

*South Village  
Community Development District*

*February 16, 2021*

# *AGENDA*

# *South Village Community Development District*

*This meeting is a continuation of the February 2, 2021 meeting*

Tuesday  
February 16, 2021  
6:30 p.m.

Eagle Landing Residents Club  
3975 Eagle Landing Parkway  
Orange Park, Florida 32065  
**Call In # 1-800-264-8432 Code 537347**  
[www.SouthVillageCDD.com](http://www.SouthVillageCDD.com)

- I. Roll Call
- II. Audience Comments
- III. Weir Repairs – Review of Proposals
- IV. Playground Equipment – Review of Updated Proposal
- V. Supervisor’s Requests
- VI. Audience Comments
- VII. Next Scheduled Meeting: 03/02/21 @ 6:30 p.m. @ Eagle Landing Residents Club
- VIII. Adjournment

## **Board Oversight**

- A. *Chairman Payton* – Gym/Tennis
- B. *Vice Chairman Krueger* – Aquatics Center
- C. *Supervisor Rick Smith* - Golf
- D. *Supervisor Randy Smith* – Parks
- E. *Supervisor Warren* – Landscape Maintenance

*FOURTH ORDER OF BUSINESS*

**SERVICES AND GOODS ORDER AGREEMENT  
[EAGLE LANDING PLAY STRUCTURE]**

Owner:	<u>SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT</u>	Seller:	<u>SOUTHERN RECREATION, INC.</u>
Address:	<u>475 West Town Place, Suite 114 St. Augustine, Florida 32092</u>	Address:	<u>4060 Edison Avenue Jacksonville, Florida 32254</u>
Phone:	_____	Phone:	_____
Fax:	_____	Fax:	_____
	"Owner"		"Seller"

Project Name:	<u>Eagle Landing Play Structure</u>	Contract Date:	<u>_____, 2021</u>
	<u>3975 Eagle Landing Pkwy</u>	Contract #:	<u>Proposed Date December 22, 2020</u>
	<u>Orange Park, Florida 32065</u>		
	"Project"		

DESCRIPTION OF GOODS OR SERVICES – **Removal of existing play structure; purchase and installation of play structure and mulch. See Exhibit A, Proposal dated December 22, 2020.**

<b>DRAWINGS ATTACHED</b>	YES	<u>No</u>	N/A	IF YES, DATED
<b>SPECIFICATIONS ATTACHED</b>	<u>YES</u>	NO	N/A	IF YES, DATED <b>January 6, 2021</b>
<b>SITE RULES ATTACHED</b>	YES	<u>No</u>	N/A	IF YES, TITLED AS
<b>SCHEDULE</b>	DELIVERY DUE BY: _____			

**TERM** (check one of the following):

**Single Purchase and Installation of Goods** Delivery Date: The Delivery Date shall be as determined by Owner in its sole discretion and transmitted to Seller in writing.

**Single Project** Commencement Date: \_\_\_\_\_  
Estimated End Date: \_\_\_\_\_

**PRICE** (check one of the following):

<input checked="" type="checkbox"/> <b>Fixed Price</b>	<b>Price: \$117,549.00</b>
<input type="checkbox"/> Time and Materials	Not to Exceed Price: \$
<input type="checkbox"/> Time and Materials (Quote Attached)	Not To Exceed Price: \$

**Commercial General Liability Insurance each occurrence combined single limit: \$1,000,000**

IN WITNESS HEREOF, the parties have executed this *Services and Goods Order Agreement* ("Order") effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order and agrees to perform the services or deliver the goods as described herein and will comply fully with the terms and conditions hereof.

**SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**

**SOUTHERN RECREATION, INC.**

Owner  
\_\_\_\_\_  
By:  
\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date Executed:  
\_\_\_\_\_

Seller  
\_\_\_\_\_  
By:  
\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date Executed:  
\_\_\_\_\_

## TERMS AND CONDITIONS

### DEFINITIONS

As used throughout this Order, the following definitions apply unless otherwise specifically stated:

- a. "Goods" means those part numbers, model numbers and/or descriptions set forth in Exhibit A.
- b. "Indemnified Parties" means (i) Owner, its Board of Supervisors, agents, officers, and employees, the Engineer, District Manager, and such other parties as Owner may reasonably request. Any one of the foregoing is an "Indemnified Party."
- c. "Services" means any effort specifically required by this Order such as design, engineering, maintenance, repair, construction, installation, or consulting or professional services.
- d. "Project" means the delivery and installation of the Goods.

### GENERAL PROVISIONS

1. PRICE. The Price set forth above includes all applicable taxes, recognizing the tax exempt status of the District, and all tools, equipment, supplies, insurance and other materials or services (including without limitation all packing, loading or freight) necessary to deliver and install the Goods.
2. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
  - a. PAYMENT OF FIXED PRICE CONTRACTS. Owner agrees to remit a deposit to Seller in an amount equal to fifty percent (50%) of the total Fixed Price amount upon execution of this Order. Seller shall submit its Invoice for the balance following acceptance of the Goods and completion of the Services. Seller's Invoice will be paid by Owner not later than forty-five (45) days following receipt to Owner.
  - b. PAYMENT OF TIME AND MATERIALS CONTRACTS. Seller may submit an Invoice to Owner monthly, but not more frequently. The period covered by each Invoice shall be one (1) month, unless otherwise agreed in writing by the parties. Each Invoice will be paid by Owner not later than forty-five (45) days following receipt to Owner. Owner may retain a portion of the payment due to Seller in accordance with applicable law.
3. SCHEDULE. Seller shall perform the Services and/or deliver the Goods per the schedule ("Schedule") and/or term ("Term") shown on Page I of this Order, or, if applicable, by \_\_\_\_\_. Time is of the essence with respect to this Order, and Seller shall not deviate from the Schedule without Owner's prior written consent. Owner may cancel this Order or any part thereof or reject delivery of Goods or the performance of Services if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule. Seller shall indemnify Owner for all loss and damage of whatever nature caused by such delay or failure, excepting only delays for causes beyond Seller's reasonable control.
4. TERMS APPLICABLE TO THE PURCHASE OF GOODS.
  - a. DELIVERY. On all deliveries of Goods, freight shall be prepaid by Seller, which amount is included in the lump sum not to exceed price, and risk of loss shall pass at the time such Goods are installed at the Project and the Project is substantially complete and accepted by Owner. The Delivery Date shall be the date provided by Owner to Seller in writing, recognizing that the Delivery Date is largely contingent upon the construction schedule of the amenity facility.
  - b. WARRANTY. In addition to the specific warranties provided in the attached Exhibit A and any additional manufacturer warranties, Seller warrants that the title to Goods conveyed shall be good and that the transfer of the Goods shall be rightful. The Goods shall be free from any security interest or lien, and the Goods shall conform to the description herein stated and any specifications provided by Owner. The Goods shall be of merchantable quality and shall be fit for the use intended, including meeting the 2010 ADA specifications/design standards. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
5. TERMS APPLICABLE TO THE PERFORMANCE OF SERVICES.
  - a. STANDARDS FOR PERFORMANCE. Seller agrees to perform the Services to the satisfaction of Owner, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Seller shall perform the Services in conformity with accepted standards of construction and safety, Owner's specifications and drawings, and the rules and regulations for the Project ("Building Rules and Regulations") as may be promulgated by Owner from time to time. Installation shall conform to industry best practices,

including but not limited to, securing all Goods delivered to the floor to a solid, level surface to stabilize and eliminate rocking or tipping over unless otherwise directed by the Owner. Installation must be performed by a licensed contractor. Further, the equipment must be installed in a manner that complies with all applicable laws, including the 2010 ADA Standards for Accessible Design.

- b. WARRANTY. Seller's warranty as it relates to its performance of services shall be for a period of one year from project completion and acceptance by Owner, except as otherwise provided herein.

6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.

7. INDEMNITY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER (ON BEHALF OF ITSELF AND ANY SUBCONTRACTORS) AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND INCLUDING COURT COSTS AND ATTORNEYS' FEES FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, FOR LOSS OF BUSINESS, FOR CONSEQUENTIAL DAMAGES AND ALL OTHER DAMAGES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THIS ORDER (EXPRESSLY EXCLUDING, HOWEVER, DAMAGES CAUSED BY OWNER'S OWN NEGLIGENCE). THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE COMPLETION OR EARLIER TERMINATION OF THIS ORDER.

8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:

- a. Commercial general liability insurance with minimum limits of liability not less than the amount shown on Page 1 of this Order. Such insurance shall include coverage for contractual liability, and products and completed operations.
- b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
- c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
- d. For consulting and advisory services, Professional Liability Insurance with limits of \$1,000,000 each claim.

The policies required in subparagraphs (a) and (c) above shall name Owner, its Board of Supervisors, agents, officers, and employees, the Engineer, District Manager, and such other parties as Owner may reasonably request as additional insured. Upon execution of this Order and 15 days prior to the renewal of any of the required insurance, Seller shall furnish Owner with certificates of insurance evidencing that all insurance required hereunder is in full force and effect, if requested by Owner. All required insurance shall provide 30 days advance written notice to Owner of any cancellation or reduction in coverage.

9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller. Seller shall be liable to Owner for all expenses incurred by Owner in finishing any portion of the Services not completed due to such termination. Seller's obligations under this Section 9 shall survive any termination of this Order.

10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes*.

11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.

12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner. If such changes result in a decrease or increase in Seller's cost or in performance time, an adjustment to the Price and Schedule must be made and agreed upon in writing by both Owner and Seller.

13. ATTACHMENTS. Any document referenced on Page 1 of this Order and attached as Exhibit A hereto shall be for the sole purpose of providing a description of the Goods and/or Services. Any quote attached as Exhibit A hereto shall be for the purpose of indicating the maximum price of the Goods, delivery and installation totals.

14. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.

15. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the Project free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the performance of any Services or delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law. Seller shall indemnify and hold Owner harmless for all expenses incurred by Owner as a result of the failure of Seller to fulfill its obligations under this Section 15.

16. PERMITS. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.

17. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.

18. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void. Seller shall not subcontract this Order without the prior written consent of Owner. Owner may assign this Order to any transferee of the Project, and upon such transferee's assumption of the obligations of Owner hereunder, Owner shall thereafter be released from any obligations accruing pursuant to this Order.

19. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner. Seller agrees that Owner shall not be responsible for job-site safety.

20. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on Page 1.

21. TERMINATION OPTION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller.

22. RELEASE OF INFORMATION. Seller acknowledges that this Order and all the documents pertaining thereto are public records and subject to the provisions of Chapter 119, *Florida Statutes*.

23. E-VERIFY. Seller shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, Seller 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. Owner may terminate this Order immediately for cause if there is a good faith belief that the Seller has knowingly violated Section 448.091, *Florida Statutes*.



## EXHIBIT A



Proposed Date	DECEMBER 22, 2020
Expiration Date	MARCH 31, 2021

### Southern Recreation

*Play for all ages*

4060 Edison Avenue  
 Jacksonville, Florida 32254  
 Phone 904-387-4390 Fax 904-387-4391  
[terry@southernrecreation.com](mailto:terry@southernrecreation.com)  
[www.southernrecreation.com](http://www.southernrecreation.com)

PROJECT NAME:  
**Eagle Landing**  
**Orange Park, FL**

PROPOSED TO ~~East West Partners~~ **South Village CDD** BILL TO **Same**  
~~210 Harbor Lake Dr.~~ **3989 Eagle Landing Parkway**  
~~Orange Park, FL 32073~~ **32065**  
 904-637-0666  
[Matthew.biagetti@honourgolf.com](mailto:Matthew.biagetti@honourgolf.com)

SALESPERSON		SHIPPING METHOD	PAYMENT TERMS	
Terry		Installed	50% Deposit	

  

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
		Demo and Dispose of Existing Play Structure		4,000.00
1ea.	R3FX-30157	SRP 2-12 Recycled Cottage Themed Play Structure	96,611.00	86,949.00
50ea.		Yards of Playground Mulch	36.00	1,800.00

Subtotal	92,749.00
Tax Rate	.07
Tax	Exempt ✓
Freight	2,800.00
Installation	22,000.00
<b>Total Due</b>	<b>117,549.00</b>

*Terms and Conditions and Required Signature on next page.*

#### Southern Recreation, Inc. Terms and Conditions

Payment A 50% deposit is required to begin project. The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation. Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included unless specifically noted on the proposal.

**Installation may include the following:** Permitting if required for the State of Florida - State Certified Contractor CBC1252594  
Site Preparation to include equipment removal, excavation, grading and drainage  
Concrete work to include Curbing for containment and Sidewalks for accessibility  
Installation of your Playground by \*NPSI and Factory Certified Installers  
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber Surfacing, Loose Fill Rubber or Synthetic Turf  
Complete site clean up and playground inspection upon completion  
\*National Playground Safety Institute Certified Playground Safety Inspectors

**Southern Recreation Responsibilities** Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the Installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

**Owners Responsibilities** Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-  
**Note:** All equipment installation must meet CPSC and ASTM guidelines for proper spacing. SR WILL NOT INSTALL any equipment outside of these spacing guidelines

**Optional Responsibilities** If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

**Access/Utilities** Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

**Rock/Foreign Object Clause** Most Installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

**Playground Surfacing** All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature Terry Rogers Terry Rogers, President

Accepted by Matthew Biagetti Date 2.9.21

Billing Name and Address: SVCDD Eagle Landing Billing Email: matthew.biagetti@honoursgolf.com  
3989 Eagle Landing Pkwy  
Orange Park, FL 32065

Please sign and fill in the information where the project invoice will be billed to.



Southern Recreation, Inc.

4060 Edlson Avenue, Jacksonville, Florida 32254