CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT

<u>District Office – Wesley Chapel, Florida (813) 994-1001</u>

<u>Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614</u>

www.concordstationcdd.com

January 5, 2022

Board of Supervisors Concord Station Community Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Concord Station Community Development District will be held on Thursday, January 13, 2022 at 10:00 a.m., at the Concord Station Clubhouse, 18636 Mentmore Blvd., Land O'Lakes FL 34638. The following is the agenda for this meeting:

1. 2.	_	LL TO ORDER/ROLL CALL DIENCE COMMENTS
3.	ST	AFF REPORTS
	A.	Deputy Update
	B.	District Engineer
	C.	District Counsel
	D.	Field Operations Manager
		i. Aquatics Update
		ii. Field Inspection ReportTab 1
		iii. Greenview Weekly ReportsTab 2
	E.	Clubhouse Manager
		i. Review Monthly Clubhouse ReportTab 3
	F.	District ManagerTab 4
4.	BU	SINESS ADMINISTRATION
	A.	Consideration of the Minutes of the Board of Supervisors'
		Meeting held on December 9, 2021Tab 5
	B.	Consideration of Operation and Maintenance Expenditures
		for November 2021Tab 6
5.	BU	SINESS ITEMS
	A.	Consideration of Options to Reduce Noise Level for Aeration Systems
		(under separate cover)
	B.	Consideration of Janitorial ProposalsTab 7
	C.	Consideration of As-Needed Maintenance ContractTab 8
	D.	Consideration of Playground Inspection ProposalTab 9
	E.	Consideration of Quarterly Mows Along 10' Easement
		Behind Herne Bay CourtTab 10
	F.	Consideration of Pool Furniture Re-Strapping ProposalTab 11
	G.	Consideration of Moving Funds into an Enhanced Cash Fund Tab 12
6.	ΑU	DIENCE COMMENTS AND SUPERVISOR REQUESTS
7	۸D	IOURNMENT

Concord Station CDD January 5, 2022 Page Two

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

Debby Wallace

Debby Wallace District Manager

Tab 5

MINUTES OF MEETING 1 2 3 Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a 4 5 verbatim record of the proceedings is made, including the testimony and evidence upon 6 which such appeal is to be based. 7 CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT 8 9 The regular meeting of the Board of Supervisors of the Concord Station Community 10 Development District was held on Thursday, December 9, 2021 at 6:31 p.m. at Concord 11 12 Station Clubhouse located at 18636 Mentmore Boulevard, Land O' Lakes, Florida 34638. 13 14 Present and constituting a quorum: 15 Steven Christie **Board Supervisor, Chairman** 16 Fred Berdeguez **Board Supervisor, Vice Chairman** 17 Karen Hillis **Board Supervisor, Assistant Secretary** 18 19 (via conference call) Donna Matthias-Gorman **Board Supervisor, Assistant Secretary** 20 Jerica Ramirez **Board Supervisor, Assistant Secretary** 21 22 Also present were: 23 24 District Manager, Rizzetta & Co., Inc. 25 Debby Wallace **District Engineer, JMT Engineering** Stephen Brletic 26 (via conf. call) 27 28 Michael Speidel **Clubhouse Mgr., Rizzetta Amenity Services** (via conf. call) 29 Nick Margo Representative, Solitude (via conf. call) 30 31 32 Audience Present 33 FIRST ORDER OF BUSINESS Call to Order 34 35 Ms. Wallace called the meeting to order and performed the roll call confirming a 36 37 quorum for the meeting. 38 SECOND ORDER OF BUSINESS **Audience Comments** 39 40 An audience member addressed the Board regarding conservation areas/wetlands. 41 The Board directed District Engineer to look into the conservation area behind resident's 42

lot.

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4	6	

THIRD ORDER OF BUSINESS

Staff Reports

A. Deputy Update Not present.

B. Aquatics Report

Mr. Margo presented the aquatic report to the Board and reviewed the fish stocking proposal for Ponds W18 and W8.

On a Motion by Mr. Berdeguez, seconded by Ms. Ramirez, with all in favor, the Board of Supervisors approved the Solitude proposal for fish stocking for ponds W18 and W8 in the amount of \$1,624.00, for the Concord Station Community Development District.

C. District Engineer

Mr. Brletic provided an update on the pocket parks, volleyball courts, solar structure, clubhouse parking lot lights, and SWFWMD request to clean out drainage structure.

On a Motion by Mr. Christie, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved the Solar Structure plans and authorized the District Engineer to collect proposals based on the plans, for the Concord Station Community Development District.

D. District Counsel

E.

Not present.

Field Operations Manager

The Board reviewed the field inspection report, and the Greenview landscaping reports.

On a Motion by Mr. Christie, seconded by Mr. Berdeguez, with all in favor, the Board of Supervisors approved the Greenview proposal for Top Choice Ant Treatment along Mentmore and Sunlake in the amount of \$4,400.00, for the Concord Station Community Development District.

F. Clubhouse Manager

Mr. Speidel presented the monthly Clubhouse Report to the Board. The Board directed Mr. Speidel to collect a proposal to restore grout in the Clubhouse.

The Board directed Ms. Wallace to collect a proposal from Jaymen Enterprises to

76

106

77 work on property that current maintenance person cannot do. 78 79 G. **District Manager** 80 Ms. Wallace reminded the Board that the next meeting is scheduled for January 13, 81 2022 at 10:00 a.m. 82 83 84 Ms. Wallace reviewed her report with the Board and provided an update on 85 Suncoast Rust and the updated property insurance. Ms. Wallace reviewed with the Board \$30,539.60 balance in the revenue account. 86 87 On a Motion by Mr. Berdegeuz, seconded by Ms. Matthias-Gorman, with all in favor, the Board of Supervisors approved to move the \$30.359.60 to the General Fund Account and allow Mr. Christie to sign the directive for same, for the Concord Station Community Development District. 88 FOURTH ORDER OF BUSINESS Consideration of the Minutes of the 89 Board of Supervisors' Meeting held on 90 November 11, 2021 91 92 93 The Board approved the Minutes from the Board of Supervisors' Meeting held on November 11, 2021. 94 95 On a Motion by Mr. Berdeguez, seconded by Ms. Hillis, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on November 11, 2021, as presented, for the Concord Station Community Development District. 96 FIFTH ORDER OF BUSINESS Consideration of Operation 97 and **Maintenance Expenditures for October** 98 99 2021 100 On a Motion by Mr. Berdeguez, seconded by Mr. Christie, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for October 2021 (\$99,939.07), for the Concord Station Community Development District. 101 102 Consideration of Janitorial Services 103 SIXTH ORDER OF BUSINESS 104 **Proposal** 105

107 The Board authorized Ms. Wallace to send Jani-King of Tampa Bay a letter of intent 108 to cancel and not renew contract after March 8, 2022. Ms. Wallace to collect one more 109 110 janitorial proposal for next CDD meeting. 111 112 SEVENTH ORDER OF BUSINESS **Audience Comments** 113 An audience member addressed the Board regarding ants in the common areas. 114 115 116 The Board directed Ms. Wallace to send letter to Bainbridge Apartments regarding taking over maintenance of median on Mentmore in front of the apartments. 117 118 119 **EIGHTH ORDER OF BUSINESS Supervisor Requests** 120 121 There were no supervisor requests. 122 **NINTH ORDER OF BUSINESS Adjournment** 123 124 On a Motion by Mr. Berdeguez, seconded by Ms. Matthias-Gorman, the Board of Supervisors adjourned the meeting at 8:03 p.m., for the Concord Station Community Development District. 125 126 127 128 Chairman/Vice Chairman Secretary/Assistant Secretary 129 130

Tab 6

<u>District Office · Wesley Chapel, Florida · (813)-994-1001</u>

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Operations and Maintenance Expenditures November 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

Approval of Expenditures:

_____Chairperson

____Vice Chairperson

Assistant Secretary

The total items being presented: \$117,386.98

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Board of County Commissioners	004170	21131060	2021 21-26-18-0010-24500-0000 Solid Waste Disposal Assessment	\$	824.18
Brandon McLemore	004168	111121 Unique	Deposit on GaGa Ball Court 11/21	\$	30,000.00
Clean Sweep Supply Co., Inc.	004148	1982	Janitorial Supplies 10/21	\$	492.50
Concord Station CDD	CD133	CD133	Debit Card Replenishment	\$	1,100.89
Concord Station CDD	CD135	CD135	Debit Card Replenishment	\$	914.39
Concord Station CDD	CD134	CD134	Debit Card Replenishment	\$	838.56
Department of Economic Opportunity	004158	84895	Special District Fee FY 21/22	\$	175.00
Donna Matthias-Gorman	004163	DM111121	Board Of Supervisors Meeting 11/11/21	\$	200.00
Duke Energy	004165	Summary Bill 10/21	Summary Bill 10/21	\$	10,335.49
Florida Department of Revenue	004160	61-8017248652-6 10/21	Sales & Use Tax 10/21	\$	172.38
Fred Berdeguez	004156	FB111121	Board Of Supervisors Meeting 11/11/21	\$	200.00
Frontier Communications of Florida	004149	813-909-4569-121718-5 11/21	Account #813-909-4569-121718- 5 11/21	\$	599.64
Jani-King of Tampa Bay	004143	1-1-434271	Monthly Cleaning Service 10/21	\$	250.00

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Jani-King of Tampa Bay	004143	1-435386	Monthly Cleaning Service 11/21	\$	250.00
Karen Hillis	004161	KH111121	Board Of Supervisors Meeting 11/11/21	\$	200.00
Karins Engineering Group, Inc.	004162	212772	Engineering Services 10/21	\$	1,410.00
Lightning Master Corporation	004144	210786-Bolt	Lightning Bolt System 10/21	\$	11,845.79
Little People's Cove	004145	27974	Wall Sensory Toys & Games for Play Area 10/21	\$	1,622.40
Mike Fasano, Tax Collector	004154	21-26-18-0010-24500-0000 2021	Ad Valorem Taxes & Non-Ad Valorem Assessments 2021	\$	1,851.36
Pasco County	004171	15708238	18636 Mentmore Blvd 10/21	\$	646.89
Pasco County	004171	15708239	19322 Umberland Place 10/21	\$	10.14
Pasco County Sheriff	004150	AR001189	Law Enforcement Services #1 10/21	\$	9,077.42
Rizzetta & Company, Inc.	004172	INV0000062021	Assessment Roll FY 21/22	\$	5,408.00
Rizzetta & Company, Inc.	004146	INV0000062544	District Management Fees 11/21	\$	6,126.34
Rizzetta Amenity Services	004166	INV00000000009132	Amenity Management Services 10/01/21	\$	11,873.46
Rizzetta Amenity Services	004173	INV00000000009175	Out of Pocket Expenses 09/21	\$	92.56

Paid Operation & Maintenance Expenditures

November 1, 2021 Through November 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Rizzetta Amenity Services	004151	INV00000000009276	Amenity Management Services 10/29/21	\$	6,851.04
Rizzetta Amenity Services	004166	INV0000000009299	Out of Pocket Expenses 10/21	\$	103.76
Rizzetta Amenity Services	004173	INV0000000009324	Amenity Management Services 11/12/21	\$	7,187.04
Rizzetta Technology Services, LLC	004147	INV0000008173	Email Accounts, Admin & Maintenance 11/21	\$	175.00
Site Masters of Florida, LLC	004167	110921-3	Remove Light Poles & Bases Amenity Parking 11/21	\$	1,200.00
Stanley Steemer	004155	110121-Stanley	Tile & Floor Cleaning of Clubhouse Interior	\$	2,415.75
Steven A. Christie	004157	SC111121	Board Of Supervisors Meeting	\$	200.00
Suncoast Rust Control, Inc.	004152	3931	Rust Control 10/21	\$	1,035.00
Swine Solutions LLC	004153	1012	Monthly Trapping Service 10/21	\$	1,650.00
Waste Management Inc. of Florida	004169	0692311-1568-9	Waste Disposal Services 11/21	\$	52.00
Report Total				\$	117,386.98

Tab 7



October 25th, 2021

Dear Michael Speidel:

Thank you for this opportunity to propose for janitorial services for Concord Station Clubhouse! We understand the importance of making a wise decision in partnering with a company that is experienced managing the needs of a multi-functional building.

City Wide Facility Solutions services over 500 properties in Tampa Bay including Winding Ridge, The Wilson Group, UDR, and Collier's International for reference.

Why choose a partnership with City Wide Facility Solutions:

- Over 92% customer retention rating!
- Ability to provide and certify completion of background checks, drug screening for uniformed and English-speaking janitorial staff (upon request).
- Assignment of a Facility Service Manager (FSM), Night Manager who will visit weekly and randomly, perform inspections, and provide ongoing training.
- Veteran Owned business with a Veteran "Preferred" hiring philosophy partnered with MacDill AFB for finding talented leaders to join our company.
- Focused on diversity and inclusion: majority of key staff and leadership roles are held by females.
- Supportive of local small and minority business: 95% of our contracted partnerships are with medium-sized women and minority-owned businesses in Tampa Bay.
- Assurance of no down-time and low turnover due to competitive pay and cross-training individuals as back-up for the porter position and night crew positions.
- Providing non-profit support through donations and volunteer efforts.

Please refer to the following pages for more details about our great company.

We sincerely appreciate your consideration of our great company, and we hope to develop a transition plan to facilitate the change-over to a better service with City Wide Facility Solutions!

Sincerely,

Brittney Schmidt Senior Sales Executive City Wide Facility Solutions



City Wide - Corporate

Founded in 1961 by Frank Oddo, City Wide Facility Solutions was built on family values and has grown exponentially. With 57 locations in 30 states, we currently manage over 4,000 facilities nationwide.







Jeff Oddo President









City Wide currently manages maintenance services for over 4,000 buildings nationwide....

National footprint, 56 locations, and growing to 145 locations

Atlanta (Metro), Georgia Atlanta (North), Georgia Austin, Texas Baltimore, Maryland Boston, Massachusetts Chantilly, Virginia Charlotte, North Carolina Charleston, South Carolina Chicago (Metro), Illinois Chicago (North), Illinois Cincinnati, Ohio Cleveland, Ohio Columbus, Ohio Dallas-Ft. Worth, Texas Dayton, Ohio Denver, Colorado Detroit, Michigan Fort Meyers, Florida

Greenville-Spartanburg, South Carolina Harrisburg, Pennsylvania Houston, Texas Indianapolis, Indiana Inland Empire, California Jacksonville, Florida Kansas City, Kansas Lehigh Valley, Pennsylvania Los Angeles, California

Louisville, Kentucky Memphis, Tennessee Miami, Florida Milwaukee, Wisconsin Minneapolis-St. Paul. Minnesota Nashville, Tennessee New Hampshire New Jersey, Central New Jersey, Northern Oklahoma City, Oklahoma Omaha, Nebraska Orlando, Florida Palm Beach, Florida Pawtucket, Rhode Island Phoenix, Arizona (2 offices) Philadelphia, Pennsylvania Portland, Oregon Providence, Rhode Island Raleigh-Durham, North Carolina Richmond, Virginia Salt Lake City, Utah San Antonio, Texas San Diego, California San Mateo, California Seattle, Washington St. Louis, Missouri Tampa Bay, Florida Tucson, Arizona Wichita, Kansas



City Wide - Tampa Bay

John Duffy and Steve Howerton opened City Wide Facility Solutions in early 2010. Since then, our branch has grown to **over \$19M in sales** by remaining focused on client retention & a superior standard of management.



Over 500 facilities cleaned in the Bay Area 8.5+ million square feet cleaned 400+ crews

Over 100 Medical...

- BayCare Medical and Surgery Group
- Gracepoint
- Physician Partners of America
- USF Health

Over 70 Schools...

- USF Main Campus
- Charter Schools USA
- New College
- Sarasota Military Academy

Offices.... Big & Small

- Lazy Days RV Center (150 Acres)
- Florida Central Credit Union
- Cintas Corporation

Car Dealerships

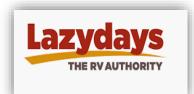
- Dimmitt Automotive Group
- Crown Eurocars
- Ferman Automotive Group













World Class Managers

Your Facility Solutions Manager is your **single point of contact** for everything, 24 hours a day, seven days a week to make sure you are completely satisfied.



Khachi Alboydjian
Director of Operations



Sarah Sferrazza Director of Operations

Our Facility Solutions Management Team



Caleb Reeves



Grady Bass



Megan Korsmeyer



Philip Campbell



Bradley Patton



Charon Wood



Vivian Santos



Leidys Hernandez



Charley Van Horn



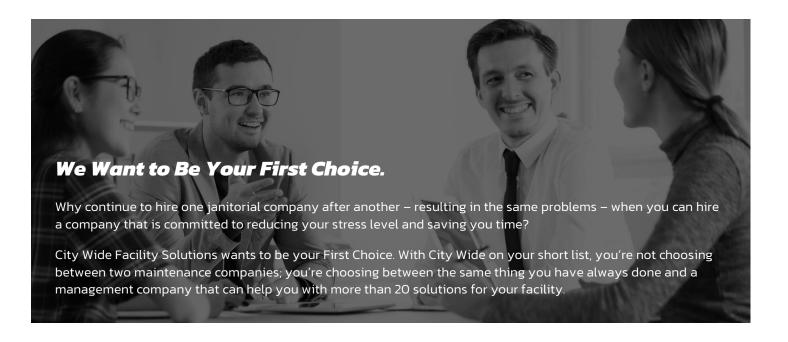
Willie Serrano



Alex Mohamed



Gabriella Navas



Why Choose City Wide Facility Solutions?

For one service or many, City Wide will provide unparalleled assistance in the form of:

- One point of contact
- ▶ Competitive pricing
- Simplified invoicing
- ▶ Facility Solutions Manager and Night Manager
- ▶ 24-hour client care
- ▶ Proactive evaluation of your building

Our clients see a difference in the quality of service delivered by City Wide. That is why we boast a retention rate above 92%.

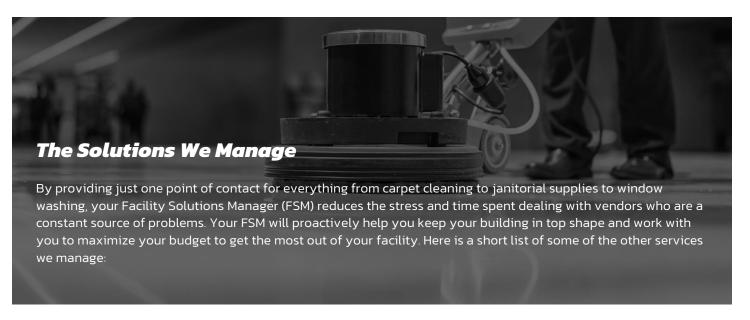
City Wide's Facility Solutions Manager: Your One Point of Contact

Your Facility Solutions Manager strives to understand your building as fully as possible. They know you have more important things to do, and they take care of the details for you. Let us introduce your Facility Solutions Manager:



Philip Campbell
Facility Solutions Manager
(727) 250–8683
pcampbell@gocitywide.com

No matter how many, or few, services you require, City Wide will take the hassle out of the equation. Your Facility Solutions Manager meets with you during the day with the primary responsibility of helping to ensure quality and to be available to you to address any other needs for your facility. Your Night Manager oversees the afterhours services being done in your facility to ensure superior work on every project. Due to our unique business model, we can provide all of this at a competitive price compared with others in the industry.



Disinfecting Services

- ▶ High-touch areas
- ▶ Electrostatic spraying

Janitorial Supplies

- ▶ Toilet paper
- ▶ Soap and dispensers
- ▶ Paper towels
- ▶ Break room supplies

Detail Cleaners

- ▶ Edge vacuum carpets
- ▶ Dust blinds
- ▶ Dust air vents
- ▶ Wash walls in rest rooms

Floor Care Specialists

- Strip/refinish all resilient tile and hard surface floors
- ▶ Scrub restroom floors

Carpet Care Specialists

 Clean carpets using appropriate method; extraction, bonnet, or dry foam and more

Window Washers

Wash interior and/or exterior windows, ground level to high-rise

Construction Cleans

▶ Prepare a site for use after construction

Pressure Washing

 Eliminate build-up from the exterior of your facility

Lighting Services

Replace difficult to reach and high voltage lighting

Parking Lots

- Striping
- ▶ Pothole repair
- ▶ Resurfacing
- Sweeping

Lawn Maintenance

- ▶ Mowing
- ▶ Edging
- ▶ Customized landscape project

City Wide Business Model

City Wide Facility Solutions is a management company in the building maintenance industry. By uniquely representing the client, our professional management team serves as one point of contact for 20+ facility solutions for commercial properties, leveraging our network of independent contractors.



New Account Implementation Process

With 30 days' notice we will implement the following to ensure a smooth transition:

- Immediately after our agreement has been signed, we will schedule a building walkthrough with your Facility Solutions Manager. This is to view the facility, review the scope of work, and discuss items of importance.
- 2. During the pre-start walk-through we request building keys, alarm codes, and emergency procedures to provide to your City Wide team.
- We will select the most qualified independent contractor(s) and Night Manager to perform the scope of work as agreed. Our goal is to ensure a smooth transition.
- 4. Your assigned Facility Solutions Manager and Night Manager will be at your facility for the first nights of the start-up to support the crews and to ensure we achieve the City Wide level of service.
- Your dedicated Facility Solutions Manager will visit the facility and complete an inspection the morning following the first clean to ensure the expectations are being met and the building is being serviced properly.
- Ongoing inspections will be made thereafter during the day by the Facility Solutions Manager on a regularly agreed upon day and time.

In Conclusion

Regardless of the size and scope of your operation and the range of your immediate needs, City Wide can manage the job. We have developed a proprietary business model and are dedicated to a vision that does not simply try to do better than the competition but ensures 100% client satisfaction.

We have a superior track record in client retention for a reason and welcome the opportunity to show you why firsthand. City Wide appreciates that selecting the right vendor means considering all the information you have received. What is important to remember is you are not being given the choice between two maintenance companies, as we are not a maintenance company.

This is not an "apples to apples" comparison; it's truly "apples to oranges." You are being given the choice between yet another janitorial company OR a management company that will become an extension of your team.

Created for: Concord Station Clubhouse
Attention: Michael Speidel
10/25/2021

Investment Recap

City Wide Facility Solutions Service Package

Services to be Performed	Frequency	Price/Month
Facility Solutions Manager	Proactive Inspections	Included
Night Manager	Proactive Inspections	Included
Monthly Janitorial Approximately 4,183 Cleanable Square Feet	3x/Week	\$800.00
	Total Monthly Price	\$800.00

Quote Includes:

Consumables:

Start Date

- Assignment of a Facility Service Manager and Night Manager to hire, manage, train, and hold accountable all persons responsible for cleaning.
- All services performed by the nightly janitorial in the scope of work checklist for cleanable space of offices, common space, hallways, and restrooms
- All Chemicals & equipment needed to perform services outlined in service agreement (Cost does not include degreaser).

_____ Yes, City Wide is expected to manage and order consumable products

ax is <u>not</u> included in above quotes	es tax.
ity Wide Facility Solutions	Concord Station Clubhouse
uthorized Representative Signature	Authorized Representative Signature
rinted Name	Printed Name
tle	Title
ate	 Date

CONTRACTUAL TERMS AND CONDITIONS

Ally Facility Solutions Inc. DBA City Wide Facility Solutions
8950 9th St. N., Suite 103 | St. Petersburg, FL 33702

This CONTRACT (the "Contract") is made and a Solutions, Inc. d/b/a City Wide Facility Solutions (partnership / limited liability company / corporation ("Customer"), each sometimes referred to individually	entered into as of the "City Wide") and /not-for-profit corporation as a "Party" and collective	_day of(circle one), organized under the ely as the "Parties."	_, 20 e laws of	by and between Ally Facility, a partnership / limited the State of
Services. The services and related products (if a Exhibit A and may be modified by the Parties as agrigovern all services and products provided by City Wid	eed from time to time. Ur	nless a separate contract is execu		
2. <u>Charges for Services Rendered and Products D</u> as set forth in the Investment Recap provided by City			ivered purs	suant to this Contract shall be
3. <u>Performance</u> . Services shall be provided in a pagents and/or independent contractors. If any of the Customer has any other issue with the Services proviunable to arrive at a solution that is acceptable to Cu Wide will either replace the individual(s) within a reasonable have no further obligations under this Contract.	City Wide Personnel assided by City Wide, Custom stomer, Customer may re-	igned to perform work for Custon ler shall promptly notify City Wide quest that City Wide replace the i	ner are una manageme ndividual(s	acceptable to Customer, or if ent of same. If the Parties are) providing the Services. City
4. Invoices. For services provided on a one-time within ten (10) days of the date of the invoice. For se each month in which services and/or products are p SALES TAX WILL BE ADDED TO THE INVOICE. A additional services and products will be sent immed payment will be due within ten (10) days of the date identified in writing within five (5) days of Customer's Customer a late charge of 1½ % per month on all out agrees to pay all costs incurred by City Wide to collect costs and expenses.	rvices provided on a recurn provided. Invoices shall be Additional services and pro- diately upon commencement of the invoice. Any dispureceipt of the invoice or the standing balances, with the	ring basis, City Wide will invoice C paid by the 10 th day of the mon oducts may be purchased by Cus ent of the additional services or of te concerning an Invoice or the s he rendering of the service, as the e first such late charge assessed 3	ustomer of th of the instomer from delivery of services react case may 30 days fro	n or about the first workday of voice. WHEN APPLICABLE, n City Wide. Invoices for the the additional products, and dered by City Wide shall be be. City Wide will charge the m the invoice date. Customer
5. Charge Increases and Other Adjustments. The anniversary of this Contract and each anniversary the Consumer Price Index for All Items for the most recer Labor's Bureau of Labor Statistics; or (ii) five percer Contract may be made at any time in the event that a governmental action that directly and materially affect City Wide in writing of any addition or deletion of squawritten notification of the deletion of square footage he confirmed same. Charges shall be due for an addition may elect to terminate the Services provided hereund	ereafter during the Term and twelve month period pre- nt (5%). An additional adju- nt additional costs are incurrents City Wide's cost of Servare footage being used in Cas been given by Customeon of square footage immen. Any change in fees for S	and any renewal period by the gre- ceding such anniversary as publis- ustment to the charge for any rec- ed by City Wide for Services due to vices. For recurring services Cont- Customer's building. No reduction er to City Wide and City Wide Pers- ediately upon rendition of services rervices requires a 30 day prior wi	eater of: (i) hed by the urring serv o (i) union racts, Cust in the char sonnel have s in such a	the amount of change in the United States Department of ice provided pursuant to this increase and/or (ii) any other omer shall immediately notify ges shall be appropriate until a inspected the premises and additional area, regardless of
6. <u>Materials</u> . All cleaning materials and equipment usable/consumable items. Customer will provide the liners, air fresheners, and feminine hygiene products an additional cost.	usable/consumable items	including, but not limited to, hand	towels, to	ilet tissue, hand soap, plastic
7. No Warranty; Limitation of Liability; Indemnificat no warranty (express or implied) as to any services pany breach of this Agreement, any services provided to this Agreement shall not exceed the amount actual (30) days immediately preceding the alleged breach. expenses (including reasonable attorneys' fees) and way related to alleged acts or omissions by City representatives) arising from any breach of this Agreement.	provided or products sold per products sold hereunder lly paid by Customer to Ci Customer shall fully indedamages asserted by any Wide and/or City Wide	oursuant to this Agreement. City on any other claim related to City ty Wide for services provided pursumify, defend and hold harmless one other than Customer against Personnel (including their employers)	Wide's liab Wide's dea suant to thi City Wide City Wide a byees, age	ility to Customer arising from lings with Customer pursuant is Agreement during the thirty for any and all claims, costs, arising as a result of or in any ents, guests, invitees and/or
8. <u>Entire Agreement</u> . This Contract, including any Wide and Customer with respect to the subject matter implied, with regard thereto. This Contract supersed subject matter hereof. This Contract and any provision parties hereto.	er hereof. There are no otl es any prior agreements t	her agreements, conditions or rep that may have been entered into	resentation between th	ns, oral or written, express or ne parties with respect to the

6673841v7 Page 1 of 2 Revised June 21, 2021 Initial

- 9. Non-Solicitation. During the Term of this Contract, including any renewal periods, and for a period of 180 days following the termination of the Contract, Customer shall not employ, contract with, nor have any business dealings whatsoever which are in any way related to the services provided hereunder with any individual or company that is or was an employee, agent or independent contractor of City Wide (or a parent, subsidiary, franchisee, related or associated company) or any employee or agent of a City Wide independent contractor, while services were being provided hereunder. As used in this section, the term "Customer" shall mean the undersigned Customer, together with all employees, agents, partners, officers, directors and/or principals of Customer and any parent, subsidiary, related or associated company. Should the Customer breach the covenants of this section, in addition to all other remedies provided by law, it is understood that City Wide shall be entitled to: (a) an immediate Temporary Restraining Order from any Court of competent jurisdiction, and thereafter to a Preliminary Injunction and a Permanent Injunction; and (b) an accounting of and recovery from Customer of all costs and expenses incurred by City Wide in connection with the enforcement of this Contract, including, but not limited to, reasonable attorneys' fees, investigation costs and court costs. Any period of time in which Customer is in breach of the provisions of this paragraph shall be added to the 180 day duration of the restriction. Any breach or alleged breach of this Contract by City Wide shall not constitute a defense to City Wide's enforcement of this section or any other section of the Contract.
- 10. <u>Relationship of Parties</u>. Each Party and its personnel are independent in relation to the other Party with respect to all matters arising under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Neither Party may assume or create any obligations on the other's behalf without prior written consent.
- 11. <u>Compliance</u>. The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees and costs) caused by the Customer's failure to abide by the terms of this paragraph and/or this Contract.
- 12. <u>Security</u>. City Wide and its employees, agents, contractors and related companies shall not be responsible for cash and personal valuable items left in the subject building. It is the Customer's responsibility to have such items locked in a secured area which City Wide Personnel do not have access to.
- 13. <u>Insurance</u>. Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to maintain in effect at all times during which services are rendered hereunder the following insurance: bodily injury with limits of \$1,000,000 for each person and \$1,000,000 for each occurrence, property damage with limits of \$1,000,000 per occurrence. The Parties agree to furnish proof of required insurance upon request.
- 14. <u>Term.</u> The term of the Services to be provided hereunder shall commence as set forth herein and shall continue in full force and effect until terminated as set forth herein. Either Party may terminate the Services to be provided hereunder upon thirty (30) days' written notice, provided that no such termination shall affect Customer's obligation to pay City Wide for all Services rendered and product provided. Notwithstanding the foregoing, it is understood and agreed that the Services to be provided hereunder cannot be terminated by the Customer until after the Services have been provided for an initial ninety (90) day period.
- 15. <u>Force Majeure</u>. City Wide shall be excused from its performance of all obligations under this Contract for a commercially reasonable period of time to the extent that it is prevented, hindered or delayed by an act of God (including, but not limited to, hurricane, fire, explosion, earthquake, or other extreme weather event), pandemic or other community health crisis, or any other unforeseen event.
- 16. <u>Assignments</u>. This Contract shall bind all parties, their heirs, assigns, successors, agents and representatives. City Wide may assign this Contract and its obligations hereunder, and any assignee or successor is expressly authorized to enforce all provisions of this Contract, including but not limited to any restrictive covenants.
- 17. <u>Governing Law and Related Legal Considerations</u>. This Contract shall be governed by the laws of Florida. The Parties agree that the venue for any action to enforce or interpret this Contract or any of the provisions hereof shall be in the state or federal court serving residents of Pinellas County, Florida, and expressly submit themselves to the jurisdiction of those courts for such purposes. The Parties further agree that, in any action to enforce or interpret this Contract or any of the provisions hereof, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

Print Customer's Legal Name Here	Ally Facility Solutions, Ind. d/b/a City Wide Facility Solutions
By:	Ву:
Print:	Print:
Title:	Title:

A SIGNED FACSIMILE OR EMAIL COPY OF THIS DOCUMENT IS AS BINDING AS AN ORIGINAL.

SCOPE OF WORK CHECKLIST FOR Concord Station Clubhouse

FSM: Phil Campbell

	AREAS OF RESPONSIBILITY	SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
	DATE:								
ENTRY. HALLV	VAYS AND LOBBY:	SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
	Empty trash cans and replace liners								
Mighthy	Damp wipe with EPA approved disinfectant all open surfaces of								
	Neatly arrange magazines, chairs and tables								
	Dust mop, vacuum or sweep hard floors								
	Wet mop hard floors to remove spills								
	Vacuum carpeted areas and walk off mats								
	Remove smudges from ALL entryway glass								
	Clean and disinfect drinking fountains								
	Secure entrance doors								
	Turn lights off as directed								
Weekly	Low dust all horizontal surfaces to hand height								
VVCCRIY									
	High dust cabinet tops, ledges and picture frames								
	Wet mop all floors								
	Vacuum all floors								
	Remove fingerprints from touch points								
Monthly	Dust ceiling vents								
	Low dust all chairs								
	Detail corners and edges of floors								
CLUBHOUSE:		SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
Nightly	Empty trash cans and replace liners								
	Dust mop, vacuum or sweep hard floors								
	Wet mop hard floors to remove spills								
	Vacuum carpeted areas and walk off mats								
	Remove fingerprints from moving glass								
	Clean and disinfect drinking fountains								
	Clean Sinks (if applicable) as needed								
	Refill all dispensers (Soap, paper towel, etc.)								
	Neatly arrange classroom chairs								
Weekly	Remove fingerprints from touch points								
Weekly	Full Mop Corner to Corner								
	Damp dust all open surfaces of furniture including desk-tops,								
	furniture, window ledges, two-drawer filing cabinets, counters								
	and other 30" high horizontal surfaces **Student desks not								
	included								
Monthly	Dust ceiling vents								
ivioritiny									
	Low dust chairs and miscellaneous items								
	Detail corners and edges of floors								
PARTY/GAME		SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
Nightly	Empty trash cans and replace liners								
	Dust mop, vacuum or sweep hard floors								
	Wet mop hard floors to remove spills								
	Vacuum carpeted areas and walk off mats								
	Remove fingerprints from moving glass								
,	Neatly arrange table chairs								
Weekly	Remove fingerprints from touch points of walls								
	Full Mop Corner to Corner								
	Down dust all array outle on of the street in the district of								
	Damp dust all open surfaces of furniture including desk-tops,								
	furniture, window ledges, two-drawer filing cabinets, counters								
	and other 30" high horizontal surfaces								

Monthly	Dust ceiling vents								
	Low dust chairs and miscellaneous items								
	Detail corners and edges of floors								
EXTERIOR:		SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
Nightly	Empty trash cans and replace liners								
	Sweep entryway of debris								
OFFICE AREAS:		SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
	Empty trash cans and replace liners	30.1	o.r	.02	****	1110113		5711	101121
reignery	Dust mop, vacuum or sweep hard floors								
	Wet mop hard floors to remove spills								
	Vacuum carpeted areas and walk off mats								
	Remove fingerprints from moving glass								
	Remove soda rings and spills from conference room tables								
	Neatly arrange conference table chairs								
Weekly	Damp dust all open surfaces of desk-tops								
	Damp dust all open surfaces of furniture including desk-tops,								
	furniture, window ledges, two-drawer filing cabinets, counters								
	and other 30" high horizontal surfaces								
	Remove fingerprints from touch points								
Monthly	Dust ceiling vents								
Wieniny	-								
	Low dust chairs and miscellaneous items								
	Detail corners and edges of floors								
KITCHEN:		SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
Nightly	Empty trash cans and replace liners								
	Wipe sinks with EPA approved disinfectant								
	Wipe counters with EPA approved disinfectant								
	Clean inside and outside of microwaves								
	Wipe counters and tabletops with EPA approved disinfectant								
	Low dust and neatly arrange chairs								
	Sweep or vacuum hard floors								
	Wet mop and disinfect hard floors								
	Vacuum carpeted areas and walk off mats								
	Remove fingerprints from moving glass								
Weekly	Remove drips and spills from trash cans								
,	Remove drips and spills from cabinets								
	The state of the s								
	Remove drips and spills from front of vending machine								
	Damp wipe with EPA approved disinfectant fronts of vending								
	machines and refrigerators								
RESTROOMS:		SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
Nightly	Empty trash cans and replace liners								
	Clean mirrors								
	Wipe sinks with EPA approved disinfectant								
	Wipe counters with EPA approved disinfectant								
	Wipe toilets and urinals with EPA approved disinfectant				-				
	Polish bright work				-				
	Sweep or vacuum floors				-				
	Wet mop and disinfect hard floors								
<u> </u>	Refill all dispensers (Soap, paper towel, etc.)								
Weekly	Report all items needing repaired to FSM Low dust all horizontal surfaces to hand height								
vveekiy									
-	Low dust all partitions								
	Wipe Dispensers								
	Remove fingerprints from touch points								
ĺ	Damp wipe tile walls behind toilets & urinals with EPA approved								
	disinfectant								
	Damp wipe partitions with EPA approved disinfectant								
	11 11 11 11 11								

Monthly	Dust ceiling vents								
	Detail corners and edges of floors								
SYM:		SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
Nightly	Empty trash cans and replace liners								
	Clean mirrors/Wall pads as needed								
	Spot sweep or vacuum hard floors								
	Wet mop hard floors to remove spills								
	Vacuum carpeted areas and walk off mats								
	Sanitize gym equipment								
Weekly	Wall to wall cleaning of floors (sweep/Vaccum and Mop)								
ALL AREAS:		SUN	MON	TUE	WED	THURS	FRI	SAT	MTLY
Weekly	Low dust chairs and miscellaneous items								
	Mop hard surface floors wall to wall								
Monthly	Remove fingerprints from doors, frames and light switches								
	Detail corners and edges of floors								
	Clean interior/exterior of front/back entry/exit windows								
	Dust ceiling vents								
	HOT SPOTS / CUSTON	MER REQUE	STS						
								1	

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Golden Broom Services LLC

QUOTE

727-514-7228 Goldenbroomservicesllc@gmail.com



Bill To Quote # 121

Wesley Chapel, FL 33544

Concord Station CDD	Quote Date	11/24/2021
5844 Old Pasco Road	•	
Suite 100		

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
3	Clubhouse/Gym Clean (3 cleans per week)	100.00	300.00
		TOTAL	\$300.00



Terms & Conditions

Thank you for your business!

We guarantee your satisfaction. If you unhappy with our services, we will correct our work within 24 hours; free of charge.

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January 4, 2022



CONCORD STATION CLUBHOUSE

18636 Mentmore Blvd Land o Lakes FL

CREATING A HEALTHY AND PRODUCTIVE WORKPLACE

WHY WE ARE DIFFERENT.

Reliable cleaning services are an important aspect of any professional facility. Gator Cleaning Solutions offers you a fully customizable solutions based strategy to ensure your facility reflects your business image. Your customers, tenants and employees deserve only the best from the environment you provide.

Studies have shown that facility cleanliness plays a vital role in productivity. Office desks contain more than 400 times the amount of germs as a bathroom toilet, germs that contribute to U.S. workers taking an average of seven sick days per year. That number can be decreased by implementing an office maintenance program that prevents germs from spreading. At Gator Cleaning Solutions, we are continually researching the most proven and environmentally safe products and procedures to ensure we help provide a healthy and productive workplace.

Today Gator Cleaning Solutions is a leader in commercial facility care. We are proud to serve 12 counties surrounding the Tampa Bay area with a cleaning team exceeding 100 well trained professionals. For nearly a decade we have had the privilege of helping business owners, property managers, environmental engineers and office managers maintain a healthy and productive workplace while reflecting a professional business image. With the expansion of services we have been able to serve our clients with comprehensive cleaning solutions and look forward developing our relationship with Johnson Controls for years to come.

- Enhanced Productivity
- Increased Efficiency
- Healthy Environment
- Focus on Environmental and Compliance Regulation
- Quality Focus
- Increased Morale and overall Business Operations
- Commitment to Service
- Flexible Solutions

=Peace of Mind



Cleaning Mission

Our mission is to be the number one choice for a comprehensive janitorial services and floor care. We provide our customers with 100% satisfaction guaranteed while providing friendly professional service at an affordable price.

"The customer comes first. We will work hard to meet and exceed all of their expectations."

Marcus Meyer, Owner.

Gator Cleaning Solutions is different from other commercial cleaning companies because it is a small local business that prides itself on quality cleaning and the highest level of customer service. Each cleaning package is custom designed to fit the needs of each individual business at a reasonable cost. Because Gator Cleaning Solutions is a small business, each customer will be treated as part of the family and not a number.

Problems within the Commercial Cleaning Industry

No contact person for service needs
Inconsistent service
Poor quality of service

Answer to your Problem

You will find that with Gator Cleaning Solutions these problems are obsolete. There is a phone number with a live person to handle your needs 24 hours a day, as well as a logbook to communicate any specific requests without having to contact anyone directly. You will have the same cleaning staff each and every week to guarantee consistent service. Each member of the cleaning team is fully trained and experienced to provide the highest quality of cleaning in the industry.



Products

Gator Cleaning Solutions uses the highest quality products on the market to assure your property receives a thorough and safe cleaning. The products are environmentally safe and used within manufacturer guidelines.

Communication

There will be someone available live by phone 24 hours a day. For week-to-week communication there will also be a log in the office for basic requests or needs. Occasional surveys on quality of service will also be mailed throughout the year. Our goal is to provide personalized service to assure 100% customer satisfaction.

Customized Cleaning Packages

Gator Cleaning Solutions will work within your business needs to provide a quality service. There are no minimum cleanings per month or specific hours in which the cleaning has to occur.

Insurance

Gator Cleaning Solutions is bonded and insured to make certain all property will be fully protected and to provide confidence in that the safety of your facility is covered.

Training and Quality Control

Each member of the cleaning team has completed a thorough training on the latest commercial cleaning techniques. At your request we will perform a drop-in inspection of the facility to assure quality service is being provided.



Nightly Services Provided

- Empty all trash cans and remove trash to collection point and clean
- Sweep all hard surface floors
- Mop all hard surface floors/ Mop all hard surface floor and remove stains and spillage marks
- Vacuum heavy traffic carpeted areas
- Clean/Disinfect all light switches and door handles
- Clean Entry Glass
- Dust horizontal surfaces of credenzas, tables, filing cabinets
- Thorough Clean of Restrooms with disinfection of fixtures, clean and polish bright work, clean all mirrors
- \bullet Turn off ALL light switches and desk lamps in all rooms/offices/cubicles upon exit $\hfill\Box$

Services Provided

Full Clean –3 x Weekly

Monthly Services Provided

- Clean/disinfect restroom partitions and walls around toilets and urinals
- Thoroughly dust all vertical surfaces of the office furniture: desks, tables, chairs, credenzas and file cabinets
- Dust baseboards, ceiling corners and door frames and edges
- Dust tops of doors, door frames, partitions and air vents
- Clean spots/smudges from wall

"A pleasant long-term relationship with our customers is our most valued asset." Marcus Meyer , Owner.

Scope of Work

January 4 2022

References

Marty Urra

Director of Facilities

Pepin Academy

813-236-1755

Victor Collazo

Director of EVS

Bayonet Point Hospital

727-294-1041

Jeff Long

Community Hospital

New Port Richey FL

727-845-9127

Monthly Billing Rates:

Complete Janitorial Service -

\$785 per month

3 Full Cleans per week

All work to be completed as per general list as well as spec sheet provided by the client.

Services available upon Request:

Carpet Cleaning

Interior/Exterior Windows Cleaning

Pressure Washer

Tile Cleaning

Deep Cleaning for Schools during summer and breaks



Gator Cleaning Solutions agrees to provide all labor, supervision, materials, and equipment necessary to assure performance of specified cleaning services. The customer reserves the right, subject to agreement with Gator Cleaning Solutions to renew, extend, or expand the scope of this proposal.

Termination: Gator Cleaning Solutions reserves the right to cure any problems within 15 days of notification to include, change of team, daily inspection and nightly supervision. If customer isn't satisfied with 15 day cure period a 30 cancellation notice is requested in order to halt service.

DATE OF SERVICE:
The initial cleaning service will commence on the day of, 2021.
TERMS OF PAYMENT: Due the 1st of every month
The prices, specifications, and conditions of this page and accompanying pages of this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event that suit or action arises from any provision of this Agreement, or in the event this matter is referred to an attorney or collection agent, the prevailing party is entitled to its reasonable attorney fees and collection costs
Date of Acceptance
Client Signature
Gator Representative Signature
E-Mail Address
Please provide e-mail address for invoicing



WORKING HARD TO SUPPORT OUR CLIENTS.

Due to our direct labor and management staff we are able to provide service to our clients in a speedy and efficient manner. Our hiring team is very capable and we feel we could commence service within a week's notice if the contract is awarded. Each employee will be uniformed and equipped with state of the art technology to ensure your facilities remain clean and productive.

All additional services to include floor care are also as easy as scheduling a convenient time for you and your staff as we have multiple flooring teams that are ready to go! Our goal is to meet you facility needs without causing any undue work for your team. You will have your own account manager which is responsible for random audits and communication with your team to ensure complete satisfaction of our service. In addition to your account manager, there will be evening supervision of our cleaning team! We believe you will be impressed by our high level of quality and unsurpassed customer service!

11451 Challenger Ave | Phone: 813-929-1122 | Fax: 813-929-0660 info@gatorcleaningsolutions.com | www.gatorcleaningsolutions.com

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January 4th, 2022

Hello Michael,

We are pleased to quote the following for Concord Station. Located at 18636 Mentmore Blvd. Land O' Lakes FL 34638

Services provided: Full Janitorial Clean, 3 x's Weekly

Service cost is \$890 monthly, billed net 30

This includes the team of cleaners and equipment needed to do the work.

Our entire cleaning staff is professionally trained, have background checks performed, and are covered by workers' compensation insurance. The Cleaning Pros, Inc maintains a \$1,000,000 liability policy. We are members of the West Florida Better Business Bureau and the West Pasco Chamber of Commerce.

Please call with any questions,

Nikki Irwin

Office (727)834-8972 www.thecleaningpro.com

Tab 8

AGREEMENT BETWEEN JAYMAN ENTERPRISES, LLC, AND THE CONCORD STATION COMMUNITY DEVELOPMENT DISTRICT FOR MAINTENANCE SERVICES

This agreement (the "Agreement") is made and effective December 16, 2021, by and between the Concord Station Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida, whose mailing address is 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 ("District"), and Jayman Enterprises, LLC, a Florida limited liability company, whose mailing address is 1020 Hill Flower Drive, Brooksville, Florida 34604 ("Contractor").

RECITALS

- WHEREAS, the District was established by ordinance of the Board of County Commissioners of Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, landscaping, and other infrastructure; and
- WHEREAS, the District desires to enter into an agreement with an independent contractor to perform as-needed maintenance and repair services within the District, in accordance with industry standards, and as described on Exhibit "A" hereto ("Contractor's Proposal"); and
- WHEREAS, Contractor, who submitted the proposal attached hereto as Exhibit "A" ("Contractor's Proposal"), represents that it has the skills, knowledge, and ability to provide such services to the District, in accordance with the terms of this Agreement; and
- **WHEREAS,** the District and Contractor warrant and agree that they have all right, power, and authority to enter and be bound by this Agreement.
- **NOW, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the "**Parties**"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:
- **Section 1. Incorporation of Recitals.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- **Section 2. Description of Services.** The Contractor will provide the services identified in **Exhibit "A"** (the "**Services**"). Exhibit "A" is attached solely for the purpose of identifying the services to be performed by Contractor. This Agreement governs the terms and conditions for such service. Contractor shall perform such work on an as-needed, hourly basis, at a billed rate of \$125.00 per hour. Contractor shall provide all labor necessary for such service, and any materials or equipment shall be billed to District based on the actual cost of such materials or equipment, and only upon authorized prior written direction from the District to the Contractor.
- **Section 3. Billing and Payment.** Contractor shall bill the District for Services based on invoice with appropriate support documentation of the Services performed. Provided Contractor has submitted invoices for Services with the appropriate support documentation by

the fifteenth (15th) of the month, Contractor shall be paid by the thirtieth (30th) of the following month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 5. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, in addition to covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (One Million Dollars)per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage

shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District obtaining the required insurance.

Section 6. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

Section 7. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "District Parties") from any and all Claims occurring incident to or resulting in whole or in part from, the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "Contractor Parties") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all states laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state of other governmental agency or body having jurisdiction, andwhether foreseeable or unforeseeable.

Section 8. Recovery of Costs and Fees. In the event either is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

Section 9. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement

shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of SovereignImmunity or by operation of law.

- Section 10. Labor, Materials and Equipment Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.
- **Section 11.** Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.
- **Section 12. Enforcement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the rightof damages, injunctive relief and specific performance.
- **Section 13. Termination.** Either party may terminate this Agreement without cause with seven (7) days written notice to the other party. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the Services performed up to that date, subject to whatever claims or off-sets the District may have against the Contractor.
- **Section 14. Permits and Licenses.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- **Section 15. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit "A"** conflicts with anything contained within this Agreement, this Agreement shall control.
- **Section 16.** Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- **Section 17. Authority to Contract.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 18. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, by facsimile, by overnight mail, or by First Class Mail, postage prepaid, return receipt requested, to the parties, as follows:

a. If to Contractor: Jayman Enterprises, LLC

1020 Hill Flower Drive Brooksville, Florida 34604

b. If to District: Concord Station

Community Development District 12750 Citrus Park Lane, Suite 115

Tampa, Florida 33625 Attn: District Manager

With a copy to: Straley Robin Vericker

1510 W. Cleveland Street Tampa, Florida 33606 Attn: District Counsel

Section 19. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

- **Section 20.** Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.
- **Section 21. Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
- **Section 22. Public Records.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:
 - a. Keep and maintain public records required by the District to perform the service.
 - b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied

- within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractordoes not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (813) 533-2950, OR BY EMAIL AT Info@rizzetta.com, OR BY REGULAR MAIL AT 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.

Section 23. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

Section 24. Effective Date and Term. This Agreement shall become effective as of the date set forth above. Time is of the essence in performance of this Agreement by the Contractor.

Section 25. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving ofnotice of termination.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Jayman, LLC, a Florida limited liability company	Concord Station Community Development District
Name:	Steven Christie Chair of the Board of Supervisors

Exhibit "A"

Vendor, Jayman Enterprises, LLC, shall provide services as needed on the property to fix/repair as needed for projects. Price is determined by the job and materials needed to complete, but it is based on the hourly rate of \$125 an hour.