participation in the E-Verify program will only be required of the awarded Supplier. To certify participation in the program, awarded Supplier, will be required to sign an E-Verify Supplier Affidavit.

For more information and to register visit https://e-verify.uscis.gov/enroll/.

2.26. VILLAGE COMMUNITY DEVELOPMENT DISTRICTS

The Village Center Community Development District, Sumter Landing Community Development District, North Sumter County Utility Dependent District, Wildwood Utility Dependent District, Brownwood Community Development District, Coleman Ridge Community Development District, Middleton A Community Development District, Middleton B Community Development District Middleton Downtown Community Development District, Eastport Community Development District, Villages Public Safety Department Dependent District, and Village Community Development Districts 1-16 are local units of special-purpose government and reserve the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award contracts in the best interest of the Districts.

2.27. REFERENCE TERMS

Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships, and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" or the "Village Community Development Districts" shall be construed to refer to the specific District or Districts for which the solicitation was issued, and those District(s) shall be the legislative authority for all matters concerning this solicitation or the resulting contract(s).

2.28. RIGHT TO AUDIT RECORDS

The Districts shall be entitled to audit the books and records of the Respondent or any sub-contractor to the extent that such books and records relate to the performance of the Contract or any sub-contract to the Contract. Such books and records shall be maintained by the Respondent for a period of three (3) years from the date of final payment under the Contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

2.29. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the Respondent's authorized signature affixed to the bid attests to this.

2.30. PROPRIETARY INFORMATION

Responses to this Invitation to Bid, upon receipt by the District, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Record Law. If any Respondent believes that any portion of all of the response is confidential and proprietary, Respondent shall clearly assert such exception and the specific legal authority of the asserted exemption. All materials that qualify for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION", with the firm's name and the bid number marked on the outside. Such designation of an item as a trade secret may be challenged in court by any person. By the Respondent's designation of material submitted to the District as a "trade secret", the Respondent agrees to hold harmless the District for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District by reason of any legal action challenging the Respondent's "trade secret" claim.

2.31. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Respondent by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid for the same prices and/or terms being bid. The successful Respondent has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Respondent's approval. Without the Respondent's approval, the seeking agency cannot Piggy-Back.

2.32. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING F.S. 287.05701

Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the District will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Bidder. Respondents are further notified that the District's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

3. INSURANCE REQUIREMENTS

The vendor/contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the "Standard Insurance Requirements" described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by VCCDD. Work is defined as any service provided to the Districts by a vendor/contractor who must access District property in order to provide the service(s). The requirements contained herein, as well as the District's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

***Note**: The individual Districts that shall be endorsed and listed as **Additional Insureds** on all policies are:

- Village Center Community Development District (VCCDD)
- Sumter Landing Community Development District (SLCDD)
- Brownwood Community Development District (BCDD)
- Village Community Development Districts 1-16 (VCDD 1-16)
- North Sumter County Utility Dependent District (NSCUDD)
- Wildwood Utility Dependent District (WUDD)
- Coleman Ridge Community Development District (CRCDD)
- Middleton-A Community Development District (MCDDA)
- Middleton-B Community Development District (MCDDB)
- Middleton Downtown Community Development District (MDCDD)
- Eastport Community Development District (ECDD)
- Villages Public Safety Department Dependent District (VPSDDD)

All at the following street address:
Attn: Risk Management Department
3571 Kiessel Road
The Villages, FL 32163

3.1. FINANCIAL RATING OF INSURANCE COMPANIES

All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

3.2. COMMERCIAL GENERAL LIABILITY INSURANCE

The vendor/contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than $1,000,000 each occurrence and a $2,000,000 annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain $1,000,000 each occurrence and $1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed

operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed $50,000.

- Additional Insured Endorsement. The vendor/contractor shall endorse all Districts as an "Additional Insured" on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Vendors, and CG 2037. Or they may provide a CG 2026 Additional Insured – Owners, Lessees, or Vendors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the vendor/contractor shall endorse all Districts as an "Additional Insured" under their Commercial Umbrella/Excess Liability as required herein. *

- Waiver of Subrogation Endorsement. The vendor/contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

3.3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

The vendor/contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than $1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Additional Insured Endorsement. The vendor/contractor shall endorse all Districts as an "Additional Insured" on the Business Automobile Liability Insurance with a CA 0449 or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein.

- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

3.4. WORKER'S COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE

The contractor, any sub- consultants or subcontractors, shall maintain their own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker's Compensation statute, the Vendor shall provide and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker's Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

3.5. UMBRELLA OR EXCESS LIABILITY INSURANCE

The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than $2,000,000 each occurrence and $2,000,000 aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow- Form" basis, or the District is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed $50,000.

3.6. PROFESSIONAL OR ERRORS AND OMISSIONS LIABILITY INSURANCE

The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than **$1,000,000 per claim/loss and $2,000,000 annual aggregate**. The contractor shall endorse all Districts as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional or Errors and Omissions Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *

- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

3.7. CYBER LIABILITY INSURANCE

REQUIRED FOR ALL SERVICES - The contractor shall maintain Cyber Liability Insurance at a limit of liability no less than $1,000,000 per claim/loss and $1,000,000 annual aggregate. Coverage shall include, at minimum, network security liability, data breach liability, social engineering and funds transfer fraud. The self-insured retention or deductible shall not exceed $50,000.

3.8. INDEMNIFICATION

The contractor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

3.9. BUILDER'S RISK INSURANCE

Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, contractors, and subcontractors. Coverage shall be written on an All- Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed $50,000, wind percentage deductible (when applicable) shall not exceed ten percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The contractor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

3.10. DEDUCTIBLES, COINSURANCE PENALTIES AND SELF-INSURED RETENTION

The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Contractor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

3.11. RIGHT TO REVISE OR REJECT

The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the contractor with written notice of such revisions or rejections.

3.12. NO REPRESENTATION OF COVERAGE ADEQUACY

The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

3.13. CERTIFICATE(S) OF INSURANCE

The contractor shall provide the VCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect and copies of endorsements (additional insured and waiver of subrogation) shall be submitted with the COI. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that the required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the District evidencing the replacement coverage. The contractor agrees the District reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the District. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the contractor agrees to reimburse any premiums or expenses incurred by the District.

3.14. THE CONTRACTOR AGREES THE COI SHALL:

A. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance and the Business Automobile Liability Insurance with the appropriate Commercial Liability forms providing equal or greater “Additional Insured” coverage.

B. Clearly indicate a waiver of subrogation endorsement in favor of all the Districts on the Commercial General Liability Insurance and the Business Automobile Liability Insurance policies.

C. Clearly indicate all Districts are endorsed as an “Additional Insured”, or “Loss Payee” on the Builder’s Risk Insurance, and when applicable, “Additional Insured” on the Commercial Umbrella/Excess Liability Insurance as required herein.

D. Clearly identify each policy’s limits, flat and percentage deductibles, sub limits, or self- insured retentions, which exceed the amounts or percentages set forth herein.

E. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

F. The original COI and copies of all required endorsements should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:
   - Village Center Community Development District (VCCDD)
   - Sumter Landing Community Development District (SLCDD)
   - Brownwood Community Development District (BCDD)
   - Village Community Development Districts 1 – 16 (VCCDD 1-16)
   - North Sumter County Utility Dependent District (NSCUDD)
   - Wildwood Utility Dependent District (WUDD)
   - Coleman Ridge Community Development District
   - Middleton Community Development District A (MCDDA)
   - Middleton Downtown Development District
   - Eastport Community Development District (ECDD)
   - Villages Public Safety Department Dependent District (VPSDDD)

   Mailing address:

   Attn: Risk Management Department
   3571 Kiessel Road
   The Villages, FL 32163

NOTICE: On rare occasions, exceptions to the required insurance limits are needed. The Risk Management department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

3.15. OTHER

Insurance Agents may also email Certificates of Insurance and endorsements to:
Email: Riskmanagement@districtgov.org
Questions about Insurance Requirements:
Contact Risk Management (352) 674-1828

4. PROVIDING BONDING

All bond related fees/expenses are the sole responsibility of the vendor.

Applicable Districts:

Villages Community Development Districts

4.1. BID BOND

A satisfactory bid bond executed by a surety insurer authorized to do business in Florida and the Respondent (Principal) should identify applicable District(s) as the Owner/Obligee, in an amount equal to five percent (5%) of the bid/proposal and shall be submitted with each response. No bid/proposal shall be withdrawn for a period of ninety (90) days subsequent to the solicitation opening without the written consent of the District.

Must be submitted with bid packet.

4.2. SURETY LETTER

PROJECT AGREEMENT - A satisfactory letter of intent to bond executed by each Respondent identified as the Principal and an acceptable surety, in an amount no less than one hundred and fifty percent (150%) of the bid amount shall be submitted with each response and identify applicable District(s) (see below) as the Owner/Obligee.

Must be submitted with bid packet.

4.3. PAYMENT/PERFORMANCE BONDS

In accordance with Florida Statutes Section 255.05, the awarded Respondent (Principal) shall, before commencing the work, execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in Florida as surety. The amount of the Payment and Performance Bonds shall be one hundred percent (100%) of the contracted amount. The awarded Respondent (Principal) is responsible for recording the bonds with the Clerk of the Circuit Court of which the project is located (Sumter, Lake or Marion County). Upon bond submittal, the awarded Respondent (Principal) may be asked to furnish to the District the recording information for the bonds to evidence that the Respondent has met the requirements of Florida law.

5. INTRODUCTION

The Villages is the largest single-site residential real estate development in the United States spanning over 57,000 acres (71 square miles) in three adjoining counties in Central Florida (Lake, Marion and Sumter). The Villages earned the No.1 ranking as the fastest growing micropolitan area in the United States according to a 2008 Census Bureau report. The current population is approximately 146,000 residents and growing.

The Districts are units of special purpose local government each serving a portion of The Villages. Special Districts are widely used throughout the United States to provide for certain service delivery infrastructure such as water management and control (drainage), fire control, road and bridge construction and maintenance, park and recreational facilities, water and sewer systems, sidewalks, multi-modal paths, streetlights, and similar infrastructure that is required to provide urban services to areas that may not have access to such services through a general purpose government such as a municipality.

As a unit of local government, each District is subject to many of the same State Statutes that regulate cities and counties; of particular interest are those statutes related to ethics in government for the elected Board of Supervisors, Government in the Sunshine, a cornerstone of local government in the State of Florida which requires that decisions made by any governmental agency be done at a public meeting; the public records law, which means the records of the District are open for review by any citizen; the auditing requirements in which annually the accounting records of the District are audited by an independent certified accountant and the results of such audit are provided to the State Controller and Auditor General; competitive bidding requirements for construction and maintenance contracts; and various other statutory provisions that protect the interest of the public.

6. SCOPE OF SERVICES

6.1. DESCRIPTION OF SERVICES

The Villages Community Development Districts are requesting bids for Executive Golf Course Renovation Projects - Various Locations. Qualified firms wishing to respond for ITB #26B-042 Executive Golf Course Renovation Projects - Various Locations, must provide all labor, services, equipment, and materials described in this document, whether directly or through sub-contractors/sub-consultants. This does not, however, limit the use of sub-contractors or sub-consultants.

Project Intent
The intent of this project is to procure qualified, professional Contractors with demonstrated experience in golf course renovation projects of similar size and scope. The selected Contractor(s) shall provide a fully turnkey solution, consisting of all labor, materials, services, and coordination necessary to complete the work from permitting through final acceptance, as further described in the Scope of Services.

Minimum Requirements
To be considered responsive and eligible for award, Respondents must meet all of the minimum requirements listed below. Failure to meet any minimum requirement may result in rejection of the submittal as non-responsive or the Respondent as non-responsible.

Experience

- Respondent must have a minimum of ten (10) years of experience performing golf course renovation projects of similar size and scope.

- Respondent must have successfully completed at least five (5) golf course renovation projects of similar scope and complexity within the past two (2) years.

Professional Association

- **GCBAA Certification:** At the time of bid submission, the Respondent must be a current GCBAA Certified Builder in good standing and must maintain that status throughout the term of the Agreement. The Respondent shall provide documentation of its certification with its Bid.

Licensing and Insurance

- Respondent must hold and maintain all required licenses necessary to perform the work described herein.
- Respondent must carry and maintain insurance in the types and amounts required by the Agreement and provide proof upon request.

Capacity and Staffing

- Respondent must demonstrate the ability to provide sufficient qualified personnel, supervision, equipment, and resources to perform the work in accordance with the Scope of Services, including the ability to manage concurrent projects, if awarded.

Turnkey Capability

- Respondent must demonstrate the ability to provide a fully turnkey solution, as defined in the Scope of Services.

Lump-Sum Pricing and Cost Breakdown

The Respondent shall provide a Total Lump-Sum Bid for each golf course that includes all costs necessary to provide a complete turnkey project in accordance with the Scope of Services, plans, specifications, and other Contract Documents.

The lump-sum Bid price shall include, but not be limited to, all labor, materials, equipment, supervision, mobilization, transportation, delivery, disposal, permitting, testing, coordination, cart path repairs and replacement, restoration, and all other services and incidental costs necessary to complete the Work.

The Respondent shall provide a detailed cost breakdown supporting the Total Lump-Sum Bid for each golf course. The cost breakdown is required for evaluation, cost analysis, and administrative purposes and shall identify the costs associated with the major components of the Work.

At a minimum, the cost breakdown shall identify, as applicable, costs associated with mobilization, greens, collars and approaches, fairways, bunkers, tees, irrigation, drainage, cart path repairs and replacement, landscaping, permitting, restoration, and other work required by the Scope of Services.

The cost breakdown is provided for informational, evaluation, cost analysis, and administrative purposes only and shall not alter the lump-sum nature of the Bid.

All quantities identified within the Scope of Services, including designated cart path repair and replacement quantities, shall be included in the applicable Total Lump-Sum Bid. Unless specifically identified by the District as a Supplemental Bid Item or otherwise designated for separate pricing, all Work required by the Contract Documents shall be included in the lump-sum Bid price and shall not be considered an additional or separately compensable item.

Responsiveness and Responsibility

Respondent must be deemed responsive and responsible in accordance with District procurement standards, including the provision of satisfactory references for similar completed projects.

The intent of this project is to improve and renovate five executive golf courses: Hawkes Bay and Oakleigh within the Village Center Community Development District, and Southern Star, Yankee Clipper, and Tarpon Boil within the Sumter Landing Community Development District. Improvements include, but are not limited to, the construction of new greens, tees, fairways, and cart paths; course re-grassing; and landscape enhancements, as specified in the Scope of Work.

It is the intention of the District to award the VCCDD Executive Golf Course projects to one (1) responsive and responsible Respondent and the SLCDD Executive Golf Course projects to one (1) responsive and responsible Respondent, based on the lowest responsive bid submitted for each District's group of projects. A Respondent may be awarded the projects for one (1) or both Districts. The District reserves the right to make awards in the manner deemed necessary, prudent, and in the best interests of the District.

Agreement Structure and Term
Separate Agreements will be issued for VCCDD and SLCDD. Each Agreement will include all golf course projects awarded within that District. A Respondent may be awarded the projects for one (1) or both Districts.

The District will issue a separate Notice to Proceed for each golf course location. The Contractor shall achieve Final Completion of all work at each location within one hundred eighty (180) calendar days from the commencement date stated in the applicable Notice to Proceed.

Project schedules may overlap, and the Contractor must be prepared to perform work multiple golf course locations at the same time. The Contractor shall provide sufficient staffing, supervision, equipment, materials, and other resources to meet each project schedule.

Overlapping project schedules will not, by themselves, entitle the Contractor to additional compensation or additional time.

The 180-calendar-day performance periods are location-specific and are not cumulative. They shall not be interpreted as allowing the Contractor two and one-half (2½) years to complete the five projects. Any requested extension of a location's performance period due to unforeseen circumstances must be submitted in writing and is subject to the prior written approval of the applicable District.

Each Agreement will remain in effect until all Work covered by that Agreement has been completed and accepted and all project closeout requirements have been satisfied. Applicable warranties and other continuing obligations will remain in effect for the periods stated in the Agreement.

Notice to Proceed and Project Schedule
The District will issue a separate Notice to Proceed (NTP) for each golf course awarded under this Contract. The Contractor shall not commence Work at any golf course until a written NTP has been issued by the District for that specific location.

The Contractor shall achieve Final Completion of the Work at each golf course within one hundred eighty (180) calendar days from the commencement date specified in the applicable NTP.

The District reserves the right to determine the timing and sequencing of NTPs for each awarded golf course based on operational needs, course availability, project coordination, and other considerations deemed appropriate by the District. The issuance of an NTP for one golf course shall not constitute authorization to commence Work at any other awarded golf course.

The Contractor shall maintain sufficient qualified personnel, supervision, equipment, materials, and other resources necessary to perform the Work in accordance with the required project schedule, including the ability to perform Work at multiple golf course locations concurrently if directed by the District.

Any extension of the required completion period must be approved in writing by the District in accordance with the Contract Documents.

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

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

6.2. SITE VISITS

Respondents are encouraged to visit the golf courses to gain a better understanding of the site conditions and the work required. Additional site visits should be scheduled on Thursdays or Fridays and must be coordinated in advance through one of the following designated contacts:

Donald Jones: (352) 843-3090 or donald.jones@districtgov.org
Greg Wiecoreck: (352) 661-6019 or greg.wiecoreck@districtgov.org

The designated contact will coordinate the site visit and arrange any required golf cart access. Respondents shall not contact golf course personnel directly to schedule a site visit.

6.3. MAINTENANCE FACILITY

The Villages Community Development Districts hereinafter referred to as the District, grants Contractor permission to use the District owned maintenance facilities (listed below) for the temporary use and storage of Contractor's vehicles, equipment and materials for the performance of the golf courses maintenance during the term of the contract. A Contractor using any facility not owned by the District will need permission from facility owner and the District will not be liable for any damages or conflict related to said property.

- Hawkes Bay Executive Golf Course
  - Maintenance Complex 2840 Saddlebrook Lane
- Oakleigh Executive Golf Course
  - Maintenance Complex 7725 172nd Legacy Lane
- Yankee Clipper/ Southern Star/ Tarpon Boil Executive Golf Courses
  - Maintenance Complex 2316 Buttonwood Dr.

All vehicles and trailers must be kept inside fenced areas. No vehicles or trailers not associated with golf course maintenance are to be stored at facilities.

The Contractor shall keep the maintenance facilities and surrounding grounds used or affected by its operations in a clean, safe, and orderly condition. This requirement includes any holding tanks, fuel tanks, material or soil storage bins, wash areas, and site or building drainage systems made available for the Contractor's use. The Contractor shall be responsible for damage, contamination, or unsafe conditions caused by its use of these facilities, but shall not be responsible for pre-existing conditions, ordinary wear and tear, or the routine maintenance of District-owned systems unless otherwise expressly stated in the Contract Documents.

The Contractor shall comply at all times with all applicable federal, state, and local environmental laws, regulations, permits, and requirements governing its operations and use of the facilities. The Contractor shall keep all buildings, grounds, utilities, irrigation and drainage components, fuel and chemical storage areas, wash areas, equipment, and other facility systems used or affected by its operations in good order, condition, and repair.

Contractor shall be responsible for the landscaping, including but not limited to mowing and edging for the grounds of the facilities. Contractor shall immediately repair at Contractor's cost, any damage caused by the Contractor or its employees, Contractor's agent or any party making deliveries to the Contractor or doing business with the Contractor, or to the facilities.

The Contractor shall store all chemicals and fertilizer according to the Best Management Practices (BMP) as well as staying within compliance of the State and Federal laws and regulations.

Contractor agrees to indemnify and hold the District harmless from any and all loss, cost, expense or liability, including attorney's fees, arising out of the storage and discharge of any chemicals on the properties.

The Contractor shall be responsible for all costs associated with its use and operation of the maintenance facilities and grounds, including project-related waste removal, debris collection, janitorial services, and any extraordinary utility consumption resulting from its operations. Unless otherwise stated in the Contract Documents, the District will maintain the existing electricity, water, sewer, trash collection, and pest-control services serving the facilities.

The Contractor shall use all utilities and services responsibly and shall not permit waste or unauthorized use. The District shall not be liable for any interruption or failure of utilities or services, and any temporary services required for the Contractor to perform the Work shall be provided at the Contractor's expense.

The District will be responsible for the preventative maintenance checks of the air conditioning, heating and exhaust systems, ice machines and fuel tanks serving the facilities and shall pay the cost of such preventative maintenance calls, filter changes and repairs. Any repairs needed associated outside of normal use and age, include abuse, alteration or other damage to components considered other than normal wear and tear will be the responsibility of the Contractor. The District will be responsible for any replacements needed due to normal use and or age expectancy met.

The District reserves the right to inspect the facilities at any time during the term of this contract.

The Contractor shall make no alterations to the facilities without the written consent of the District.

Upon expiration of the occupancy term, the Contractor shall surrender the facilities in as good a state and condition, taking into consideration usual and customary wear, as when their occupancy began.

6.4. GENERAL SCOPE

CART PATH SPECIFICATIONS

The following specifications shall apply to all cart path repair and replacement work identified within the Scope of Work. The applicable cart path material type and estimated quantity shall be identified within the individual Scope of Work for each golf course.

General Requirements

All cart path repair and replacement shall include removal and disposal of designated existing cart path materials; preparation of the underlying area; furnishing and installation of all required materials; grading, compaction, and finishing; and restoration of areas disturbed by the Work.
New cart paths shall match and transition smoothly with existing adjacent cart path elevations and configurations. Unless otherwise specified by the District, cart paths shall have a minimum finished width of eight (8) feet and a minimum two percent (2%) cross slope to provide positive drainage.

Asphalt Cart Paths

Where asphalt cart path repair or replacement is identified within the Scope of Work, the following minimum specifications shall apply:

- Asphalt Surface (HMA): Three (3) inches minimum compacted thickness.
- Aggregate Base: Six (6) inches minimum thickness.
- Prepared Subgrade: Minimum ninety-five percent (95%) compaction with moisture content within the specified three percent (3%) of the applicable Proctor requirement.
- Path Width: Eight (8) feet minimum.
- Cross Slope: Two percent (2%) minimum.

The Contractor shall prepare, grade, and compact the subgrade and aggregate base prior to placement of the asphalt surface. The completed asphalt surface shall provide a smooth transition to existing adjacent cart paths and surrounding grades.

Concrete Cart Paths

Where concrete cart path repair or replacement is identified within the Scope of Work, the following minimum specifications shall apply:

- Concrete: 3,000 PSI minimum compressive strength.
- Concrete Thickness: Four (4) inches minimum.
- Path Width: Eight (8) feet minimum.
- Cross Slope: Two percent (2%) minimum.

The Contractor shall prepare the underlying area as necessary to provide a firm and uniform surface suitable for concrete placement. The completed concrete cart path shall provide a smooth transition to existing adjacent cart paths and surrounding grades.

Restoration

Following completion of cart path repair or replacement, the Contractor shall backfill along exposed cart path edges and restore all disturbed areas to match surrounding conditions. Restoration shall include sod or other appropriate materials where required.

Any damage to existing cart paths outside of the designated repair or replacement areas resulting from the Contractor's construction activities shall be repaired by the Contractor at no additional cost to the District and restored to its pre-construction condition or better.

HAWKES BAY SCOPE OF WORK

Greens

o Sod Removal

All greens shall be sod stripped to a minimum depth of 1½ inches. All removed sod and associated material shall be removed from the greens. Spoils may be spread and ground in designated non-play areas, as directed and approved by District Executive Golf personnel. Estimated Quantity: 55,000 SF

o Greens Excavation

Excavate existing greens soil down to the greens subfloor, exposing and removing existing drainage lines while maintaining the existing greens footprint and design. Excavation depths may vary based on existing conditions. Removed greens soil may be reused to cap tees and fairways or spread on the golf course using a top-dresser, as directed by District Executive Golf personnel. Estimated Quantity: 55,000 SF

o USGA Specification Greens Construction

Construct greens in accordance with USGA specifications, utilizing existing drainage outfalls. Install 12-14 + inches of 85/15 greens mix within the greens cavity over drainage rock and install tracer wire as required. The Contractor shall provide an analysis/test report verifying that the proposed greens mix meets USGA specifications prior to installation. Estimated Quantity: 55,000 SF

o Final Grading and Contouring

Float and finish-grade the greens surfaces to match existing contours. Water the greens as necessary to achieve light compaction. Adjust slopes and low areas as needed to provide positive drainage and prevent pockets of standing water. Sand-float the contours as necessary and water again to establish the finished grade. Adjustments to tie-in areas between the greens and collars may be required to provide a smooth transition and proper drainage. Estimated Quantity: 55,000 SF

o TifEagle Bermuda Grass Sprigging

Hand sprig all greens with Certified TifEagle Bermuda grass at a minimum application rate of 40 bushels per 1,000 SF. Sprigs shall be cut in two directions to promote uniform coverage and establishment. Estimated Quantity: 55,000 SF

o Greens – Elevation Modifications

Raise Greens Nos. 4, 5, and 6, including the associated collars and areas between the tee and green adjacent to

the basins, 24 inches above the existing elevation. Regrade and transition the raised areas as necessary to provide a smooth tie-in to surrounding existing grades.

o Irrigation Loop Replacement
Replace the existing irrigation loops serving Greens Nos. 4, 5, and 6 and install new irrigation heads as required. New irrigation heads installed under this item shall be included in, and not in addition to, the total irrigation head count specified elsewhere in the Scope of Work.

Collars/Approaches/Fairways/Rough/Bunkers

o Collars and Approaches – Sod Removal
Sod strip all collars and approaches to a minimum depth of 1½ inches, extending a minimum of 60 inches (5 feet) from the anticipated greens edge and into the approach areas. Remove all stripped sod and associated material from the work area. Estimated Quantity: 36,000 SF

o Fairways and Rough – Soil Preparation
Roto-till designated fairway and rough areas using a Dairon-type soil disruption machine or approved equivalent. Work shall be performed within areas marked or identified by the District. Prepare the disturbed areas to produce a uniform, suitable soil bed that is free of grass clumps and other material that may interfere with final grading or turf establishment. Estimated Quantity: 17 Acres

o Bunkers – Renovation
Remove existing sand from all designated bunkers. Re-shape bunkers with soft bunker faces, as directed by District staff, and raise bunker floor elevations where necessary to achieve the desired contours and drainage.

o Install new bunker drainage, including flush-outs, utilizing the existing outfall piping. Upon completion of drainage and grading work, install new G-Angle bunker sand and finish-grade the bunkers to the required contours. Estimated Quantity: 36,000 SF

o Turf Areas – Bimini Bermuda Grass Sodding
Prepare and sod designated areas outside of the greens, collars, approaches, bunkers, fairways, and tee tops with Certified Bimini Bermuda grass. Prepare all designated areas as necessary to provide a suitable planting surface and install sod to provide uniform coverage. Estimated Quantity: 17 Acres
Tees
o Tee Surface Preparation and Leveling
Sod strip all existing tee surfaces. Prepare and enhance the tee tops as necessary to achieve the required finished grade and square footage. Laser level all tee surfaces and make adjustments as directed by District Executive Golf personnel.

o Tee Top Sodding
Upon completion of grading and leveling, sod all designated tee tops with Certified Bimini Bermuda grass. Estimated Quantity: 1.75 Acres

Irrigation/Drainage

o IC System Conversion
Convert the existing irrigation system to an IC system. Furnish and install new Maxi Wire, swing joints, grounding rods, irrigation heads, and rotors as required.

o Furnish and install 190 new irrigation heads with rotors. Convert 30 existing i25 landscape valves to IC.

o Upon completion, provide as-built documentation identifying the GPS location of all irrigation heads and the installed wire path.

Estimated Quantities:

- Irrigation Heads with Rotors: 190 EA
- i25 Landscape Valve Conversions to IC: 30 EA

- Drainage Basins

Remove organic matter and unsuitable wet soil from designated drainage basins to the depth required by existing field conditions. Estimated Quantity: 15 EA

- Where appropriate, removed material may be replaced with suitable bunker sand, and new gravel shall be installed as required.

- Inspect each drainage basin after excavation to determine its condition. If replacement of an existing basin is determined to be necessary, the Contractor shall obtain prior approval from the District Executive Director before proceeding with the replacement work.

- Drainage Pipe

Furnish and install 4-inch N-12 drainage pipe in designated areas exhibiting poor drainage. Installation shall include excavation, placement, connection to the applicable drainage system or outfall, backfilling, and restoration of disturbed areas as required. Estimated Quantity: 1,500 LF

Cart Path Repair

- Concrete Cart Path Replacement

Remove and dispose of designated sections of existing concrete cart path. Prepare, grade, and compact the underlying subgrade to provide a firm and uniform surface suitable for concrete placement.

Construct new concrete cart path using concrete with a minimum compressive strength of 3,000 PSI and a minimum thickness of four (4) inches. Cart path shall have a minimum finished width of eight (8) feet and a minimum two percent (2%) cross slope to provide positive drainage.

New concrete cart path shall match and transition smoothly with existing adjacent cart path elevations and configurations. Finished grading shall prevent ponding or trapping of water along the cart path. Backfill exposed edges and restore all areas disturbed by the work to match surrounding conditions. Estimated Quantity: 3,600 SF

- Starter Building Concrete Parking Area

Remove and dispose of the designated existing concrete parking area at the starter building. Prepare, grade, and compact the underlying subgrade to provide a firm and uniform surface suitable for concrete placement.

Construct a new concrete parking area using concrete with a minimum compressive strength of 3,000 PSI and a minimum thickness of four (4) inches. The finished surface shall be graded to provide positive drainage and shall match and transition smoothly with existing adjacent elevations and configurations.
Backfill exposed edges and restore all areas disturbed by the work to match surrounding conditions. Estimated Quantity: 6,650 SF

Miscellaneous

- Haul Road Repairs

The Contractor shall be responsible for repairing all damage to haul roads resulting from the Contractor's construction activities and shall restore affected areas to their pre-construction condition or better, at no additional cost to the District.

- Cart Path Damage

The Contractor shall be responsible for repairing any damage to existing cart paths resulting from the Contractor's construction activities that occurs outside of the designated square footage identified for cart path replacement. All such repairs shall be completed at no additional cost to the District and shall restore the affected cart paths to their pre-construction condition or better.

Supplemental Bid Items

The Contractor shall provide separate unit pricing for the following supplemental work. Supplemental work shall be excluded from the applicable Total Lump-Sum Bid and performed only when authorized in writing by the District. Quantities, if required, will be determined based on actual field conditions and as directed by the District.

- 12-Inch Round Drop-In Drainage Basin – Furnish and install complete. Unit: EA
- 4-Inch Perforated Drainage Pipe with Gravel – Furnish and install complete, including required gravel. Unit: LF
- 4-Inch Solid Drainage Pipe – Furnish and install complete. Unit: LF
- 2½-Inch Gate Valve – Furnish and install complete. Unit: EA

OAKLEIGH SCOPE OF WORK

Greens

- Sod Removal

All greens shall be sod stripped to a minimum depth of 1½ inches. All removed sod and associated material shall be removed from the greens. Spoils may be spread and ground in designated non-play areas, as directed by District Executive Golf personnel.
Estimated Quantity: 55,000 SF

- Greens Excavation

Excavate existing greens soil down to the greens subfloor, exposing and removing existing drainage lines while maintaining the existing greens footprint and design. Excavation depths may vary based on existing conditions. Removed greens soil may be reused to cap tees and fairways or spread on the golf course using a top-dresser, as directed by District Executive Golf personnel.
Estimated Quantity: 55,000 SF

- USGA Specification Greens Construction

Construct greens in accordance with USGA specifications, utilizing existing drainage outfalls. Install a minimum of 12–14+ inches of 85/15 greens mix within the greens cavity over drainage rock and install tracer wire as required. The Contractor shall provide an analysis/test report verifying that the proposed greens mix meets USGA specifications prior to installation. Estimated Quantity: 55,000 SF

- Final Grading and Contouring

Float and finish-grade the greens surfaces to match existing contours. Water the greens as necessary to achieve light compaction. Adjust slopes and low areas as needed to provide positive drainage and prevent pockets of standing water. Sand-float the contours as necessary and water again to establish the finished grade. Adjustments to tie-in areas between the greens and collars may be required to provide a smooth transition and proper drainage. Estimated Quantity: 55,000 SF

- TifEagle Bermuda Grass Sprigging

Hand sprig all greens with Certified TifEagle Bermuda grass at a minimum application rate of 40 bushels per 1,000 SF. Sprigs shall be cut in one direction to promote uniform coverage and establishment. Estimated Quantity: 55,000 SF

Collars/Approaches/Fairways/Rough/Bunkers

- Collars and Approaches – Sod Removal

Sod strip all collars and approaches to a minimum depth of 1½ inches, extending a minimum of 60 inches (5 feet) from the anticipated greens edge and into the approach areas. Remove all stripped sod and associated material from the work area. Estimated Quantity: 36,000 SF

- Fairways and Rough – Soil Preparation

Roto-till designated fairway and rough areas using a Dairon-type soil disruption machine or approved equivalent. Work shall be performed within areas marked or identified by the District. Prepare the disturbed areas to produce a uniform, suitable soil bed free of grass clumps and other material that may interfere with final grading or turf establishment. Estimated Quantity: 17 Acres

o Fairway – Bimini Bermuda Grass Sprigging
Prepare and sprig designated fairway areas with Certified Bimini Bermuda grass. Roll and float the designated fairway and rough areas as necessary to match existing design contours, eliminate clumpy material, and provide a suitable soil bed for grass establishment.

o Existing greens material may be incorporated as needed to correct low areas and prevent pockets of standing water. All areas shall be inspected and approved by District Executive Golf personnel prior to grassing. Estimated Quantity: 1 Acre

o Bunkers – Renovation and Drainage
Remove existing sand from designated bunkers. Re-shape bunkers with soft bunker faces, as directed by District staff, and raise bunker floor elevations where necessary. Install new bunker drainage, including flush-outs, utilizing the existing outfall piping. Upon completion of drainage and grading work, install new G-Angle bunker sand and finish-grade the bunkers to the required contours. Estimated Quantity: 30,000 SF

o Turf Areas – Bimini Bermuda Grass Sodding
Prepare and sod designated areas outside of the greens, collars, approaches, bunkers, fairways, and tee tops with Certified Bimini Bermuda grass. Prepare all designated areas as necessary to provide a suitable planting surface and install sod to provide uniform coverage. Estimated Quantity: 17 Acres

Tees
o Tee Surface Preparation and Leveling
Sod strip all existing tee surfaces. Prepare and enhance the tee tops as necessary to achieve the required finished grade and square footage. Laser level all tee surfaces and make adjustments as directed by District Executive Golf personnel.

o Tee Top Sodding
Upon completion of grading and leveling, sod all designated tee tops with Certified Bimini Bermuda grass. Estimated Quantity: 1.75 Acres

Irrigation/Drainage

o IC System Conversion
Convert the existing irrigation system to an IC system. Furnish and install new Maxi Wire, swing joints, grounding rods, irrigation heads, and rotors as required.

o Furnish and install 200 new irrigation heads with rotors. Convert 16 existing i25 landscape valves to IC.

o Upon completion, provide as-built documentation identifying the GPS location of all irrigation heads and the installed wire path. Estimated Quantities:

o Irrigation Heads with Rotors: 200 EA
o i25 Landscape Valve Conversions to IC: 16 EA

o Drainage Basins
Remove organic matter and unsuitable wet soil from designated drainage basins to the depth required by existing field conditions. Estimated Quantity: 15 EA

o Where appropriate, removed material may be replaced with suitable bunker sand, and new gravel shall be installed as required.

o Inspect each drainage basin after excavation to determine its condition. If replacement of an existing basin is determined to be necessary, the Contractor shall obtain prior approval from the District Executive Director before proceeding with the replacement work.

o Drainage Pipe
Furnish and install 4-inch N-12 drainage pipe in designated areas exhibiting poor drainage. Installation shall include

excavation, placement, connection to the applicable drainage system or outfall, backfilling, and restoration of disturbed areas as required. Estimated Quantity: 1,500 LF

Cart Path Repair

o Asphalt Cart Path Replacement
Remove and dispose of designated sections of existing asphalt cart path. Prepare, grade, and compact the underlying subgrade to provide a firm and uniform surface suitable for placement of the aggregate base and asphalt pavement.

Prepare the subgrade to a minimum of ninety-five percent (95%) compaction in accordance with the specified Proctor requirements. Furnish and install a minimum six (6) inch aggregate base and construct the new asphalt cart path with a minimum three (3) inch compacted Hot Mix Asphalt (HMA) surface.

Cart path shall have a minimum finished width of eight (8) feet and a minimum two percent (2%) cross slope to provide positive drainage.

New asphalt cart path shall match and transition smoothly with existing adjacent cart path elevations and configurations. Finished grading shall prevent ponding or trapping of water along the cart path. Backfill along exposed edges and restore disturbed areas with sod to provide a smooth transition to the surrounding grade. Estimated Quantity: 3,500 SF

Miscellaneous

o Haul Road Repairs
The Contractor shall be responsible for repairing all damage to haul roads resulting from the Contractor's construction activities and shall restore affected areas to their pre-construction condition or better, at no additional cost to the District.

o Cart Path Damage
The Contractor shall be responsible for repairing any damage to existing cart paths resulting from the Contractor's construction activities that occurs outside of the designated square footage identified for cart path replacement. All such repairs shall be completed at no additional cost to the District and shall restore the affected cart paths to their pre-construction condition or better.

Supplemental Bid Items
The Contractor shall provide separate unit pricing for the following drainage items. These items shall be excluded from the applicable Total Lump-Sum Bid and furnished and installed only when authorized in writing by the District. Actual quantities will be based on field conditions and the amount of work authorized by the District.

o 12-Inch Round Drop-In Drainage Basin – Furnish and install complete. Unit: EA
o 4-Inch Perforated Drainage Pipe with Gravel – Furnish and install complete, including required gravel. Unit: LF
o 4-Inch Solid Drainage Pipe – Furnish and install complete. Unit: LF
o 2½-Inch Gate Valve – Furnish and install complete. Unit: EA

SOUTHERN STAR SCOPE OF WORKGreens

o Sod Removal
All greens shall be sod stripped to a minimum depth of 1½ inches. All removed sod and associated material shall be removed from the greens. Spoils may be spread and ground in designated non-play areas, as directed and approved by District Executive Golf personnel. Estimated Quantity: 60,000 SF

o Greens Excavation
Excavate existing greens soil down to the greens subfloor, exposing and removing existing drainage lines while maintaining the existing greens footprint and design. Excavation depths may vary based on existing conditions. Removed greens soil may be reused to cap tees and fairways or spread on the golf course using a top-dresser, as directed by District Executive Golf personnel. Estimated Quantity: 60,000 SF

o USGA Specification Greens Construction

Construct greens in accordance with USGA specifications, utilizing existing drainage outfalls. Install 12-14 + inches of 85/15 greens mix within the greens cavity over drainage rock and install tracer wire as required. The Contractor shall provide an analysis/test report verifying that the proposed greens mix meets USGA specifications prior to installation. Estimated Quantity: 60,000 SF

o Final Grading and Contouring

Float and finish-grade the greens surfaces to match existing contours. Water the greens as necessary to achieve light compaction. Adjust slopes and low areas as needed to provide positive drainage and prevent pockets of standing water. Sand-float the contours as necessary and water again to establish the finished grade. Adjustments to tie-in areas between the greens and collars may be required to provide a smooth transition and proper drainage. Estimated Quantity: 60,000 SF

o TifEagle Bermuda Grass Sprigging

Hand sprig all greens with Certified TifEagle Bermuda grass at a minimum application rate of 40 bushels per 1,000 SF. Sprigs shall be cut in one direction to promote uniform coverage and establishment. Estimated Quantity: 60,000 SF

Collars/Approaches/Fairways/Rough/Bunkers

o Collars and Approaches – Sod Removal

Sod strip all collars and approaches to a minimum depth of 1½ inches, extending a minimum of 60 inches (5 feet) from the anticipated greens edge and into the approach areas. Remove all stripped sod and associated material from the work area. Estimated Quantity: 36,000 SF

o Fairways and Rough – Soil Preparation

Roto-till designated fairway and rough areas using a Dairon-type soil disruption machine or approved equivalent. Work shall be performed within areas marked or identified by the District. Prepare the disturbed areas to produce a uniform, suitable soil bed that is free of grass clumps and other material that may interfere with final grading or turf establishment. Estimated Quantity: 17 Acres

o Fairway – Bimini Bermuda Grass Sprigging

Prepare and sprig designated fairway areas with Certified Bimini Bermuda grass. Roll and float the designated fairway and rough areas as necessary to match existing design contours, eliminate clumpy material, and provide a suitable soil bed for grass establishment.

o Existing greens material may be incorporated as needed to correct low areas and prevent pockets of standing water. All areas shall be inspected and approved by District Executive Golf personnel prior to grassing. Estimated Quantity: 1.5 Acres

o Bunkers – Renovation

Remove existing sand from all designated bunkers. Re-shape bunkers with soft bunker faces, as directed by District staff, and raise bunker floor elevations where necessary to achieve the desired contours and drainage.

o Install new bunker drainage, including flush-outs, utilizing the existing outfall piping. Upon completion of drainage and grading work, install new G-Angle bunker sand and finish-grade the bunkers to the required contours. Estimated Quantity: 31,000 SF

o Turf Areas – Bimini Bermuda Grass Sodding

Prepare and sod designated areas outside of the greens, collars, approaches, bunkers, fairways, and tee tops with Certified Bimini Bermuda grass. Prepare all designated areas as necessary to provide a suitable planting surface and install sod to provide uniform coverage. Estimated Quantity: 17 Acres

Tees

o Tee Surface Preparation and Leveling

Sod strip all existing tee surfaces. Prepare and enhance the tee tops as necessary to achieve the required finished

grade and square footage. Laser level all tee surfaces and make adjustments as directed by District Executive Golf personnel.

o Tee Top Sodding
Upon completion of grading and leveling, sod all designated tee tops with Certified Bimini Bermuda grass. Estimated Quantity: 2 Acres

Irrigation/Drainage

o IC System Conversion
Convert the existing irrigation system to an IC system. Furnish and install new Maxi Wire, swing joints, grounding rods, irrigation heads, and rotors as required.

o Furnish and install 253 new irrigation heads with rotors. Convert 16 existing i25 landscape valves to IC.

o Upon completion, provide as-built documentation identifying the GPS location of all irrigation heads and the installed wire path.

Estimated Quantities:
o Irrigation Heads with Rotors: 253 EA
o i25 Landscape Valve Conversions to IC: 16 EA

o Drainage Basins
Remove organic matter and unsuitable wet soil from designated drainage basins to the depth required by existing field conditions. Estimated Quantity: 15

o Where appropriate, removed material may be replaced with suitable bunker sand, and new gravel shall be installed as required.

o Inspect each drainage basin after excavation to determine its condition. If replacement of an existing basin is determined to be necessary, the Contractor shall obtain prior approval from the District Executive Director before proceeding with the replacement work.

o Drainage Pipe
Furnish and install 4-inch N-12 drainage pipe in designated areas exhibiting poor drainage. Installation shall include excavation, placement, connection to the applicable drainage system or outfall, backfilling, and restoration of disturbed areas as required. Estimated Quantity: 1,500 LF

Cart Path Repair

o Concrete Cart Path Replacement
Remove and dispose of designated sections of existing concrete cart path. Prepare, grade, and compact the underlying subgrade to provide a firm and uniform surface suitable for concrete placement.

Construct new concrete cart path using concrete with a minimum compressive strength of 3,000 PSI and a minimum thickness of four (4) inches. Cart path shall have a minimum finished width of eight (8) feet and a minimum two percent (2%) cross slope to provide positive drainage.

New concrete cart path shall match and transition smoothly with existing adjacent cart path elevations and configurations. Finished grading shall prevent ponding or trapping of water along the cart path. Backfill along the edges of the replaced cart path and restore disturbed areas with sod to provide a smooth transition to the surrounding grade. Estimated Quantity: 3,500 SF

Miscellaneous

o Haul Road Repairs
The Contractor shall be responsible for repairing all damage to haul roads resulting from the Contractor’s

construction activities and shall restore affected areas to their pre-construction condition or better, at no additional cost to the District.

o Cart Path Damage
The Contractor shall be responsible for repairing any damage to existing cart paths resulting from the Contractor's construction activities that occurs outside of the designated square footage identified for cart path replacement. All such repairs shall be completed at no additional cost to the District and shall restore the affected cart paths to their pre-construction condition or better.

Supplemental Bid Items
The Contractor shall provide separate unit pricing for the following drainage items. These items shall be excluded from the applicable Total Lump-Sum Bid and furnished and installed only when authorized in writing by the District. Actual quantities will be based on field conditions and the amount of work authorized by the District.

- 12-Inch Round Drop-In Drainage Basin – Furnish and install complete. Unit: EA
- 4-Inch Perforated Drainage Pipe with Gravel – Furnish and install complete, including required gravel. Unit: LF
- 4-Inch Solid Drainage Pipe – Furnish and install complete. Unit: LF
- 2½-Inch Gate Valve – Furnish and install complete. Unit: EA

YANKEE CLIPPER SCOPE OF WORK

Greens

o Sod Removal
All greens shall be sod stripped to a minimum depth of 1½ inches. All removed sod and associated material shall be removed from the greens. Spoils may be spread and ground in designated non-play areas, as directed and approved by District Executive Golf personnel. Estimated Quantity: 60,000 SF

o Greens Excavation
Excavate existing greens soil down to the greens subfloor, exposing and removing existing drainage lines while maintaining the existing greens footprint and design. Excavation depths may vary based on existing conditions. Removed greens soil may be reused to cap tees and fairways or spread on the golf course using a top-dresser, as directed by District Executive Golf personnel. Estimated Quantity: 60,000 SF

o USGA Specification Greens Construction
Construct greens in accordance with USGA specifications, utilizing existing drainage outfalls. Install 12-14 + inches of 85/15 greens mix within the greens cavity over drainage rock and install tracer wire as required. The Contractor shall provide an analysis/test report verifying that the proposed greens mix meets USGA specifications prior to installation. Estimated Quantity: 60,000 SF

o Final Grading and Contouring
Float and finish-grade the greens surfaces to match existing contours. Water the greens as necessary to achieve light compaction. Adjust slopes and low areas as needed to provide positive drainage and prevent pockets of standing water. Sand-float the contours as necessary and water again to establish the finished grade. Adjustments to tie-in areas between the greens and collars may be required to provide a smooth transition and proper drainage. Estimated Quantity: 60,000 SF

o TifEagle Bermuda Grass Sprigging
Hand sprig all greens with Certified TifEagle Bermuda grass at a minimum application rate of 40 bushels per 1,000 SF. Sprigs shall be cut in one direction to promote uniform coverage and establishment. Estimated Quantity: 60,000 SF

Collars/Approaches/Fairways/Rough/Bunkers

o Collars and Approaches – Sod Removal
Sod strip all collars and approaches to a minimum depth of 1½ inches, extending a minimum of 60 inches (5 feet)

from the anticipated greens edge and into the approach areas. Remove all stripped sod and associated material from the work area. Estimated Quantity: 36,000 SF

o Fairways and Rough – Soil Preparation
Roto-till designated fairway and rough areas using a Dairon-type soil disruption machine or approved equivalent. Work shall be performed within areas marked or identified by the District. Prepare the disturbed areas to produce a uniform, suitable soil bed that is free of grass clumps and other material that may interfere with final grading or turf establishment. Estimated Quantity: 17 Acres

o Fairway – Bimini Bermuda Grass Sprigging
Prepare and sprig designated fairway areas with Certified Bimini Bermuda grass. Roll and float the designated fairway and rough areas as necessary to match existing design contours, eliminate clumpy material, and provide a suitable soil bed for grass establishment.

o Existing greens material may be incorporated as needed to correct low areas and prevent pockets of standing water. All areas shall be inspected and approved by District Executive Golf personnel prior to grassing. Estimated Quantity: 4 Acres

o Bunkers – Renovation
Remove existing sand from all designated bunkers. Re-shape bunkers with soft bunker faces, as directed by District staff, and raise bunker floor elevations where necessary to achieve the desired contours and drainage.

o Install new bunker drainage, including flush-outs, utilizing the existing outfall piping. Upon completion of drainage and grading work, install new G-Angle bunker sand and finish-grade the bunkers to the required contours. Estimated Quantity: 34,000 SF

o Turf Areas – Bimini Bermuda Grass Sodding
Prepare and sod designated areas outside of the greens, collars, approaches, bunkers, fairways, and tee tops with Certified Bimini Bermuda grass. Prepare all designated areas as necessary to provide a suitable planting surface and install sod to provide uniform coverage. Estimated Quantity: 17 Acres
Tees
o Tee Surface Preparation and Leveling
Sod strip all existing tee surfaces. Prepare and enhance the tee tops as necessary to achieve the required finished grade and square footage. Laser level all tee surfaces and make adjustments as directed by District Executive Golf personnel.

o Tee Top Sodding
Upon completion of grading and leveling, sod all designated tee tops with Certified Bimini Bermuda grass. Estimated Quantity: 2 Acres
Irrigation/Drainage

o IC System Conversion
Convert the existing irrigation system to an IC system. Furnish and install new Maxi Wire, swing joints, grounding rods, irrigation heads, and rotors as required.

o Furnish and install 288 new irrigation heads with rotors. Convert 21 existing i25 landscape valves to IC.

o Upon completion, provide as-built documentation identifying the GPS location of all irrigation heads and the installed wire path.

Estimated Quantities:

o Irrigation Heads with Rotors: 288 EA
o i25 Landscape Valve Conversions to IC: 21 EA

o Drainage Basins

Remove organic matter and unsuitable wet soil from designated drainage basins to the depth required by existing field conditions. Estimated Quantity: 15 EA

o Where appropriate, removed material may be replaced with suitable bunker sand, and new gravel shall be installed as required.

o Inspect each drainage basin after excavation to determine its condition. If replacement of an existing basin is determined to be necessary, the Contractor shall obtain prior approval from the District Executive Director before proceeding with the replacement work.

o Drainage Pipe

Furnish and install 4-inch N-12 drainage pipe in designated areas exhibiting poor drainage. Installation shall include excavation, placement, connection to the applicable drainage system or outfall, backfilling, and restoration of disturbed areas as required. Estimated Quantity: 1,500 LF

Cart Path Repair

o Concrete Cart Path Replacement

Remove and dispose of designated sections of existing concrete cart path. Prepare, grade, and compact the underlying subgrade to provide a firm and uniform surface suitable for concrete placement.

Construct new concrete cart path using concrete with a minimum compressive strength of 3,000 PSI and a minimum thickness of four (4) inches. Cart path shall have a minimum finished width of eight (8) feet and a minimum two percent (2%) cross slope to provide positive drainage.

New concrete cart path shall match and transition smoothly with existing adjacent cart path elevations and configurations. Finished grading shall prevent ponding or trapping of water along the cart path. Backfill along the edges of the replaced cart path and restore disturbed areas with sod to provide a smooth transition to the surrounding grade. Estimated Quantity: 6,000 SF

Miscellaneous

o Haul Road Repairs

The Contractor shall be responsible for repairing all damage to haul roads resulting from the Contractor's construction activities and shall restore affected areas to their pre-construction condition or better, at no additional cost to the District.

o Cart Path Damage

The Contractor shall be responsible for repairing any damage to existing cart paths resulting from the Contractor's construction activities that occurs outside of the designated square footage identified for cart path replacement. All such repairs shall be completed at no additional cost to the District and shall restore the affected cart paths to their pre-construction condition or better.

Supplemental Bid Items

The Contractor shall provide separate unit pricing for the following drainage items. These items shall be excluded from the applicable Total Lump-Sum Bid and furnished and installed only when authorized in writing by the District. Actual quantities will be based on field conditions and the amount of work authorized by the District.

- o 12-Inch Round Drop-In Drainage Basin – Furnish and install complete. Unit: EA
- o 4-Inch Perforated Drainage Pipe with Gravel – Furnish and install complete, including required gravel. Unit: LF
- o 4-Inch Solid Drainage Pipe – Furnish and install complete. Unit: LF
- o 2½-Inch Gate Valve – Furnish and install complete. Unit: EA

TARPON BOIL SCOPE OF WORK

Greens

- Sod Removal

All greens shall be sod stripped to a minimum depth of 1½ inches. All removed sod and associated material shall be removed from the greens. Spoils may be spread and ground in designated non-play areas, as directed and approved by District Executive Golf personnel. Estimated Quantity: 55,000 SF

- Greens Excavation

Excavate existing greens soil down to the greens subfloor, exposing and removing existing drainage lines while maintaining the existing greens footprint and design. Excavation depths may vary based on existing conditions. Removed greens soil may be reused to cap tees and fairways or spread on the golf course using a top-dresser, as directed by District Executive Golf personnel. Estimated Quantity: 55,000 SF

- USGA Specification Greens Construction

Construct greens in accordance with USGA specifications, utilizing existing drainage outfalls. Install 12 to 14 inches of 85/15 greens mix within the greens cavity over drainage rock and install tracer wire as required. The Contractor shall provide an analysis/test report verifying that the proposed greens mix meets USGA specifications prior to installation. Estimated Quantity: 55,000 SF

- Final Grading and Contouring

Float and finish-grade the greens surfaces to match existing contours. Water the greens as necessary to achieve light compaction. Adjust slopes and low areas as needed to provide positive drainage and prevent pockets of standing water. Sand-float the contours as necessary and water again to establish the finished grade. Adjustments to tie-in areas between the greens and collars may be required to provide a smooth transition and proper drainage. Estimated Quantity: 55,000 SF

- TifEagle Bermuda Grass Sprigging

Hand sprig all greens with Certified TifEagle Bermuda grass at a minimum application rate of 40 bushels per 1,000 SF. Sprigs shall be cut in two directions to promote uniform coverage and establishment. Estimated Quantity: 55,000 SF

- Greens Nos. 1, 2, and 7 – Elevation Modifications

Raise Greens Nos. 1, 2, and 7, including the associated collars, 24 inches above the existing elevation. Regrade and transition the raised areas as necessary to provide a smooth tie-in to surrounding existing grades.

- Irrigation Loop Replacement

Replace the existing irrigation loops serving Greens Nos. 1, 2, and 7 and install new irrigation heads as required. New irrigation heads installed under this item shall be included in, and not in addition to, the total irrigation head count specified elsewhere in the Scope of Work.

Collars/Approaches/Fairways/Rough/Bunkers

- Collars and Approaches – Sod Removal

Sod strip all collars and approaches to a minimum depth of 1½ inches, extending a minimum of 60 inches (5 feet) from the anticipated greens edge and into the approach areas. Remove all stripped sod and associated material from the work area. Estimated Quantity: 36,000 SF

- Fairways and Rough – Soil Preparation

Roto-till designated fairway and rough areas using a Dairon-type soil disruption machine or approved equivalent. Work shall be performed within areas marked or identified by the District. Prepare the disturbed areas to produce a uniform, suitable soil bed that is free of grass clumps and other material that may interfere with final grading or turf establishment. Estimated Quantity: 17 Acres

- Fairway – Bimini Bermuda Grass Sprigging

Prepare and sprig designated fairway areas with Certified Bimini Bermuda grass. Roll and float the designated fairway and rough areas as necessary to match existing design contours, eliminate clumpy material, and provide a suitable soil bed for grass establishment.

o Existing greens material may be incorporated as needed to correct low areas and prevent pockets of standing water. All areas shall be inspected and approved by District Executive Golf personnel prior to grassing. Estimated Quantity: 1.5 Acres

o Bunkers – Renovation
Remove existing sand from all designated bunkers. Re-shape bunkers with soft bunker faces, as directed by District staff, and raise bunker floor elevations where necessary to achieve the desired contours and drainage.

o Install new bunker drainage, including flush-outs, utilizing the existing outfall piping. Upon completion of drainage and grading work, install new G-Angle bunker sand and finish-grade the bunkers to the required contours. Estimated Quantity: 20,000 SF

o Turf Areas – Bimini Bermuda Grass Sodding
Prepare and sod designated areas outside of the greens, collars, approaches, bunkers, fairways, and tee tops with Certified Bimini Bermuda grass. Prepare all designated areas as necessary to provide a suitable planting surface and install sod to provide uniform coverage. Estimated Quantity: 17 Acres

Tees

o Tee Surface Preparation and Leveling
Sod strip all existing tee surfaces. Prepare and enhance the tee tops as necessary to achieve the required finished grade and square footage. Laser level all tee surfaces and make adjustments as directed by District Executive Golf personnel.

o Tee Top Sodding
Upon completion of grading and leveling, sod all designated tee tops with Certified Bimini Bermuda grass. Estimated Quantity: 1.75 Acres

Irrigation/Drainage

o IC System Conversion
Convert the existing irrigation system to an IC system. Furnish and install new Maxi Wire, swing joints, grounding rods, irrigation heads, and rotors as required.

o Furnish and install 215 new irrigation heads with rotors. Convert 16 existing i25 landscape valves to IC.

o Upon completion, provide as-built documentation identifying the GPS location of all irrigation heads and the installed wire path.

Estimated Quantities:

o Irrigation Heads with Rotors: 215 EA
o i25 Landscape Valve Conversions to IC: 16 EA

o Drainage Basins
Remove organic matter and unsuitable wet soil from designated drainage basins to the depth required by existing field conditions. Estimated Quantity: 15 EA

o Inspect each drainage basin after excavation to determine its condition. If replacement of an existing basin is determined to be necessary, the Contractor shall obtain prior approval from the District Executive Director before proceeding with the replacement work.

o Drainage Pipe
Furnish and install 4-inch N-12 drainage pipe in designated areas exhibiting poor drainage. Installation shall include excavation, placement, connection to the applicable drainage system or outfall, backfilling, and restoration of disturbed areas as required. Estimated Quantity: 1,500 LF

Cart Path Repair

- Concrete Cart Path Replacement

Remove and dispose of designated sections of existing concrete cart path. Prepare, grade, and compact the underlying subgrade to provide a firm and uniform surface suitable for concrete placement.

Construct new concrete cart path using concrete with a minimum compressive strength of 3,000 PSI and a minimum thickness of four (4) inches. Cart path shall have a minimum finished width of eight (8) feet and a minimum two percent (2%) cross slope to provide positive drainage.

New concrete cart path shall match and transition smoothly with existing adjacent cart path elevations and configurations. Finished grading shall prevent ponding or trapping of water along the cart path. Backfill exposed edges and restore all areas disturbed by the work to match surrounding conditions. Estimated Quantity: 3,600 SF

This keeps Tarpon Boil consistent with the concrete specifications we've now developed for Hawkes Bay, Southern Star, and Yankee Clipper, while preserving Tarpon Boil's original restoration language rather than adding a specific sod requirement that wasn't included in its original scope.

Miscellaneous

- Haul Road Repairs

The Contractor shall be responsible for repairing all damage to haul roads resulting from the Contractor's construction activities and shall restore affected areas to their pre-construction condition or better, at no additional cost to the District.

- Cart Path Damage

The Contractor shall be responsible for repairing any damage to existing cart paths resulting from the Contractor's construction activities that occurs outside of the designated square footage identified for cart path replacement. All such repairs shall be completed at no additional cost to the District and shall restore the affected cart paths to their pre-construction condition or better.

Supplemental Bid Items

The Contractor shall provide separate unit pricing for the following drainage items. These items shall be excluded from the applicable Total Lump-Sum Bid and furnished and installed only when authorized in writing by the District. Actual quantities will be based on field conditions and the amount of work authorized by the District.

- 12-Inch Round Drop-In Drainage Basin – Furnish and install complete. Unit: EA
- 4-Inch Perforated Drainage Pipe with Gravel – Furnish and install complete, including required gravel. Unit: LF
- 4-Inch Solid Drainage Pipe – Furnish and install complete. Unit: LF
- 2½-Inch Gate Valve – Furnish and install complete. Unit: EA

GENERAL SPECIFICATIONS

WORK HOURS

Work Hours are 7:00 am to 7:00 pm, seven (7) days per week. Contractor will not be expected to work weekends; however, the facility will be available for Saturday and Sunday work if desired. All services shall be scheduled with District designated personnel. Contractors must provide after-hours contact information to the District.

SUPERVISION

The contractor shall provide sufficient supervision of all maintenance and repair work being performed. Supervisors shall be able to communicate problems to the District Golf Representative at any time and shall be easily accessible to the Representative by cell phone at all times. Owner shall be notified of any change in supervisory personnel.

The contractor shall provide a knowledgeable, experienced and well-rounded supervisor to oversee each major District contract area. It is expected that the Contractor will assign no less than one (1) Superintendent per 36 executive holes and no less than one (1) Assistant Superintendent per 36 executive holes. A monthly walk through with the District Golf Representative is to be performed to cover work being accomplished, special needs or concerns and other related information. A good working relationship with other maintenance Contractors is to be established and maintained.

WORKFORCE

It is desired that the Contractor employees be dressed in a uniform fashion with the company identification. Vehicles as well should be easily identified. A neat and clean appearance should be maintained as much as possible. Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times. Contractor will provide The District with a current list of all employees.

In accordance with Federal laws and guidelines, all Contractors must only employ individuals who are legally authorized to work in the United States of America. Any Contractor who enters into a contract/agreement with the District hereby acknowledges that the Contractor only employs individuals who are legally authorized to work in the United States and to the extent that the Contractor is employing individuals who are not legally authorized to work in the United States, it is understood that District will not be responsible for any violations of Federal law and the Contractor, solely, will be responsible and liable for any violations and/or penalties associated with such violation. Successful Contractor(s) shall execute and submit the required E-verification forms.

PARKING

Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection, round-about or on a roadway. All necessary safety precautions are to be observed when Contractor's personnel are working in or around roadways.

SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, maintaining, and supervising safety precautions at all times while on District Property and in accordance with all Local and State Safety Laws and Regulations for the safety of persons or property in the performance of their work. The subcontractors (if any) shall also conform to the aforementioned requirements. It is the responsibility of the Contractor to enforce all safety requirements. Contractor shall refer to OSHA general industry standards regarding safety operations.

Contractor is responsible for appropriate construction signage to indicate safety hazards, and to be used at all times in any area necessary for the safety of workers, residents, visitors and others. The identifying notification shall remain in place until the services are complete. Contractor is responsible for signage removal and disposal.

Contractor will be responsible for the safe unloading of all material onto the District's site.

Contractors will not be permitted to use any products that are not first approved by the District.

PERSONAL PROTECTION

All Contractors and Sub-Contractors personnel shall wear appropriate personal protective equipment in the performance of their duties to include vests, protective eye wear or face shields, respiratory protection as required, gloves and protective clothing.

SITE CLEANLINESS AND CONDITION

As much as possible, all areas shall be kept free of litter, landscape and or construction debris. It is expected that during the routine performance of the different maintenance operations that the Contractor and workers are to be aware of site conditions and keep a neat and clean appearance. It should be understood that "THE VILLAGES" is a continuously growing and changing area. Development and construction will from time to time cause damage, or will interrupt the routine maintenance program. It is important that problems, or potential problems, should be brought to the attention of the District Representative as soon as possible for action.

UNAUTHORIZED USE OR OCCUPANCY OF DISTRICT PROPERTY

Under no circumstances shall District property be used for temporary or permanent lodging, habitation, or residential purposes.

MATERIALS

Contractor shall be responsible for all labor, materials, and equipment necessary for the proper maintenance and repair of District property described herein. All supplies and materials shall be inclusive in the contract price as requested.

Any labor, services, materials, or equipment that reasonably may be inferred in the solicitation document or from prevailing customary work procedures to produce the indicated result will be provided whether or not specifically called for in the documents at no additional cost to the District.

WORK STANDARDS
Contractor shall perform all work using the latest industry's best practices and standards as applicable to this work.

SUPPLEMENTAL BID ITEMS / APPROVED EQUALS / DEVIATIONS
The Bidder shall be responsible for carefully reading and understanding completely, the requirements and the specifications of the items requested. Any deviation from the specifications listed herein must be clearly indicated, otherwise it will be considered that the items offered are in strict compliance with these specifications and the successful Bidder will be held responsible. Therefore, deviations must be explained in detail on the form provided. Any item(s) that does not meet District specifications upon delivery will not be accepted and if the item cannot be brought up to the specifications in a reasonable time, the Bidder will be required to compensate the District for the difference in price entailed in utilizing the next qualified Bidder.

WARRANTY / REPAIRS
The Contractor warrants that all Work, labor, materials, and equipment furnished under the Agreement will be free from defects in materials and workmanship for a period of one (1) year following the District's final acceptance of the Work at each golf course location. The warranty period for each location shall commence separately on the date the District issues final acceptance for that location.

The Contractor shall promptly repair or replace, at no additional cost to the District, any defective Work, materials, or equipment identified during the applicable warranty period. The Contractor's responsibility shall include all labor, supervision, materials, equipment, mobilization, transportation, shipping, restoration, testing, and other costs necessary to complete the warranty work. Any damage to other property resulting from the defective Work or its correction shall also be repaired by the Contractor at no additional cost to the District.

Manufacturer warranties shall commence upon final acceptance of the applicable golf course location. All manufacturer warranties shall be in addition to, and shall not limit, the Contractor's warranty obligations. When a manufacturer's warranty provides longer or greater coverage, the Contractor shall ensure that the District receives the full benefit of that coverage. The Contractor shall provide all applicable warranty documents, certificates, maintenance requirements, and contact information before final payment for each location.

Before expiration of each one-year warranty period, the Contractor shall participate in a warranty inspection with the District's designated representative at no additional cost. The Contractor shall correct all covered deficiencies identified during the warranty period, regardless of whether the required corrective work is completed after the warranty period expires. Corrected or replaced Work shall be warranted for one (1) year from the District's acceptance of the correction or replacement.

DAMAGES
Contractor shall assume full responsibility for any damage to any such land or property, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. All damages (if any) shall be the responsibility of the Contractor and shall be corrected at the Contractor's expense.

SUBCONTRACTING
The Contractor may subcontract certain procedures or operations with the written approval of the District Management. Proof of proper licensing and insurance to be provided upon request. The Contractor is held responsible for any work performed by any subcontractor engaged.

PROOF OF PROPER LICENSE AND INSURANCE
The District has the right to request proof of current and proper licensing and insurance certification at any time during the term of the contract. Failure to provide proper documentation may lead to the suspension of the contract until such time that the proper documentation can be provided. The District has the right to continue to have the

contract work completed by another Contractor during this time and all costs incurred by the District shall be deducted from monies due to the Contractor.

INSPECTION AND ACCEPTANCE
Inspection and acceptance of product and workmanship shall be accomplished by the District's designated personnel. The District will perform inspections and document any conditions resulting from deviations performed by the Contractor under the Agreement. Any discrepancies shall be corrected immediately.

CORRECTIVE ACTION PLAN
Upon written notice from the District of defective or unacceptable Work, or failure to comply with the specifications or other requirements of the Contract Documents, the Contractor shall promptly take all necessary action to correct the deficiency.

If the Contractor fails to timely correct the defective or unacceptable Work, the District may cause the deficiency to be corrected. The District shall be entitled to deduct from any monies due, or which may become due to the Contractor, the reasonable costs and expenses incurred or necessary to correct the defective or unacceptable Work.

Alternatively, the District and Contractor may agree in writing to a Corrective Action Plan (CAP) establishing the actions and timeframe required to correct the deficiency. Provided the District determines that the Contractor is diligently pursuing and completing the corrective work in accordance with the approved CAP, the District may allow the Contractor to complete the required corrective action.
If the Contractor fails to perform any portion of the Work required under the Contract Documents, the District may cause such Work to be completed and deduct from any monies due, or which may become due to the Contractor, the actual costs and expenses incurred or reasonably necessary to complete the Work not performed.

All costs and expenses incurred by the District pursuant to this section may be deducted from monies due, or which may become due to the Contractor. If such costs and expenses exceed the amounts otherwise due to the Contractor, the District may recover the remaining amount from the Contractor.

The rights and remedies provided under this section are cumulative and in addition to all other rights and remedies available to the District under the Contract Documents. Any deduction, corrective action, or acceptance of a CAP shall not diminish or waive the District's right to declare the Contractor in default or exercise any other remedy available under the Agreement.

The District expects immediate and sustained compliance with all contractual requirements. Repeated or multiple notices of defective Work, unacceptable Work, or other contractual deficiencies may constitute grounds for termination of the Agreement for cause, as determined by the District, even if the individual deficiencies identified in such notices are subsequently corrected.

I particularly like keeping that last paragraph. It prevents a situation where a contractor repeatedly performs deficient work, fixes each problem only after receiving a notice, and then argues that there is no basis for further action because each individual deficiency was eventually corrected.

I also changed "specifications outlined in the solicitation" to "specifications or other requirements of the Contract Documents." That's important for this project because the Contractor's obligations aren't limited to the technical specifications; your scope also contains requirements for schedule, restoration, cart paths, irrigation, safety, etc.

SATISFACTORY PERFORMANCE
The frequencies and guidelines in this Scope of Work are estimated to achieve the desired quality. If they do not, CONTRACTOR shall provide reasonable additional services at no additional cost. Performance shall be measured against these maintenance specifications at DISTRICT's discretion. Performance evaluation is based on quality of goods or services delivered, not frequency of tasks performed. DISTRICT will review appearance and quality, evaluate CONTRACTOR performance, and adjust technical maintenance specifications as needed. Any damage to DISTRICT property by the CONTRACTOR shall be repaired by the respective tradesmen initiated though the

DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the CONTRACTOR responsible for said area and cost of repairs.

PROJECT TURNOVER
Prior to substantial completion of the work, Contractor shall clean the project site and make it ready for utilization by the District. At project completion, Contractor shall remove from the project site all tools, appliances, construction equipment, machinery, and surplus materials, and restore, to original condition, all property not designated for alteration by the Agreement Documents

PARTIAL UTILIZATION
Prior to Final Completion of the work, the District may use or occupy any substantially completed portion of the project site. The District and Contractor shall agree in writing on the portion that is separately functioning and usable for its intended purpose without significant interference with the Contractor's performance of the remaining work.

Such use or occupancy shall not constitute Final Completion or acceptance of the remaining work and shall not relieve the Contractor of its obligation to achieve Final Completion within the time required by the Agreement.

FINAL INSPECTION
When Contractor considers the entire project site ready for its intended use, Contractor shall notify the District in writing that the entire project is complete and request that the District perform a final inspection. Upon receipt of notice from Contractor that the entire project or an agreed upon portion thereof is complete, the District will promptly make a final inspection, with Contractor, and notify Contractor in writing of all particulars in which this inspection reveals that the project is incomplete or defective. Contractor shall immediately take such measures as necessary to complete such work or remedy such deficiencies.

PAYMENT SCHEDULE
Contractor to submit invoices to AccountsPayable@districtgov.org upon approval and acceptance by the District for work per the following schedule. All service will be invoiced as completed and submitted to the District's designated personnel office. Approval by District Staff prior to payment is required. Payment for services described herein shall be inclusive and final with no additional cost to the District.

7. BID SUBMITTAL

IMPORTANT NOTIFICATION:

Please Read Below for Very Important Information and Instructions Regarding Your Options for Bid Submittal.

Bids can be either submitted physically with hard copies or electronically through OpenGov https://procurement.opengov.com/portal/districtgov. Bids submitted by FAX, email or other electronic media **(excluding OpenGov)** will NOT be accepted under any circumstances**.**

Deadline for Submissions:

Submittals must be received no later than 3:00pm on November 3, 2026. Late bids will NOT be accepted, and will be returned, unopened, to the Respondent, at the Respondent's expense.

For electronic submissions, Respondents are solely responsible for ensuring that the complete Submittal is successfully submitted through the OpenGov Procurement Portal prior to the deadline. Late electronic submissions will not be accepted.

Late hard-copy Submittals will not be considered and may be returned unopened to the Respondent at the Respondent's expense.

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a response to a Solicitation to provide any goods or services to a public entity, may not submit a response to a Solicitation with a public entity for the construction or repair of any public building or public work, may not submit responses on leases of real property to a public entity crime, may not be awarded or perform work as a Vendor, supplier, sub-Contractor, or consultant under an Agreement with any public entity, and may not transact business with any public

entity in excess of thirty-five thousand dollars ($35,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.

The Villages Community Development Districts reserves the right to accept or reject any and/or all bids in whole or in part, to waive any informalities or irregularities in the bid, and to award contract(s) in the best interest of the District.

Physical Submittals: An original and one (1) copy (for a total of 2) and one (1) electronic copy on a new USB flash drive of each bid shall be submitted in a sealed envelope, prominently marked on the outside with the words, "ITB #26B-042" submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, "ITB #26B-042" submitted and the contents sealed as required. Submittals can be mailed or hand delivered to the Purchasing Department at 3571 Kiessel Road, The Villages, FL 32163, by 3:00pm, November 3, 2026.

Electronic Submittals: Bids can be submitted electronically through OpenGov https://procurement.opengov.com/portal/districtgov by the due date and time set forth in the timeline.

Respondents wanting to submit a response electronically will need to register with OpenGov. Please allow plenty of lead time when using the system for the first time. For questions on how to register with OpenGov, or on how to submit your bid electronically, please send an email to OpenGov at procurement-support@opengov.com.

- **Respondent shall submit One (1) complete bid package electronically through OpenGov**.
- The Bid must be submitted by e-bid on https://procurement.opengov.com/portal/districtgov/projects/304116. Allow ample time to set up the necessary account.
- Prepare your documents in Adobe Acrobat (*.PDF) format to upload, unless noted otherwise.
- Ensure all of the required documents are included in the e-bid submitted on OpenGov before 3:00pm, November 3, 2026.

Please note that this information may change at any time and with very little notice

8. VENDOR QUESTIONNAIRE

1. ITB Cover Page*
Please download the below document, complete, **SIGN** and upload.

- ITB_Cover_Page.pdf

*Response required

2. Pricing Bid Forms*
Please download the below documents, complete, **SIGN** and upload.

Instructions to Bidders for Pricing Bid Form Completion

1) Open Excel / Word Document

2) There are four (4) forms that must be completed.

- One (1) VCCDD Bid Form
- One (1) SLCDD Bid Form
- One (1) Bid Grand Total Form
- One (1) Supplemental Services Form

3) Enter pricing for each of the items in the Price column (yellow)

4) The Bid Total will auto-fill.

5) Save and Print each Excel Bid Form from each tab.

6) Sign the Excel Bid Form signature page(s)

7) Scan and upload Pricing Bid Form(s) with your submittal.

Pricing form must be fully completed, signed and submitted with Bidder's submittal.

Pricing MUST be submitted for all Excel Bid Forms.

NOTE: All price information to be used in the Bid review must be submitted on this Bid form, as is. Manipulating or altering this Bid form may result in this bid being non-responsive. Any exception or deviation from this Bid Form should be included in the Exceptions and Deviations Form to be considered separately.

- 26B-042_Excel_Bid_Forms.xlsx

*Response required

3. Respondent's Statement of Experience, Equipment and Personnel *
Please download the below document, complete, **SIGN, NOTARIZE** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- Experience,_Equipment_&_Ref...

*Response required

4. W-9*
Please provide a current W-9.
Download from the IRS website, complete, **SIGN** and include in submittal.
IRS Website Link: Form W-9 (Rev. March 2024)

- W-9.pdf

*Response required

5. Disclosure of Subcontractors, Experience & References*
Please download the below documents, complete, **SIGN, NOTARIZE** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- Disclosure_of_Subcontractor...

*Response required

6. Exceptions or Deviations to Specifications*
Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- Exception_&_Deviations.doc

*Response required

7. Respondent's Certification*

Please download the below document, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- Respondent's_Certifications...

*Response required

8. Respondent's Certification Regarding Scrutinized Companies' List*

Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- SCRUTINIZED_COMPANIES'_LIST...

*Response required

9. Drug-Free Workplace Certificate*

Please download the below documents, complete, **SIGN, NOTARIZE** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- Drug_Free_Workplace.doc

*Response required

10. Anti-Collusion Statement*

Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- Anti-Collusion_Statement.doc

*Response required

11. Insurance Requirements*

Please download the below documents, complete, **SIGN** and upload.

- Insurance_Requirements.doc

*Response required

12. COI or Letter of Insurance*

Please upload a COI or Letter of Insurance for informational purposes only.

*Response required

13. Terms and Conditions*

Please download the below document, complete, **SIGN** and upload.

- Terms_and_Conditions.pdf

*Response required

14. Wildlife Habitat Management Plan*
Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- Wildlife_Habitat_Management...

*Response required

15. Human Trafficking Affidavit*
Please download the below documents, complete, **SIGN, NOTARIZE** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- Human_Trafficking_Affidavit...

*Response required

16. Required Certifications and Licenses*
Please upload copies of required licenses or certifications that have not expired:

1.) Golf Course Builders' Association of America (GCBAA) Certification

*Response required

17. Bonding Requirements*
Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- Bonding_Requirement_Form.doc

*Response required

18. Bid Bond*
Please upload a Bid Bond (5% of bid amount)

A satisfactory bid bond executed by a surety insurer authorized to do business in Florida and the Respondent (Principal) should identify applicable District(s) as the Owner/Obligee, in an amount equal to ten percent (5%) of the bid and shall be submitted with each response. No bid shall be withdrawn for a period of ninety (90) days subsequent to the solicitation opening without the written consent of the District.

Applicable Districts:
Villages Community Development Districts

*Response required

19. Surety Letter*
Please upload a Surety Letter from a Certified Company:

- PROJECT AGREEMENT - A satisfactory letter of intent to bond executed by each Respondent identified as the Principal and an acceptable surety, in an amount no less than one hundred and fifty percent (150%) of the bid amount shall be submitted with each response and identify applicable District(s) (see below) as the Owner/Obligee.

Applicable District(s):
Villages Community Development Districts

*Response required

20. Cost Breakdown and Project Schedule*
Upload a completed AIA Document G703 (Schedule of Values) or an equivalent detailed cost breakdown supporting the lump-sum Bid for each golf course, along with a proposed project schedule. Both uploads are required.

*Response required

9. NON-TERM AGREEMENT SAMPLE

AGREEMENT FOR SERVICES BETWEEN VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT AND XXXXXXXXXXX
FOR EXECUTIVE GOLF COURSE RENOVATION PROJECTS-VARIOUS DISTRICTS
ITB #26B-042

THIS AGREEMENT is made this XX day of XXXXX 2026, by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 3571 Kiessel Road, The Villages, Florida 32163, and **XXXXXXXXXX** (hereafter referred to as "CONTRACTOR"), whose address is XXXXXXXXXX.

RECITALS

WHEREAS, the DISTRICT owns or operates certain executive golf courses requiring renovation and wishes to enter into an Agreement with a qualified Contractor capable of performing the Work; and

WHEREAS, the CONTRACTOR is qualified to perform the executive golf course renovations and agrees to furnish all labor, materials, equipment, services, permitting, and coordination necessary to complete the Work in accordance with the Contract Documents in consideration of payment by the DISTRICT;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Construction Materials, Services and Labor:
   For and in consideration of the mutual promises and covenants contained herein and the monetary consideration specified in this Agreement, the CONTRACTOR shall furnish all labor, services, fuel, equipment, materials, permitting, supervision, and coordination necessary to complete the executive golf course renovation projects awarded under this Agreement pursuant to ITB #26B-042, Executive Golf Course Renovation Projects – Various Locations, hereinafter referred to as the "ITB."

   The ITB, including its plans, specifications, Scope of Services, addenda, and other Agreement Documents identified therein, is incorporated into and made part of this Agreement as fully as if set forth herein. The CONTRACTOR shall perform all Work in accordance with the Contract Documents, including all incidental work necessary to provide complete turnkey renovations of the golf course locations covered by this Agreement.

2. Agreement Price: In consideration of the Work, labor, services, equipment, and materials furnished by the CONTRACTOR in accordance with the Contract Documents, the DISTRICT agrees to pay the CONTRACTOR the total lump-sum Agreement price of XXXXXXXXXXX Dollars ($XXXXXXXX), as set forth

in Exhibit A to this Agreement, subject to adjustments authorized by written change order. Progress payments and final payment shall be made in accordance with the payment, retainage, completion, and acceptance requirements of the Contract Documents.

3. Agreement Documents:
   a. Invitation to Bid (ITB)
   b. Instructions, Terms, and Conditions
   c. Bid Forms
   d. Bidders Statement of Experience, Equipment
   e. Disclosure of Subcontractors, Sub consultants and Suppliers
   f. Wildlife Habitat Management Plan (if applicable)
   g. Contractor's Certification
   h. Insurance Requirements
   i. Exceptions or Deviations to Specifications Form
   j. Statement of Terms and Conditions
   k. Contractor Certification Regarding Scrutinized Companies' List
   l. Drug Free Workplace Certificate
   m. Anti-Collusion Statement
   n. References & Similar Projects Form
   o. W9
   p. E-Verify Contractor
   q. Scope of Work / Specifications
   r. Agreement
   s. Permits / Licenses
   t. Bonding Requirement Form-Signed
   u. Bid Bond (5% of bid/proposal amount)
   v. Human Trafficking Affidavit-Signed
   w. Performance Bond Surety Letter
   x. All Addenda Issued Prior to SOLICITATION Opening Date
   y. All Modifications and Change Orders Issued
   z. Notice of Award / Notice to Proceed

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

- **General Liability**. CONTRACTOR shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than $1,000,000 per occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, subconsultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
- **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
- **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- **Waiver of Subrogation:** By entering into any Agreement as a result of this BID, CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.
- **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.
- **Cyber Liability Insurance.** The contractor shall maintain Cyber Liability Insurance at a limit of liability no less than $1,000,000 per claim/loss and $1,000,000 annual aggregate. Coverage shall include, at minimum, network security liability, data breach liability, social engineering and funds transfer fraud. The self-insured retention or deductible shall not exceed $50,000.
- **Certificate(s) shall be dated and show:**

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

  II. Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

  III. Subrogation of Waiver clause.

  IV. The Village Community Development District and any other governmental agencies using this agreement in cooperation with the DISTRICT shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.

  V. The CONTRACTOR shall require of each its sub-consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub-consultants and/or subcontractors in its policy as described above.

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

5. Contractor's Affidavit: When all work contemplated by the Agreement has been completed, inspected and approved by the DISTRICT, the CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR's

affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the DISTRICT at its option.

6. Warranty: The Contractor warrants that any failure of materials or labor within one (1) year of acceptance by the District shall be replaced or repaired without charge to the District. District shall make sole determination of repair or replacement. Manufacturer's Warranty to begin upon acceptance and approval. Warranty shall also cover all materials and labor associated with warranty repairs performed on site. The manufacturer's warranty shall prevail. All other materials and labor shall be warranted as per the preceding paragraph. Warranty on Quality and Workmanship shall be for one (1) year from date of final payment.

   Only manufacturer's authorized products or District approved equal shall be used in the services described herein. Paint products shall be warranted and the Contractor shall maintain a record of all warranted products. The record of warranted products shall be made available for review by the District at all times.

   The CONTRACTOR warrants that all Work, materials, and equipment furnished and installed under this Agreement shall be free from defects in materials and workmanship for one (1) year from the DISTRICT's final acceptance of the Work at each golf course location. The warranty period shall commence separately for each location and shall not be based on the date of final payment.

   The CONTRACTOR shall promptly repair or replace any defective Work, materials, or equipment identified during the applicable warranty period at no additional cost to the DISTRICT. This obligation includes all labor, supervision, materials, equipment, transportation, shipping, mobilization, testing, and restoration necessary to correct the deficiency. Manufacturer warranties shall be provided to the DISTRICT and shall supplement, rather than limit, the CONTRACTOR's warranty obligations. Any longer manufacturer warranty shall remain applicable for its stated duration.

7. Correction of Work: The CONTRACTOR shall promptly correct any Work rejected by the DISTRICT or found to be defective or otherwise noncompliant with the Contract Documents, whether identified before or after acceptance and whether or not fabricated, installed, or completed. The DISTRICT shall provide written Notice of Correction promptly after discovery of the deficiency. Deficiencies identified before Final Completion shall be corrected before Final Completion and acceptance of the applicable golf course location, unless otherwise approved in writing by the DISTRICT.

   During the applicable warranty period, the CONTRACTOR shall respond in writing within twenty-four (24) hours after receipt of a Notice of Correction, identifying the proposed corrective action and schedule for completion. Corrective Work shall be completed within the timeframe approved by the DISTRICT. Conditions presenting an immediate safety hazard or risk of further damage shall require immediate protective action by the CONTRACTOR.

8. Upon satisfactory completion and verification of the corrective Work, the DISTRICT shall issue written acceptance of the correction. Such acceptance shall not waive any remaining contractual or warranty obligations.

   The CONTRACTOR shall bear all costs associated with correcting defective or noncompliant Work, including labor, materials, equipment, additional testing and inspections, restoration, and related services and expenses. Deficiencies identified and reported during the applicable warranty period shall be corrected even if the corrective Work extends beyond that period. Corrected or replaced Work shall be warranted for one (1) year from the DISTRICT's acceptance of the correction or replacement. These obligations shall survive expiration or termination of this Agreement.

9. Corrective Action Plan:

- Upon written notice from the District of defective or unacceptable Work, or failure to comply with the specifications or other requirements of the Contract Documents, the Contractor shall promptly take all necessary action to correct the deficiency.
- If the Contractor fails to timely correct the defective or unacceptable Work, the District may cause the deficiency to be corrected. The District shall be entitled to deduct from any monies due, or which may become due to the Contractor, the reasonable costs and expenses incurred or necessary to correct the defective or unacceptable Work.
- Alternatively, the District and Contractor may agree in writing to a Corrective Action Plan (CAP) establishing the actions and timeframe required to correct the deficiency. Provided the District determines that the Contractor is diligently pursuing and completing the corrective work in accordance with the approved CAP, the District may allow the Contractor to complete the required corrective action.
- If the Contractor fails to perform any portion of the Work required under the Contract Documents, the District may cause such Work to be completed and deduct from any monies due, or which may become due to the Contractor, the actual costs and expenses incurred or reasonably necessary to complete the Work not performed.
- All costs and expenses incurred by the District pursuant to this section may be deducted from monies due, or which may become due to the Contractor. If such costs and expenses exceed the amounts otherwise due to the Contractor, the District may recover the remaining amount from the Contractor.
- The rights and remedies provided under this section are cumulative and in addition to all other rights and remedies available to the District under the Contract Documents. Any deduction, corrective action, or acceptance of a CAP shall not diminish or waive the District's right to declare the Contractor in default or exercise any other remedy available under the Agreement.
- The District expects immediate and sustained compliance with all contractual requirements. Repeated or multiple notices of defective Work, unacceptable Work, or other contractual deficiencies may constitute grounds for termination of the Agreement for cause, as determined by the District, even if the individual deficiencies identified in such notices are subsequently corrected.

Satisfactory Performance

- The frequencies and guidelines in this Scope of Work are estimated to achieve the desired quality. If they do not, CONTRACTOR shall provide reasonable additional services at no additional cost. Performance shall be measured against these maintenance specifications at DISTRICT's discretion. Performance evaluation is based on quality of goods or services delivered, not frequency of tasks performed. DISTRICT will review appearance and quality, evaluate CONTRACTOR performance, and adjust technical maintenance specifications as needed. Any damage to DISTRICT property by the CONTRACTOR shall be repaired by the respective tradesmen initiated though the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the CONTRACTOR responsible for said area and cost of repairs.

10. Standards of Conduct; Compliance with District Policies

- The Contractor shall ensure that its employees, agents, and subcontractors assigned to perform services under this Agreement conduct themselves in a professional, courteous, and lawful manner at all times while on District property or while performing services on behalf of the District.

- Contractor personnel shall comply with all applicable State Laws, Federal laws, and District policies governing workplace conduct, safety, ethics, and harassment prevention, as such policies may be reasonably applicable to non-District personnel performing services on District property.

- In the event the District receives a complaint(s) or otherwise determines that the conduct of any Contractor personnel may be inconsistent with the standard herein or District policies, the District reserves the right to require the temporary or permanent removal of such individual from District property or from performing services under this Agreement.

- Any such request shall not be construed as a determination of fault or as a direction regarding the Contractor's employment or disciplinary decisions, which shall remain the sole responsibility of the Contractor. Failure to comply with this provision shall constitute a material breach of the Agreement and may lead to termination of the agreement.

11. Termination By The District: The DISTRICT may terminate this Agreement, in whole or in part, if the CONTRACTOR defaults under the Contract Documents, subject to any applicable notice and opportunity-to-cure requirements. Termination may apply to one or more golf course locations or specified portions of the Work. The DISTRICT shall deliver written Notice of Termination identifying the grounds for termination, the extent of the Work terminated, and the effective date.

    OBLIGATIONS UPON TERMINATION
    Upon receipt of a Notice of Termination, and except as otherwise directed in writing by the DISTRICT, the CONTRACTOR shall:

    1. Stop Work on the date and to the extent specified in the Notice.
    2. Place no further orders or subcontracts for the terminated Work, except as expressly authorized by the DISTRICT.
    3. Cancel outstanding orders and subcontracts relating to the terminated Work to the extent practicable.
    4. Take reasonable measures to protect completed Work, materials, equipment, and District property and leave affected areas in a safe and secure condition.
    5. Provide the DISTRICT with project records, approved submittals, warranties, and other documents relating to the terminated Work, and transfer materials and equipment for which the DISTRICT has paid.
    6. Continue performing any Work not terminated.
    7. Cooperate with the DISTRICT in transitioning the terminated Work and minimizing resulting costs.

    ACCOUNTING FOLLOWING TERMINATION
    Within thirty (30) calendar days after the effective date of termination, unless extended in writing by the DISTRICT, the CONTRACTOR shall submit an itemized accounting of amounts claimed, together with supporting documentation. Submission of an accounting shall not establish entitlement to payment or constitute acceptance of any claim by the DISTRICT.

    Following termination for default, any amount otherwise payable to the CONTRACTOR shall be subject to deductions for reasonable costs incurred by the DISTRICT to complete or correct the Work and other amounts recoverable under the Contract Documents. The CONTRACTOR shall remain liable for recoverable costs exceeding the unpaid Agreement balance. The DISTRICT's rights and remedies shall be cumulative.

    TERMINATION FOR CONVENIENCE
    The DISTRICT may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written notice.
    Upon such termination, the CONTRACTOR shall be entitled to payment for conforming Work properly

performed through the effective date of termination and reasonable, documented, unavoidable costs directly resulting from the termination, subject to the Contract Documents. The CONTRACTOR shall take reasonable steps to mitigate these costs. No payment shall be made for anticipated profits on unperformed Work or avoidable costs incurred after receipt of the Notice of Termination.

Payments shall exclude amounts previously paid and shall not duplicate payment for materials purchased directly by the DISTRICT. Total compensation shall not exceed the applicable Agreement price, as adjusted by authorized written change orders.
This revision separates default from convenience termination and removes the blanket prohibition on expenses after notice, which conflicted with the requirement to continue work during the 30-day notice period. It also changes the convenience-payment terms to allow reasonable, documented, unavoidable termination costs.

12. Payment: Invoices shall be submitted via email to accountspayable@districtgov.org. Payment by the DISTRICT will be made after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.

13. Unusual Costs: The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction based on extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

    The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination.
    The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

14. Time for Performance: Time is of the essence in the performance of this Agreement. The CONTRACTOR shall commence Work at each golf course on the commencement date specified in the applicable Notice to Proceed and shall achieve Final Completion of the Work at that location within one hundred eighty (180) calendar days from that date. Each golf course shall have a separate Notice to Proceed, and the performance periods are location-specific and not cumulative. Project schedules may overlap, and the CONTRACTOR shall provide sufficient resources to meet each location's completion deadline. Any extension of time shall be subject to written approval by the applicable DISTRICT in accordance with the Contract Documents.

15. Indemnification: To the fullest extent permitted by Florida Statute 725.06, CONTRACTOR shall indemnify and hold harmless the DISTRICT and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use

resulting therefrom but only to the extent caused by any negligent act or omission of CONTRACTOR, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by CONTRACTOR shall be $1 million dollars per occurrence.

16. Changes: No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Agreement with the plans and specifications that are made a part hereof by reference, the Agreement shall prevail.

17. Unauthorized Use or Occupancy of District Property: Under no circumstances shall District property be used for temporary or permanent lodging, habitation, or residential purposes.

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

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

    Contractor shall be assessed liquidated damages in the amount of $1,000.00 per day for every day the project is incomplete after the project completion deadline, barring unforeseen circumstances as approved by the District.

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

21. Notice Of Sale Or Merger: CONTRACTOR may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event CONTRACTOR intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of CONTRACTOR under this Agreement, or to a third party that is not approved by DISTRICT, then CONTRACTOR shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from CONTRACTOR for its breach of contract, in addition to any other remedy provided for in this Agreement.

22. Breach Of Contract: The failure of CONTRACTOR to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by CONTRACTOR. In such

event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the CONTRACTOR from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

23. Prohibition Against Considering Social, Political or Ideological Interest in Government Contracting F.S. 287.05701: Bidders are herby notified of the provisions of section 287.05701, Florida Statues, as amended, that the District will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the bidder is a responsible bidder. Bidder's are further notified that the District's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

24. General Conditions:

- The CONTRACTOR shall collect and properly dispose of all trash, litter, debris, refuse, and discarded materials resulting from its operations, including daily cleanup of the project sites and any staging or storage areas used by the CONTRACTOR. Removal shall occur frequently enough to prevent unsightly, unsanitary, or hazardous accumulations. All handling and disposal shall comply with applicable local, state, and federal requirements. The CONTRACTOR shall provide its own dumpsters or other suitable waste containers in locations approved by the DISTRICT. Use of DISTRICT dumpsters is strictly prohibited.
- The CONTRACTOR shall ensure that its employees and subcontractor personnel wear personal protective equipment appropriate to the work performed, including safety vests, protective eyewear or face shields, respiratory protection, gloves, and protective clothing, as required by applicable safety standards.
- The CONTRACTOR shall comply with all applicable local, state, and federal safety requirements and take necessary precautions to protect workers, District personnel, residents, golfers, visitors, and property. Work affecting roadways, rights-of-way, cart paths, or pedestrian routes shall include appropriate traffic and access controls, safe vehicle parking, signage, barricades, safety cones, and flag personnel as necessary. CONTRACTOR vehicles shall be clearly identifiable.
- The CONTRACTOR acknowledges that members of the public may associate its personnel with the DISTRICT. The CONTRACTOR shall conduct its operations and supervise its employees and subcontractors professionally and in a manner that minimizes interference with District operations.
- The CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations, and orders, including applicable amendments and modifications.
- The CONTRACTOR shall not assign this Agreement or delegate its obligations without the DISTRICT's prior written consent. Approved subcontracting shall not relieve the CONTRACTOR of responsibility for performance of the Work. The DISTRICT may assign this Agreement to an entity acquiring the real property subject to this Agreement.
- In the event of default under this Agreement, the prevailing party shall be entitled to recover from the defaulting party all costs and expenses, including reasonable attorneys' fees, incurred in enforcing its rights under this Agreement, whether or not litigation is instituted, including proceedings at the trial and appellate levels.
- Venue for any action concerning the enforcement, construction, or interpretation of this Agreement shall be in the County or Circuit Court in Sumter County, Florida. The CONTRACTOR expressly waives any venue privilege or diversity-of-citizenship privilege it may have in connection with this Agreement.
- The CONTRACTOR is an independent contractor and shall not be construed as an agent, servant, or employee of the DISTRICT or any elected or appointed District official. The CONTRACTOR shall have no express or implied authority to bind the DISTRICT or incur any contractual or tort liability on its behalf.

- The Contract Documents constitute the entire agreement between the parties and supersede all prior written or oral representations, statements, negotiations, and agreements concerning the subject matter of this Agreement. Representations, statements, or negotiations by District staff shall not bind the DISTRICT unless incorporated into a written document signed by an authorized District representative. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

- No amendment to this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

25. Contractor's Representations: CONTRACTOR makes the following representations:

- The CONTRACTOR acknowledges that it has reviewed and familiarized itself with the Contract Documents, the nature and extent of the Work, the project locations, reasonably observable local conditions, and applicable federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the Work.

- The CONTRACTOR acknowledges that it has reviewed the plans, specifications, and all addenda issued before the bid submission deadline and has had the opportunity to visit and examine each golf course location covered by this Agreement. The CONTRACTOR has satisfied itself regarding the requirements for performing the Work, including site access, staging, storage, and coordination of overlapping project schedules.

- The CONTRACTOR acknowledges that it has investigated reasonably ascertainable construction and labor conditions, observable obstructions, the character and quantities of the Work, materials required, and other requirements identified in the Contract Documents. This acknowledgment does not modify any provisions of the Contract Documents governing concealed or differing site conditions.

- The CONTRACTOR acknowledges that it has provided written notice to the DISTRICT of all conflicts, errors, or discrepancies discovered in the Contract Documents before submitting its Bid. Any additional conflicts, errors, or discrepancies discovered after bid submission shall be promptly reported to the DISTRICT in writing before proceeding with the affected Work.

- Submission of a Bid constitutes the CONTRACTOR's representation that it has completed the reviews and investigations required by this section and understands the requirements for performing the Work. Such representation does not waive rights expressly provided under the Contract Documents concerning concealed or differing site conditions.

- Equal Opportunity: The CONTRACTOR shall not discriminate against any person on the basis of race, color, creed, religion, national origin, disability, age, sex, or any other characteristic protected by applicable law in any activity performed under this Agreement.

- The CONTRACTOR shall require its subcontractors to comply with this provision.

- E-Verify: The CONTRACTOR shall comply with Section 448.095, Florida Statutes, and applicable federal employment eligibility requirements. The CONTRACTOR and its subcontractors shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees as required by law. The CONTRACTOR shall include these requirements in all subcontracts and obtain an affidavit from each subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall retain each affidavit for the duration of this Agreement and provide copies to the DISTRICT upon request. Termination and other consequences of noncompliance shall be governed by Section 448.095, Florida Statutes. The CONTRACTOR shall be responsible for its compliance and any resulting liabilities or penalties imposed upon it.

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

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

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

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

JENNIFER FARLOW, DISTRICT CLERK
3571 KIESSEL ROAD, THE VILLAGES FL 32163
PHONE: 352-751-3939
EMAIL: jennifer.farlow@districtgov.org

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chair of the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** , attested by the clerk of said DISTRICT, and **XXXXXXXXXXX** 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 CENTER COMMUNITY DEVELOPMENT DISTRICT	**XXXXXXXXXXX**
By:_____	By: _____
_____	_____
Print Name	Print Name
_____	_____

Print Title	Print Title
_____	_____
Date	Date
_____	_____
Attest	Attest