2424
DPFG Management & Consulting, LLC

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Agenda Package

Regular Meeting

Date & Time:
Thursday
September 27, 2018
11:30 a.m.

Location:
Cagan Crossing
Community Library
16729 Cagan Oaks
Clermont, Florida

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Avalon Groves
Community Development District

DPFG Management & Consulting, LLC

[X] 250 International Parkway, Suite 280
Lake Mary FL 32746
321-263-0132 Ext.4205

[ ] 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

September 27, 2018

Board of Supervisors
Avalon Groves Community
Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for Thursday, **September 27**, 2018 at 11:30 a.m. at the Cagan Crossing Community Library, 16729 Cagan Oaks, Clermont, Florida.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Comings-Thibault
Patricia Comings-Thibault
District Manager

cc: Attorney
Engineer
District Records

District: AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
Date of Meeting: **Thursday, September 27, 2018**
Time: 11:30 a.m.
Location: Cagan Crossing Community Library
16729 Cagan Oaks
Clermont, FL

Dial-in Number: 712-775-7031
Guest Access Code: 109-516-380

Agenda

I. Roll Call

II. Audience Comments

III. Administrative Matters

A. Aquatic Systems Waterway Inspection — Exhibit 1

B. Approval of Minutes of August 27, 2018 Meeting — Exhibit 2

C. Acceptance of the Unaudited August, 2018 Financials — Exhibit 3

IV. Business Matters

A. Consideration of Aquatic Systems Contract- $900 Monthly — Exhibit 4

B. Consideration of SOS Solar, Inc. dba Visaol Lighting — Exhibit 5
Solar Street Lights Contract - $199,680

C. Consideration of Yellowstone Pond Weedeating Proposal - $745 — Exhibit 6

V. Consent Agenda

A. Ratification of Aquatic Systems Litter Pickup - $290 — Exhibit 7

B. Ratification of Humane Animal Removal Team — Exhibit 8
Coyote Trapping - $85 per Coyote $200 for Emergency Calls

C. Ratification of Randy Suggs Landscaping Contract – $196,366.30 — Exhibit 9

VI. Staff Reports

A. Manager

B. Attorney

C. Engineer

VII. Supervisors Requests

VIII. Adjournment

EXHIBIT 1



Avalon Grove CDD

Waterway Inspection Report

Reason for Inspection: Customer Request

Inspection Date: 8/28/2018

Prepared for:

Patricia Comings-Thibault, MACC
Senior Manager
DPFG
Patricia Comings-Thibault
250 International Parkway, Suite 280

Prepared by:

Oliver Bond, Sales Manager

Aquatic Systems, Inc. Sanford Field Office

Corporate Headquarters

2100 N.W. 33rd Street, Pompano Beach, FL 33069

1-800-432-4302

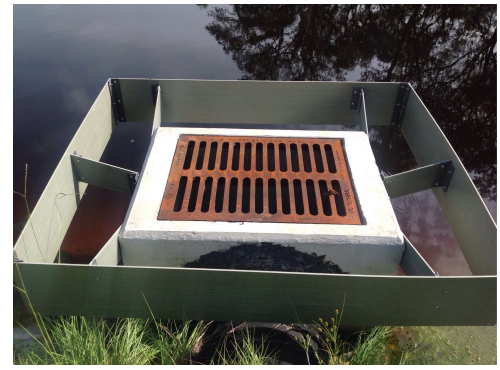
Avalon Grove CDD Waterway Inspection Report

8/28/2018

Site: 1







Comments: Requires attention

Lake has a band of algae, grasses and brush all the way around.
Small amount of construction debris.

Site: 2







Comments: Normal growth observed

Grasses in water around most of the lake. Tannic water preventing aquatic plant and algae growth.

Avalon Grove CDD Waterway Inspection Report

8/28/2018

Site: 3







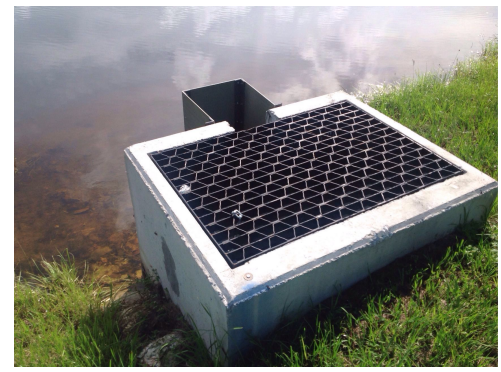
Comments: Requires attention

Grasses and brush in water. Bottom algae growing around approximately half the perimeter.

Site: 4







Comments: Requires attention

Grasses and brush around the perimeter.
Trash build up along banks.

Avalon Grove CDD Waterway Inspection Report

8/28/2018

Site: 5







Comments: Requires attention

Brush in water around a quarter of the lake.
Debris and trash in heavy build up at north end of lake.

Site: 6







Comments: Requires attention

Banks heavily overgrown down into the water. Banks in need of mowing before dense scrub overtakes.
Small amount of trash.

Avalon Grove CDD Waterway Inspection Report

8/28/2018

Site: 7







Comments: Requires attention
Grasses and brush in lake at north end.

Site: 8







Comments: Requires attention
Grasses and algae around whole lake.
Wash out around inflow pipe causing it to be partially blocked.

Avalon Grove CDD Waterway Inspection Report

8/28/2018

Site: 9







Comments: Requires attention

Grasses around whole pond out to approximately 1 foot.
Large amount of debris and trash around whole site.

Site: 10







Comments: Site looks good.

Other than small amount of trash the site looks good.

Avalon Grove CDD Waterway Inspection Report

8/28/2018

Site: 11







Comments: Normal growth observed
Dead brush in water around a quarter of the lake.
Small amount of trash observed.

Site: 12







Comments: Normal growth observed
Grasses in water around whole perimeter due to high water levels.

Avalon Grove CDD Waterway Inspection Report

8/28/2018

Site: 13







Comments: Normal growth observed
Grasses within water around most of lake.
Trash observed.

Site: 14







Comments: Normal growth observed
Small amount of grasses and pennywort.
Some trash observed.

Avalon Grove CDD Waterway Inspection Report

8/28/2018

Site: 15







Comments: Requires attention

Brush and scrub all the way around the lake. South side banks overgrown, may need to be cut by landscapers.

Site:

Comments:

EXHIBIT 2

MINUTES OF MEETING
AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District was held on Monday, August 27, 2018 at 11:30 a.m. the Cagan Crossing Community Library, 16729 Cagan Oaks, Clermont, Florida 34714.

FIRST ORDER OF BUSINESS – Roll Call

Ms. Comings-Thibault called the meeting to order.

Present and constituting a quorum were:

Greg Meath	Board Supervisor, Chairman
Brad Walker	Board Supervisor, Vice Chairman
Candice Smith	Board Supervisor, Assistant Secretary

Also present were:

Patricia Comings-Thibault	District Manager, DPFG, Inc.
Jere Earlywine	District Counsel, Hopping Green & Sams *(via phone)*

The following is a summary of the discussions and actions taken at the August 27, 2018 Avalon Groves CDD Board of Supervisors meeting.

SECOND ORDER OF BUSINESS – Audience Comments

Ms. Comings-Thibault opened the floor for the audience to ask questions and to comment on agenda items. There being none, net item followed.

THIRD ORDER OF BUSINESS – Administrative Matters

Ms. Comings-Thibault presented the administrative matters that included the minutes of the Board of Supervisors' regular meeting held on May 24, 2018 (***Exhibit 1***), the unaudited July 2018 financials (***Exhibit 2***), Resolution 2018-06; Designating Dates, Times & Location for Meetings (***Exhibit 3***), and Resolution 2018-07; Amending Resolution 2018-05; Resetting the Date of the Public Hearing for Fiscal Year (FY) 2018-2019 Budget to the Board (***Exhibit 4***) for their review and consideration.

A. ***Exhibit 1:*** Consideration and Approval of the Minutes from the May 24, 2018 Meeting

> On a MOTION by Mr. Meath, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved the minutes of the Board of Supervisors' regular meeting held on **May 24, 2018** for the Avalon Groves Community Development District.

B. ***Exhibit 2:*** Acceptance of the Unaudited July 2018 Financials

> On a MOTION by Mr. Meath, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board accepted the Unaudited **July 2018** Financials for the Avalon Groves Community Development District.

C. ***Exhibit 3:*** Consideration of Resolution 2018-06; Designating Dates, Times & Location for Meetings

> On a MOTION by Mr. Meath, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved Resolution **2018-06**; Designating Dates, Times & Location for Meetings as amended to be held on the 4th Thursday of every month (moving the November 22, 2018 meeting to directly follow the

November 6, 2018 Landowners meeting and cancelling the December 27, 2018 meeting) at 11:30 a.m. at the Cagan Crossing Community Library, 16729 Cagan Oaks, Clermont, Florida 34714 for the Avalon Groves Community Development District.

D. ***Exhibit 4:*** Consideration of Resolution 2018-07; Amending Resolution 2018-05; Resetting the Date of the Public Hearing for Fiscal Year (FY) 2018-2019 Budget

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved Resolution **2018-07**; Amending Resolution **2018-05**; Resetting the Date of the Public Hearing for Fiscal Year (FY) 2018-2019 Budget to be held on August 27, 2018 at 11: 30 a.m. at the Cagan Crossing Community Library, 16729 Cagan Oaks, Clermont, Florida 34714 for the Avalon Groves Community Development District.

FOURTH ORDER OF BUSINESS – Business Items

Ms. Comings-Thibault presented the business items and called for a motion to open the Fiscal Year (FY) 2018-2019 Budget Public Hearing. Ms. Comings-Thibault presented the Fiscal Year (FY) 2018-2019 Budget (***Exhibit 5***) to the Board for their review and consideration and asked for questions or comments. There being none, Ms. Comings-Thibault asked for a motion to close the public hearing.

A. Fiscal Year (FY) 2018-2019 Budget Public Hearing

On a MOTION by Mr. Walker, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board opened the Fiscal Year (FY) **2018-2019** Budget Public Hearing for the Avalon Groves Community Development District.

On a MOTION by Mr. Walker, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board closed the Fiscal Year (FY) **2018-2019** Budget Public Hearing for the Avalon Groves Community Development District.

B. ***Exhibit 6:*** Consideration of Resolution 2018-08; Adopting the Fiscal Year (FY) 2018-2019 Budget & Funding Agreement

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board adopted Resolution **2018-08**; Adopting the Fiscal Year (FY) 2018-2019 Budget & Funding Agreement subject to corrections for the Avalon Groves Community Development District.

C. Fiscal Year (FY) 2018-2019 Assessment Public Hearing

Ms. Comings-Thibault asked for a motion to open the Fiscal Year (FY) 2018-2019 Assessment Public Hearing. Ms. Comings-Thibault presented the special assessments and asked for questions or comments. There being none, Ms. Comings-Thibault asked for a motion to close the public hearing.

On a MOTION by Mr. Meath, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board opened the Fiscal Year (FY) **2018-2019** Assessment Public Hearing for the Avalon Groves Community Development District.

On a MOTION by Mr. Meath, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board closed the Fiscal Year (FY) **2018-2019** Assessment Public Hearing for the Avalon Groves Community Development District.

D. ***Exhibit 7:*** Consideration of Resolution 2018-09; Providing for the Collection & Enforcement of Special Assessments for Fiscal Year (FY) 2018-2019

> On a MOTION by Mr. Meath, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved Resolution **2018-09**; Providing for the Collection & Enforcement of Special Assessments for Fiscal Year (FY) 2018-2019 for the Avalon Groves Community Development District.

E. ***Exhibit 8:*** Consideration of Randy Suggs Change Order # 1 - $40,760.50 Total Contract Price Incorporating Change Order - $237,126.80

Ms. Comings-Thibault presented the Randy Suggs Change Order # 1 to the Board for their review and consideration. Discussion ensued.

> On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board accepted the Randy Suggs Change Order # 1 - **$40,760.50** Total Contract Price Incorporating Change Order - **$237,126.80** for the Avalon Groves Community Development District.

FIFTH ORDER OF BUSINESS – Consent Agenda

Ms. Comings-Thibault presented the consent agenda items that included the proposal for hog removal from Humane Animal Removal Team (***Exhibit 9***), the proposal to create a CDD landscape maintenance map from Heidt Design (***Exhibit 10***), the proposal for mowing the Bahia along Serona Boulevard from Yellowstone Landscape (***Exhibit 11***), the termination of U.S. Lawns (***Exhibit 12***), the proposal for environmental services monitoring and maintenance from Bio-Tech Consulting Inc. (***Exhibit 13***), and the proposal for environmental services monitoring and baseline monitoring report for Serona Phase 1A from Bio-Tech Consulting Inc. (***Exhibit 14***) to the Board for their review and consideration.

> On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved consent agenda items A-F for the Avalon Groves Community Development District.

SIXTH ORDER OF BUSINESS – Staff Reports

Ms. Comings-Thibault opened the floor for the district staff to present their reports. Discussion ensued concerning pond maintenance. Ms. Comings-Thibault presented the proposal from Aquatic Systems and asked for a motion to accept the contract.

> On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board accepted the Aquatic Systems contract in the amount **$900.00 per month**, to retain a proposal NTE (not to exceed) **$2,000.00** for a one time cleanup, and to terminate the current vendor effective October 1, 2018 for the Avalon Groves Community Development District.

SEVENTH ORDER OF BUSINESS – Supervisors Requests

Ms. Comings-Thibault opened the floor for supervisor comments and requests. Discussion ensued concerning the quick claim deed.

EIGHTH ORDER OF BUSINESS – Adjournment

Ms. Comings-Thibault asked for final questions, comments, or corrections before concluding the meeting. There being none, Ms. Comings-Thibault asked for a motion to adjourn the meeting.

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adjourned the meeting for the Avalon Groves Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature	**Signature**
Printed Name	**Printed Name**
Title: □ **Secretary** □ **Assistant Secretary**	**Title:** □ **Chairman** □ **Vice Chairman**

EXHIBIT 3

Avalon Groves
Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
August 31, 2018

Avalon Groves Community Development District
Balance Sheet
Unaudited
August 31, 2018

	GENERAL FUND	2017 (AA1)	2017A-1 (AA2)	2017A-2 (AA2)	CIP (AA1)	CIP A-1 (AA2)	CIP A-2 (AA2)	TOTAL
ASSETS:								
CASH	$ 37,688	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,688
INVESTMENTS:								
REVENUE FUND	-	83,139	263,978	119,003	-	-	-	466,120
CAP INTEREST	-	1,089	3,413	6,247	-	-	-	10,749
DS RESERVE	-	171,493	521,328	265,791	-	-	-	958,612
COST OF ISSUANCE	-	5,002	11,728	2,110	-	-	-	18,840
PREPAYMENT ACCOUNT	-	-	-	930,072	-	-	-	930,072
ACQ. & CONST. 2017 (AA1)	-	-	-	-	431,063	-	-	431,063
ACQ. & CONST. 2017A-1 (AA2)	-	-	-	-	-	59	-	59
ACQ. & CONST. 2017A-2 (AA2)	-	-	-	-	-	-	701,758	701,758
PREPAID ITEMS	6,771	-	-	-	-	-	-	6,771
ACCOUNTS RECEIVABLE	-	-	-	-	-	-	147,425	-
DEPOSITS	453	-	-	-	-	-	-	453
TOTAL ASSETS	**$ 44,912**	**$ 260,723**	**$ 800,447**	**$ 1,323,223**	**$ 431,063**	**$ 59**	**$ 849,183**	**$ 3,562,185**
LIABILITIES:								
ACCOUNTS PAYABLE	$ 3,100	$ -	$ -	$ -	$ 70,050	$ -	$ 193,076	$ 266,226
RETAINAGE PAYABLE	-	-	-	-	-	-	91,745	91,745
FUND BALANCE:								
NONSPENDABLE:								
PREPAID AND DEPOSITS	453	-	-	-	-	-	-	453
ASSIGNED:								
OPERATING RESERVES	-	-	-	-	-	-	-	-
RESERVES - ROADWAYS	-	-	-	-	-	-	-	-
UNASSIGNED:	41,359	260,723	800,447	1,323,223	361,013	59	564,362	3,203,761
TOTAL LIABILITIES & FUND BALANCE	**$ 44,912**	**$ 260,723**	**$ 800,447**	**$ 1,323,223**	**$ 431,063**	**$ 59**	**$ 849,183**	**$ 3,562,185**

Avalon Groves Community Development District

Statement of Revenue, Expenditures And Change In Fund Balance

For The Period Ending August 31, 2018

	FY2017 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
SPECIAL ASSESSMENTS (LANDOWNER OFF-ROLL)	$ 300,474	275,435	$ 126,169	$ (149,266)
DEVELOPER FUNDING	-	-	39,046	39,046
TOTAL REVENUES	**300,474**	**275,435**	**165,215**	**(110,220)**
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	8,000	7,333	-	7,333
DISTRICT ACCOUNTING SERVICES	24,000	22,000	14,000	8,000
BANK FEES	150	138	132	6
AUDITING	3,500	3,208	2,500	708
REGULATORY & PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	750	688	1,909	(1,222)
ENGINEERING SERVICES	10,000	9,167	1,719	7,448
LEGAL SERVICES	16,000	14,667	35,409	(20,742)
TECHNOLOGY & WEBSITE ADMIN.	960	880	900	(20)
AD-VALOREM TAXES	-	-	3,099	(3,099)
MISCELLANEOUS (appraisal, etc.)	500	458	359	99
TOTAL GENERAL ADMINISTRATIVE	**64,035**	**58,713**	**60,202**	**(1,489)**
INSURANCE				
INSURANCE	5,851	5,851	5,300	551
TOTAL INSURANCE	**5,851**	**5,851**	**5,300**	**551**
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,000	5,000	5,000	-
ARBITRAGE REBATE	700	-	-	-
TRUSTEE FEES	3,800	3,800	10,500	(6,700)
TOTAL DEBT ADMINISTRATION	**9,500**	**8,800**	**15,500**	**(6,700)**
UTILITIES				
UTILITIES-ELECTRICITY	2,500	2,292	-	2,292
STREETLIGHTS	62,454	57,250	-	57,250
UTILITY CONTINGENCY	5,000	4,583	-	4,583
TOTAL UTILITIES	**69,954**	**64,125**	**-**	**64,125**
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	20,400	18,700	4,815	13,885
LANDSCAPE MAINTENANCE	95,734	87,756	28,985	58,771
LANDSCAPE - MISC.	5,000	4,583	-	4,583
WETLAND MITIGATION & MAINTENANCE	14,000	12,833	5,600	7,233
FIELD MANAGEMENT	6,000	5,500	-	5,500
FIELD CONTINGENCY	5,000	4,583	3,000	1,583
HARDSCAPE REPAIRS & MAINT.	5,000	4,583	-	4,583
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	**151,134**	**138,540**	**42,400**	**96,140**
TOTAL EXPENDITURES	**300,474**	**276,028**	**123,402**	**152,626**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**-**	**(594)**	**41,813**	**42,407**
FUND BALANCE - BEGINNING	-	-	-	-
FUND BALANCE - ENDING	**$ -**	**$ (594)**	**$ 41,813**	**$ 42,407**

Avalon Groves Community Development District
SERIES 2017A-1 (AA1)
For The Period Starting October 1, 2017 Ending August 31, 2018

	FY2018 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	$ 185,153	111,092	$ 82,583	$ (28,509)
INTEREST	-	-	3,072	3,072
LESS: DISCOUNT ASSESSMENTS (4%)	(7,715)	-	-	-
TOTAL REVENUE	**177,438**	**111,092**	**85,655**	**(25,437)**
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	7,715	-	-	-
INTEREST EXPENSE			-	
MAY 1, 2018	67,856	67,856	67,856	-
NOVEMBER 1, 2018	67,856	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2018	-	-	-	-
TOTAL EXPENDITURES	**143,427**	**67,856**	**67,856**	**-**
EXCESS REVENUE OVER (UNDER) EXPEND.	34,011	43,236	17,799	(25,437)
TRANSFER IN				
TRANSFER OUT			(1,407)	
FUND BALANCE - BEGINNING		-	244,331	244,331
FUND BALANCE - ENDING	**$ 34,011.00**	**$ 43,236**	**$ 260,723**	**$ 218,894**

Avalon Groves Community Development District
SERIES 2017A-1 (AA2)
For The Period Starting October 1, 2017 Ending August 31, 2018

	FY2018 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	$ 562,845	337,707	$ 263,634	$ (74,073)
INTEREST	-	-	8,006	8,006
LESS: DISCOUNT ASSESSMENTS (4%)	(23,452)	-	-	-
TOTAL REVENUE	**539,393**	**337,707**	**271,640**	**(66,067)**
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	23,452	-	-	-
INTEREST EXPENSE			-	
MAY 1, 2018	212,684	212,684	212,684	-
NOVEMBER 1, 2018	212,684	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2018	-	-	-	-
TOTAL EXPENDITURES	**448,820**	**212,684**	**212,684**	**-**
EXCESS REVENUE OVER (UNDER) EXPEND.	90,573	125,023	58,956	(66,067)
TRANSFER IN				
TRANSFER OUT			(4,278)	
FUND BALANCE - BEGINNING		-	745,770	745,770
FUND BALANCE - ENDING	**$ 90,573.00**	**$ 125,023**	**$ 800,448**	**$ 679,703**

Avalon Groves Community Development District
SERIES 2017A-2 (AA2)
For The Period Starting October 1, 2017 Ending August 31, 2018

	FY2018 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	$ 286,957	286,957	$ 1,898,958	$ 1,612,001
INTEREST	-	-	6,572	6,572
LESS: DISCOUNT ASSESSMENTS (4%)	(11,957)	-	-	-
TOTAL REVENUE	**275,000**	**286,957**	**1,905,530**	**1,618,573**
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	11,957	-	-	-
INTEREST EXPENSE			-	
MAY 1, 2018	132,000	-	127,875	(127,875)
NOVEMBER 1, 2018	132,000	-	-	-
PRINCIPAL PREPAYMENT			852,400	
MAY 1, 2018	-	-	-	-
TOTAL EXPENDITURES	**275,957**	**-**	**980,275**	**(127,875)**
EXCESS REVENUE OVER (UNDER) EXPEND.	(957)	286,957	925,255	1,746,448
TRANSFER IN				
TRANSFER OUT			(2,181)	
FUND BALANCE - BEGINNING		-	400,149	400,149
FUND BALANCE - ENDING	**$ (957.00)**	**$ 286,957**	**$ 1,323,223**	**$ 2,146,597**

Avalon Groves Community Development District
Construction In Progress (AA1)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending August 31, 2018

	ACTUAL YEAR-TO-DATE
REVENUES	
BOND PROCEEDS	$ -
INTEREST	11,383
TOTAL REVENUES	**11,383**
EXPENDITURES	
CONSTRUCTION IN PROGRESS	893,193
TRUSTEE FEES	-
TOTAL EXPENSE	**893,193**
TOTAL EXPENDITURES	**893,193**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**(881,810)**
TRANSFER IN	1,407
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,241,417
FUND BALANCE - ENDING	**$ 361,014**

Avalon Groves Community Development District
Construction In Progress A-1 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending August 31, 2018

	ACTUAL YEAR-TO-DATE
REVENUES	
BOND PROCEEDS	$ -
INTEREST	3,972
TOTAL REVENUES	**3,972**
EXPENDITURES	
CONSTRUCTION IN PROGRESS	995,699
TRUSTEE FEES	-
TOTAL EXPENSE	**995,699**
TOTAL EXPENDITURES	**995,699**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**(991,727)**
TRANSFER IN	4,278
TRANSFER OUT	-
FUND BALANCE - BEGINNING	987,508
FUND BALANCE - ENDING	**$ 59**

Avalon Groves Community Development District
Construction In Progress A-2 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending August 31, 2018

	ACTUAL YEAR-TO-DATE
REVENUES	
DEVELOPER FUNDING	376,422
INSURANCE CLAIM	$ 719,000
INTEREST	10,952
TOTAL REVENUES	**1,106,374**
EXPENDITURES	
CONSTRUCTION IN PROGRESS	1,912,613
TRUSTEE FEES	-
TOTAL EXPENSE	**1,912,613**
TOTAL EXPENDITURES	**1,912,613**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**(806,239)**
TRANSFER IN	2,181
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,368,421
FUND BALANCE - ENDING	**$ 564,363**

Avalon Groves Community Development District
Bank Reconciliation
August 31, 2018

		BU
Balance Per Bank Statement	$	37,707.85
Less: Outstanding AP Checks		(19.99)
Adjusted Bank Balance	**$**	**37,687.86**
Beginning Bank Balance Per Books	$	45,496.08
Deposits & Interest		237,700.94
Cash Disbursements		(245,509.16)
Balance Per Books	**$**	**37,687.86**

Avalon Groves CDD
Check Register
Operating Account
FY 2018

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
9/30/2017		**EOY**	**Balance**	**0.00**	**159.29**	**0.00**
10/06/2017		Developer Funding	GF 2017-26	7,919.77		7,919.77
10/06/2017	1050	Egis Insurance Risk Advisors	Ins. FY 2018		5,300.00	2,619.77
10/06/2017	1051	Heidt Design	Engineering Svcs		205.00	2,414.77
10/06/2017	1052	Orlando Sentinel	Legal Ads		2,177.04	237.73
10/06/2017	1053	Venturesin.com, Inc.	Web Site Hosting - September		80.00	157.73
10/13/2017		Developer Funding	GF 2017-25	22,988.66		23,146.39
10/13/2017	1054	Daily Commercial	Legal Ad		129.68	23,016.71
10/13/2017	1055	DPFG MANAGEMENT AND CONSULTING, LLC	BOS Mtg - 8/24/17		4,000.00	19,016.71
10/13/2017	1056	Heidt Design	Design Svcs - July		670.00	18,346.71
10/13/2017	1057	Hopping Green & Sams	Legal Services		13,188.98	5,157.73
10/13/2017	1058	Regions Bank.	Fees - Series 2017		5,000.00	157.73
10/18/2017	1059	Daily Commercial	VOID		0.00	157.73
10/18/2017	1060	Daily Commercial	Legal Ad		26.18	131.55
10/31/2017		**EOM**	**Balance**	**30,908.43**	**30,776.88**	**131.55**
11/01/2017			O & M (K Title)	4,342.10		4,473.65
11/03/2017	1061	Daily Commercial	Legal Ad		183.91	4,289.74
11/03/2017	1062	Venturesin.com, Inc.	Web Site Hosting - October		80.00	4,209.74
11/03/2017	1063	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing - FY 2018		175.00	4,034.74
11/14/2017	1064	Daily Commercial	Legal Ad		144.64	3,890.10
11/29/2017	1065	BOB McKEE, LAKE COUNTY TAX COLLECTOR	Ad Valorem Taxes		2,738.30	1,151.80
11/30/2017	1066	BOB McKEE, LAKE COUNTY TAX COLLECTOR	Property Tax		361.17	790.63
11/30/2017		**EOM**	**Balance**	**4,342.10**	**3,683.02**	**790.63**
12/08/2017	1067	LAKE & WETLAND MANAGEMENT	Lake Maint - December		535.00	255.63
12/08/2017	1068	Orlando Sentinel	Legal Ad		283.17	-27.54
12/09/2017		Ashton Orlando	O & M (K Title)	3,101.50		3,073.96
12/14/2017		NVR Settlement	O & M (K Title)	1,240.60		4,314.56
12/27/2017	1069	Sumter Electric Cooperative	Voided		0.00	4,314.56
12/27/2017	1070	Sumter Electric Cooperative	Voided		0.00	4,314.56
12/27/2017	1071	Sumter Electric Cooperative	Deposit - 17494 Sawgrass Bay Bl		193.00	4,121.56
12/27/2017	1072	Sumter Electric Cooperative	Deposit - 16920 Sawgrass Bay Bl		193.00	3,928.56
12/27/2017		Developer Funding	GF 2018-01	20,731.55		24,660.11
12/28/2017	1073	DPFG MANAGEMENT AND CONSULTING, LLC	Oct-Dec Fees / Dissimenation		13,000.00	11,660.11
12/28/2017	1074	Heidt Design	Engineering Svcs		968.75	10,691.36
12/28/2017	1075	Hopping Green & Sams	Legal Services		6,582.81	4,108.55
12/28/2017	1076	Venturesin.com, Inc.	Website Host - Nov		179.99	3,928.56
12/31/2017		**EOM**	**Balance**	**25,073.65**	**21,935.72**	**3,928.56**
01/11/2018		Developer Funding	O & M (K Title)	1,240.60		5,169.16
01/15/2018	1077	Daily Commercial	Legal Ad		150.25	5,018.91
01/18/2018	1078	Heidt Design	Engineering Svcs		205.00	4,813.91
01/18/2018	1079	Venturesin.com, Inc.	Web Site Hosting - January		80.00	4,733.91
01/29/2018	1080	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - January		2,000.00	2,733.91
01/31/2018		Developer Funding	O & M (K Title)	2,481.20		5,215.11
1/31/2018		**EOM**	**Balance**	**3,721.80**	**2,435.25**	**5,215.11**
02/07/2018	1081	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - February		2,000.00	3,215.11
02/07/2018	1082	Heidt Design	Engineering Svcs - November		340.00	2,875.11
02/07/2018	1083	Orlando Sentinel	Legal Ad		101.25	2,773.86
02/07/2018	1084	Venturesin.com, Inc.	Web Site Hosting - February		80.00	2,693.86
02/07/2018	1085	LAKE & WETLAND MANAGEMENT	Lake Maint - February		535.00	2,158.86
02/13/2018	1086	Daily Commercial	VOIDED		0.00	2,158.86
02/20/2018	1087	Heidt Design	Engineering Services		205.00	1,953.86
02/21/2018	1088	Voided Check	VOIDED		0.00	1,953.86
02/21/2018		Developer Funding	GF 2018-02	18,515.93		20,469.79
02/21/2018	1089	Hopping Green & Sams	Legal Services		16,515.93	3,953.86
02/27/2018		DR Horton	O & M (Old Republic National Title	70,962.64		74,916.50
2/28/2018		**EOM**	**Balance**	**89,478.57**	**19,777.18**	**74,916.50**
03/01/2018		K Title Company	O & M (K Title Co)	8,063.90		82,980.40
03/02/2018	1090	Hopping Green & Sams	Legal Services		7,952.68	75,027.72
03/02/2018	1091	U.S. LAWNS	Landscape Maint. Jan-Mar		5,985.00	69,042.72
03/02/2018	1092	Venturesin.com, Inc.	Web Site Hosting - March		80.00	68,962.72
03/02/2018	1093		Voided check		0.00	68,962.72
03/12/2018	1094	Hopping Green & Sams	Legal Servies		2,750.50	66,212.22
03/12/2018	1095	Candice Smith	Voided check		0.00	66,212.22
03/14/2018	1096	DPFG MANAGEMENT AND CONSULTING, LLC	CDD - Mtg		6,000.00	60,212.22
03/15/2018	1097	Sumter Electric Cooperative	Deposit/Membership Fee		72.00	60,140.22
03/18/2018		K Title Company	O & M (K Title)	1,240.60		61,380.82
3/31/2018		**EOM**	**Balance**	**9,304.50**	**22,840.18**	**61,380.82**
04/01/2018	1098	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - April		2,000.00	59,380.82
04/06/2018	1099	LAKE & WETLAND MANAGEMENT	Lake Maint - April		535.00	58,845.82
04/06/2018	1100	Regions Bank.	Trustee Fees		7,000.00	51,845.82
04/06/2018	1101	U.S. LAWNS	Landscape Maint - April		1,995.00	49,850.82
04/18/2018	1102	Hopping Green & Sams	Legal Services		835.39	49,015.43
04/24/2018	1103	BIO-TECH CONSULTING, INC.			2,800.00	46,215.43
04/24/2018	1104	Venturesin.com, Inc.	Web Site Hosting - April		80.00	46,135.43
04/26/2018		K Title Company	O & M (K Title)	2,481.20		48,616.63

Avalon Groves CDD

Check Register

Operating Account

FY 2018

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
04/26/2018		K Title Company	Lot Closing (K Title)	4,700.28		53,316.91
04/26/2018		K Title Company	Lot Closing (K Title)	84,904.96		138,221.87
4/30/2018		**EOM**	**Balance**	**92,086.44**	**15,245.39**	**138,221.87**
05/01/2018	1105	DPFG MANAGEMENT AND CONSULTING, LLC	Voided chk		0.00	138,221.87
05/09/2018	1106	Hopping Green & Sams			799.90	137,421.97
05/09/2018	1107	LAKE & WETLAND MANAGEMENT	Lake Maint - March		535.00	136,886.97
05/09/2018	1108	U.S. LAWNS	Landscape Maint - May		1,995.00	134,891.97
05/09/2018	1109	Venturesin.com, Inc.	Web Site Hosting - May		80.00	134,811.97
05/31/2018	1110	Regions Bank.	Voided check		0.00	134,811.97
05/31/2018	1111	Regions Bank.	Lot Closing (K Title)		1,254.75	133,557.22
05/31/2018	1112	Regions Bank.	Lot Closing (K Title)		83,650.21	49,907.01
05/31/2018	1113	Regions Bank.	Lot Closing (K Title)		4,700.28	45,206.73
5/31/2018		**EOM**	**Balance**	**0.00**	**93,015.14**	**45,206.73**
06/05/2018	1114	Hopping Green & Sams	Legal Services		3,269.70	41,937.03
06/05/2018	1115	LAKE & WETLAND MANAGEMENT	Lake Maint - June		535.00	41,402.03
06/05/2018	1116	U.S. LAWNS	Landscape Maint - June		1,995.00	39,407.03
06/13/2018	1117	Dibartolomeo, McBee, Hartley & Barnes, PA	Audit FY 2017		2,500.00	36,907.03
06/15/2018		NVR	O & M (NVR Settlement Svcs)	2,481.20		39,388.23
06/15/2018	1118	LAKE COUNTY PROPERTY APPRAISER	Non Ad Valorem Collections		50.00	39,338.23
06/22/2018	1119	LAKE & WETLAND MANAGEMENT	Lake Maint - January		535.00	38,803.23
06/22/2018	1120	Venturesin.com, Inc.	Web Site Hosting - June		80.00	38,723.23
06/25/2018	1121	LAKE & WETLAND MANAGEMENT	Lake Maint - May		535.00	38,188.23
06/25/2018		VK Avalon	O & M (K Title)	1,240.60		39,428.83
06/27/2018	1122	Regions Bank.	Trustee Fee Series 2017A-2		3,500.00	35,928.83
6/30/2018		**EOM**	**Balance**	**3,721.80**	**12,999.70**	**35,928.83**
07/02/2018	1123	Hopping Green & Sams	Legal Services		1,557.17	34,371.66
07/02/2018	1124	LAKE & WETLAND MANAGEMENT	Lake Maint - July		535.00	33,836.66
07/02/2018	1125	U.S. LAWNS	Landscape Maint - July		1,995.00	31,841.66
07/05/2018	1126	Venturesin.com, Inc.	Web Site Hosting - July		80.00	31,761.66
07/10/2018	1127	BIO-TECH CONSULTING, INC.	Consulting Fees		2,800.00	28,961.66
07/18/2018		VK Avalon	DS & O&M	14,493.69		43,455.35
07/18/2018		VK Avalon	O & M (K Title)	7,443.60		50,898.95
07/18/2018		VK Avalon	O & M (K Title)	4,342.10		55,241.05
07/19/2018	1128	Regions Bank.	Lot Closing -		8,910.99	46,330.06
07/23/2018		VK Avalon	O & M (K Title)	1,240.60		47,570.66
07/26/2018	1129	Daily Commercial	Legal Ads		1,770.32	45,800.34
07/26/2018	1130	Tampa Print Services, Inc.	Mass Mailing		304.26	45,496.08
7/31/2018		**EOM**	**Balance**	**27,519.99**	**17,952.74**	**45,496.08**
08/03/2018	1131	LAKE & WETLAND MANAGEMENT	Lake Maint - August		535.00	44,961.08
08/03/2018	1132	U.S. LAWNS	Landscape Maint - August		1,995.00	42,966.08
08/03/2018	1133	Venturesin.com, Inc.	Web Site Hosting - August		80.00	42,886.08
08/03/2018		K Title	O & M Lot Closing	2,481.20		45,367.28
08/03/2018	1134	Hopping Green & Sams	Legal Svcs - June		705.00	44,662.28
08/14/2018		CF Funding	Pay App 15,16	222,266.74		266,929.02
08/14/2018	1135	Jon M. Hall Company	Pay App 15,16		222,266.74	44,662.28
08/15/2018	ACH81518	BANK UNITED	Chargeback Fee		10.00	44,652.28
08/17/2018	ACH8172018	BANK UNITED	Business checks		127.43	44,524.85
08/20/2018	ACH82018	BANK UNITED	Wire Fee		15.00	44,509.85
08/20/2018		VK Avalon Groves	Wire Fee Allowance	20.00		44,529.85
08/20/2018		CF Funding	2017-04 CF	6,730.00		51,259.85
08/20/2018	1136	Geopoint Suveying	2017-04 CF		6,730.00	44,529.85
08/24/2018	1137	Randy Suggs Landscaping	Landscape Maint. Jun-Aug		13,025.00	31,504.85
08/24/2018	1138	Venturesin.com, Inc.	Domain Name Renewal		19.99	31,484.86
08/29/2018		K Title	O & M Lot Closing	4,342.10		35,826.96
08/29/2018		K Title	O & M Lot Closing	1,860.90		37,687.86
8/31/2018		**EOM**	**Balance**	**237,700.94**	**245,509.16**	**37,687.86**

EXHIBIT 4

AQUATICS SERVICES AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into to be effective the 1st day of _____, 2018, by and between:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located at 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"); and

AQUATIC SYSTEMS, INC., a Florida corporation, whose mailing address is 2100 NW 33rd Street, Pompano Beach, Florida 33069 ("**Contractor**").

RECITALS

WHEREAS, the District is a community development district located in Lake County, Florida, and established to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District has a need to retain an independent contractor to provide aquatics maintenance services to fifteen (15) ponds within and around the District, which are hereinafter collectively referred to as the "**Ponds**" and which are identified in **Exhibit A,** attached hereto; and

WHEREAS, the Contractor submitted a price quotation and represents that it is qualified to serve as an aquatics maintenance contractor and provide such services to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

2. **DESCRIPTION OF WORK AND SERVICES.** The Contractor shall provide services set forth in **Exhibit B.** In addition to the two monthly site visits, the Contractor shall provide unlimited visits to address any problems that may arise between the scheduled site visits.

The Contractor shall provide all aquatics maintenance services within presently accepted standards, and shall ensure that all services are sufficient to maintain the applicable properties consistent with the District's applicable permits and/or conservation easements, as well as applicable federal, state and local laws. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

At no time shall the Contractor use any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable South Florida Water Management District ("**SFWMD**") rules and any and all SFWMD permits issued to the District.

3. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the Ponds prior to the time of the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, and maintenance of the existing Ponds, regardless of the current condition of the Ponds and at no additional charge to the District. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing Ponds were not in good condition or otherwise differ materially from conditions ordinarily encountered.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in Section 2 of this Agreement unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates its District Manager to act as its representative.

(2) The Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of

concern regarding this Agreement.

(3) The Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the aquatics maintenance services.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

A. As compensation for the monthly maintenance services described in this Agreement, the District agrees to pay the Contractor Nine Hundred Dollars ($900.00) per month.

B. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing Services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

C. Work shall commence on the date first written above and end September 30, 2019, which is the end of the District's fiscal year. This Agreement shall automatically renew for one year periods, unless terminated pursuant to the terms of this Agreement. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District's consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the insurance set forth in **Exhibit C.**

B. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Contractor shall, without interruption, maintain the insurance for at least four years after the completion or termination of this Agreement.

C. The District, its staff, consultants and supervisors shall be named as additional insureds on each policy (with the exception of the Professional Liability Insurance and Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, 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.

D. 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's obtaining the required insurance.

7. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

8. SOVEREIGN IMMUNITY. Contractor agrees that nothing in the Agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

9. **COMPLIANCE WITH LAWS.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The Contractor shall promptly notify the District in writing upon 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 materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services. Additionally, Contractor shall promptly comply with any requirement of such agency after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

10. LIENS AND 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 such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

11. DEFAULT; THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

14. TERMINATION. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice of termination to the other party. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. Further, the Contractor agrees that the District may terminate a portion of the services in the District's sole discretion, without terminating the entire Agreement. Upon any termination of this Agreement, the District shall not be liable for any damages of any kind except that Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to claims or off-sets the District may have against the Contractor.

15. PERMITS AND LICENSES. All ~~permits~~ and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written

consent shall be void.

17. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any applicable insurance, unemployment, or other laws. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

20. MERGER; ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. AMENDMENTS. 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 the District and the Contractor.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

23. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District:

Avalon Groves Community
Development District
250 International Parkway, Suite 280
Lake Mary, Florida 32746
Attn: Patricia Comings-Thibault

With a copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

B. If to the Contractor:

Aquatic Systems, Inc.
2100 NW 33rd Street
Pompano Beach, Florida 33069
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

25. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any proceedings shall be in Lake County, Florida.

26. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Patricia Comings-Thibault ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the

service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT PATRICIA.COMINGS-THIBAULT@DPFG.COM, OR BY REGULAR MAIL AT 2100 NW 33RD STREET, POMPANO BEACH, FLORIDA 33069.

27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement, effective as of the date first written above.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Chairman, Board of Supervisors

AQUATIC SYSTEMS, INC.

By: Cindee L Brandon
Its: VP

Exhibit A: List of Ponds
Exhibit B: Scope of Services
Exhibit C: Insurance Certificate(s) and Endorsement(s)

EXHIBIT A


Avalon Grove CDD
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Aquatic Systems
LAKE & WETLAND SERVICES

EXHIBIT B

Scope of Services

1. **ASI** agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of this Agreement in the following location:

Fifteen waterways (14,625 total linear foot perimeter) located at **Avalon Grove CDD** in Clermont, Florida.

2. Minimum of **TWENTY-FOUR** (24) inspections with treatment as required (twice monthly).

3. CUSTOMER agrees to pay ASI, its agents or assigns, the following sum for specified water management service:

Annual Maintenance Program:		
Algae & Aquatic Weed Management	Included	
Shoreline Grass Management to the Water's Edge	Included	
Lake Dye	As Required by **ASI***	
Debris Removal[1]	Included	
Triploid Grass Carp Stocking & Permitting ***(Sites #1 through #15)***	As Required by **ASI***	
Management Reporting	Included	
Total Program Investment	**$ 900.00**	**Monthly**

The above price is effective for 90 days from the date of this proposal.

[1] *Shoreline area to be cleaned is limited to 1 foot maximum depth. Individual litter items to be removed are limited to non-natural materials; such as, paper products, Styrofoam cups, plastic bags and aluminum cans that are accessible along the immediate shoreline. Construction debris, shopping carts, discarded household appliances or any other objects not considered litter, are not included but can be removed at an additional cost.*

**Services performed at ASI's sole discretion for the success of the Waterway Management Program*

EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bateman Gordon and Sands
3050 North Federal Hwy
Lighthouse Point FL 33064

CONTACT NAME:
PHONE (A/C, No, Ext): 954-941-0900 FAX (A/C, No): 954-941-2006
E-MAIL ADDRESS: emedlin@bgsagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Insurance Co.	23396
INSURER B : Amerisure Insurance Co.	19488
INSURER C : Crum & Forster Specialty Insurance Co.	44520
INSURER D : Amerisure Partners Insurance Company	11050
INSURER E :	
INSURER F :	

INSURED AQUSY1
Aquatic Systems, Inc.
Vertex Water Features Inc.
2100 NW 33rd Street
Pompano Beach FL 33069

COVERAGES

CERTIFICATE NUMBER: 628252131 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	GL20056341502	11/13/2017	11/13/2018	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X BI&PD Ded:$1,000						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
D	AUTOMOBILE LIABILITY	Y	Y	CA20697690905	4/12/2018	4/12/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	CU20056351502	11/13/2017	11/13/2018	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	WC12933282101	1/1/2018	1/1/2019	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution & Professional Liab Claims Made Policy	Y	Y	PKC106862	11/13/2017	11/13/2018	Each Incident/Claim Aggregate Limit Deductible	$2,000,000 $2,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Pollution Liability Retro Date 11/13/2002 / Professional Liability Retro Date 11/13/2008
DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.
General Liability: Additional Insured, Primary & Non-Contributory, On-Going and Completed Operations, as required by written contract, per CG7048 1015./ Waiver of Subrogation as required by written contract, per CG7049 1109. 30 Days Notice of Cancellation other than non-payment of premium per Notice per Form IL7045 05/07.

Auto Liability: Additional Insured / Waiver of Subrogation as required by written contract, per CA7171 0508. Covered Autos are Primary. Non-Owned Autos are Excess over any other collectible insurance per policy.
See Attached...

CERTIFICATE HOLDER

Avalon Grove CDD c/o DPFG
250 International Pkwy #280
Lake Mary FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Duran Brown

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AGENCY CUSTOMER ID: AQUSY1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bateman Gordon and Sands	Aquatic Systems, Inc. Vertex Water Features Inc. 2100 NW 33rd Street Pompano Beach FL 33069
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation/Employers Liability: Waiver of Subrogation as required by written contract, per WC000313.

Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers Compensation/Employers Liability coverages.

Pollution / Professional Liability: Additional Insured, where required by written contract, per EN0112 0211. Waiver of Subrogation, where required by written contract, per EN0109 0211.

General Information:
The General Liability policy contains no specific residential exclusions.
Independent Contractors Liability is included in the General Liability per form CG0001 0413.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

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EXHIBIT 5

Avalon Groves Community Development District

Contractor Agreement

Effective Date:	September 7, 2018		
Owner:	Avalon Groves Community Development District		
	Address: c/o DPFG, 250 International Parkway, Suite 280		
	City: Lake Mary		
	State: FL	**Zip:** 32746	
	Authorized Representative: Patricia Comings-Thibault, c/o DPFG		
Contractor:	**Full Legal Company Name:** SOS Solar, Inc. dba Viasol Lighting		
	Vendor Number: Click here to enter text.		
	Contractor State License No.:		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 46-2158862		
	Address: 1743 Independence Blvd., D6		**Phone:** 941-724-0610
	City: Sarasota		**Fax:** Click here to enter text.
	State: Florida	**Zip:** 34234	**Email**: monte@viasol-lighting.com
	Authorized Representative: Monte Bains		**Cell Phone:** 941-724-0610
Project:	Avalon Groves – Sawgrass Bay Blvd Solar Street Lights		
Project HOA Entity:	**Full Legal Company Name:** Click here to enter text.		
Project Location:	**City:** Clermont	**State:** Florida	**Zip:** Click here to enter text.

1. Parties; Effective Date. This Contractor Agreement ("**Agreement**") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third-party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "**Parties**".

Purpose of Agreement.

1.1 This Agreement is a **"LUMP SUM"** Agreement and sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "**Work**") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "**Materials and Labor**") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project to complete the Serenoa Project in substantial conformance with plans and specifications as enumerated on Schedule "1" attached hereto. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any sub-contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b) Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "**Agreement Documents**"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Plans and Specifications; Exhibit B – Construction Schedule; Exhibit C – Trade Specific Scope of Work; Exhibit D – General Conditions; Exhibit E – Site Safety Rules N/A; Exhibit F – Emergency Action Plan; Exhibit G – Insurance Requirements; Exhibit H – Partial Waiver & Release of Lien; Exhibit I – Final Waiver & Release of Lien; Exhibit J – INTENTIONALLY OMITTED; Exhibit K – Sworn Statement Regarding Scrutinized Companies; Exhibit L – Sworn Statement Regarding Public Entity Crimes; and Exhibit M – Trench Safety Act Compliance Statement.

2.2 THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AND AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS AGREEMENT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.

3. Ordering Process.

3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings,

sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "**Applicable Laws**"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.

3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.

3.4 During the term of this Agreement, Owner may make available to Contractor: (a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.

3.5 **Acceptance of Work**. If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.

3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.

3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

4. Initiation of Work.

4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.

4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these changes in any manner.

4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

(a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;

(b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;

(c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);

(d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and

(e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event, should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other contractors or sub-contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent, Contractor fails to begin the cure within such 48-hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

5.1 The Contractor has prepared and provided a Construction Schedule (the "**Schedule**") (attached hereto as Exhibit B) for the Project. The Schedule includes a "**Substantial Completion**" date for these improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damages Amounts as outlined in Section 5.11.

5.2 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

5.3 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Unless otherwise directed in writing by Owner, Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.

5.4 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.

5.5 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other contractors and sub-contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 12.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other

legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

5.6 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

5.7 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different contractor to perform the Work.

5.8 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("**Work Price**"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

5.9 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed

thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

(a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. A written change order signed by both parties is required to extend the Substantial Completion date. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

(b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

(c) Contractor shall maintain a rain gauge onsite and shall provide to Owner's Authorized Representative, on a weekly basis, a report of daily rain in inches and any days of work progress lost due to rain. Extension to the contract time for rain may only be granted to Contractor if the work being completed at that time was on the critical path of the Schedule and in excess of rain days allowed for in the Schedule and less than four (4) hours of work were completed on such rain day.

5.10 Contractor shall prepare and submit to Owner's Authorized Representative, on a weekly basis, site work progress maps that show weekly updates in the work completed on the Project plans and any modifications to the Schedule based on progress to date.

5.11 Should Contractor fail to perform any of its obligations as provided in this Section 5, then Owner shall have the right to subtract the amounts (the "**Liquidated Damage Amount(s)**") specified in this Section 5 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 5 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

(a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be $1,000.00 per day.

(b) Should Contractor fail to perform as outlined in this Section 5, the Liquidated Damage Amount shall be $1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 5 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

6. Receipt and Protection of Materials; Protection of Work.

6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.

6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.

6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event, shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

7. Quality, Inspection and Correction of Work.

7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non–compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 7.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

8. Labor Matters.

8.1 In the performance of the Work, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.

8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.

9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.

9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.

9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.

9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to set-off against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

10. Storm Water Management.

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "**Clean Water Act**" or "**CWA**"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "**SWPPP**") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies,

relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

10.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

10.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole

and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 10.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 10.1.

11. No Lien Rights

11.1 Contractor agrees that the Owner is a local unit of special purpose government and is not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner, any part of the Work or the Owner's property on which the Work is performed, there are no lien rights available to any person providing materials or services for improvements in connection with the Project. Contractor shall not permit any laborer's, materialmen's, mechanic's or other similar liens to be filed or otherwise imposed on any part of the Work or the property on which the Work is performed.

11.2 [intentionally deleted]

11.3 [intentionally deleted]

11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

11.5 [intentionally deleted]

11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

(a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.

(b) [intentionally deleted]

12. Warranties; Warranty Work and Performance Standards.

12.1 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.

12.2 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from the date of Owner's acceptance of the Work through (a) 12 months after governmental acceptance of the Work or (b) such greater period as required by all applicable local, state and federal ordinances, law, rules and regulations (the longer of (a) and (b), the "**Warranty Period**"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.

12.3 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

12.4 If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

13. Notice and Opportunity to Repair Statutes. Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

14. Relationship Management.

14.1 Each party shall designate an individual to serve as its "**Authorized Representative**" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.

14.2 Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

14.3 Contractor shall maintain electronic communications with Owner via e-mail.

14.4 Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as–built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.

14.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

14.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any purchase order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any purchase order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

15. Goals, Continuous Improvement and Quality.

15.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.

15.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

15.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

16. Prices and Payment.

16.1 Contractor will perform the Work for a lump sum amount of ONE HUNDRED NINETY NINE THOUSAND SIX HUNDRED EIGHTY AND NO/100 DOLLARS ($199,680.00). **THIS IS A LUMP SUM CONTRACT.** The Work Prices, Materials prices and/or other billing amounts shall not exceed the

prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.

16.2 Owner shall designate the methodology for payment to Contractor.

(a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80 of the Florida Statutes. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Sections 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of 1% per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

(b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.

(c) In accordance with Section 218.735(8), Florida Statutes, ten percent (10%) shall be retained from each payment made to the Contractor until the Work is fifty percent (50%) complete; after the Work is fifty percent (50%) complete, five percent (5%) shall be retained from each payment. Owner also shall be permitted to retain amounts permitted or required to be retained under applicable law. All of the sums retained shall be paid in full within twenty-five (25) days after final completion of the Work.

16.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice. Invoices/Pay Applications will not be deemed complete until all required documentation has been submitted.

16.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.

16.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure

to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.

16.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.

16.7 Contractor shall not delay and/or stop any Work by reason of Owner' failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.

16.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60-day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.

16.9 If, during the term of this Agreement, Contractor offers Work to any developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.

16.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.

16.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.

16.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

16.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.

16.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.

16.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.

16.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.

17. Inspections and Reviews. Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

18. Indemnification.

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "**Contractor Entities**") hereby agrees to save, indemnify, defend and hold harmless (such action, the "**Indemnity**") Owner and its supervisors, consultants, agents, staff, and employees; and VK Avalon Groves, LLC ("**Developer**") and its parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "**Indemnitees**"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity arising out of or incidental to the performance of this Agreement or work performed thereunder, but only to the extent caused in whole or in part by any act, omission, or default of Contractor, or any of Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. This section 18 shall also pertain to any claims brought against Indemnitees by any other employees of the named Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including reasonable attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("**Claims**") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of $2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

18.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to, court costs, expert costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.

18.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.

18.3 The provisions of this Section 18 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees."

19. Insurance. Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit G continuously during the life of this Agreement, and thereafter as provided in Exhibit G. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit G.

19.1 Insurance and Indemnity of Contractor's Agent(s).

(a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.

(b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.

(c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

19.2 Miscellaneous Insurance Provisions.

(a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under

this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

(b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.

(c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

19.3 Compliance with this Section.

(a) Contractor acknowledges that timely compliance with this Section and Exhibit G is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 19 and Exhibit G, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of $500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 18 of this Agreement) to the fullest extent provided in this Agreement.

20. [intentionally deleted]

21. Term and Termination.

21.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

21.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

21.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way

of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

21.4 Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event, shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

(a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;

(b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

(c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all reasonable attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;

(d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default; After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

21.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.

21.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.

21.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

21.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to warranty, arbitration, indemnification and limitations of liability.

22. Limitation of Liability and Waiver of Consequential Damages. In no event, shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages. Nothing in this Agreement shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth 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 such limitations of liability or by operation of law.

23. Force Majeure. Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.

24. Independent Contractor Relationship. The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

25. Continued Performance. Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.

26. [intentionally omitted]

27. General Terms.

27.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

27.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.

27.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.

27.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.

27.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

27.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.

27.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall affect the other provisions of this Agreement.

27.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.

27.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

27.10 **Neither party may assign this Agreement**, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent to Developer or to one or more of its Affiliates, provided that each such Affiliate agrees to be bound by this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

27.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT

27.12 Choice of Law, Arbitration and Venue

a) All actions, claims, counterclaims, controversies, or disputes (each, a "**Dispute**") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("**AAA**") in Lake County, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in Lake County, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.

b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.

c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable attorneys' fees and costs, including fees for expert witnesses, incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.

e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.

f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.

g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

h) Discovery in any arbitration hereunder shall be limited to the following:

   i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in Lake County, Florida;

   ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These costs associated with obtaining electronic discovery shall not be taxed to the prevailing party as

costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;

iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in Lake County, Florida;

iv. The deposition of any experts that intend to testify at the arbitration hearing;

v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;

vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third-party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and

vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.

i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

28. Intentionally Deleted.

29. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law. Accordingly, Contractor agrees to comply with all such laws, and cooperate with the District in retaining such records for the applicable time periods established under Florida law, and provision of such records in response to such requests. Contractor shall promptly notify the District in the event that the Contractor receives a request for any such records.

30. Tax Exempt Direct Purchases. The parties agree that the Owner may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Agreement. In such event, the following conditions shall apply:

a. The Owner represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The Owner may elect to implement a direct purchase arrangement whereby the Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of Owner tax exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the Owner to determine which materials will be treated as Direct Purchase Materials.

d. The Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the Owner; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the Owner will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. The Owner shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the Owner shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the Owner. The Owner shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the Owner shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.

i. The Owner shall maintain builder's risk insurance on the Direct Purchase Materials.

31. Scrutinized Companies Statement. Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit K**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the Owner may immediately terminate the Contract.

32. Public Entity Crimes Statement. Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Agreement represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit L.**

33. Trench Safety Act Statements. Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit M**.

34. Construction Defects. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

[Signature Page Follows]

AGREED AND ACCEPTED:

Owner: Avalon Groves Community Development District	**SOS Solar, Inc. dba Viasol Lighting**
By:_____ (signature)	By:_____ (signature)
Name:_____ (printed)	Name:_____ (printed)
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit A

PLANS AND SPECIFICATIONS

Solar Light Proposal

FROM:
Viasol
1743 Independence Bvd
Sarasota Florida, 34234
Monte Bains
(941) 724-0610
P.O. #- VL 1010-18

TO:
Kolter Land Development
14025 Riveredge Dr, Suite 175
Tampa, FL 33637
Candice Smith
813-615-1244 ext. 208
Date- 8/30/2018

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
UP-4	39	$ 4,840.00	$ 188,760.00
Options:			
Cloud Monitoring	39	$ 100.00	$ 3,900.00
Boom Arm	39	$ 180.00	$ 7,020.00
TOTAL LIGHTS THIS ORDER	39		

Lights	$ 188,760.00
Options	$ 10,920.00
Installation	Included
Taxes	None
TOTAL	$ 199,680.00
Deposit	$ 159,744.00
Balance Owing	$ 39,936.00

PAYMENT TERMS:	
1. Deposit	80%
2. Due at Commissioning	20%
4. Tax	0%

INCLUDED: Cost Breakdown	
MOTION SENSOR:	0
CLOUD MONITORING:	0
POLES:	30
Light Colour Temperature	4000k

NOTES:
1. Six year warranty
2. Shipping DHL Air Expedited
3. 24' Composite Direct Burial Pole
4. Dusk to Dawn Profile

This proposal is good for 30 business days and will become a contract when signed by the buyer and returned to the vendor.

Approved:
Kolter Homes

Candice Smith
Date:
Estimated Delivery Date: 15-Oct-18
**See accompanying Light Configuration Chart*

Delivery Address:

cor light

LS35

modular

Street lighting unit

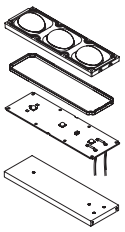
Optimized for the S-classes of street lighting in accodance with EN13201; small streets like pedestrian and bike ways.

- Typical ratio of 9 for pole distance to mounting height
- Typical ratio of 0.75 for length of the illuminated field forward to mounting height



- Numerous options for attaching and configuring
- Power rating up to 600 mA, dimmable
- Highest system efficiency
- Sustainable and future-oriented
- Multichip technology
- ESD-protection
- CRI 70 min

Unit structure

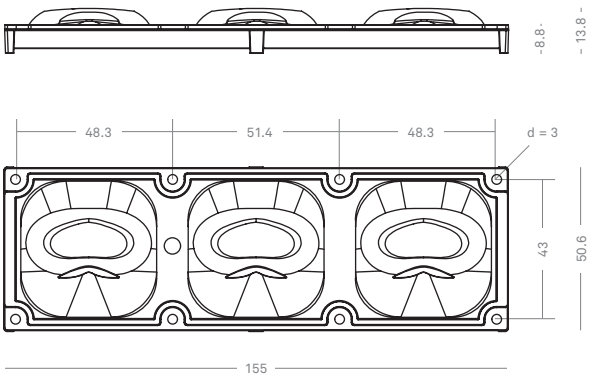


A **Lighting unit** *
- Lens optic
- Silicone seal
- LED PCB

B **Mounting profile** *

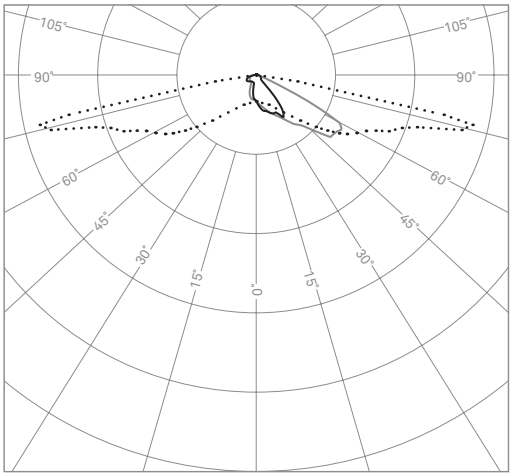
* Specific article number

A **Lens optic**



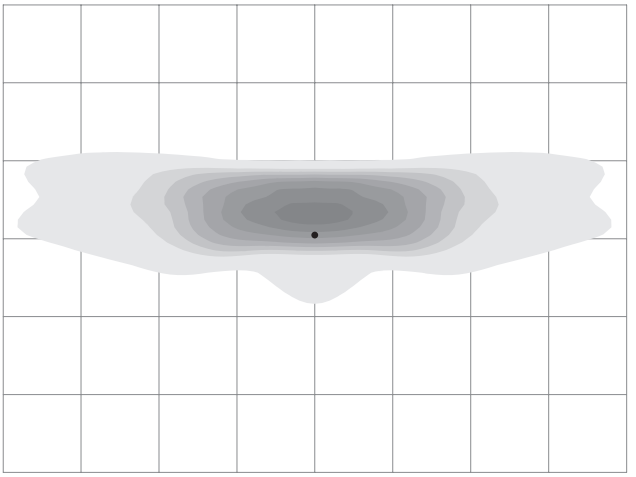
Light distribution

Polar diagram



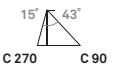
C 0 – C 180 C 30 – C 210 C 90 – C 270

Illuminance distribution



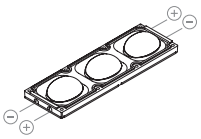
Mounting height



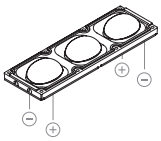


Variants

V_F **35 V** → Article no. **see table below + variant**



Variant **01** (power outlet on side): IP67 rating



Variant **02** (power outlet underneath): IP67 rating in combination with mounting profile

Article no.	Colour temperature (K) (typical)	No. of LED	Power (W)				Lumen (lm) (25 °C ambient temperature, incl. optical losses)				Life time (h)*
			300 mA	400 mA	500 mA	600 mA	300 mA	400 mA	500 mA	600 mA	
1 20 0001 __	**3000**	**3**	**9.9**	**13.2**	**16.5**	**19.8**	**1146**	**1465**	**1746**	**1995**	**50000**
1 20 0002 __	**4000**	**3**	**9.9**	**13.2**	**16.5**	**19.8**	**1329**	**1701**	**2031**	**2324**	**50000**
1 20 0003 __	**5700**	**3**	**9.9**	**13.2**	**16.5**	**19.8**	**1432**	**1833**	**2189**	**2506**	**50000**

→ Article no. **example**
Lighting unit with power outlet underneath: **1 20 0001 02**

Note: the product code is complete only if the variant is indicated.

Prerequisite for compliance of the data sheet specifications is the observation of temperature limits
Tc < 80° C @ 600 mA and 25° C ambient temperature
Temperature measuring unit available

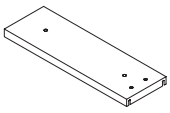
B Mounting profile (optional)

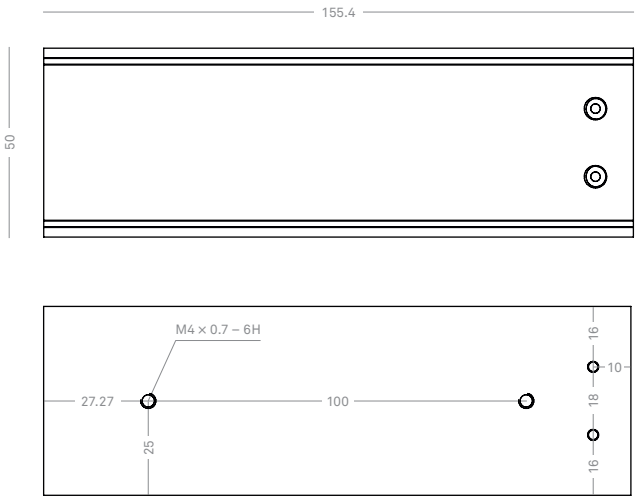
- Can be used for lighting units of variant 01 and 02

Recommended mounting screws included: BN 20165 – M 2.5 × 12 mm

3 mounting profile

→ Article no. **40 2000 010**





Assembly and maintenance instruction on www.corlight.com

We reserve the right to make changes to the models and the range,
as well as changes of a technical nature. Errors and omissions excepted. Patent applied for.

L-Series

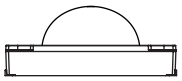
modular

Appendix for UL-certified lighting units

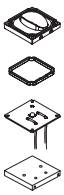
- This datasheet is an Appendix for all L-Series datasheets: LS_3, LS_4, LS_5, LP_3, LH_1
- While ordering lenses / PCB / mounting profile with order codes provided here, the lighting unit is an UL-certified product.
- Only additional technical Information is provided here.

A **Lens optic**

1 Lens optic



Lighting unit structure

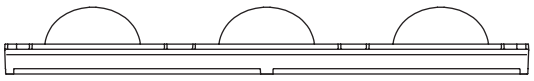


* Specific article number ** inclusive

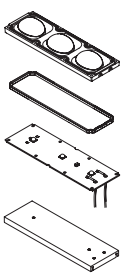
LS13	→	Article no. **30 30001 01**
LS13 satinè		Article no. **30 30003 01**
LS14		Article no. **30 30002 01**
LS14 satinè		Article no. **30 30004 01**
LS15		Article no. **30 30021 01**
LP13		Article no. **30 30005 01**
LP13 satinè		Article no. **30 30006 01**
LH11		Article no. **30 30007 01**
LH11 satinè		Article no. **30 30008 01**

Combinable Rotable / in steps of 90° (exception: power outlet position)

3 Lens optic



Lighting unit structure



* Specific article number ** inclusive

LS33	→	Article no. **30 30009 01**
LS33 satinè		Article no. **30 30010 01**
LS33-Q		Article no. **30 30011 01**
LS33-Q satinè		Article no. **30 30012 01**
LS34		Article no. **30 30013 01**
LS34 satinè		Article no. **30 30014 01**
LS34-Q		Article no. **30 30015 01**
LS34-Q satinè		Article no. **30 30016 01**
LS35		Article no. **30 30022 01**
LS35-Q		Article no. **30 30023 01**
LP33		Article no. **30 30017 01**
LP33 satinè		Article no. **30 30018 01**
LP33-Q		Article no. **30 30027 01**
LP33-Q satiné		Article no. **30 30028 01**
LH31		Article no. **30 30019 01**
LH31 satiné		Article no. **30 30020 01**

B **LED PCB**

Variant **01** (power outlet underneath): IP67 rating in combination with mounting profile
Variant **02** (power outlet on side): IP67 rating

1 LED PCB

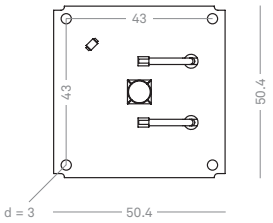
V_F **12 V** → Article no. **see table below + variant**



Variant **01**



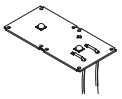
Variant **02**



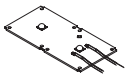
Article no.	Colour temperature (K) (typical)	No. of LED	Power (W)				Lumen (lm) (25°C ambient temperature, incl. optical losses)				Lifetime (h)
			300 mA	400 mA	500 mA	600 mA	300 mA	400 mA	500 mA	600 mA	
3 05 0001 __	**3000**	**1**	**3.3**	**4.4**	**5.5**	**6.6**	see lumen values on the original L-Series datasheet depending on the lens selected				**50000**
3 05 0002 __	**4000**	**1**	**3.3**	**4.4**	**5.5**	**6.6**					**50000**
3 05 0003 __	**5700**	**1**	**3.3**	**4.4**	**5.5**	**6.6**					**50000**

2 LED PCB

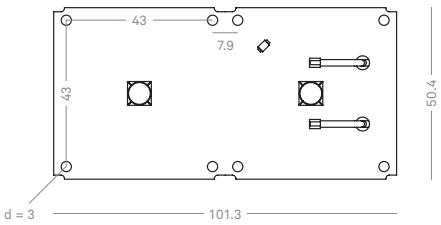
V_F **23 V** → Article no. **see table below + variant**



Variant **01**



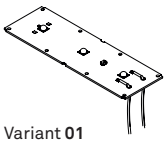
Variant **02**



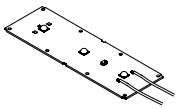
3 05 0004 __	**3000**	**2**	**6.6**	**8.8**	**11**	**13.2**	see lumen values on the original L-Series datasheet depending on the lens selected				**50000**
3 05 0005 __	**4000**	**2**	**6.6**	**8.8**	**11**	**13.2**					**50000**
3 05 0006 __	**5700**	**2**	**6.6**	**8.8**	**11**	**13.2**					**50000**

3 LED PCB

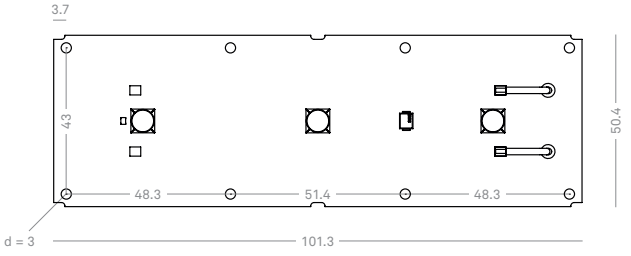
V_F **35 V** → Article no. **see table below + variant**



Variant **01**



Variant **02**

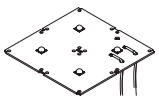


3 05 0007 __	**3000**	**3**	**9.9**	**13.2**	**16.5**	**19.8**	see lumen values on the original L-Series datasheet depending on the lens selected				**50000**
3 05 0008 __	**4000**	**3**	**9.9**	**13.2**	**16.5**	**19.8**					**50000**
3 05 0009 __	**5700**	**3**	**9.9**	**13.2**	**16.5**	**19.8**					**50000**

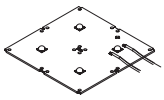
→ Article no. **example**
3 LED PCB with power outlet unterneath = **3 05 0007 01**

4 LED PCB

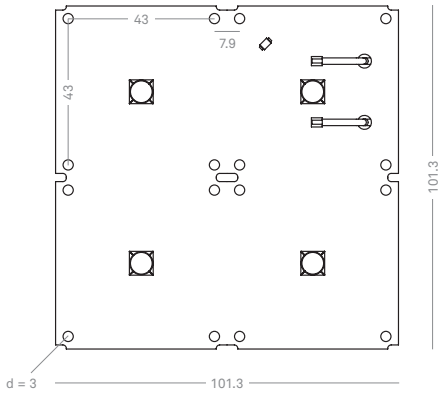
V_F **47 V** → Article no. **see table below + variant**



Variant **01**



Variant **02**



3 05 0010 __	**3000**	**4**	**13.2**	**17.6**	**22**	**26.4**	see lumen values on the original L-Series datasheet depending on the lens selected	**50000**
3 05 0011 __	**4000**	**4**	**13.2**	**17.6**	**22**	**26.4**		**50000**
3 05 0012 __	**5700**	**4**	**13.2**	**17.6**	**22**	**26.4**		**50000**

→ Article no. **example**
4 LED PCB with power outlet unterneath = **3 05 0010 01**

Prerequisite for compliance of the data sheet specifications
is the observation of temperature limits
Tc < 80° C @ 600 mA and 25° C ambient temperature
Temperature measuring unit available

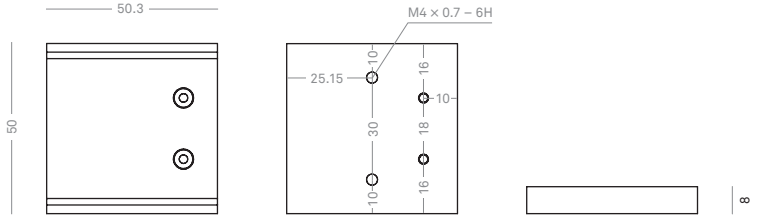
C Mounting profile (optional)

- Can be used for lighting units with PCBs of variant 01 and 02

1 mounting profile *

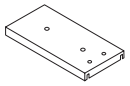
→ Article no. **40 20000 50**

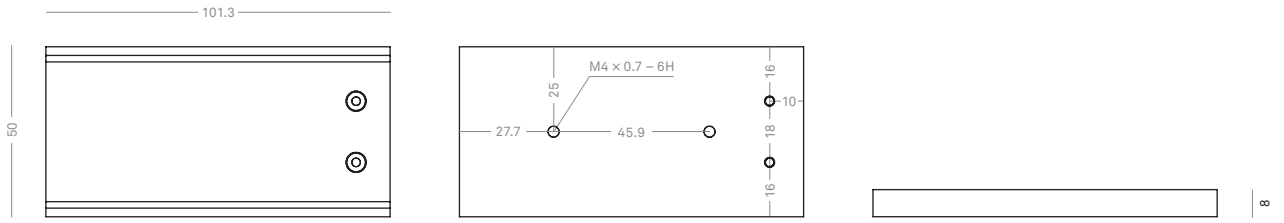




2 mounting profile *

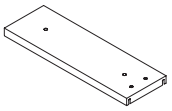
→ Article no. **40 20000 60**

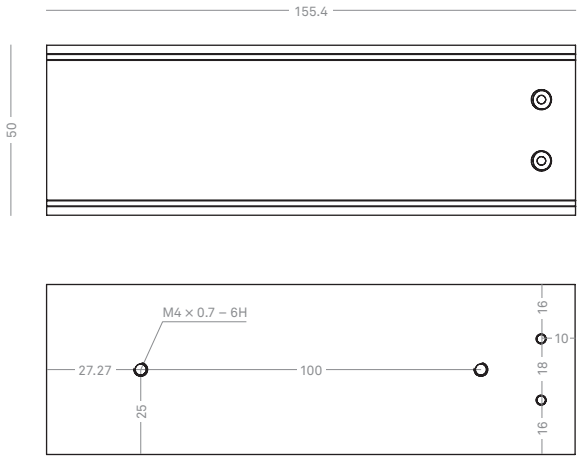




3 mounting profile *

→ Article no. **40 20000 70**

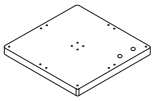


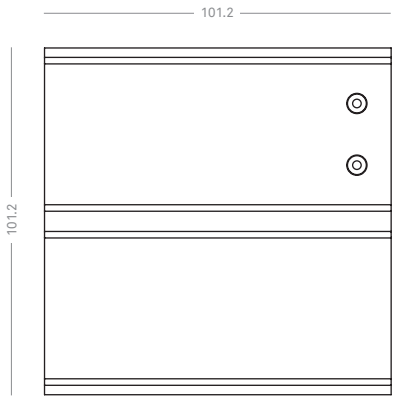


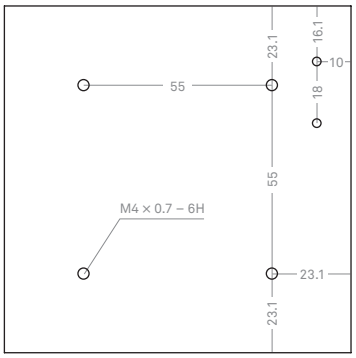


4 mounting profile *

→ Article no. **40 20000 80**









* Recommended mounting screws included: BN 20165 – M 2.5 × 12 mm

- Assembly and maintenance instruction on www.corlight.com

We reserve the right to make changes to the models and the range,
as well as changes of a technical nature. Errors and omissions excepted. Patent applied for.

Exhibit B

CONSTRUCTION SCHEDULE

Exhibit C

TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

Exhibit D

GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Avalon Groves Community Development District Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.

B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("**BMPs**") (collectively "**Site Requirements**").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result

in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.

D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.

E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event, archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.

G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those

present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a $150 fine/per occurrence.

H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).

I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.

J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor’s supervisor shall be in charge at all times.

K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.

L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval

by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor $100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.

N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**

O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.

P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.

a. Contractor's personnel shall not remove protective devices (if applicable).

b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.

S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.

T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor $200 per occurrence for violations of this pet policy.

V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor. Contractor shall maintain a rain gauge onsite and shall weekly provide to Owner's Authorized Representative a report of daily rain in inches and any days of work progress lost due to rain.

W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.

X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Developer, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project.

Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.

B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.

C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers' employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:

a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite

and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.

c. Contractor will assist Owner in complying with the OSHA Regulations.

d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and

shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.

E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
2. No loud radios, music, or unnecessary noise on the site.
3. No distraction of fellow workers.
4. No alcohol or drugs on the site.
5. No weapons of any kind on the site.
6. No profanity or discourteous conduct on the site.
7. No horseplay or fighting on the site.
8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
9. No unauthorized vehicles or parking in any production area.
10. No entry into an active blasting or barricaded area during active operations.
11. No open fires.

F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 21 of the Agreement.

G. Contractor acknowledges that Contractor has a zero-tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit E

SITE SAFETY RULES

Contractor agrees as follows:

1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.

2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.

3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.

4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).

5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.

6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.

8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.

9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit F

EMERGENCY ACTION PLAN

N/A

Exhibit G

INSURANCE REQUIREMENTS

Avalon Groves Community Development District
250 International Parkway, Suite 280
Lake Mary, FL 32746
Phone (321) 263-0132

RE: Insurance Requirements pursuant to that certain Contractor Agreement ("**Agreement**") by and between Avalon Groves Community Development District ("**Owner**") and Hardscapes 2, Inc. d/b/a Cornerstone Solutions Group ("**Contractor**") (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a $500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is $50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (07 04) and CG2037 (07 04) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("SIR") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Avalon Groves Community Development District
250 International Parkway, Suite 280
Lake Mary, FL 32746

AND

(2) VK Avalon Groves LLC *(3)* VK JV1 LLC *(4)* VK JV1 Funding LLC and *(5)* The Kolter Group LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (07 04) or its equivalent) for the General Liability policy, see example attached. BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSUREDS IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE. The Additional Insured Endorsement must list your policy number and MUST INCLUDE THE OWNER, DEVELOPER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSUREDS.

GENERAL LIABILITY
The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: $1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), $1,000,000 for Personal Injury liability, $2,000,000 aggregate for Products-Completed Operations, $2,000,000 General Aggregate

on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

(a) Premises or ongoing operations;

(b) Products and completed operations, which shall:

i. cover materials designed, furnished and/or modified in any way by Contractor;

ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and

iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;

(c) Vandalism and malicious mischief;

(d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;

(e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;

(f) Independent Contractors;

(g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;

(h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and

(i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") **cannot fulfill the requirement for CGL coverage** under the Agreement.

AUTOMOBILE INSURANCE
Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Developer, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than $500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and $500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Developer, Project HOA Entity (if applicable) and their Affiliates.

(a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.

(b) This policy must include a documented waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).

(c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

(d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.

(e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE
If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE
With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have $2,000,000 each claim and a $2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

(a) Owner, Developer, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;

(b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;

(c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.

(d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Developer, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

(e) Contractor shall add Owner, Developer, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG 2010 11 85 Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and GC20 37 07 04, or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG 2037, will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

(i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and

(ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.

(f) Contractor's CGL policy contains contractual liability coverage;

(g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;

(h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and

(i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

Avalon Groves Community Development District

VK Avalon Groves LLC, VK JV1 LLC, VK JV1 Funding LLC, and The Kolter Group LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Exhibit H
PARTIAL WAIVER AND RELEASE OF LIEN

Avalon Groves Community Development District
250 International Parkway, Suite 280
Lake Mary, FL 32746

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $_____, paid by Avalon Groves Community Development District (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Serenoa according to the plat thereof on file in the office of the Clerk of the Court in and for Lake County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____day of _____ 20_____.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____day of _____ 20_____, by _____as _____of _____a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Exhibit I
FINAL WAIVER AND RELEASE OF LIEN

Avalon Groves Community Development District
250 International Parkway, Suite 280
Lake Mary, FL 32746

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $_____, paid by Avalon Groves Community Development District (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Serenoa according to the plat thereof on file in the office of the Clerk of the Court in and for Lake, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this _____day of _____ 20_____.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____day of _____ 20_____ by _____as _____of _____a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION # _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Exhibit J

FDEP – CONTRACTORS CERTIFICATION STATEMENT

INTENTIONALLY OMITTED

EXHIBIT K

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Avalon Groves Community Development District

   by _____
   (print individual's name and title)

   for _____
   (print name of entity submitting sworn statement)

   whose business address is

   _____

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more.

3. Based on information and belief, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. The entity will immediately notify the Avalon Groves Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2017, by _____ of the _____who is personally known to me or who has produced _____as identification and who did (did not) take an oath.

_____
Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

EXHIBIT L

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Avalon Groves Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is _____

_____

4. Contractor's Federal Employer Identification Number (FEIN) is _____

   (If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ .)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2017.

Contractor:_____
By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____

My Commission Expires: _____

EXHIBIT M

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be: _____Dollars $_____
   (Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2017.

Contractor:_____
By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost[1]	Item Total Cost
		Project Total	

Dated this _____ day of _____, 2017.

Contractor:_____
By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

[1] Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT 6

Enhancement Proposal

Job Name:	Ponds Edge Weedeating	Proposal #	
Property Name:	Avalon Groves	Date:	September 21, 2018
Client:	Kolter Development		
Address:			
City/State/Zip:			
Phone:			

Yellowstone Landscape will complete the work described below:

Description

Weedeat back side of retention pond from jon boat

Jon Boat Rental.	*1*	*$*	*150.00*	*$*	*150.00*
Labor to load, unload boat and weed eat pond edge	*17*	*$*	*35.00*	*$*	*595.00*
TOTAL PRICE				**$**	**745.00**

ACCEPTANCE OF TERMS

Signature below authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted.
Payment terms: Net 30 days. All overdue balances will be a charged a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Client:

Prepared by: *Jon Cook*

Date:

Date: September 21, 2018

Internal Use Only		
Project Number:	District:	Davenport
PO Reference:	Date Work Completed:	

EXHIBIT 7

Aquatic Systems, Inc.

Lake & Wetland Management Services
Everything a Lake Should Be
2100 NW 33rd Street, Pompano Beach, FL 33069
Telephone: 1-800-432-4302
www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "**ASI**", and

Ms. Patricia Comings-Thibault
Avalon Grove CDD
c/o DPFG
250 International Parkway, Suite #280
Lake Mary, Florida 32746
(321) 263-0132, Ext. 4205
patricia.comings-thibault@dpfg.com

Date: August 30, 2018 OCB-R-42

SPECIAL SERVICES
Debris/Shoreline Litter PickUp

One-Time Event

Month service is to be performed:_____

We are pleased to quote special pricing as follows:

Description of Services: Shoreline area to be cleaned is limited to 1-foot maximum depth.

Individual litter items to be removed are limited to non-natural materials; such as, paper products, styrofoam cups, plastic bags and aluminum cans that are accessible along the immediate shoreline.

Construction debris, shopping carts, discarded household appliances or any other objects not considered litter, are not included but can be removed at an additional cost.

Sites: #1 through #15 (16.49 Acres; 14,625 Perimeter)

Total Due Net 30 Days $290.00

The above price is effective for 90 days from the date of this proposal.

Terms & Conditions of Special Services Agreement

1. If CUSTOMER requires **ASI** to enroll in any special third-party compliance programs invoicing or payment plans that charge **ASI**, those charges will be invoiced back to CUSTOMER.

2. CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether the CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to defend, indemnify and hold **ASI** harmless for the consequences of such services not arising out of **ASI** sole negligence.

3. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should Aquatic System's, Inc. be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, Aquatic Systems, Inc. shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to terminate this Agreement by so notifying Aquatic Systems, Inc. in writing.

4. **ASI,** at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.

5. **ASI,** agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of Aquatic Systems. Inc.; however, **ASI,** shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

6. Collection terms are net 30 days from invoice date. In consideration of **ASI'S** providing services and/or products, the CUSTOMER agrees to pay its invoice/statement within 30 days of the invoice/statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be payable to Aquatic Systems, Inc.*

7. It is the CUSTOMER'S responsibility to inform **ASI** of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide **ASI** with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. **ASI** assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to ASI.

8. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. **ASI** shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.

9. Water use restrictions after treatment are not often required. When restrictions are required, **ASI** will post signs and notify CUSTOMER. It is the CUSTOMER'S responsibility to maintain the posted signs throughout the required period. **ASI** does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.

10. *Carp Containment Barrier(s):* **ASI** is <u>not</u> responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from **ASI** installing Carp Containment Barriers on the structures.

11. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **ASI** and the CUSTOMER.

12. In the event legal action is instituted to enforce this Agreement or any portion hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, but without limitation, fees and costs in conjunction with any proceeding before any appellate tribunal.

13. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

Please provide the legal name and address of the owner of the property where the contracted work will be completed. Sign and print your name.

The information below will be used to file a Notice to Owner (NTO) of the property. This formal notice is a standard procedure and explains that the owner is responsible for payment of the contracted services. If the Aquatic Systems, Inc. invoice is not paid within 60 days from the completion of the work a lien may be filed against the owner of the property.

Property Owner(s):	
Owner Address:	
Owner Phone #:	

Aquatic Systems, Inc. Signature **Date**

Authorized Customer's Signature **Title**

Print Name **Date**

Print Company Name


Avalon Grove CDD
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EXHIBIT 8

CONTRACT NO. C-091118-1

HUMANE ANIMAL REMOVAL TEAM

Safe and Humane Animal Removal with Unsurpassed Professionalism!

321-947-7134

Technician
Name: Robin Parker
Date: September 11, 2018
Trapping Period:
Type of Payment:
Start Date:

*I/we, the owner(s) and/or representatives(s) of said location below, hereby contract and authorize any **Humane Animal Removal Team** representative as a contractor to furnish all said materials, knowledge and labor; to ensure any animal listed below.*

TRAPPING ONLY

OWNER/AGENT		Nuisance	Traps	Description
Name:	Patricia Comings-Thibault	**Armadillos**		**Trapping:** Coyote Trapping **Terms:** $85/Coyote Emergency Calls - $200.00/Call *30 Days Written Notice Required for Termination of Services Services on a Month-to-Month Basis*
Company:	Avalon Groves CDD	**Mice/Rats**		
Re:	Serenoa - Coyote Trapping	**Bats**		
		Cats		
Billing Address:	c/o DPFG 250 International Parkway Suite 280 Lake Mary, FL 32746	**Opossums**		
		Raccoons		
		Wild Pigs		
Telephone:	321-263-0132 Ext. 4205	**Squirrels**		
E-Mail:	patricia.comings-thibault@dpfg.com	**Bobcat**		
		Other: Coyotes	x	
		Length of Time:		
		Snake Removal (Type):		

Humane Animal Removal Team cannot guarantee capture of listed animals but will entertain all possible means for safe capture and removal of such listed animals. ***Humane Animal Removal Team*** is not responsible for any inconvenience and/or damages that may be caused by the animals that may die inside the walls or other inaccessible locations or the removal of such. Any deviations or changes for the contract will have to be agreed upon with both parties before anything is executed. It is mandatory that any disputes will be settled in binding arbitration only. All agreements are contingent upon accidents, weather or delays beyond our control. Payments are to be PAID IN FULL at the commencement of the job. All returned checks will be subject to a service charge of fifty (50) dollars or ten (10) percent which ever is greater. Large animal trapping is charged on monthly basis unless specified on contract. If trap is to be located out of sight the owner/agent must provide a reasonable time to check and/or maintain to ensure the safety of animals and technicians. ***Humane Animal Removal Team*** employees may carry personal firearms on your private property to protect themselves or others from any bodily harm from said above wild animals that may be trapped or otherwise dangerous. ONLY ***Humane Animal Removal Team*** EMPLOYEES MAY REMOVE ANIMALS FROM TRAPS!!! If harm is done due to negligence on behalf of owner/agent or their subsidiaries of said property from an animal that is trapped that will waiver all responsibilities of any ***Humane Animal Removal Team*** employee and/or owner(s) from any liability of such.

Technician: Robin Parker	Agent/Owner:
Date: September 11, 2018	Date: September 17, 2018

If the terms of this contract are satisfactory, please sign and return to: rparker798@yahoo.com.

TOTAL: $85/Coyote

We Appreciate Your Business!

EXHIBIT 9

Contractor Agreement

Effective Date:			
Owner:	Avalon Groves Community Development District		
	Address: 1060 Maitland Center Commons, Suite 340		
	City: Maitland		
	State: FL	**Zip:** 32751	
	Authorized Representative: Patricia Comings-Thibault		
Contractor:	**Full Legal Company Name:** Randy Suggs Landscaping, Inc.		
	Vendor Number: Click here to enter text.		
	Contractor State License No.: SCC131151565		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 59-3383000		
	Address: 3403 Rock Springs Road		**Phone:** 407-886-8835
	City: Apopka		**Fax:** Click here to enter text.
	State: Florida	**Zip:** 32704	**Email:** office@randysuggsinc.com
	Authorized Representative: Randy Suggs		**Cell Phone:** Click here to enter text.
Project:	Serona Village 1 & 2, Landscape and Irrigation Installation		
Project HOA Entity:	**Full Legal Company Name:** Click here to enter text.		
Project Location:	**County:** Lake County	**State:** Florida	**Zip:** Click here to enter text.

1. **Parties; Effective Date.** This Contractor Agreement ("**Agreement**") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third-party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "**Parties**".

RECEIVED AUG 28 2018

Purpose of Agreement.

1.1 This Agreement is a **"LUMP SUM"** Agreement and sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the **"Work"**) to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the **"Materials and Labor"**) included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project to complete the Serenoa Project in substantial conformance with plans and specifications as enumerated on Schedule "1" attached hereto. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work. Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any sub-contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b) Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the **"Agreement Documents"**). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Plans and Specifications; Exhibit B – Construction Schedule; Exhibit C – Trade Specific Scope of Work; Exhibit D – General Conditions; Exhibit E – Site Safety Rules N/A; Exhibit F – Emergency Action Plan; Exhibit G – Insurance Requirements; Exhibit H – Partial Waiver & Release of Lien; Exhibit I – Final Waiver & Release of Lien; Exhibit J – INTENTIONALLY OMITTED; Exhibit K – Sworn Statement Regarding Scrutinized Companies; Exhibit L – Sworn Statement Regarding Public Entity Crimes; and Exhibit M – Trench Safety Act Compliance Statement.

2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AND AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS AGREEMENT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings,

sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.

3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.

3.4 During the term of this Agreement, Owner may make available to Contractor: (a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.

3.5 **Acceptance of Work**. If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.

3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.

3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

4. Initiation of Work.

4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.

4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these changes in any manner.

4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

(a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;

(b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;

(c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);

(d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and

(e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event, should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other contractors or sub-contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent, Contractor fails to begin the cure within such 48-hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

5.1 The Contractor has prepared and provided a Construction Schedule (the "Schedule) (attached hereto as Exhibit B) for the Project. The Schedule includes a "Substantial Completion" date for these improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damages Amounts as outlined in Section 5.11.

5.2 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

5.3 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Unless otherwise directed in writing by Owner, Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.

5.4 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.

5.5 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other contractors and sub-contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 12.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other

legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

5.6 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

5.7 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different contractor to perform the Work.

5.8 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

5.9 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed

thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

(a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. A written change order signed by both parties is required to extend the Substantial Completion date. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

(b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

(c) Contractor shall maintain a rain gauge onsite and shall provide to Owner's Authorized Representative, on a weekly basis, a report of daily rain in inches and any days of work progress lost due to rain. Extension to the contract time for rain may only be granted to Contractor if the work being completed at that time was on the critical path of the Schedule and in excess of rain days allowed for in the Schedule and less than four (4) hours of work were completed on such rain day.

5.10 Contractor shall prepare and submit to Owner's Authorized Representative, on a weekly basis, site work progress maps that show weekly updates in the work completed on the Project plans and any modifications to the Schedule based on progress to date.

5.11 Should Contractor fail to perform any of its obligations as provided in this Section 5, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 5 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 5 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

(a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be $1,000.00 per day.

(b) Should Contractor fail to perform as outlined in this Section 5, the Liquidated Damage Amount shall be $1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 5 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

6. Receipt and Protection of Materials; Protection of Work.

6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.

6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.

6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event, shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

7. Quality, Inspection and Correction of Work.

7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non–compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 7.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

8. Labor Matters.

8.1 In the performance of the Work, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.

8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.

9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.

9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.

9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.

9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to set-off against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

10. Storm Water Management.

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies,

relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

10.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

10.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole

and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 10.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 10.1.

11. No Lien Rights

11.1 Contractor agrees that the Owner is a local unit of special purpose government and is not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner, any part of the Work or the Owner's property on which the Work is performed, there are no lien rights available to any person providing materials or services for improvements in connection with the Project. Contractor shall not permit any laborer's, materialmen's, mechanic's or other similar liens to be filed or otherwise imposed on any part of the Work or the property on which the Work is performed.

11.2 [intentionally deleted]

11.3 [intentionally deleted]

11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

11.5 [intentionally deleted]

11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

(a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.

(b) [intentionally deleted]

12. Warranties; Warranty Work and Performance Standards.

12.1 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.

12.2 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from the date of Owner's acceptance of the Work through (a) 12 months after governmental acceptance of the Work or (b) such greater period as required by all applicable local, state and federal ordinances, law, rules and regulations (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.

12.3 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

12.4 If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

13. Notice and Opportunity to Repair Statutes. Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

14. Relationship Management.

14.1 Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.

14.2 Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

14.3 Contractor shall maintain electronic communications with Owner via e-mail.

14.4 Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as–built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.

14.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

14.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any purchase order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any purchase order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

15. Goals, Continuous Improvement and Quality.

15.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.

15.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

15.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

16. Prices and Payment.

16.1 Contractor will perform the Work for a lump sum amount of ONE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS AND THIRTY CENTS ($196,366.30). **THIS IS A LUMP SUM CONTRACT.** The Work Prices, Materials prices and/or other billing amounts shall not

exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.

16.2 Owner shall designate the methodology for payment to Contractor.

(a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80 of the Florida Statutes. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Sections 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of 1% per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

(b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.

(c) In accordance with Section 218.735(8), Florida Statutes, ten percent (10%) shall be retained from each payment made to the Contractor until the Work is fifty percent (50%) complete; after the Work is fifty percent (50%) complete, five percent (5%) shall be retained from each payment. Owner also shall be permitted to retain amounts permitted or required to be retained under applicable law. All of the sums retained shall be paid in full within twenty-five (25) days after final completion of the Work.

16.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice. Invoices/Pay Applications will not be deemed complete until all required documentation has been submitted.

16.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.

16.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure

to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.

16.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.

16.7 Contractor shall not delay and/or stop any Work by reason of Owner' failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.

16.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60-day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.

16.9 If, during the term of this Agreement, Contractor offers Work to any developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.

16.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.

16.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.

16.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

16.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.

16.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.

16.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.

16.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.

17. Inspections and Reviews. Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

18. Indemnification.

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and its supervisors, consultants, agents, staff, and employees; and VK Avalon Groves, LLC ("Developer") and its parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity arising out of or incidental to the performance of this Agreement or work performed thereunder, but only to the extent caused in whole or in part by any act, omission, or default of Contractor, or any of Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. This section 18 shall also pertain to any claims brought against Indemnitees by any other employees of the named Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including reasonable attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of $2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

18.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to, court costs, expert costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.

18.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.

18.3 The provisions of this Section 18 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

19. **Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit G continuously during the life of this Agreement, and thereafter as provided in Exhibit G. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit G.

19.1 Insurance and Indemnity of Contractor's Agent(s).

(a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.

(b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.

(c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

19.2 Miscellaneous Insurance Provisions.

(a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies,

Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

(b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.

(c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

19.3 Compliance with this Section.

(a) Contractor acknowledges that timely compliance with this Section and Exhibit G is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 19 and Exhibit G, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of $500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 18 of this Agreement) to the fullest extent provided in this Agreement.

20. [intentionally deleted]

21. Term and Termination.

21.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

21.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

21.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being

delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

21.4 Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event, shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

(a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;

(b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

(c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all reasonable attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;

(d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default; After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

21.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.

21.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.

21.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

21.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to warranty, arbitration, indemnification and limitations of liability.

22. **Limitation of Liability and Waiver of Consequential Damages.** In no event, shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages. Nothing in this Agreement shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth 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 such limitations of liability or by operation of law.

23. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.

24. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

25. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.

26. **[intentionally omitted]**

27. **General Terms.**

27.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

27.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.

27.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.

27.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.

27.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

27.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.

27.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall affect the other provisions of this Agreement.

27.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.

27.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

27.10 **Neither party may assign this Agreement**, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent to Developer or to one or more of its Affiliates, provided that each such Affiliate agrees to be bound by this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

27.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT

27.12 Choice of Law, Arbitration and Venue

a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in Lake County, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in Lake County, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.

b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.

c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable attorneys' fees and costs, including fees for expert witnesses, incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.

e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.

f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.

g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

h) Discovery in any arbitration hereunder shall be limited to the following:

   i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in Lake County, Florida;

   ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These costs associated with obtaining electronic discovery shall not be taxed to the prevailing party as

costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;

iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in Lake County, Florida;

iv. The deposition of any experts that intend to testify at the arbitration hearing;

v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;

vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third-party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and

vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.

i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

28. Public Records. Contractor understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under the Agreement are public records and shall be treated as such in accordance with Florida law.

29. Tax Exempt Direct Purchases. The parties agree that the Owner may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Agreement. In such event, the following conditions shall apply:

a. The Owner represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The Owner may elect to implement a direct purchase arrangement whereby the Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of Owner tax exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the Owner to determine which materials will be treated as Direct Purchase Materials.

d. The Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the Owner; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the Owner will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. The Owner shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract

contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the Owner shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the Owner. The Owner shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the Owner shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.

i. The Owner shall maintain builder's risk insurance on the Direct Purchase Materials.

30. Scrutinized Companies Statement. Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit K**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the Owner may immediately terminate the Contract.

31. Public Entity Crimes Statement. Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Agreement represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit L.**

32. Trench Safety Act Statements. Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit M**.

33. Construction Defects. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

[Signature Page Follows]

AGREED AND ACCEPTED:

Owner: Avalon Groves Community Development District

By: _____
(signature)

Name: JAMES P. HARVEY
(printed)

Title: CHAIRMAN

Date: AUGUST 29, 2018

Randy Suggs Landscaping, Inc.

By: _____
(signature)

Name: _____
(printed)

Title: CFO/COO

Date: 6 Dec 17

Exhibit A
PLANS AND SPECIFICATIONS

(407) 886-8835
office@randysuggsinc.com
P.O. Box 1141
Apopka, FL 32704-1141

PROPOSAL

DATE 9/20/2017 NUMBER 01-4345 LS

2017 A-1 Series Bond

4243, H, LD, VKAGP, 1A, 02134, 0, 0
Project

PROPOSED TO:
AVALON GROVES; SERONA VILLAGE 1 & 2

FAX #:

QTY	SYM.	COMMON NAME	DESCRIPTION	COST	TOTAL
			CHANGE ORDER FOR AVALON GROVES		
			*** COMMON STREET & OPEN SPACE TREES***		
7	MG	BRACKEN'S BROWN BEAUTY MAG	4" CAL; 14'-16' HT X 60" SPD	725.00	5,075.00
26	PE 1	SLASH PINE	1.5" CAL; 8-10' HT X 24" SPD; STD	185.00	4,810.00
13	PE 2	SLASH PINE	3" CAL; 12' HT X 48" SPD; 5' CT	235.00	3,055.00
13	QV	LIVE OAK	3" CAL; 10' HT	595.00	7,735.00
48	SP	SABAL PALMETTO	8' CT; BOOTED; HURRICANE CUT	215.00	10,320.00
			ADDITIONAL OPEN SPACE TREES		
			POND BUFFER TREES		
3	PE 1	SLASH PINE	1.5" CAL; 8-10' HT X 24" SPD; STD	185.00	555.00
85	PE 2	SLASH PINE	3" CAL; 12' HT X 48" SPD; 5' CT	235.00	19,975.00
7	QV	LIVE OAK	3" CAL; 10' HT	595.00	4,165.00
90	TD1	BALD CYPRESS	4" CAL. MIN. 10' HT	435.00	39,150.00
			SHRUBS		
72	HCP	DWARF FIRE BUSH	3 GAL; 36" OC	12.00	864.00
50	IF	FLORIDA ANISE	3 GAL; 24-30" OA; 36" OC	12.00	600.00
426	SRC	SIVER SAW PALMETTO	3 GAL; 18" OA; 36" OC/ 7 GAL SPEC	18.75	7,987.50
308	TDF	FAKAHATCHEE GRASS	3 GAL; 18" OA	8.00	2,464.00
133	ZP	COONTIE	3 GAL; 18" OA; 24" OC	11.50	1,529.50
			GROUND COVERS		
1,403	BF	DESERT CANDELS/ BULBINE	1 GAL; 12-15" SPD; 18" OC	4.00	5,612.00
243	DV	AFRICAN IRIS	1 GAL; 2-3 PPP; 24" OC	4.00	972.00
122	MCC	MUHLY GRASS	1 GAL; 24" HT; 24" OC	3.90	475.80
446	TV	SOCIETY GARLIC	1 GAL; 18" OC	4.00	1,784.00
13	AGRIFORM	AGRIFORM TABS	Agri-Form Fertilizer Tablets 20-10-5 (per case)	75.00	975.00
154	MULCH	PINE BARK	C.Y. Pine Bark Mulch (+ or -)	42.00	6,468.00
				TOTAL	

SIGNATURE:_____ DATE: _____

(407) 886-8835
office@randysuggsinc.com
P.O. Box 1141
Apopka, FL 32704-1141

PROPOSAL

DATE	NUMBER
9/20/2017	01-4345 LS

PROPOSED TO:

AVALON GROVES; SERONA VILLAGE 1 & 2

Project

FAX #:

QTY	*SYM.*	*COMMON NAME*	*DESCRIPTION*	*COST*	*TOTAL*
34,000	SOD	ST AUGUSTINE	Sq.Ft. St.Augustine-Floratam (+/-)	0.45	15,300.00
1	IRR	IRRIGTION	Irrigation System by RSL	51,705.08	51,705.08
		BOND	P&P Bond	4,789.42	4,789.42

TOTAL ***$196,366.30***

SIGNATURE:_____ DATE: _____

SERENOA

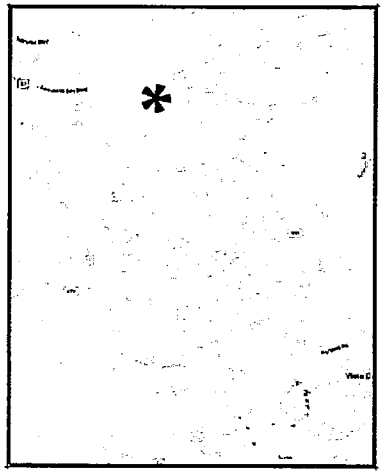
Village 1 & 2 Enhancement
LANDSCAPE ARCHITECTURE
Prepared For:
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA

DEVELOPER / OWNER:
VK AVALON GROVES, LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637
Contact: Candice Smith
phone: 813.615.1244

PROJECT CIVIL ENGINEER:
HEIDT DESIGN, LLC
5904-A Hampton Oaks Parkway
Tampa, FL 32751
Contact: Victor E. Barbosa, P.E.
phone: 813.253.5311

LANDSCAPE ARCHITECT:
BONNETT DESIGN GROUP, LLC
400 S. Orlando Ave. Suite 201
Maitland, FL 32751
Contact: Todd W. Bonnett, RLA, LEED AP, CNU-a
phone: 407.622.1588

IRRIGATION DESIGNER:
SPADE IRRIGATION DESIGN
307 Dubsdread Circle
Orlando, FL 32804
Contact: Larry W. Spade
phone: 407.896.3904



LOCATION MAP

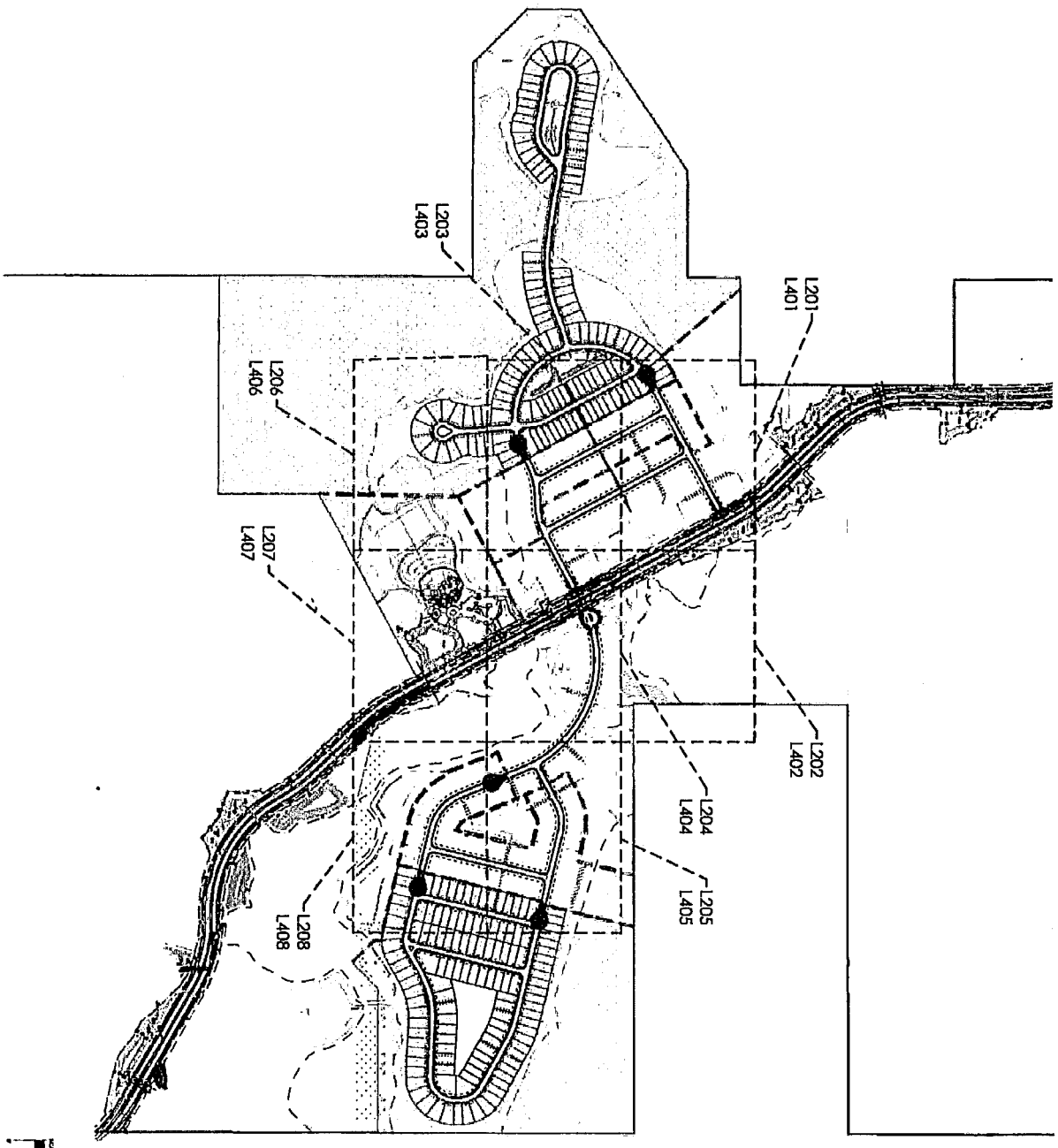
SHEET INDEX:

L101	OVERALL PLAN VILLAGES 1 &2
L201	LAYOUT PLAN
L202	(NOT USED)
L203	LAYOUT PLAN
L204	LAYOUT PLAN
L205	LAYOUT PLAN
L206	(NOT USED)
L207	(NOT USED)
L208	LAYOUT PLAN
L301	HARDSCAPE DETAILS (Entry/Frontage shown for reference only)
L302	HARDSCAPE DETAILS
L401	LANDSCAPE PLAN
L402	(NOT USED)
L403	LANDSCAPE PLAN
L404	LANDSCAPE PLAN
L405	LANDSCAPE PLAN
L406	(NOT USED)
L407	(NOT USED)
L408	LANDSCAPE PLAN
L409	LANDSCAPE DETAILS & NOTES
L501	IRRIGATION PLAN
L502	(NOT USED)
L503	IRRIGATION PLAN
L504	IRRIGATION PLAN
L505	IRRIGATION PLAN
L506	(NOT USED)
L507	(NOT USED)
L508	IRRIGATION PLAN
L509	IRRIGATION DETAILS & NOTES

2016.160 August 11, 2017

BONNETT design group, llc
landscape architecture . community planning
FL # LC26000341
400 S. Orlando Ave. Suite 201 . Maitland, FL 32751
407.622.1588 voice . 407.358.5363 fax
www.BonnettDesignGroup.com

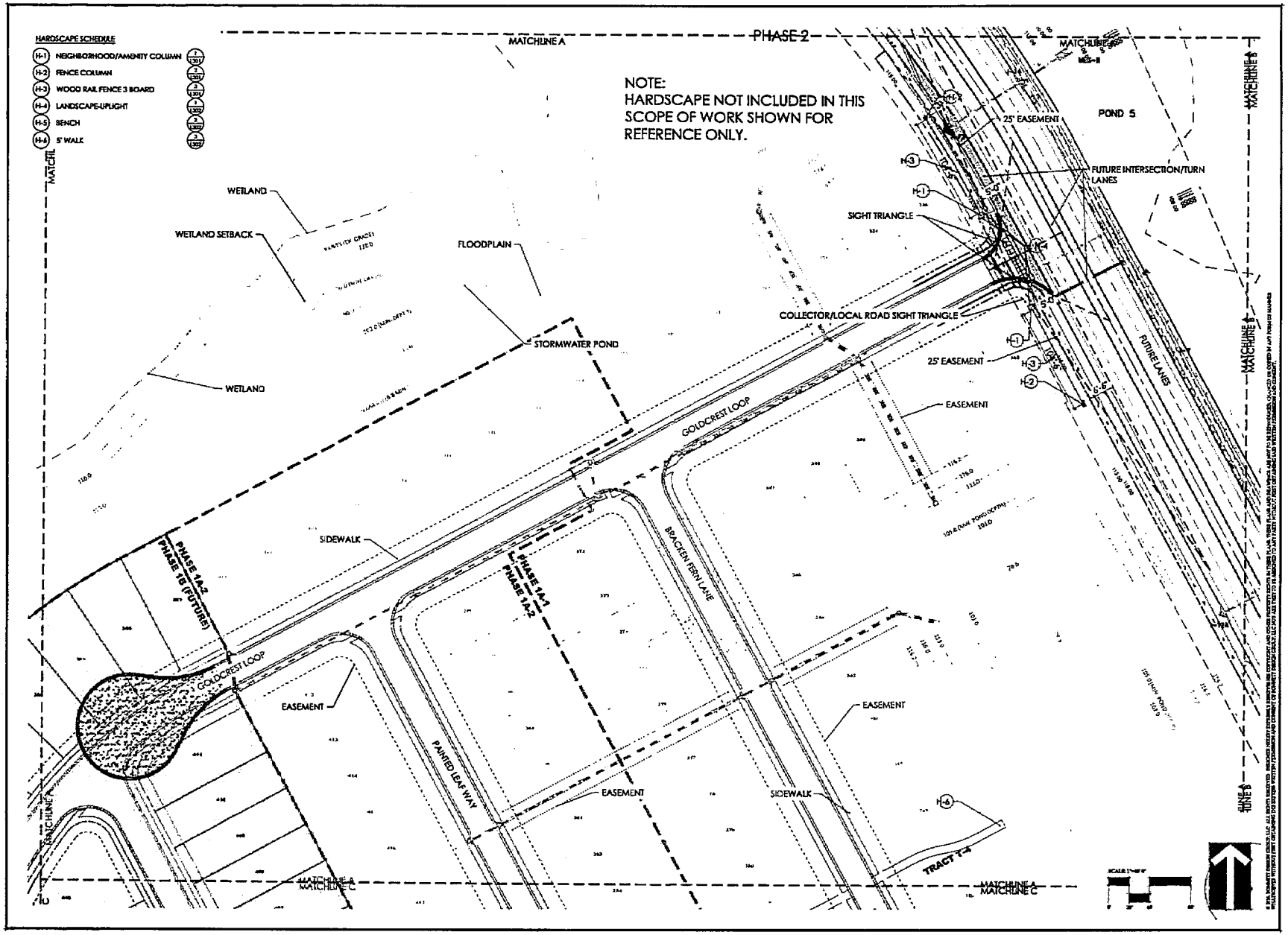
CLIENT REVIEW SET - NOT FOR CONSTRUCTION



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L101

SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
OVERALL PLAN VILLAGES 1 & 2

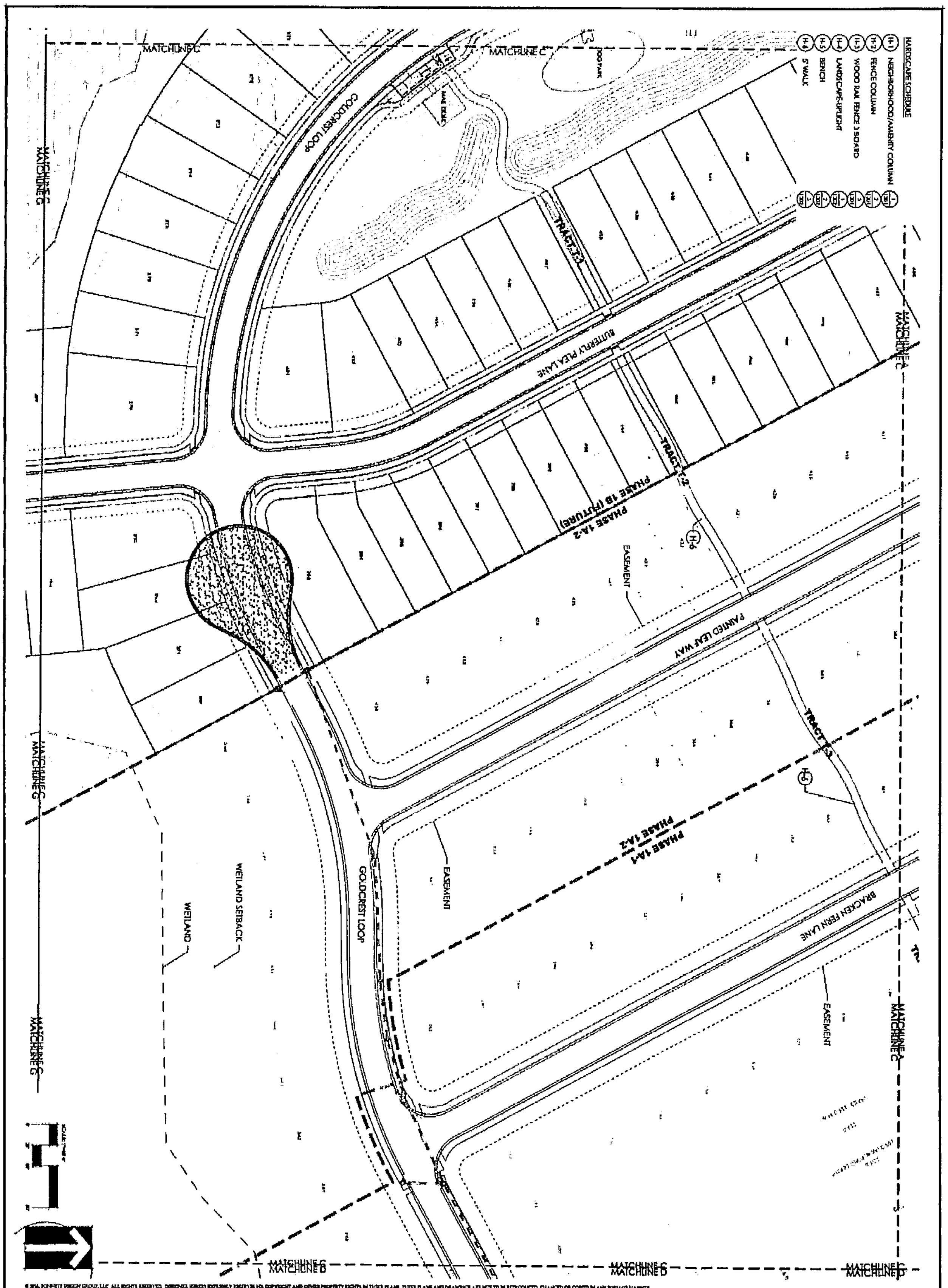


SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LAYOUT PLAN

DATE August 15, 2017
DRAWN BY EDN
CHECKED BY TWD
JOB NUMBER 2016.069

REVISIONS

L201



SERENOA

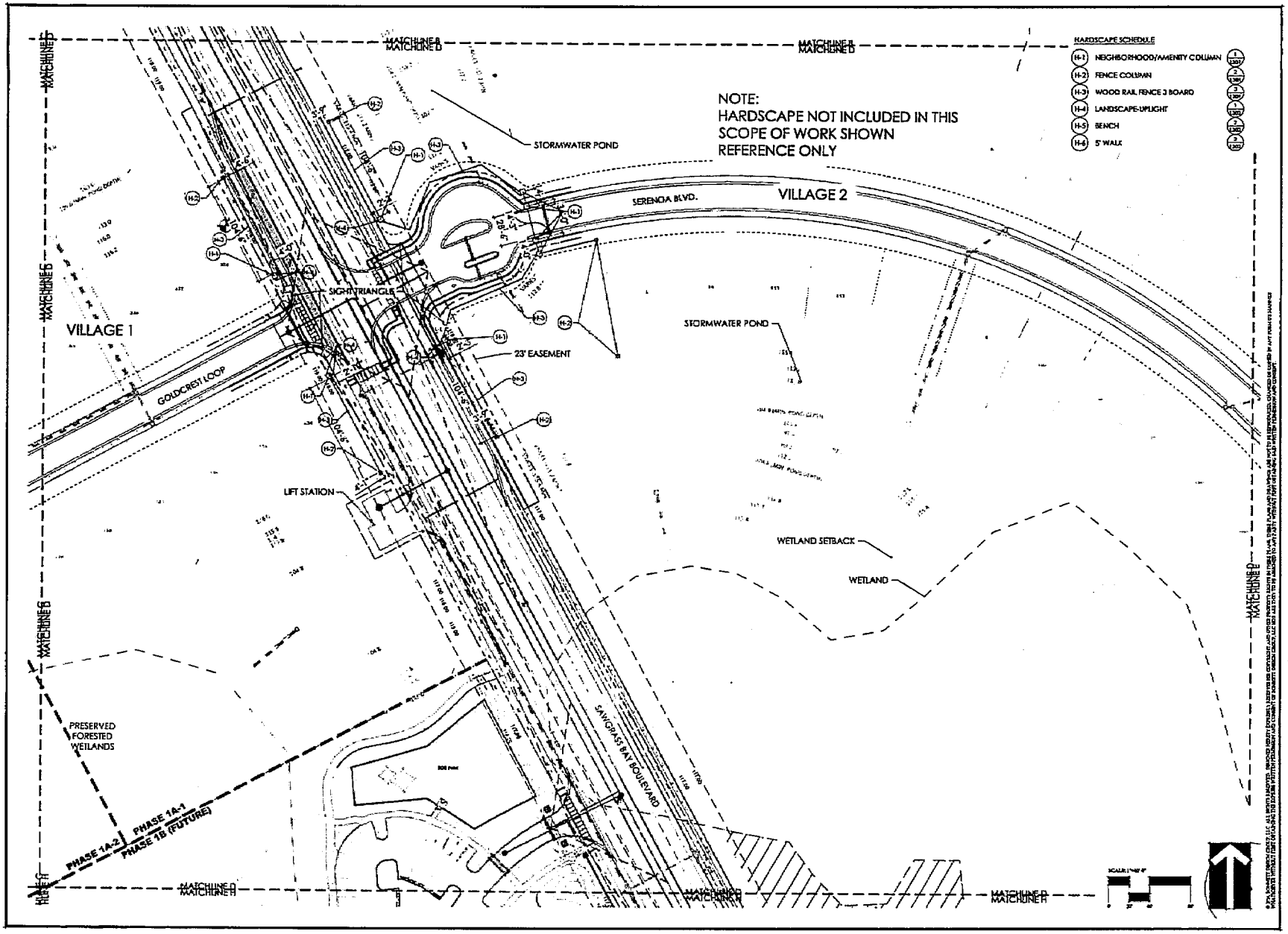
Village 1 & 2

VK Avalon Groves, LLC

LAKE COUNTY, FLORIDA

LAYOUT PLAN

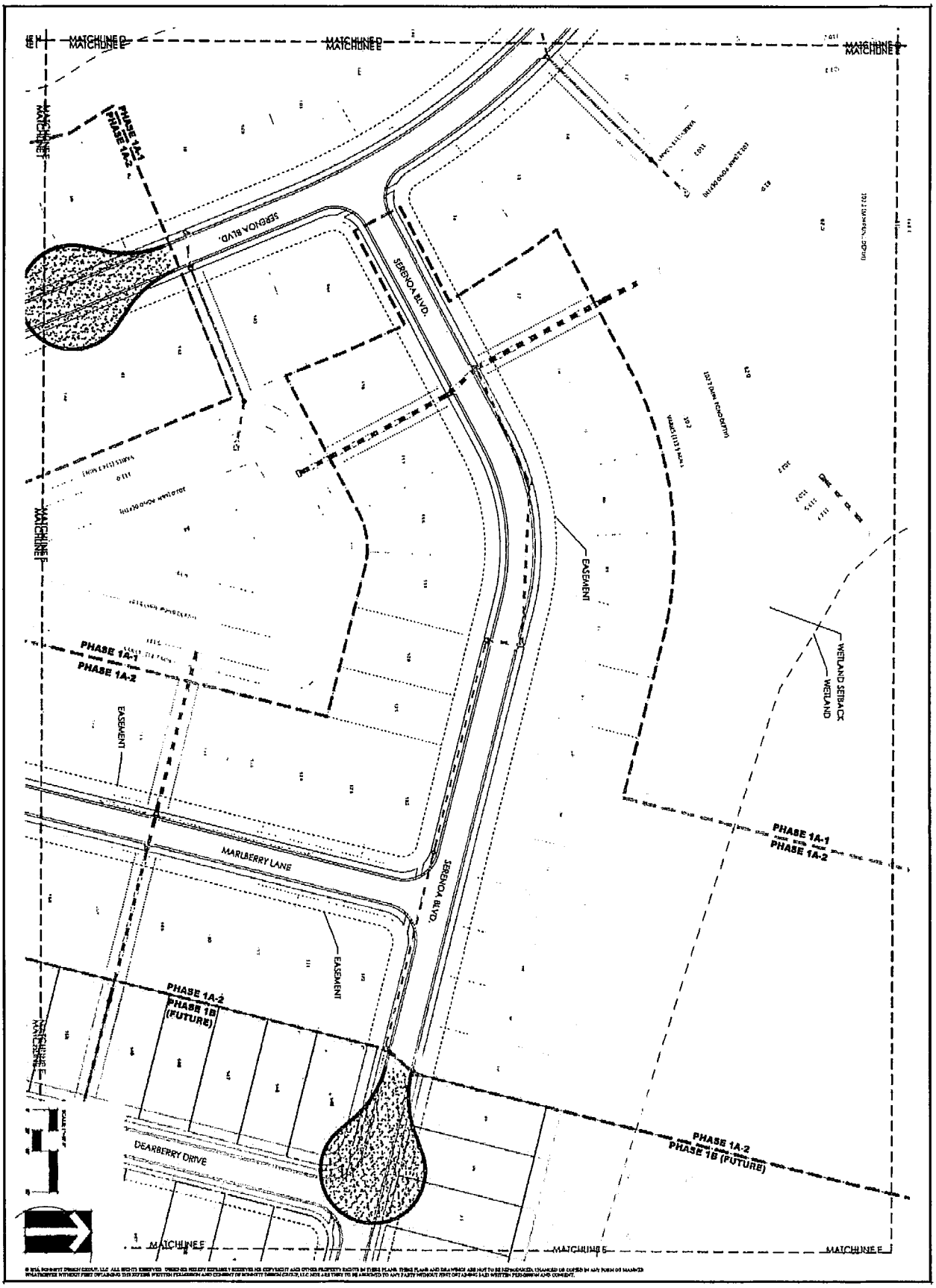
L203



SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LAYOUT PLAN

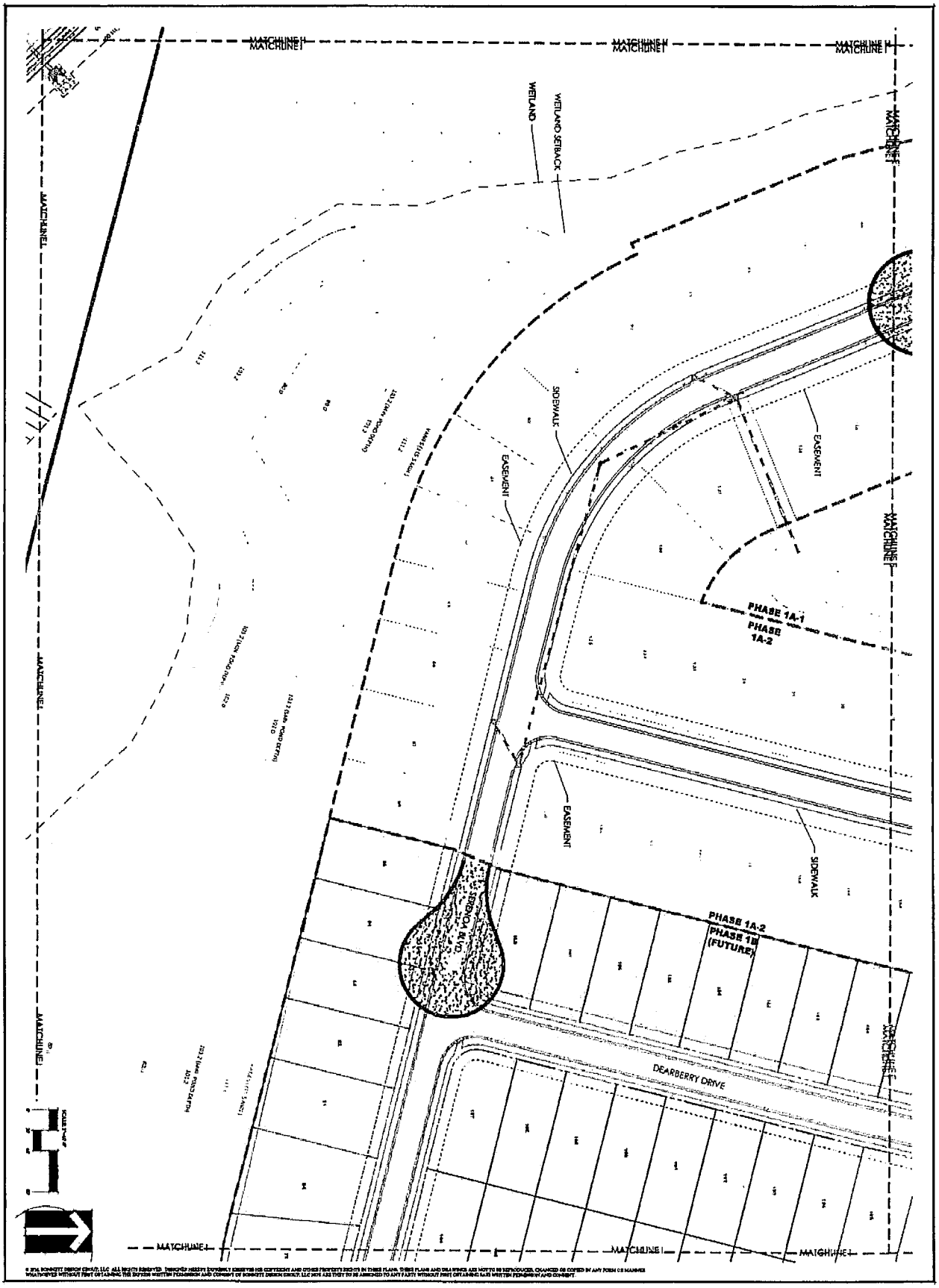
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DRAWN BY: EDH
CHECKED BY: TWT
JOB NUMBER: 2004.045
FILE NAME: 2004.045_SERENOA_VILLAGE_1&2_LA.DWG
REVISIONS

L204



SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LAYOUT PLAN

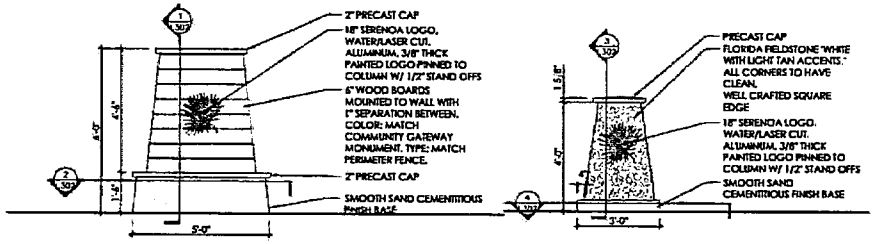
L205



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L208

SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LAYOUT PLAN



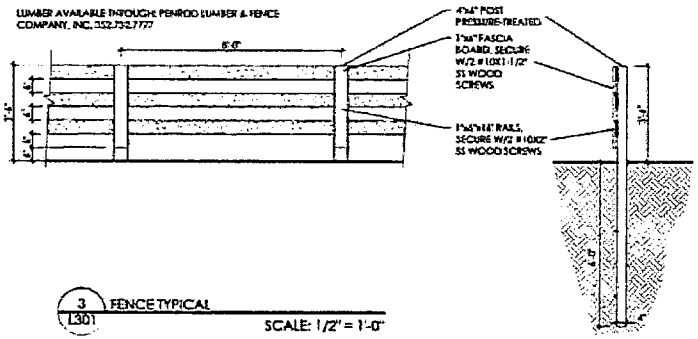
1 L301 NEIGHBORHOOD ENTRY COLUMN
SCALE: 1/2" = 1'-0"

2 L301 FENCE COLUMN
SCALE: 1/2" = 1'-0"

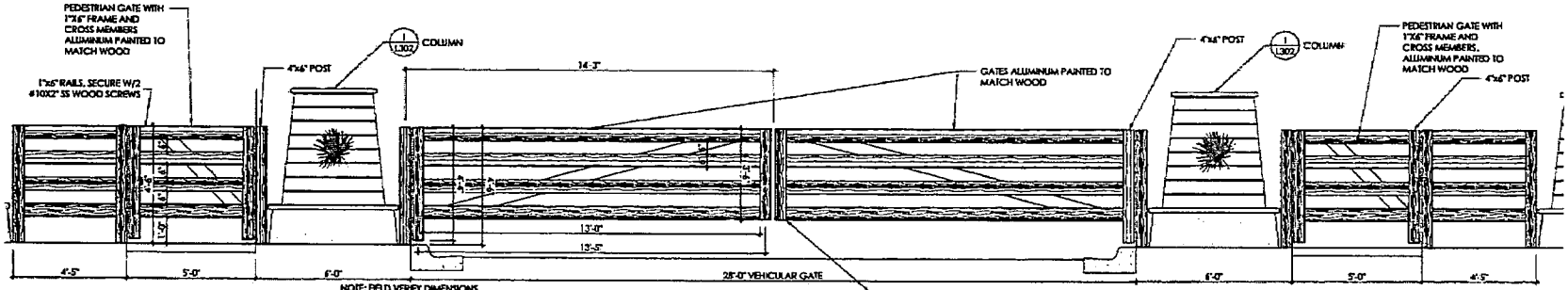
NOTE:
ALL WOOD MEMBERS INCLUDING POSTS, RAIL AND FASCIAS TO BE PRESSURE TREATED SOUTHERN PINE.

COLOR: BLACK/DARK BROWN

LUMBER AVAILABLE THROUGH: PENROD LUMBER & FENCE COMPANY, INC. 352.753.7777



3 L301 FENCE TYPICAL
SCALE: 1/2" = 1'-0"



4 L301 VILLAGE 2 ENTRY ELEVATION
SCALE: 1/2" = 1'-0"

NOTE: THIS SHEET FOR REFERENCE ONLY. THESE ELEMENTS ARE NOT INCLUDED IN THIS SCOPE OF WORK.

NOTE: HARDSCAPE DESIGN PLANS PROVIDED TO DEMONSTRATE DESIGN INTENT ONLY AND ARE NOT VALID FOR CONSTRUCTION WITHOUT FINAL STRUCTURAL & REINFORCEMENT DESIGN.

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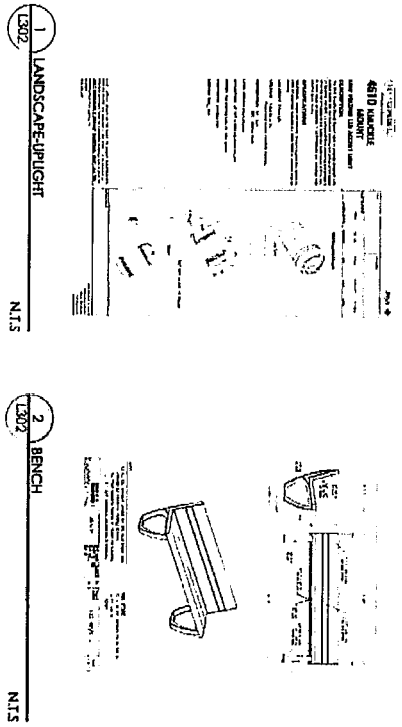
Bdg
BONNETT design group, llc
landscape architecture
FL LC 26000341
400 South Orlando Ave, Suite 200
Maitland, FL 32751
407.622.1748 voice
407.331.2267 fax

SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
HARDSCAPE DETAILS

DATE: August 11, 2017
DRAWN BY: EDN
CHECKED BY: TWB
JOB NUMBER: 2016.144
FILE NAME: 2016_SERENOA_VILLAGE 1&2_HS.DWG

REVISIONS

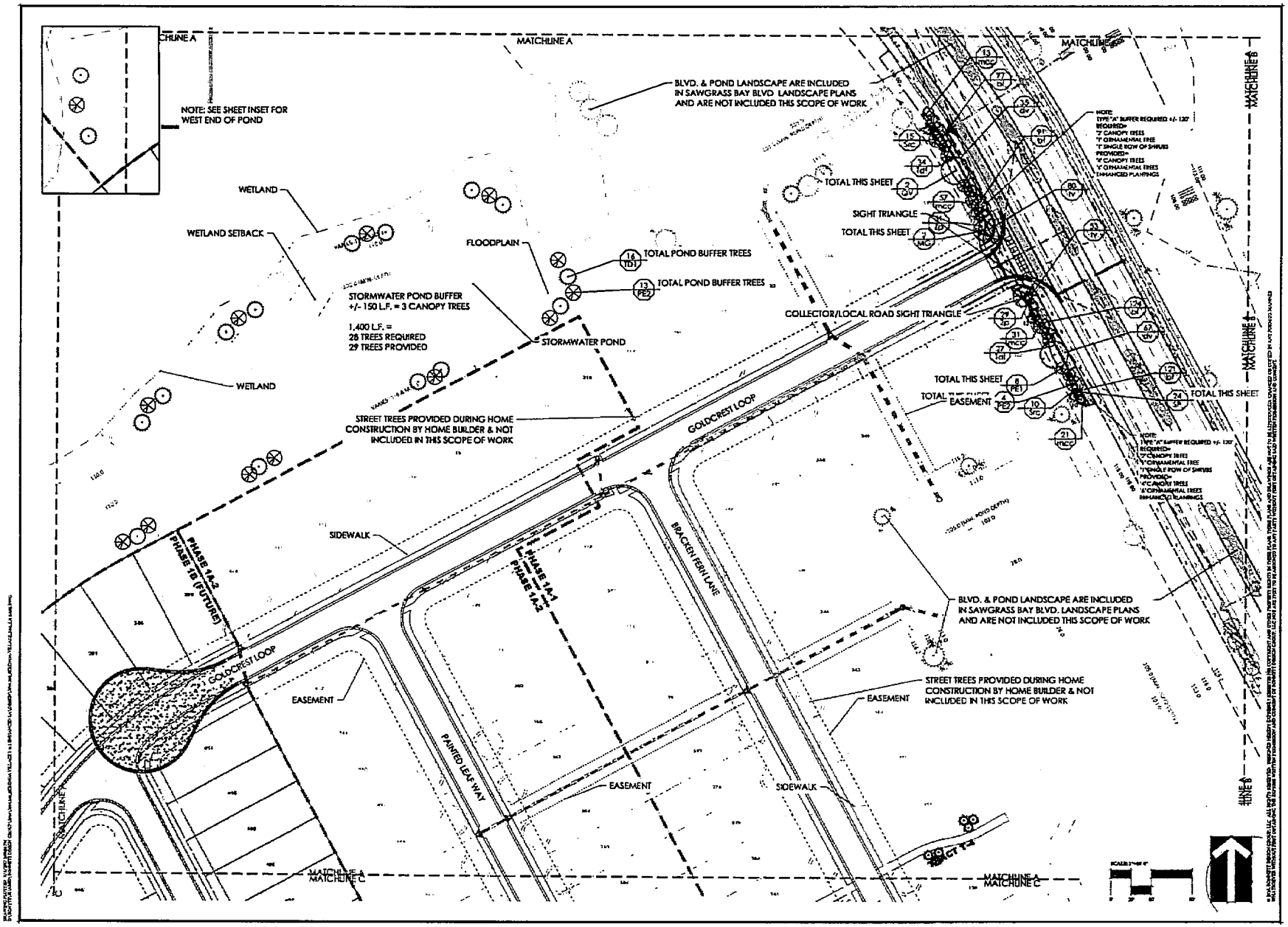
L301



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L302

SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
HARDSCAPE DETAILS



Bdg

BONNETT design group, llc
landscape architecture
community planning
FL LC 26000241

400 South Orlando Ave. Suite 205
Maitland, FL 32751
407.422.1580 main
407.328.3343 fax

SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LANDSCAPE PLAN

DATE: August 11, 2017
DRAWN BY: SCM
CHECKED BY: TWB
JOB NUMBER: 2016.06
FILE NAME: 2016.06 SERENOA VILLAGE 1&2 LA SHEET

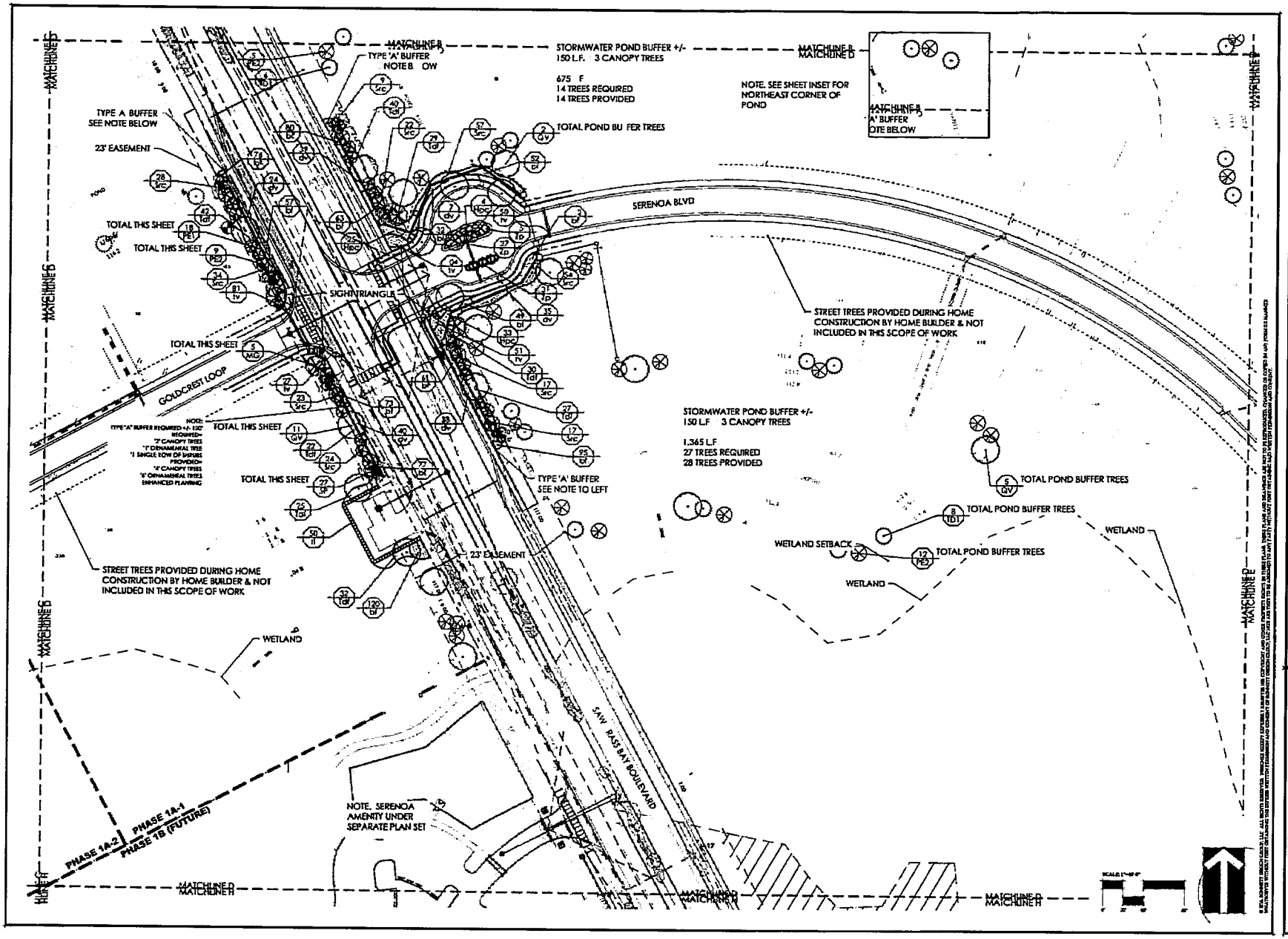
REVISIONS

L401

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L403

SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LANDSCAPE PLAN



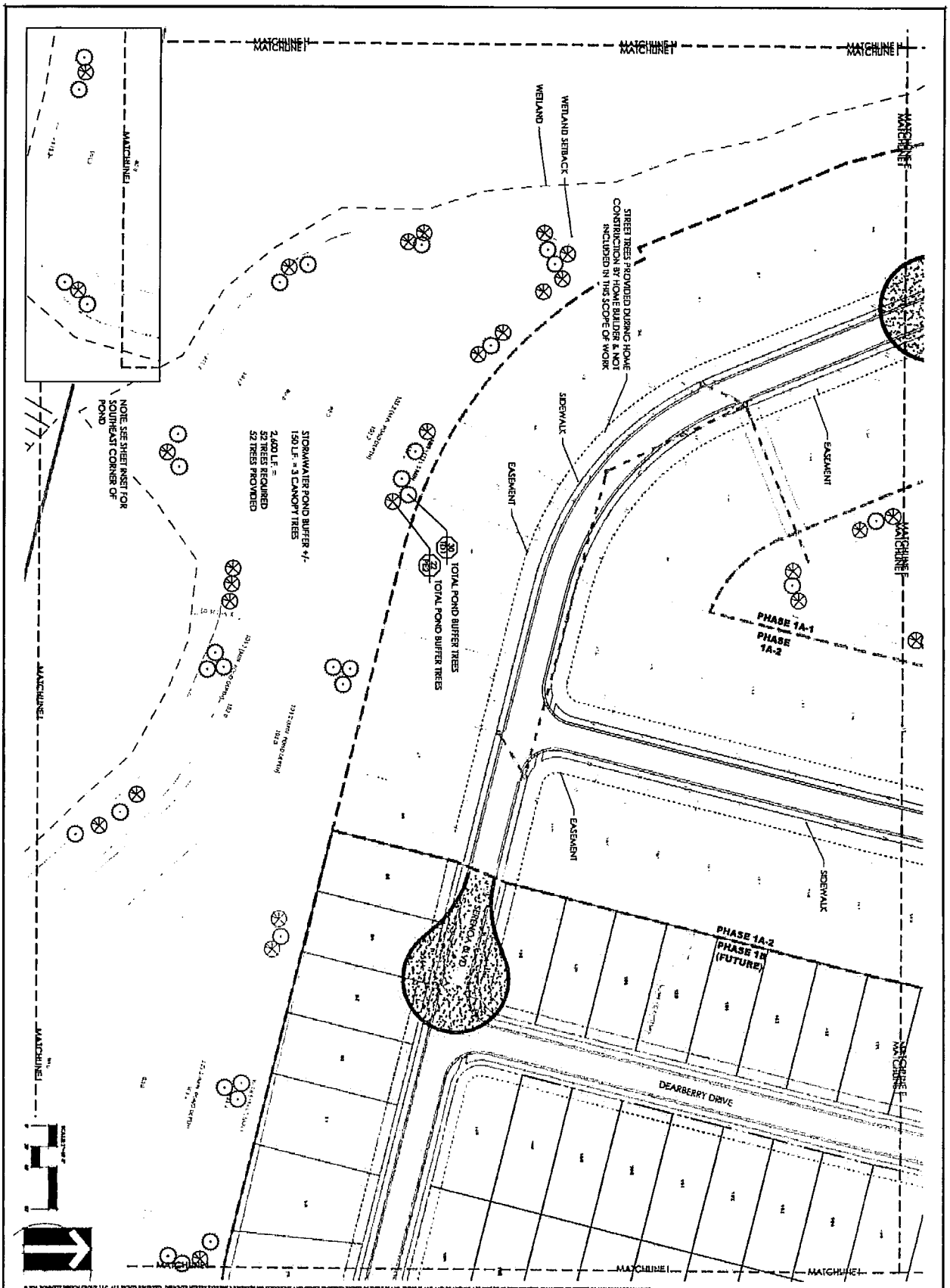
SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LANDSCAPE PLAN

L404

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L405

SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LANDSCAPE PLAN



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L408

SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LANDSCAPE PLAN

GENERAL REQUIREMENTS

The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans. The list of plant quantities accompanying the plans shall be used as guide only. If a discrepancy occurs between the plans and the plant list, the plans shall control.

The Landscape Contractor shall warranty all trees for a period of one (1) year and shrubs and ground covers for a period of six (6) months from the time of final acceptance by Owner and Landscape Architect.

The Landscape Contractor shall be wholly responsible for the stability and plumb condition of all trees and shall be legally liable for any damage caused by the instability of any plant material. Staking of trees and palms, if required, shall be done utilizing a method agreed upon by the Landscape Architect.

The Landscape Contractor shall research plans and contact appropriate agencies to determine the location of any utilities and obstructions prior to commencing work. Any utilities or unanticipated obstructions shall be reported to Landscape Architect or Owner immediately.

All plant material and sodded areas shall have an automatic underground irrigation system providing 100% coverage.

Positive drainage shall be maintained away from all structures on the site.

PLANT SPECIFICATIONS

All nursery stock plant material shall be Florida #1 or better in accordance with Grades and Standards for Nursery Plants Parts I & II, latest edition as published by the Florida Department of Agriculture and Consumer Services- Division of Plant Industry.

All plant material shall be planted, fertilized and mulched as per the plant details and planting specifications noted on the plans.

All container grown material shall be healthy, vigorous, well rooted plants, and established in the container in which they are delivered to the site. The plants shall have tops which are good quality and in a healthy growing condition. Established container grown plant material shall be grown in their container sufficiently long enough for the new fibrous roots to have developed enabling the root mass to retain it's shape when removed the container. Plants which have become root bound in the container are unacceptable.

All plant material that is not container grown shall be freshly dug, sound, healthy, vigorous, well branched, and free of disease and insect eggs and larvae, and shall have adequate root systems. Where any requirement is are omitted from the plant list, the plants furnished shall be normal for the variety. Plants may be pruned prior to delivery only upon the approval of the Landscape Architect.

FERTILIZER

Two fertilizers shall be used on all types of plantings, except palms. Granular fertilizer shall be uniform in composition, dry and free flowing. This fertilizer shall be delivered to the site in the original unopened bags bearing the manufacturer's statement of analysis. Granular fertilizer shall be a controlled release variety meeting the following requirements: sixteen percent (16%) nitrogen, four percent (4%) phosphorus, eight percent (8%) potassium, plus iron.
Tablet fertilizer ("Agriform" or approved equal) in 21 gram size shall meet the following requirements: twenty percent (20%) nitrogen, ten percent (10%) phosphorus, five percent (5%) potassium.

Application Rates:

Plant size	16-4-8	"Agriform" tablet (21 grams)
1 gallon	1/4 lb.	1 tablet
3 gallon	1/3 lb.	2 tablets
7 15 gallon	1/2 lb.	4 tablets
1" - 6" caliper	2 lbs. per 1" caliper	2 tablets per 1" caliper
6" + caliper	3 lbs. per 1" caliper	2 tablets per 1" caliper

Sodded areas shall receive an application of the granular fertilizer (16-4-8) at a rate of 1/2 lb. of Nitrogen per 1,000 square feet of sod area.

"Palm Special" fertilizer shall be applied to all palms at installation at a rate of 1 1/2 lbs. per 100 square feet of canopy area. Palm fertilizer shall be a controlled release variety containing chelated micro nutrients and a ratio of N-P-K-Mg of 2:1:3:1.

SOIL

Planting soil for use in preparing the backfill material for planting pits shall be added a rate of fifty percent (50%) planting soil to fifty percent (50%) existing soil. This soil mix shall be used in all plant pits except Sabal Palms which shall be backfilled with clean sand. Planting soil shall be a fertile, friable natural topsoil of loamy character. It shall contain forty (40) to fifty (50) percent decomposed organic matter and be free of heavy clay, stones larger than 1" in diameter, noxious weeds and plants, sod, partially disintegrated debris, insects or any other undesirable material, plants or seeds that would be toxic or harmful to plant growth.

MULCH

All plant beds and tree watering basins shall be top dressed with three inches (3") of pine bark nuggets.

SOD

Refer to Landscape Plan for limits of sod.

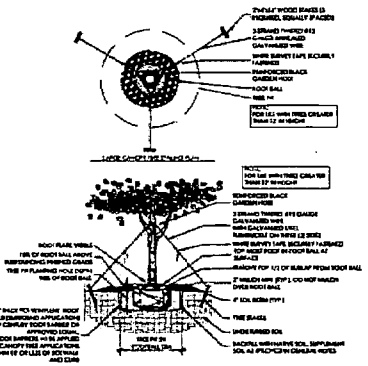
All areas disturbed by construction (including material staging, equipment storage, temporary facilities, site access, construction staff parking, etc.) beyond the minimum limits of sod as shown on the Landscape Plan shall be sodded as needed.

All lawn areas to receive sod shall be disked four (4) to six (6) inches and graded to establish a level finished grade ensuring positive drainage from all structures. All debris shall be removed from the site.

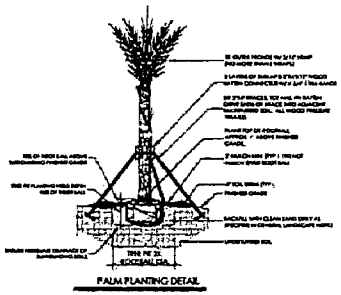
Sod shall be free of weeds and pests. It shall be laid evenly with tight fitting joints and rolled. The sod shall contain moist soil which does not fall apart or tear when lifted.

See plant list for specific sod species and locations.

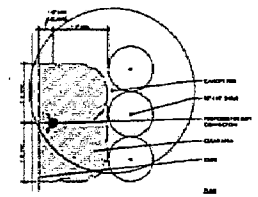
See 'Fertilizer' for requirements of all sodded areas.

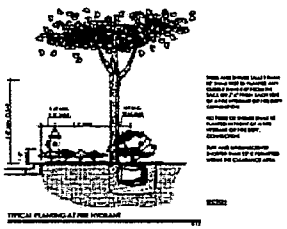


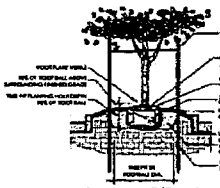
LARGE CANOPY TREE PLANTING DETAIL



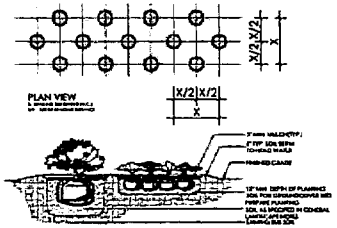
PALM PLANTING DETAIL







MEDIAN/ISLAND TREE PLANTING DETAIL



SHRUB AND GROUNDCOVER PLANTING DETAIL

MASTER PLANT LIST

Symbol	Totals	Botanical Name	Common Name	Specifications	Spacing	Native	Water Zone
Common Street & Open Space Trees							
MF	7	Magnolia grandiflora 'Little Gem'	Southern Magnolia	12' o.a. 14' ht. B&B, 6-7' spread	AS	yes	M
Q	24	Quercus virginiana	Live Oak	12" cal. @ 10' ht. x 24' spd. B&B	AS	yes	
QV	33	Quercus virginiana	Live Oak	3" cal. min. 12' ht. x 48" spd. 3' ct	AS	yes	
QV	33	Quercus virginiana	Live Oak	3" cal. Min. 12' ht.	AS	yes	
T	46	Tabebuia impetiginosa	Pink Trumpet Tree	4" cal. @ 12' ht. x 24' spd. B&B	AS	yes	
Additional Open Space Trees							
Pe	5	Persea palustris	Swamp Bay	12" cal. @ 10' ht. x 24' spd. B&B	AS	yes	
PE2	65	Persea palustris	Swamp Bay	3" cal. min. 12' ht. x 48" spd. 3' ct	AS	yes	
QV	7	Quercus virginiana	Live Oak	3" cal. min. 12' ht.	AS	yes	
SI	92	Taxodium distichum	Bald Cypress	4" cal. Min. 12' ht.	AS	yes	
Shrubs							
agr	72	Agapanthus africanus compactus	Dwarf Agapanthus	3 gal., 36" o.c.	36" o.c.	yes	L
B	98	Bulbine frutescens	Florida Bulbine	3 gal., 24" o.c.	24" o.c.	yes	M
Ss	424	Serenoa repens 'Cinerea'	Silver Saw Palmetto	3 gal., 18" o.c.	18" o.c.	yes	
SM	308	Sequoia sempervirens 'Soquel'	Soquel Dwarf Coast Redwood	3 gal., 24" - 30" o.c. spread	36" o.c.	yes	
Zz	133	Zamia pumila	Coontie	3 gal., 18" o.c.	24" o.c.	yes	
Groundcovers							
Ct	1,160	Cynodon dactylon 'Tifway'	Tifway Bahiagrass	1 gal., 12" - 15" spd., 6" o.c.	18" o.c.	no	
dv	295	Dianella caerulea 'Cassa Blue'	Cassa Blue Flax Lily	1 gal. 2' o.c.	24" o.c.	no	L
mcc	113	Muhlenbergia capillaris 'Lenca'	Muhly Grass	3 gal., 24" o.c.	24" o.c.	yes	
Pv	444	Ophiopogon japonicus	Monkey Grass	1 gal., 12" o.c.	12" o.c.	no	L
sodSt		Cynodon dactylon 'Bermuda'	Bermuda Grass	sodded - weed free	sodded	no	M
sodZb		Stenotaphrum secundatum 'Floratam'	Floratam St. Augustine	sodded - weed free	sodded	no	
water		Designated water surface	St. Augustine	sodded - weed free	sodded	no	H

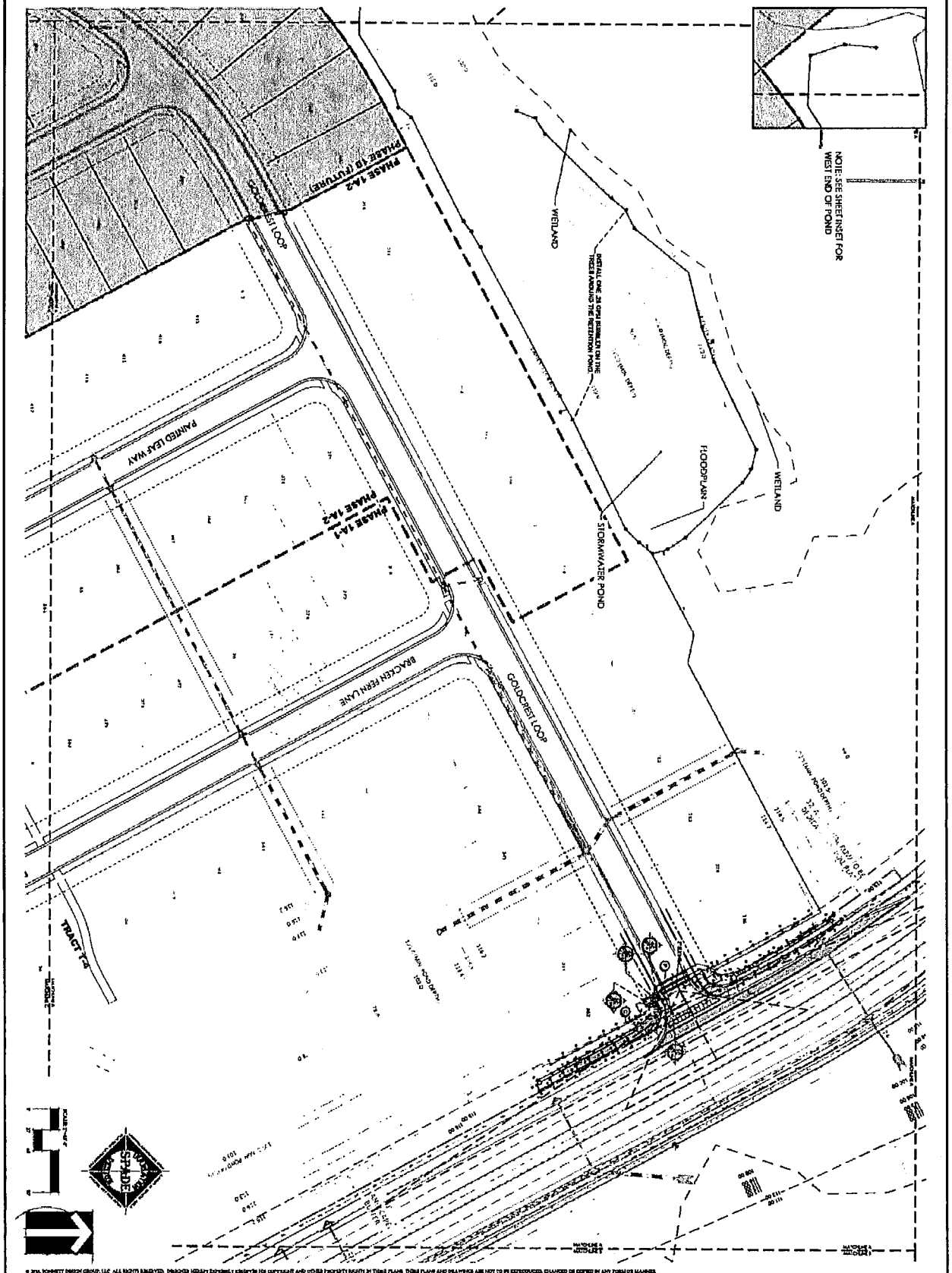
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SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
LANDSCAPE DETAILS & NOTES

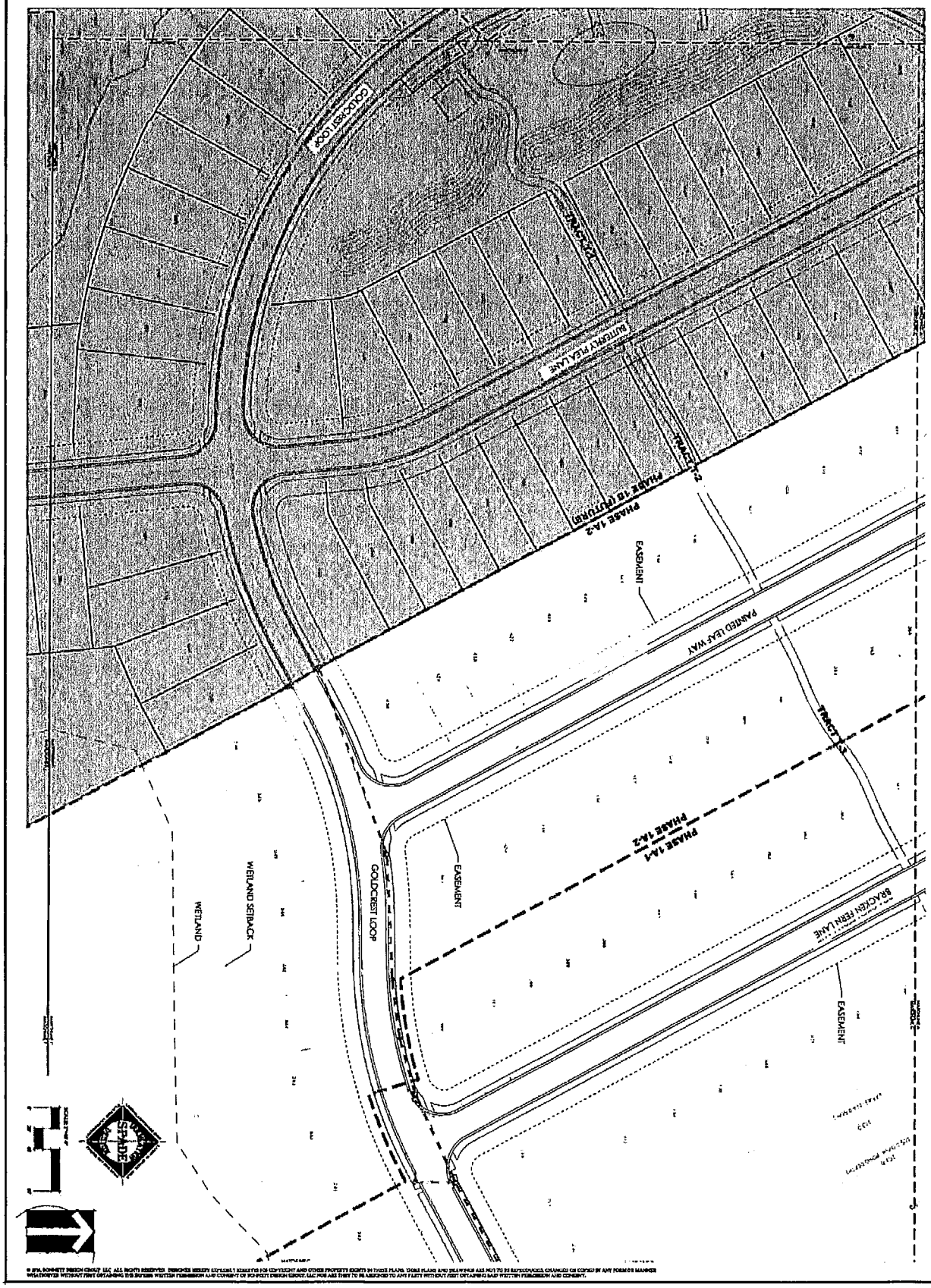
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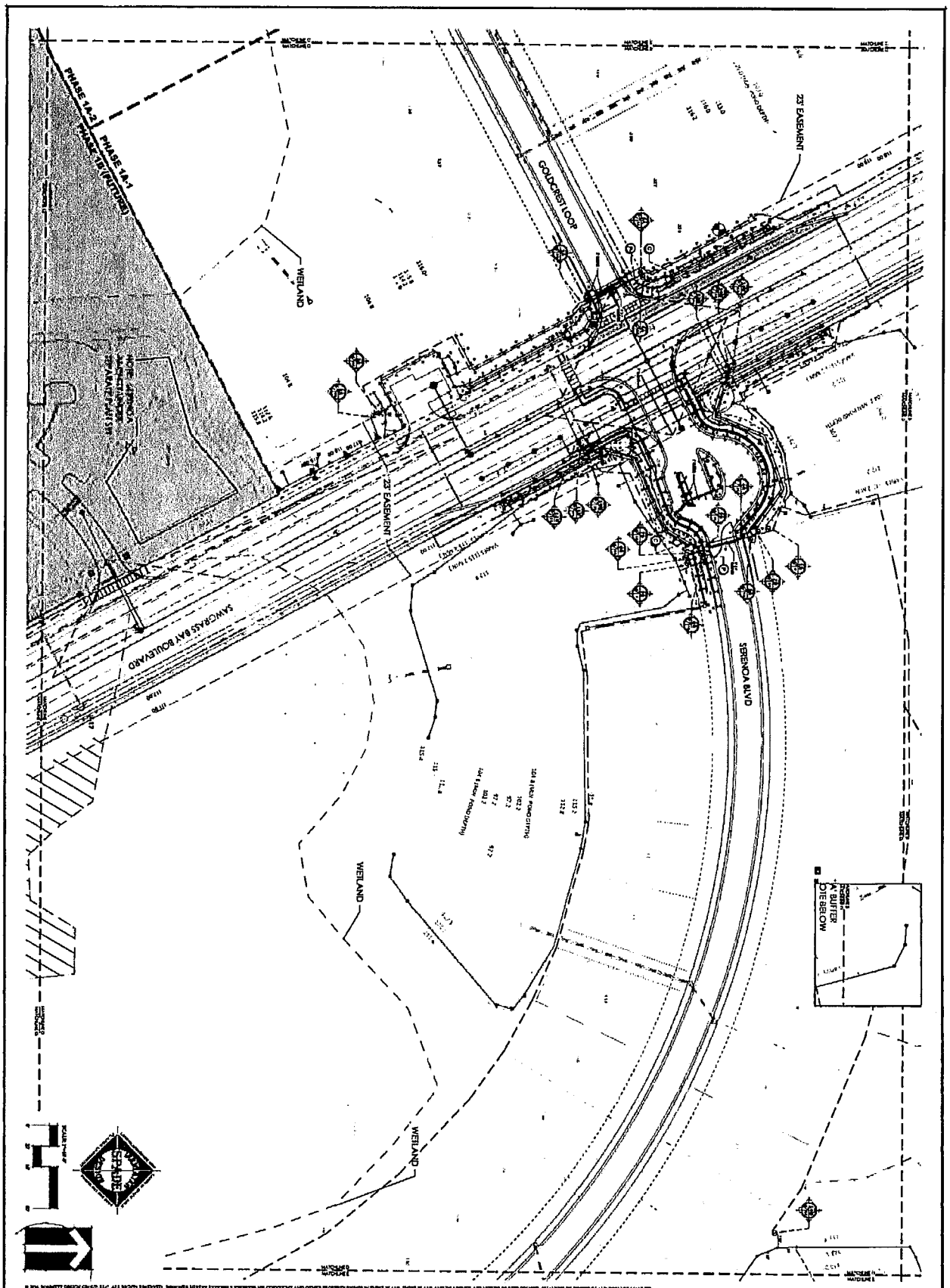
SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
IRRIGATION PLAN



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SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
IRRIGATION PLAN

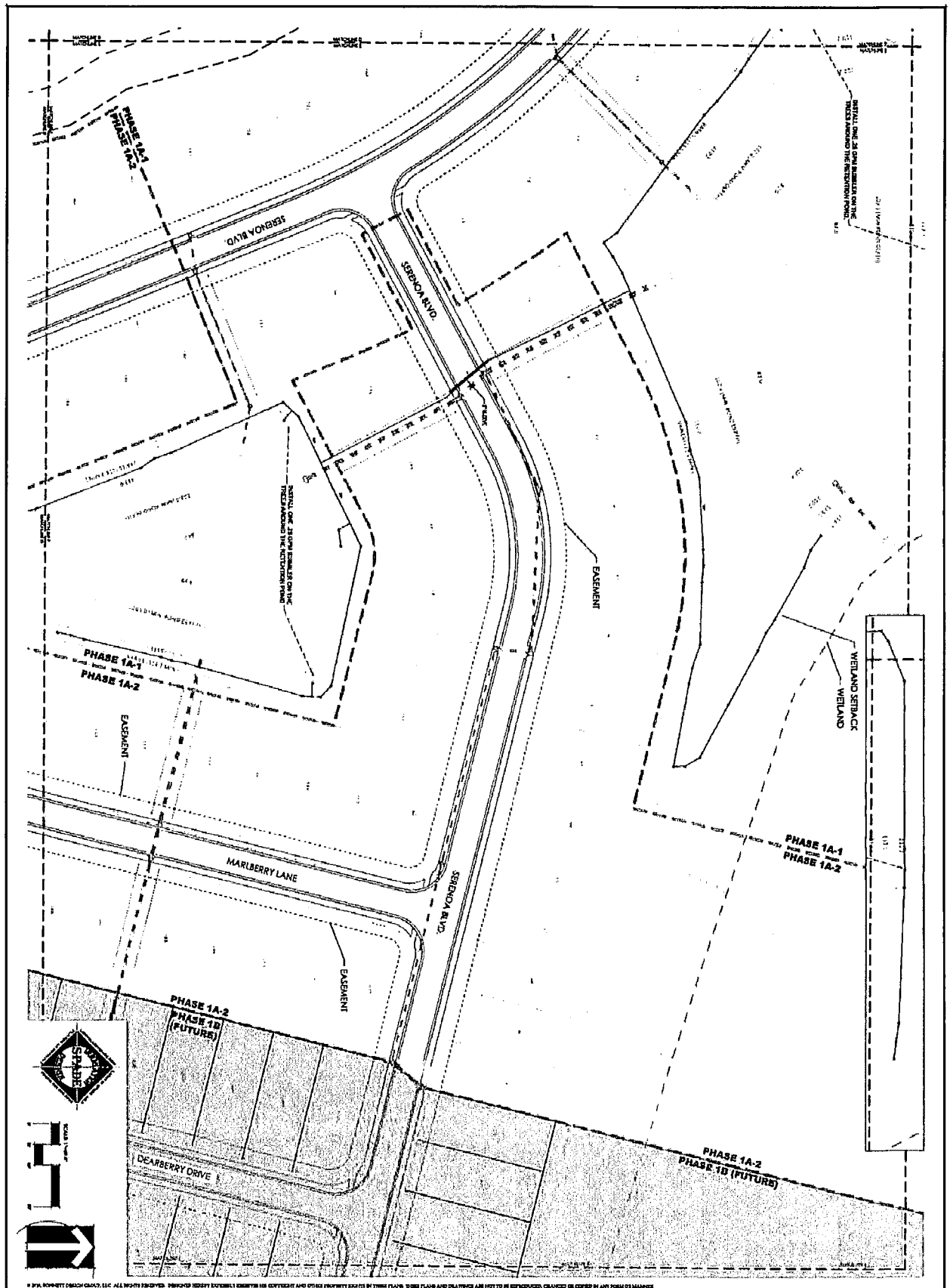


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LAKE COUNTY, FLORIDA
IRRIGATION PLAN

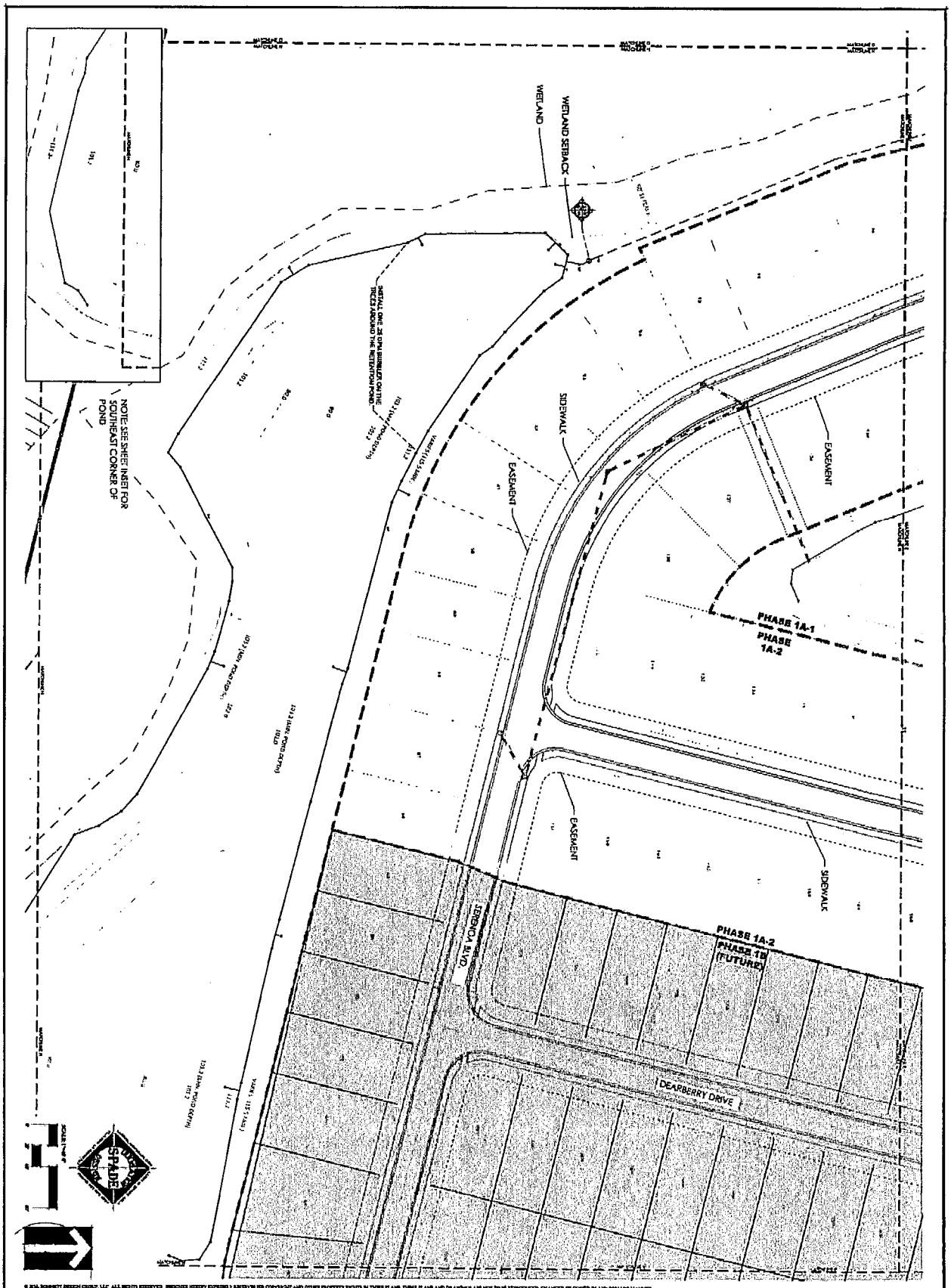
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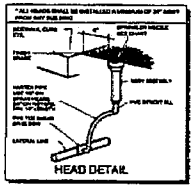
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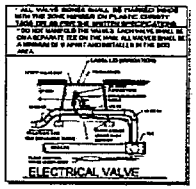


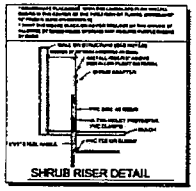
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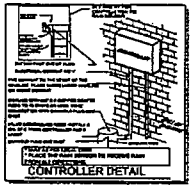
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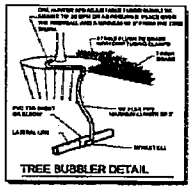
SERENOA
Village 1 & 2
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LAKE COUNTY, FLORIDA
IRRIGATION PLAN

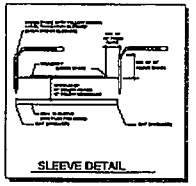


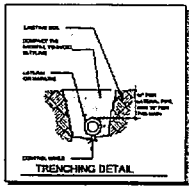


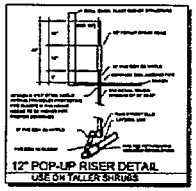












GENERAL NOTES

1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES. DO NOT CUT ANY ROOTS OVER 2" IN DIAMETER.

2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.

3) ALL POP-UP ROTORS AND SPRAYS SHALL BE INSTALLED USING NP 12" PVC FLEX PIPE CONNECTION. DO NOT USE POLYETHYLENE PIPE. USE WILSON FIT WITH A PURPLE RISER OR RED HOT CHINEY BLUE GLUE ON ALL CONNECTIONS.

4) ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES, WINDOWS AND SIDE WALLS. THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING. USE ADJUSTABLE NOZZLES WHERE REQUIRED TO AVOID ANY WATER ON BUILDING WINDOWS.

5) ALL RISERS SHALL BE PAINTED BLACK OR A COLOR CHOSE N BY THE OWNER'S REPRESENTATIVE AND SHALL BE SET MED WITH A 5 TYP. ANGLE AND INCLINED WITH STAINLESS STEEL CLAMPS. LEAVE THE BOTTOM 12 OF THE PIPE PURPLE ON RECLAIMED SYSTEMS.

6) ALL CONTROL WIRE CONNECTIONS SHALL BE MADE IN VALVE BOXES USING 3M DBR Y WIRE CONNECTORS AND SEALANT WITH WIRE NUTS.

7) THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. THE CONTRACTOR SHALL NEATLY MARK IN RED INK ON A WHITE BOND PAPER COPY OF THE IRRIGATION PLAN ANY INSTALLATION THAT DEVIATES FROM THE PLAN. THE AS-BUILT DRAWING SHALL ALSO LOCATE ALL MAINLINE AND VALVES BY DIMENSIONS FROM FIXED OBJECTS. MEASUREMENTS SHALL BE MARKED ON THE PLAN OVER WHERE THE EQUIPMENT IS INSTALLED IN THREE MAY LOCATIONS AS THE PLAN. PROVIDE THE OWNER A PDF OF THE AS-BUILT PLAN.

8) ALL VALVES, DATP VALVES AND QUICK COUPLING SHALL BE INSTALLED IN VALVE BOXES. THE VALVE BOXES SHALL BE PURPLE WHEN USING RECLAIMED WATER.

9) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA AS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS OR UNDER A SIDEWALK SLEEVE.

10) ALL HEADS SHALL BE INSTALLED A MINIMUM OF 24" FROM ANY WALL AND A MINIMUM OF 6" FROM ANY SIDEWALK, PATIO OR ROAD. (MINIMUM 30" X 6" WHERE THERE ARE NO INSERTS STEPS) THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN ON A SHRUB BED SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE IN THE FIELD. INSTALL THE 12" POP-UP HEADS WHERE SHOWN BY TALL SHRUBS.

11) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.

12) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS.

13) ELECTRICAL SERVICE TO LOCATION OF THE CONTROLLER, VALVE OR PUMP SHALL BE PROVIDED TO A JUNCTION BOX OR DISCONNECT AT THE EQUIPMENT LOCATION BY THE ELECTRICAL CONTRACTOR OR ITS OWNER. WHETHER IS NOT PART OF THE IRRIGATION. SEE DRAWING "THE LOCATION OF THE CONTROLLER WITH THE OWNER OR GENERAL CONTRACTOR BEFORE ANY INSTALLATION.

14) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW THE PLAN AND CHECK WITH A FITTER TO DETERMINE THE CORRECT SPACING OF THE HEADS. THE CONTRACTOR SHALL NOT SPACE THE HEADS FURTHER APART THAN WHAT IS SHOWN ON THE PLAN. ANY CHANGES TO THE HEAD SPACING OR LAYOUT WITHOUT THE CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER, SHALL HOLD THE INSTALLING CONTRACTOR RESPONSIBLE FOR NON-UNIFORMITY OF THE PLANTS AND OR SOD IN THESE AREAS.

15) 48 HOURS BEFORE DIGGING, CALL 1-800-432-4770 (SUNSHINE STATE ONE CALL CENTER).

16) INSTALL THREE EXTRA CONTROL WIRES TO EACH TERMINATION OF THE MAIN. ALL CONTROL WIRES SHALL BE INSTALLED INSIDE OF 3/4" SCH 40 PVC CONDUIT WHERE THEY CANNOT BE BURIED. THE MAIN

RECLAIMED WATER REQUIREMENTS

a) ALL PIPE SHALL BE THE PURPLE KW CLEANER WATER TYPE.

b) ALL SPRINKLER HEADS SHALL HAVE PURPLE INDICATIONS.

c) ALL MANUAL AND ELECTRIC VALVES SHALL HAVE TAGS TO INDICATE RECLAIMED WATER.

d) ALL VALVE BOXES SHALL BE PURPLE WITH PURPLE LIDS TO INDICATE THE PRESENCE OF RECLAIMED WATER.

e) ALL EQUIPMENT SHALL BE INSTALLED AS PER ALL LOCAL, COUNTY, STATE, AND FEDERAL CODES. FINISHES AND INSTALL ALL REQUIRED RECLAIMED WATER SIGNS. COORDINATE PLACEMENT AND TYPE WITH THE RECLAIMED WATER PROVIDER.

f) ALL CROSSINGS OF SINGLE NON-PIPING AND POTABLE WATER LINES SHALL HAVE THE VERTICAL CLEARANCE VISUALLY VERIFIED AND THIS VERIFICATION MUST BE SHOWN ON THE AS-BUILT DRAWINGS BY DOCUMENTING THE VERTICAL SEPARATION AT BOTH END THE PIPES.

g) THE HORIZONTAL SEPARATION BETWEEN THE POTABLE AND RECLAIMED WATER LINES SHALL BE A MINIMUM OF 10'. THIS SEPARATION SHALL BE MEASURED AND INDICATED ON A SET OF AS-BUILT DRAWINGS AS PER SPECIFICATIONS. THE HORIZONTAL SEPARATION SHALL BE 7' CENTER TO CENTER AND 3' OUTSIDE TO OUTSIDE IF VERTICAL MINIMUM OF 12" IS NOT MET. REFER TO THE SPECIFIC CODE IF THESE SEPARATIONS CANNOT BE MET.

ZONE CHART

ZONE	GPM	HEAD TYPE	WATER USE	PRECIP. RATE (in. per hour)	RUN TIME (minutes)
1A	16	Rotor	HIGH	0.9	60
2A	17	Spray	MEDIUM	0.75	45
3A	25	Spray	MEDIUM	0.75	45
4A	23	Spray	MEDIUM	0.75	45
5A	1	Spray	HIGH	0.75	45
1B	5	Bubbler	MEDIUM	1.5	20
2B	17	Spray	MEDIUM	0.75	45
3B	15	Spray	MEDIUM	0.75	45
4B	23	Spray	HIGH	0.75	45
5B	11	Spray	MEDIUM	0.75	45
6B	16	Spray	HIGH	0.75	45
7B	13	Spray	MEDIUM	0.75	45
8B	14	Spray	MEDIUM	0.75	45
9B	9	Bubbler	MEDIUM	1.5	20
10B	24	Rotor	HIGH	0.9	60
11B	24	Rotor	HIGH	0.9	60
12B	13	Rotor	HIGH	0.9	60
13B	13	Bubbler	MEDIUM	1.5	20
14B	24	Rotor	HIGH	0.9	60
14B	12	Bubbler	MEDIUM	1.5	20
15B	15	Rotor	HIGH	0.9	60
15B	24	Rotor	HIGH	0.9	60
1C	22	Spray	MEDIUM	0.75	45
2C	22	Spray	MEDIUM	0.75	45
3C	12	Spray	HIGH	0.75	45
4C	8	Bubbler	MEDIUM	1.5	20

THE RUN TIME SHOWN FOR EACH ZONE IS FOR ONE RUN CYCLE AND WILL PROVIDE APPROXIMATELY .3" OF WATER. A MINIMUM OF TWO RUN CYCLES PER WEEK IS REQUIRED TO PROVIDE 1/2" OF COVERAGE. ALL RUN TIMES SHALL BE SET TO FOLLOW THE CURRENT WATER MANAGEMENT DISTRICT REGULATIONS.
THE ZONE CHART IS PROVIDED AS A GENERAL OUTLINE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE TO SET THE RUN TIMES BASED ON THE SPECIFIC SITE CONDITIONS AND PLANT REQUIREMENTS. THIS SHALL INCLUDE, BUT NOT LIMITED TO, SOIL TYPE, DRAINAGE, SLOPES, SUN EXPOSURE AND THE ESTABLISHMENT PERIOD. THE CONTRACTOR IS FULLY RESPONSIBLE TO CHECK ANY EQUIPMENT QUANTITIES THAT ARE SHOWN AND SHALL BE RESPONSIBLE TO INCLUDE IN THE PROPOSAL AND INSTALL ALL EQUIPMENT AND PIPING SHOWN ON THE PLAN.

LEGEND

REFER TO THE RECLAIMED WATER NOTES
USE HUNTER MP ROTATOR NOZZLES

●	HUNTER PRS40 SPRAY SERIES 6" POP-UP
■	HUNTER PRS40 SPRAY SERIES 12" POP-UP
▲	HUNTER PRS40 SHRUB ADAPTER ON RISER
①	ONE HUNTER AFB ADJUSTABLE FLOOD BUBBLERS PER TREE
Ⓐ	HUNTER PGP ULTRA ROTOR HEAD - 6 GPM
▲	HUNTER PGP ULTRA ROTOR HEAD - 3 GPM
— — —	CLASS 200 PURPLE PVC MAINLINE-1 1/2"
———	CLASS 200 PVC PURPLE LATERAL LINE- SIZE AS SHOWN UNTIL A SMALLER SIZE IS SHOWN MINIMUM SIZE OF 3/4" (EXCEPT RISERS AND FLEX PIPE)
———	SCH. 40 SLEEVE (MINIMUM OF 24" DEPTH AND 2 SIZES LARGER THAN THE PIPE SIZE OR AS LABELED ON THE PLAN)
◆	HUNTER ICV ELECTRIC VALVE. SIZE AS SHOWN BELOW. INSTALL VALVE IN A 11"X17" PURPLE VALVE BOX AND COVER 3-25 GPM=1" 26-60 GPM=1 1/2" 61 AND HIGHER GPM=2"
Ⓒ	CONTROLLER- HUNTER ICORE SERIES. THREE LOCATIONS. WHERE SHOWN ON THE PLAN. INSTALL WITH A HUNTER WIRELESS MINI-CLK RAIN SENSOR. GROUND WITH A MINIMUM 5' COPPER CLAD ROD. SLEEVE TO AS REQUIRED.
Ⓟ	POINT OF CONNECTION TO A 1" RECLAIMED WATER METER. THREE LOCATIONS. REFER TO THE UTILITY PLAN FOR THE EXACT LOCATION AND DETAILS

NOZZLE CHART

LETTER	PRODUCT SPEC.	G.P.M. @ 40PSI	RADIUS	RADIUS/ANGLE
A	MP2000	1.47	18'	FULL 360°
B	MP CORNER	.49	14'	CORNER 180°
C	MP CORNER	1.9	14'	CORNER 45°
D	MP3000	.74	18'	HALF 180°
F	MP2000	.49	18'	QUARTER 90°
G	MP STRIP	.22	5' X 16'	END STRIP
H	RAINBIRD XPCH	.22	4.8'	HALF PATTERN
M	MP SIDE STRIP	.44	5' X 30'	SIDE STRIP
V	MP3000	.86	30'	QUARTER 90°
W	MP3000	1.82	30'	HALF 180°
X	MP3000	2.73	30'	THREE QTR. 270°
Y	MP3000	3.64	30'	FULL 360°
Z	MP2000	1.19	18'	THREE-QTR 270°

ZONE NUMBER
GALLONS PER MINUTE
WATER USE

H=HIGH WATERUSE — BY AUGUSTINE SOD BOYSIA, SOD ANNUALS
M=MEDIUM WATERUSE — PLUS MATURE TREES
L=LOW WATERUSE — BARE SOD, BUTTIE PLANTS

THE NOZZLES LISTED SHOW THE TYPE OF MP ROTATOR NOZZLE THAT SHOULD BE USED. THE CONTRACTOR SHOULD INSTALL THE MP2000, MP3000 OR SPECIALTY NOZZLE IN EACH HEAD AS SHOWN BY THE LETTER IN/BNC THE HEAD ON THE PLAN. DO NOT USE MP1000 SERIES NOZZLES. THE GPM, DISTANCE AND ANGLE ON THE NOZZLE CHART ARE APPROXIMATE. THE CONTRACTOR SHALL ADJUST ALL NOZZLES TO PROVIDE THE 100% COVERAGE, BUT LIMIT OVERTHROW ON TO BUILDINGS, WALLS, PAVEMENT, ETC. THE HEADS SHALL BE SPACED AS PER THE PLAN. SCALE THE PLAN FOR DISTANCE. DO NOT ASSUME THAT ALL HEADS ARE SPACED AS PER CONVENTIONAL SPRAY HEADS. THE PRECIPITATION RATE FOR THESE NOZZLES IS LESS THAN A CONVENTIONAL SPRAY NOZZLE. FOLLOW THE ZONE CHART FOR AN APPROXIMATE RUN TIME FOR EACH ZONE, BUT SET THE RUN TIME ON THE CONTROLLER BASED ON THE SPECIFIC SITE CONDITIONS.

ALL DRAWINGS, PLANS, SPECIFICATIONS AND COPIES THEREOF FURNISHED BY BONNETT DESIGN GROUP, INC. ARE AND SHALL REMAIN THE PROPERTY OF BONNETT DESIGN GROUP, INC. THEY ARE NOT TO BE USED BY ANY PERSON OR ENTITY FOR ANY PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE PRIOR WRITTEN CONSENT OF BONNETT DESIGN GROUP, INC. SUBMISSION OR DISTRIBUTION OF THESE DOCUMENTS TO MEET OFFICIAL REGULATORY REQUIREMENTS OR FOR OTHER PURPOSES IN CONNECTION WITH THE PROJECT IS NOT TO BE CONSTRUED AS PUBLICATION IN DEROGATION OF BONNETT DESIGN GROUP, INC. COMMON LAW COPYRIGHT OR OTHER RESERVED RIGHTS. ANY UNAUTHORIZED USE OF THESE DRAWINGS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BONNETT DESIGN GROUP, INC. THE USER SHALL INDEMNIFY AND HOLD HARMLESS BONNETT DESIGN GROUP, INC. AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

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SERENOA
Village 1 & 2
VK Avalon Groves, LLC
LAKE COUNTY, FLORIDA
IRRIGATION DETAILS & NOTES

DATE: August 12, 2019
DRAWN BY: LWS
CHECKED BY: TYH
JOB NUMBER: 2004.160
FILE NAME: 2004_SERENOA VILLAGE 1&2_ID.MXD
REVISIONS:

L509

Exhibit B

CONSTRUCTION SCHEDULE

Exhibit C

Exhibit D

GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Avalon Groves Community Development District Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.

B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("**BMPs**") (collectively "**Site Requirements**").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result

in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.

D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.

E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event, archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.

G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a $150 fine/per occurrence.

H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).

I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.

J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.

K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.

L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and

exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor $100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.

N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**

O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.

P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.

a. Contractor's personnel shall not remove protective devices (if applicable).

b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.

S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.

T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess

usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor $200 per occurrence for violations of this pet policy.

V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor. Contractor shall maintain a rain gauge onsite and shall weekly provide to Owner's Authorized Representative a report of daily rain in inches and any days of work progress lost due to rain.

W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.

X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Developer, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the

prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.

B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.

C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers' employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:

a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.

b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
c. Contractor will assist Owner in complying with the OSHA Regulations.
d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.
e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.

E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
2. No loud radios, music, or unnecessary noise on the site.
3. No distraction of fellow workers.
4. No alcohol or drugs on the site.
5. No weapons of any kind on the site.
6. No profanity or discourteous conduct on the site.
7. No horseplay or fighting on the site.
8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
9. No unauthorized vehicles or parking in any production area.
10. No entry into an active blasting or barricaded area during active operations.
11. No open fires.

F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 21 of the Agreement.

G. Contractor acknowledges that Contractor has a zero-tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit E

SITE SAFETY RULES

Contractor agrees as follows:

1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.

2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.

3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.

4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).

5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.

6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.

8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.

9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit F

EMERGENCY ACTION PLAN

N/A

Exhibit G

INSURANCE REQUIREMENTS

Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751
Phone (321) 263-0132

RE: Insurance Requirements pursuant to that certain Contractor Agreement ("**Agreement**") by and between Avalon Groves Community Development District ("**Owner**") and Randy Suggs Landscaping, Inc. ("**Contractor**") (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a $500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is $50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (07 04) and CG2037 (07 04) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("SIR") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 240

Maitland, FL 32751

(2) VK Avalon Groves LLC *(3)* VK JV1 LLC *(4)* VK JV1 Funding LLC and *(5)* The Kolter Group LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (07 04) or its equivalent) for the General Liability policy, see example attached. BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSUREDS IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE. The Additional Insured Endorsement must list your policy number and MUST INCLUDE THE OWNER, DEVELOPER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSUREDS.

GENERAL LIABILITY
The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: $1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), $1,000,000 for Personal Injury liability, $2,000,000 aggregate for Products-Completed Operations, $2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required,

issued in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

(a) Premises or ongoing operations;

(b) Products and completed operations, which shall:

i. cover materials designed, furnished and/or modified in any way by Contractor;

ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and

iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;

(c) Vandalism and malicious mischief;

(d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;

(e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;

(f) Independent Contractors;

(g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;

(h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and

(i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") **cannot fulfill the requirement for CGL coverage** under the Agreement.

AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Developer, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than $500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and $500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Developer, Project HOA Entity (if applicable) and their Affiliates.

(a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.

(b) This policy must include a documented waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).

(c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

(d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.

(e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE
If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE
With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have $2,000,000 each claim and a $2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

(a) Owner, Developer, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;

(b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;

(c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.

(d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Developer, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's

(or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

(e) Contractor shall add Owner, Developer, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG 2010 11 85 Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and GC20 37 07 04, or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG 2037, will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

(i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and

(ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.

(f) Contractor's CGL policy contains contractual liability coverage;

(g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;

(h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and

(i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

Avalon Groves Community Development District

VK Avalon Groves LLC, VK JV1 LLC, VK JV1 Funding LLC, and The Kolter Group LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Exhibit H
PARTIAL WAIVER AND RELEASE OF LIEN

Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $_____, paid by Avalon Groves Community Development District (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Serenoa Villages 1 & 2 - Phase 1A according to the plat thereof on file in the office of the Clerk of the Court in and for Lake County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____day of _____ 20_____.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____day of _____ 20_____, by _____as _____of _____a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Exhibit I
FINAL WAIVER AND RELEASE OF LIEN

Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $_____, paid by Avalon Groves Community Development District (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Serenoa Villages 1 & 2 - Phase 1A according to the plat thereof on file in the office of the Clerk of the Court in and for Lake, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this _____day of _____ 20_____.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____day of _____ 20_____ by _____as _____of _____a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION # _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Exhibit J

FDEP – CONTRACTORS CERTIFICATION STATEMENT

INTENTIONALLY OMITTED

EXHIBIT K

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Avalon Groves Community Development District

   by_____
   (print individual's name and title)

   for _____
   (print name of entity submitting sworn statement)

   whose business address is

   _____

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more.

3. Based on information and belief, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. The entity will immediately notify the Avalon Groves Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2017, by _____ of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

EXHIBIT L

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Avalon Groves Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is _____

_____

4. Contractor's Federal Employer Identification Number (FEIN) is _____

   (If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2017.

Contractor:_____
By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____

My Commission Expires: _____

EXHIBIT M

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be: _____Dollars $_____
   (Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2017.

Contractor:_____
By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost[1]	Item Total Cost
		Project Total	

Dated this _____ day of _____, 2017.

Contractor:_____
By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

[1] Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.