



Rizzetta & Company

Solterra Resort Community Development District

**Board of Supervisors
Meeting
December 5, 2025**

**District Office:
8529 South Park Circle
Suite 330
Orlando, FL 32819**

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, Florida · (407) 472-2471
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.solterraresortcdd.org

Board of Supervisors	VACANT Deborah Higham Karan Wienker Robert Voisard Sam Neelam	Chair Vice Chair – Amenities Assistant Secretary - Landscaping Assistant Secretary – Security Assistant Secretary – Budgets
District Manager	Brian Mendes	Rizzetta & Company, Inc.
District Counsel	Meredith Hammock	Kilinski Van Wyk
District Engineer	Greg Woodcock	Stantec

All cellular phones and pagers must be turned off during the meeting.

The audience comments portion of the agenda is when individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

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Board of Supervisors
Solterra Resort Community
Development District

November 26, 2025

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Solterra Resort Community Development District will be held on **December 5, 2025, at 10:00 a.m.** at the **Solterra Resort Amenity Center**, located at **5200 Solterra Boulevard, Davenport, Florida 33837**. The following is the **final** agenda for the meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **PUBLIC COMMENT**
3. **COMMUNITY UPDATES**
 - A. General Manager Updates Report (Under Separate Cover)¹
 1. Holiday Décor Updates
 2. Discussion of Passover Event Preparations
 - B. Landscape Maintenance Updates
(Supervisor Wienker & Mr. Mendes)
 1. Consideration of Amended Scopes of Service
 2. Clubhouse Pine Straw Project Updates
 - C. Aquatic Maintenance Updates Tab 1
 1. November Aquatics Report
 - D. F&B Committee Updates
 1. Updates on Licenses
 2. Forecast Report for F&B 25-26 Budget (Artemis Team)
 3. Funding for Café Credit Card
 4. Updates on F&B Management Service Agreement
 - E. Budget Updates (Supervisor Neelam & Mr. Mendes)
 1. Investment Options
 2. Reserve Study
 3. F&B
4. **STAFF REPORTS**
 - A. District Engineer
 1. Utility Box Painting Updates
 - B. District Counsel
 - C. District Manager
 1. Updates on Solterra Resort Sign Project
5. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors’
Minutes Held on November 7, 2025, Tab 2
6. **BUSINESS ITEMS**
 - A. Ratification of District Items Tab 3
 1. Amazon Design Graphics, Inc. Light Pole
Banner Printing & Installation
 - B. Consideration of Arbitrage Engagement Letter Series 2018 Tab 4
 - C. Consideration of RFP for Pool Resurfacing Project Tab 5

1. Review of Updated Proposals
 1. Vermana
 2. Arington
 3. NV
- D. Consideration of Landscape Consulting Services..... Tab 6
 1. Sunscape Consulting
- E. Resolution 2026-06, Designating Officers..... Tab 7
 1. Presentation of Vacant Seat Applicants
7. **SHADE SESSION**
8. **SUPERVISOR REQUESTS & COMMENTS**
9. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

With appreciation,
Brian Mendes
Brian Mendes
District Manager

Tab 1



Daily Logs List

Nov 19, 2025

Job: SE1043 Solterra Resort CDD Aquatics

Title:

Added By: Joshua Britto

Log Notes:

Heavy trash present at 27

27, treated for heavy planctonic

19, treated for algae slender, and Lillie's

Trash removed

More beer cans on 18, and almost dry

1,3,4,6,15,17,23 28,11,12 treated for grasses

Weather Conditions:

Sunny with mist and fog

Wed, Nov 19, 2025, 12:43 PM



83°F

60°F

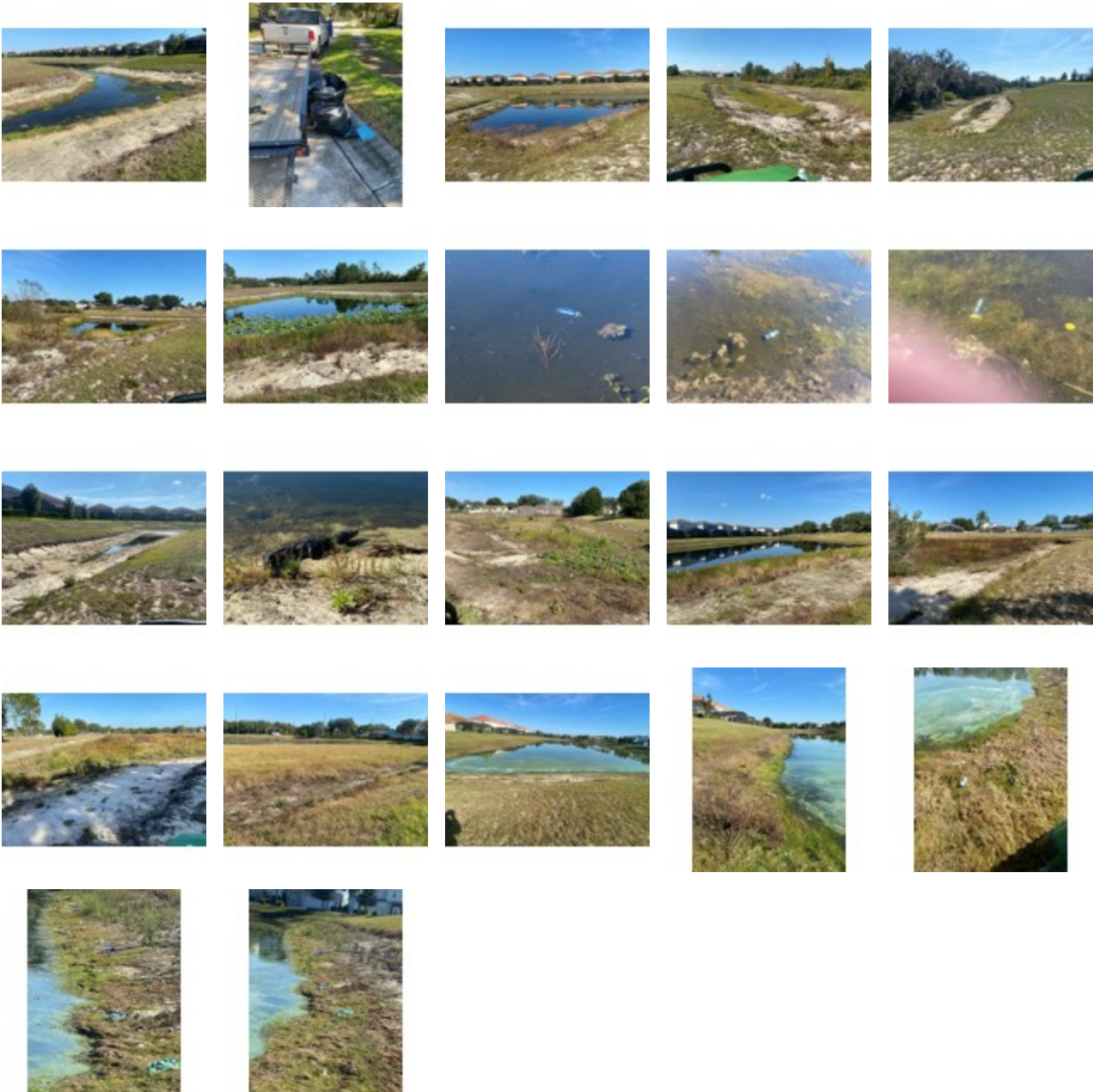
Wind: 3 mph

Humidity: 91%

Total Precip: 0"

Attachments:

22



Tab 2

MINUTES OF MEETING

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

**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of the Solterra Resort Community Development District was held on **November 7, 2025, at 10:00 a.m.** at the **Solterra Resort Amenity Center** located at **5200 Solterra Boulevard, Davenport, Florida, 33837.**

Present and constituting a quorum:

Brian Meert	Board Supervisor, Chairman-General Ops
Deborah Higham	Board Supervisor, Vice Chairman-Amenities
Bobby Voisard	Board Supervisor, Assistant Secretary-Security
Sumanth Neelam	Board Supervisor, Assistant Secretary-Budgets
Karan Wienker	Board Supervisor, Assistant Secretary-Landscaping

Also present were:

Brian Mendes	District Manager, Rizzetta & Company, Inc.
Joe Bullins	General Manager, Artemis Lifestyles
Meredith Hammock	District Counsel, Kilinski Van Wyk
Savannah Hancock	District Counsel, Kilinski Van Wyk
Greg Woodcock	District Engineer, Stantec
Peter Witman	Yellowstone Landscape

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Mendes called the meeting to order at 10:00 AM and conducted the roll call, confirming quorum.

SECOND ORDER OF BUSINESS

Public Comment

A member of the audience inquired about traffic control on pine tree trails.

Mr. Voisard commented on this inquiry.

Ms. Wienker commented on upcoming enhancement projects, that may alleviate traffic concerns.

THIRD ORDER OF BUSINESS

General Managers' Monthly Updates

1. Holiday Season Updates – Ms. Higham
2. Consideration of Exercise Equipment Proposal

Mr. Mendes opened the topic for discussion.

Ms. Higham presented holiday event festivities.

Diana with Artemis briefed the board on details of the holiday festivities.

Ms. Hammock presented Passover request for board consideration, the dates being March 29th, through April 12th, 2026.

On a motion by Mr. Voisard, seconded by Mr. Meert, with all in favor, the Board approved the Passover event request with the contingency of requesting a rented dumpster, for Solterra Resort Community Development District.

Mr. Bullins reviewed the general manager's monthly report with the Members of the Board.

Mr. Bullins commented on revenue earnings and staffing control efforts.

Mr. Voisard commented on the maintenance needed in the front entrance of the community.

Discussion ensued amongst the members of the Board regarding community gym needs.

On a motion by Mr. Voisard, seconded by Mr. Meert, with all in favor, the Board approved the exercise equipment proposal (\$9,699.70), for Solterra Resort Community Development District.

Mr. Bullins reviewed renderings and pricing for signage in Pool area with the Members of the Board.

Members of the Board continue discussion regarding signage in Pool area.

Mr. Mendes stated he would reach out to EGIS regarding signage project and how it impacts the annual fees.

On a motion by Ms. Wienker, seconded by Ms. Higham, with all in favor, the Board approved not to exceed \$13,000 for signage project, for Solterra Resort Community Development District.

FOURTH ORDER OF BUSINESS

Landscape Maintenance Updates

1. Quarterly Palm Injection Proposal

2. Updates on Potted Plant Enhancements- Ms. Wienker
3. Updates on Pine Straw Service Order

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board approved estimate # 629211 for irrigation repairs, for Solterra Resort Community Development District.

On a motion by Mr. Voisard, seconded by Mr. Meert, with all in favor, the Board approved Yellowstone Landscaping quarterly palm injection proposal (\$750.00), for Solterra Resort Community Development District.

The Members of the Board reviewed and discussed landscape bids and irrigation repairs for consideration.

Mr. Mendes stated he would set up an onsite meeting with Ms. Higham and Yellowstone Landscaping regarding Pine Straw and plant enhancement in the clubhouse area.

Ms. Wienker updated the members of the board on the potted plant project.

Mr. Mendes stated he would inquire about hydro seeding options for wildflower seeds.

Mr. Witman informed the Board that Yellowstone will be putting pine straw down next week in the community.

Ms. Hammock stated she would draft a surplus resolution for next meeting's agenda.

FIFTH ORDER OF BUSINESS

Aquatic Maintenance Updates

1. Waterway Inspection Report
2. Midge Fly Project Proposal
3. Fish Stocking Proposal
4. Pond Planting Proposal

Matt reviewed pond maintenance updates with the Members of the Board and presented proposals for mosquito control.

An in-depth discussion ensued amongst the Members of the Board regarding the proposals for consideration.

The Members of the Board requested an estimate for aerator and fountain maintenance from aquatic vendor.

The Board Members requested this to be added to the March/April Board of Supervisors meeting agenda.

SIXTH ORDER OF BUSINESS

F&B Committee Updates

1. LLP Licensing Updates

Mr. Mendes opened the topic for discussion with the members of the board.

Sandra updated the board on the LLP licensing process and stated everything is on track for a January 1st update.

Mr. Voisard requested a staffing labor budget report from the Artemis team.

Members of the Board discussed food and beverage operation in depth and discussed the risk to reward ratio.

The Members of the Board and District Staff discussed food and beverage operation responsibilities.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

1. Oak Spring Parking Updates

2. Updates on Additional Parking Options

Mr. Woodcock provided printed copies to the Members of the Board and reviewed the oak spring parking updates.

The Members of the Board discussed and reviewed the parking updates and plans Mr. Woodcock had for parking.

The meeting recessed at 11:56 AM and reconvened at 12:26 PM.

B. District Counsel

1. Updates on Bond Counsel Review

Ms. Hammock Updated the Members of the Board on discussions with bond council regarding the food and beverage operation.

Ms. Hammock reviewed capacity of new bonds that are available if needed.

Ms. Hammock stated she is still working on cell tower of approval.

Mr. Mendes stated he would review with the financial team whether the surplus in the investment accounts is earning positive interest and the board requested additional options for interest-earning accounts.

Ms. Hammock commented on upcoming ethics training for the board members.

C. District Manager

1. Quarterly Website Audit

2. Budget Reviews – Mr. Neelam

Mr. Mendes informed the Board of the current budget updates stating the landscape RFP is in progress and that Yellowstone has sent a revised scope of services.

Mr. Mendes stated that he is scrubbing the monthly bill against current contracts, and ensuring all invoices are being coded to proper line items for accurate budget period, this will ensure an accurate propped budget.

Mr. Mendes stated the cafe amenities budget will be separated from general fund revenue and expenses; amenities will be separated from cafe to ensure accuracy.

The Members of the Board discussed and reviewed the current contracts.

The Board reviewed the landscape RFP options currently available.

An in-depth discussion ensued amongst the Members of the Board regarding budget allocations.

Mr. Mendes stated he would set separate all budgets to general reserve fund, and food and beverage.

Mr. Mendes stated he would include bids of consulting services and examples.

Ms. Hammock stated she would send the reserve account information to Mr. Neelam.

EIGHTH ORDER OF BUSINESS

**Consideration of the Meeting Minutes
of the Board of Supervisors Meeting
Held on October 3, 2025**

Mr. Mendes presented the meeting minutes of the Board of Supervisors Meeting held on October 3, 2025, to the Board Members and asked if there were any questions or revisions.

No revisions were requested.

On a motion by Mr. Voisard, seconded by Mr. Neelam, with all in favor, the Board approved the Meeting Minutes of the Board of Supervisors Meeting Held on October 3, 2025, for Solterra Resort Community Development District.

NINTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for the
Month of September 2025**

Mr. Mendes presented the operation and maintenance expenditures for the Month of September 2025 to the Board Members and asked if there were any questions. There were none.

Mr. Mendes presented a review of the current billing setup to the Board.

On a motion by Mr. Voisard, seconded by Mr. Neelam, with all in favor, the Board ratified the Operation and Maintenance Expenditures for the Month of September 2025 (\$181,813.63), for Solterra Resort Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Pool Services

Mr. Mendes presented the proposals for consideration for pool services to the members of the board.

On a motion by Ms. Higham, seconded by Mr. Neelam, with all in favor, the Board approved Resort Pools agreement for pool services, for Solterra Resort Community Development District.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board approved to terminate current pool services with Spies and pool service vendor, for Solterra Resort Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Pool Resurface Proposals

Mr. Mendes reviewed the pool resurface proposals for consideration with the Members of the Board stating NV's price is \$369,000, Vermana's price \$391,590.00, and Arinton's pricing of \$345,300.

The Members of the Board reviewed the proposals for consideration in detail.

Ms. Higham requested the scope of work to include red, green and blue lights on all replacements, and also to include lighting in the lazy river.

TWELFTH ORDER OF BUSINESS

Resolution 2026-02, Setting Public Hearing on Amended Rules and Procedures

1. Memorandum: Updated Provisions of the District's Rules of Procedures
2. Amended and Restated Rules and Procedures

Ms. Hammock reviewed Resolution 2026-02, Setting Public Hearing on Amended Rules and Procedures, with the Members of the Board and commented on new legislation updates.

The Members of the Board proposed a public hearing date of January 9th, 2026.

Mr. Mendes stated he will gather ads from District Counsel and run ads accordingly.

On a motion by Mr. Voisard, seconded by Ms. Wienker, with all in favor, the Board adopted Resolution 2026-02, Setting Public Hearing on Amended Rules and Procedures, for Solterra Resort Community Development District.

THIRTEENTH ORDER OF BUSINESS

Resolution 2026-03, Setting Public Hearing on Amended Towing Rules and Amenity Policies

1. Redline Amended Rules Relating to Overnight Parking and Parking Enforcement

Ms. Hammock reviewed and discussed with the members of the Board, the public hearing proposed date of January 9th, 2026.

Mr. Mendes stated he will run ads for both public hearings for January 9th, 2026.

Board of the Board and District Staff discussed Proptia updates.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board adopted Resolution 2026-03, Setting Public Hearing on Amended Towing Rules and Amenity Policies, for Solterra Resort Community Development District.

FOURTEENTH ORDER OF BUSINESS

Resolution 2026-04, General Elections Resolution

Ms. Hammock reviewed resolution 2026-04, general elections resolution with the Members of the Board and asked if there were any questions. There were none.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board adopted Resolution 2026-04, General Elections Resolution, for Solterra Resort Community Development District.

FIFTHTEENTH ORDER OF BUSINESS

Resolution 2026-05, Amending FY 2024-2025 Budget (Under Separate Cover)

Mr. Mendes reviewed the budget lines that needed to be revised with the members of the Board and asked if there were any questions. There were none.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, the Board adopted Resolution 2026-05, Amending FY 2024-2025 Budget, for Solterra Resort Community Development District.

SIXTHTEENTH ORDER OF BUSINESS

Shade Session

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, The Board opened the shade session at 1:02 p.m., for Solterra Resort Community Development District.

The Members of the Board conducted the shade session.

On a motion by Mr. Voisard, seconded by Ms. Higham, with all in favor, The Board closed the shade session at 2:06 p.m., for Solterra Resort Community Development District.

SEVENTEENTH ORDER OF BUSINESS

**Supervisor Requests &
Audience Comments**

Mr. Mendes presented Chairman Meert's resignation and stated district staff will solicit for open board seats.

Ms. Wienker stated she would oversee town hall meetings moving forward.

Mr. Mendes stated the deadline to submit applications for the vacant board seat, would be November 24th, 2025.

Ms. Wienker discussed painting utility boxes, Ms. Hammock responded to the inquiry and stated she would review the approvals.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Voisard, seconded by Mr. Neelam, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 2:15 p.m. for Solterra Resort Community Development District

[SIGNATURES ON FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Tab 3

ESTIMATE

Amazon Design Graphics, Inc
590 Shoal Creek Dr.
Ocoee, FL 34761

amazondesigngraphics@yahoo.com
+1 (407) 522-7222
www.amdegra.com



Bill to
Diana Garcia
Artemis Lifestyle Services
5200 Solterra Blvd
Davenport, FL 33837

Estimate details
Estimate no.: 1018
Estimate date: 10/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Banner	PRINTING of LIGHT POLE BANNERS: 31.5" x 60" Blackout 18 oz. Custom Designed Banners, Double-sided	12	\$135.00	\$1,620.00
2.		Installation	SWAPPING OF LIGHT POLE BANNERS: Swapping of each Light Pole Banner for min. of 6...Includes labor and materials. Also, it includes cleaning and storing banners that are removed.	12	\$50.00	\$600.00
3.		Misc.	Use of INSTALLATION EQUIPMENT....FLAT FEE per job...usually \$300	1	\$200.00	\$200.00
4.		Design Fee	Simple Custom Design of Pole Banners...INCLUDED w/order	1	\$0.00	\$0.00
					Subtotal	\$2,420.00
					Sales tax	\$157.30
					Total	\$2,577.30

Accepted date

Accepted by

Tab 4



LLS Tax Solutions Inc.
1645 Sun City Center Plz,
#5027
Sun City Center, FL 33571
Telephone: 850-754-0311
Email: liscott@llstax.com

November 3, 2025

Solterra Resort Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Solterra Resort Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- Solterra Resort Community Development District (Polk County, Florida) \$9,420,000 Special Assessment Bonds, Series 2018

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that

the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the three-year bond calculation period beginning October 4, 2024, through the period ending October 3, 2027, is \$1,500, which is \$500 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Solterra Resort Community Development District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

Tab 5

**PROJECT MANUAL
FOR
POOL RESURFACING PROJECT**

***SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT***

December 29th, 2025

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
POOL RESURFACING PROJECT**

TABLE OF CONTENTS

- I. Proposal Package
 - A. Request for Proposals
 - B. Instructions to Proposers
 - C. Evaluation Criteria

- II. Proposal Documents
 - A. Official Proposal Form
 - B. Bid Price Sheet
 - C. Organizational Information of Proposer
 - D. Sworn Statement on Public Entity Crimes
 - E. Affidavit of Non-Collusion
 - F. Sworn Statement Regarding Scrutinized Companies
 - G. Trench Safety Affidavit
 - H. Anti-Human Trafficking Affidavit
 - I. Affidavit Regarding Proposal
 - J. Pool, Spa, and Lazy River Resurfacing Project Scope Sheet

- III. Form of Agreement
 - A. Form of Agreement
 - B. Form of Performance and Payment Bonds

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR POOL RESURFACING SERVICES PROJECT**

Notice is hereby given that the Solterra Resort Community Development District (“District”) will receive proposals from vendors interested in providing pool resurfacing, repair and enhancement services for the Amenity Center Pool, Spa, and Lazy River located at the Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837 (“Project”), as more particularly described in the Project Manual **and in accordance with applicable Project plans and specifications.**

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available and may be obtained beginning _____, 2025, at 12:00 p.m. by e-mailing bmendes@rizzetta.com, with the subject line “RFP for Pool Resurfacing Services Project.” **Specifications will be distributed electronically.**

The District is a special-purpose unit of local government created by Chapter 190, Florida Statutes. The entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) be authorized to do business in Florida; and (ii) hold all required state federal, and local licenses, including those with Polk County, in good standing; and (iii) have at least five (5) years’ experience with commercial pool resurfacing projects of similar size and scope, with at least three (3) successfully completed projects in the past three (3) years; and (iv) comply with Florida’s E-Verify requirements; and (v) be fully licensed and insured. Each Proposer should also attend the pre-proposal meeting and failure to do so may result in rejection of the proposal or a reduction in responsiveness of Proposer’s proposal, as evaluated by the District.

Firms desiring to provide services for the referenced Project must submit one (1) original hard copy and one (1) electronic copy in PDF format stored on a USB thumb drive of the required proposal no later than _____ a./p.m. (EST) on _____, 202_, at the Solterra Resort Amenity Center, c/o Solterra Resort Community Development District, 5200 Solterra Boulevard, Davenport, Florida, 33837 Attn: Solterra Resort CDD, District Manager. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS – SOLTERRA RESORT CDD – POOL RESURFACING PROJECT” on the face of it. The District Manager, or his designee, will conduct a special public meeting at that place and time to publicly open the proposals.

Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager’s Office at least three (3) business days before the meeting by contacting the District Manager at (407) 472-2471, or at bmendes@rizzetta.com. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Manager’s Office. A copy of the agenda for the meeting may be obtained from the District Manager at 8529 South Park

Circle, Suite 330, Orlando, Florida 32819, by calling (407) 472-2471, or by e-mail at bmendes@rizzetta.com. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. Hard copies of the proposals may be either hand-delivered or delivered via UPS or FedEx only. Proposals received after the time and date stipulated above will not be considered. Proposers are responsible for timely delivery of their proposals. The District reserves the right to return unopened to the Proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of sixty (60) days after the proposal opening. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the specifications, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual, together with a protest bond in a form acceptable to the District. For protests other than those related to the Project Manual, the protest bond shall be in an amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, and are available from the District Manager, Rizzetta & Company, Inc., at 8529 South Park Circle, Suite 330, Orlando, Florida 32819, by calling (407) 472-2471, or by e-mail at bmendes@rizzetta.com.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

All questions regarding the Project Manual or this project shall be directed in writing via e-mail to the District Manager, Brian Mendes, at bmendes@rizzetta.com, with an e-mail copy to District Counsel, Meredith W. Hammock, Esq., at meredith@cddlawyers.com and Savannah Hancock, Esq., at savannah@cddlawyers.com, and Amenity Manager, Joe Bullins, at jbullins@artemislifestyles.com. No phone inquiries please.

Solterra Resort Community Development District
Brian Mendes, District Manager

Publication Date: December 29th, 2025

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS
POOL RESURFACING PROJECT
Polk County, Florida

Solicitation and Award Schedule:

DATE	EVENT
December 29 th , 2025	Notice of RFP Published & Posted
December 29 th , 2025	Project Manual Available Upon Request
December 29 th , 2025- January 16 th , 2025	Site Available for Inspection (Contact Joe Bullins at jbullins@artemislifestyles.com to coordinate site visit)
January 16 th , 2025@5pm (EST)	Deadline for Questions
January 16 th , 2025@5pm (EST)	Proposals Due / Public Opening
February at 10:00 a.m. (EST)	Board Meeting to Evaluate Proposals & Award Contract

SECTION 1. DUE DATE; SUBMISSION OF PROPOSALS. Submit one (1) original hard copy and one (1) electronic copy in a PDF formatted stored on a USB thumb drive of the required proposal, including a complete Project Manual and any Addenda thereto, either hand-delivered or delivered via UPS or FedEx only, by _____ a./p.m. on _____, at **5200 Solterra Boulevard, Davenport, Florida, 33837 Attn: Solterra Resort CDD, District Manager** . Proposals will be publicly opened at that time.

Proposals must be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through UPS or FedEx, the sealed envelope shall be enclosed in a separate envelope with a notation, "RESPONSE TO REQUEST FOR PROPOSALS – SOLTERRA RESORT CDD – POOL RESURFACING PROJECT" on the face of it. Proposer assumes sole and full responsibility for timely delivery at the location designated for receipts of Proposals, regardless of delivery method chosen. Proposals received after the time and date specified herein will not be accepted and will be returned unopened. Proposers are advised to confirm receipt of the Proposal in advance of the deadline for submission.

SECTION 2. [OPTIONAL] PRE-BID CONFERENCE. There will be a pre-bid conference on _____, at _____ a./p.m. (EST), at the **Solterra Resort Amenity Center, 5200 Solterra Boulevard, Davenport, Florida 33837**. The pre-bid conference is optional. The pre-bid conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. Attendees will be required to provide contact information so that the District may provide any addenda or other communication throughout the bid process.

SECTION 3. CONTRACT AWARD. The District reserves the right to award a contract for all or part of the work, or to award multiple contracts for the separate components of the work. Within ten (10) business days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in substantially the form included in the Project Manual, unless requested otherwise by

the District. **Proposers are advised to carefully review the form contract documents included in this Project Manual prior to submitting a Proposal.**

SECTION 4. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Affidavit Regarding Proposal. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Proposer must (i) be authorized to do business in Florida; and (ii) hold all required state federal, and local licenses, including those with Polk County, in good standing; and (iii) have at least five (5) years' experience with commercial pool resurfacing projects of similar size and scope, with at least three (3) successfully completed projects in the past three (3) years; and (iv) comply with Florida's E-Verify requirements; and (v) be fully licensed and insured.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed by e-mail only to Brian Mendes, at bmendes@rizzetta.com, with an e-mail copy to District Counsel, Meredith W. Hammock, Esq., at meredith@cddlawyers.com and Savannah Hancock, Esq., at savannah@cddlawyers.com, and Amenity Manager, Joe Bullins, at jbullins@artemislifestyles.com. **No phone inquiries please.** All questions must be received no later than **5:00 p.m. (EST) on January 16th 2026**, to be considered. Interpretations or clarifications considered necessary by the District representative in response to such questions will be issued by Addenda e-mailed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will

be distributed to all Proposers. No inquiries will be accepted from subcontractors. The Proposer shall be responsible for all queries.

An interpretation, correction, or change of the Proposal Documents considered necessary by the District will be made by Addendum and sent via e-mail or otherwise delivered to all parties having received the Project Manual. **Prior to submitting its Proposal, each Proposer shall ascertain that it has received all Addenda issued, and it shall acknowledge such receipt in the space provided in the Proposal Form.**

SECTION 9. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time. A Proposal may not be modified, withdrawn or canceled by the Proposer for **sixty (60) calendar days** following the time and date designated for the receipt of Proposals, and Proposer so agrees in submitting his Proposal.

SECTION 10. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal must contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on an Affidavit Regarding Proposal). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents and acknowledgment that Proposer has conducted a thorough review of all documents. Any interlineations, alteration or erasure must be initialed by the signer of the Proposal; failure to do so may cause the Proposer's proposal to be considered non-responsive. Proposer shall make no stipulation on the Proposal Form nor qualify his Proposal in any manner; to do so may classify the Proposal as being non-responsive. The Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Proposer.

SECTION 11. FLORIDA TRENCH SAFETY ACT. Proposers shall complete and submit the Florida Trench Safety Act Statements, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this Project, state so thereon. Contractor shall be responsible for compliance with all trenching and shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed. Contractor shall maintain a copy of such statement and shall provide said statement to the District upon request.

SECTION 12. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. The form of agreement included herein sets forth certain minimum

insurance requirements. In the event the Proposer is notified of award, it shall provide proof of insurance identifying the District, its staff and supervisors, and each of their staff, employees, officers, agents and supervisors as additional insureds, within ten (10) business days after notification, or prior to beginning any work, whichever occurs first, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 13. FINANCIALS. The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide additional proof of financial capability, including, if requested, audited financial statements from the last three (3) years, as required in the sole discretion of the District.

SECTION 14. PERFORMANCE AND PAYMENT BONDS. Each Proposer should submit a Letter of Qualification from an acceptable Surety Company (on Surety letterhead), or an acceptable bank in the form of a demand note or similar bond form, stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Section 255 forms of bonds, Surety shall comply with the following provisions:

- A. Surety must be licensed to do business in the State of Florida.
- B. Surety must have been in business and have a record of successful continuous operations for at least three (3) years.
- C. Surety must have fulfilled all of its obligations on all other bonds given to the District, if applicable.
- D. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Upon contract award, if such award exceeds \$200,000 in costs as specified in the statute, the successful Proposer will be required to furnish Payment and Performance Bonds in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the Proposal Documents and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract, with such acceptable sureties, secured through the Proposer's usual sources as may be agreeable to the parties. The Proposer shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

Within five (5) business days of contract execution, and as a condition of the issuance of the Notice to Proceed, the Proposer shall have the Payment and Performance Bonds recorded in the Polk County Clerk of the Courts Official Records. After the bonds have been recorded and assigned a book and page number, the Proposer shall provide the District and District Engineer with copies of said recorded bonds. No work can commence until the required bonds or other acceptable security have been delivered to the District and the District Engineer. Upon receipt of the bonds or other acceptable security the District may issue a Notice to Proceed.

SECTION 15. PRICE PROPOSAL; SCHEDULE OF VALUES AND PROJECT SCHEDULE. Proposer shall complete the Bid Price Form and submit a Schedule of Values for the proposed work for review and approval by the District. The Schedule of Values for all of the work will include quantities and prices of items derived by the Proposer aggregating the pricing for each component of the work. Each section shall contain integral component parts of the work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the work during construction. Such prices may include an appropriate amount of overhead and profit applicable to each main section. If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein within five (5) business days of request, or if the provided Schedule of Values is deemed inadequate by the District Engineer, the District reserves the right to disqualify the Proposal or terminate the contract. An Initial Project Schedule for the work included in the Proposal shall be submitted with the Proposal.

SECTION 16. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its supervisors, officers, agents and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the contract documents that form part of the Project Manual as provided herein.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 18. MISCELLANEOUS PROPOSAL REQUIREMENTS. All Proposals must include the following information in addition to any other requirements of the Project Manual:

- A. Completed Proposal Documents section.
- B. A narrative description of the Proposer's approach to each component of the work.
- C. Detailed project schedule which shall be used in the Proposal evaluation. This must be included as part of the Proposal. Schedules which provide for the most efficient completion of the entire project are preferred. The Contractor will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.
- D. Complete Bid Price Form. This must be included as part of the Proposal and is an important part of the Proposal evaluation. Further, the selected Contractor will be required to submit an itemized schedule of values outlining all work items which will be used for pay requests. The schedule of values and proposal must balance, both for purposes of the Proposal and for the pay requests.
- E. List position or title and corporate responsibilities of key management or supervisory personnel. Please include resumes for each person listed.

- F. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications listed.
- G. Three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as the name, address and phone number of a contact person. Highlight previous or currently contracted work with other community development districts.
- H. Documentation of financial capability.
- I. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance. See contract documents for required insurance coverage.
- J. Letter of Qualification from an acceptable Surety Company (on Surety letterhead), or an acceptable bank in the form of a demand note or similar bond form, stating that the Proposer is bondable for the amounts required by the Contract Documents.
- K. Completed copies of all other forms included within the Project Manual.

SECTION 19. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following (as used herein, "Contractor" shall mean the successful Proposer):

- A. All Proposals shall include complete copies of all other forms included within the Project Manual, fully signed and notarized where required.
- B. The documents contained within the Project Manual, including the Form of Agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designee's attention in writing before proceeding with the work affected thereby.
- C. By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Proposer agrees that their proposal will include all costs necessary to perform the work based on conditions that are reasonably apparent from a visual inspection of the site.
- D. The Contractor is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction and its costs.

- E. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site and shall provide a written coordination plan to the District within fourteen (14) days of contract award. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- F. If any are required, Contractor shall secure and pay for necessary permits or approvals.
- G. The Contractor shall complete the work in a professional and workman like manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- H. Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the work. This should also include the coordination of safety and protection associated with all aerial and underground facilities related to the work.
- I. All existing trees, sod, irrigation, and other landscaping (if proposed to be impacted) to remain must be protected and replaced in the event of damage. Contractor shall include in its bid costs to replace landscaping to its original condition at the conclusion of the Project.
- J. The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Project Manual and the execution of the work.
- K. The Proposer shall specify subcontractors, if any, to be used for major work items.
- L. The Proposer can complete construction on or before **March 8th, 2026**, for selected scope(s).
- M. All work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of work until thirty-six (36) months after acceptance by all applicable regulatory authorities.

- N. All materials and services provided for by the Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, current Americans with Disabilities Act (“ADA”) Accessibility Guidelines, local, state and federal laws. By entering into an Agreement, the Contractor will be required to recognize that the indemnification provided for in the Contract Documents additionally extends to any fines, penalties, enforcement actions and claims made regarding the materials, construction and/or installation failing to comply with the ADA.

SECTION 20. PROTESTS. Notice of any protest regarding the Project Manual, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing to the District Manager, Brian Mendes, at bmendes@rizzetta.com, with a copy to District Counsel, Meredith W. Hammock, Esq., at meredith@cddlattorneys.com, and Savannah Hancock, Esq., at savannah@cddlattorneys.com, within seventy-two (72) hours after the receipt of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual.

Any person who files a notice of protest, related to the Project Manual or otherwise, shall provide to the District, simultaneously with the filing of the notice, a protest bond with a responsible surety to be approved by the District. For protests other than those related to the Project Manual, the protest bond shall be in an amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorneys’ fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor. No Proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District’s evaluation of the Proposer’s ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the Proposer’s clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal. The ranking and evaluation of the Proposals is subject to the individual scorer’s discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

SECTION 22. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed “permissive,” in that a Proposer’s failure to meet any requirement described in mandatory terms such as “must,” “shall,” “will,” “mandatory,” or similar language does not automatically disqualify the Proposer’s Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

SECTION 23. DISTRICT’S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its sole and absolute discretion that it is in the District’s best interests to do so. Such decisions by the District shall be final and binding on all parties.

SECTION 24. GROUNDS FOR REJECTION. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, the Proposer fails to demonstrate proper licensure and business organization, the Proposal identifies a duration of the Work which in the District’s evaluation, is not all inclusive of a complete and functioning Project from beginning to end, within the provided Contract Times of Completion. The District shall also have the right to reject any or all Proposals if the District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by District. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. A Proposal in any way incomplete or irregular may provide a basis for rejection.

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA - POOL RESURFACING PROJECT

MINIMUM QUALIFICATIONS

(PASS / FAIL)

An interested firm must: (i) be authorized to do business in Florida; and (ii) hold all required state federal, and local licenses, including those with Polk County, in good standing; and (iii) have at least five (5) years' experience with commercial pool resurfacing projects of similar size and scope, with at least three (3) successfully completed projects in the past three (3) years; and (iv) comply with Florida's E-Verify requirements; and (v) be fully licensed and insured.

PERSONNEL & EQUIPMENT

(15 POINTS)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; proposed staffing levels; capability of performing the work; consider whether the firm is a Polk County local business or proposes to utilize Polk County local business(es) to perform the work; availability of equipment and personnel, etc.

EXPERIENCE

(25 POINTS)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; claims history; etc.

FINANCIAL CAPABILITY

(10 POINTS)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

SCHEDULE

(25 POINTS)

This category addresses the timeliness of the Project schedule, as well as the Proposer's ability to credibly complete the Project within the Proposer's schedule. Time is of the essence of this Project.

PRICE

(25 POINTS)

This category addresses overall pricing for the Project, as well as consideration of unit prices and the overall reasonableness of the pricing. This category will be a combination of the combined analyses of actual price and reasonableness.

TOTAL POINTS

(100 POINTS)

OFFICIAL PROPOSAL FORM
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
POOL RESURFACING PROJECT
POLK COUNTY, FLORIDA

TO BE SUBMITTED TO:
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
Attn: District Manager
5200 Solterra Boulevard
Davenport, Florida, 33837
Due by January 16th 5p.m. (EST)

OFFICIAL PROPOSAL FORM
POOL RESURFACING PROJECT
POLK COUNTY, FL
(Attach as coversheet to detailed bid)

This Proposal has been prepared by:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

FL License #: _____

Email: _____

The Proposer understands and agrees to all items and requirements listed in the Project Manual, dated December __, 2025, including all addenda issued during the bidding time, and represents that it is familiar with the project location and Polk County Permitting requirements. In accordance with the Request for Proposals inviting proposals for Solterra Resort Community Development District – POOL RESURFACING PROJECT, the undersigned proposes to provide all work necessary to complete the work specified herein in accordance with all federal, state, county, and local authority regulations and standards, codes, and requirements, including but not limited to those of the Florida Department of Health, Florida Building Code, best professional practices in execution of the work and safety of the work, Southwest Florida Water Management District, utility authorities, and any other regulatory bodies having jurisdiction over the work.

DOCUMENTS AND ADDENDA

The Proposer submits that it has carefully examined the site and existing site conditions of the proposed Work, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposals, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, and all other components of the Contract Documents and acknowledges that it has received the addenda listed below.

Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____
Addendum/RFI # _____	Received (date): _____

QUALIFICATIONS

By submitting this Proposal, the Proposer certifies that it satisfies the following qualifications (initial each):

- _____ (1) Proposer is authorized to do business in Florida; and
- _____ (2) Proposer holds all required state federal, and local licenses, including those with Polk County, in good standing; and
- _____ (3) Proposer has at least five (5) years' experience with commercial pool resurfacing projects of similar size and scope, with at least three (3) successfully completed projects in the past three (3) years ; and
- _____ (4) Proposer will comply with Florida's E-Verify requirements; and
- _____ (5) Proposer is fully licensed and insured.

TOTAL PRICING

Proposer understands that the District may award a contract for all of the work or any component thereof, to modify the work, and to complete the work in phases in its discretion. Proposer also understands that pricing shall be based on the unit pricing submitted as part of this Proposal and that Proper must submit a detailed schedule of values.

With that understanding, the Proposer represents that it can complete **all Project components** for the total lump-sum price of: \$ _____ (please also provide a detailed Schedule of Values as a separate document and complete the Bid Price Form provided).

Pool Lump-Sum Price: \$ _____

Spa Lump-Sum Price: \$ _____

Lazy River Lump-Sum Price: \$ _____

Heater per pool (Add additional detail per pool and how the heater operates, i.e., gas, electric, both, chiller additions, etc. though it is anticipated the District will only exercise the option to install a heater at the lazy river.):\$ _____

Lights per pool (Add additional detail per pool and identify the type of lights proposed to be utilized.): \$ _____

Other add-ons: \$ _____ (Specify what the additional options are and how they operate and attach additional pages if needed.)

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. The Compensation provided for herein shall include all allowances to cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; and Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts. The price submitted shall be firm and final. No adjustments to allowances or the contract price shall be permitted for any reason, including but not limited to escalations in the cost of materials, labor, consultants, equipment rental costs, utilities, gasoline, or any other costs or expenses. The pricing and compensation herein included is a firm lump sum price for the completed Project and this forms a material part of the Agreement.

The undersigned Proposer, having a thorough understanding of the work required by the Contract Documents, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, and having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Contract with the District to fully perform all work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the prices as indicated in the Proposal Summary.

TIME

Proposer must attach a detailed proposed schedule as a separate document.

The District desires the selected Contractor to commence and realize final completion of construction no later than March 8th.

Proposer is available to begin the work described in this Project Manual starting February 9th, 2026.

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within _____ (____) days of the issuance of a Notice to Proceed.

Proposer submits that it can reach Final Completion of the work described in this Project Manual within _____ (____) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees that this Proposal shall be valid for a period of sixty (60) days from the date proposals are due. Proposer hereby acknowledges that any work provided, and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

(Signed)

(Print Name of Signatory)

This _____ day of _____, 202_.

(Corporate Seal)

Sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202_.

(Notary Seal)

Notary Public/ Expiration Date

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
ORGANIZATION INFORMATION OF PROPOSER
POOL RESURFACING PROJECT**

DATE SUBMITTED: _____, 202__

1. Proposer _____ / ☐ A Individual
(Company Name) / ☐ A Partnership
/ ☐ A Limited Liability Company
/ ☐ A Corporation
/ ☐ A Subsidiary Corporation
2. Proposer's Parent Company Name (if applicable) _____
3. Proposer's Parent Company Address (if applicable)
Street Address _____
P.O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax No. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
4. Proposer Company Address (if different)
Street Address _____
P.O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax No. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
5. List the location of Proposer's office that would perform Solterra Resort Community Development District work.
Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

—

2nd Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations?

Yes () No ()

If no, please explain _____

Date Incorporated _____ Charter No. _____

6.2 If no, provide the following:

The state in which the Proposer company is incorporated _____

Is the company in good standing with the state? Yes () No ()

If no, please explain _____

Date incorporated _____ Charter No. _____

7. Is the Proposer company a registered or licensed contractor with the State of Florida?
Yes () No ()

7.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

7.2 Is the Proposer company currently registered or licensed as a Contractor with Polk County and will maintain such registration/licensure in good standing throughout the project duration and any warranty period? Yes ☐ No ☐ If yes, provide license/registration number: _____

8. Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities: Aggregate Limit \$ _____
Single Project Limit \$ _____
Total Current Contracts Bonded \$ _____

9. Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

10. What are the Proposer's company's current insurance limits? (Please attach a current certificate of insurance demonstrating compliance with the minimum insurance requirements specified in the **Form of Agreement** for this Project.)

General Liability \$ _____
Automobile Liability \$ _____
Workers' Compensation \$ _____
Expiration Date _____

11. Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past two years? Yes ☐ No ☐

If yes, please describe each violation fine, and resolution _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes () No ()

If yes, please describe the incident: _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No ()

If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the experience of the proposed project manager(s)?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

14. List any and all litigation to which the organization has been a party in the last five (5) years.

15. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No ()

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

16. Identify all subcontractors Contractor intends to utilize for the project and describe the portion and percentage of work to be performed by each subcontractor. For each subcontractor, provide proof of appropriate licensing, insurance coverage, and safety record. Any change in subcontractors must be pre-approved in writing by the District. Attach additional sheets as necessary.

17. Provide three (3) references from projects of similar size and scope completed within the last five (5) years. Include detailed information relating to the work conducted for each reference including project value, completion date, as well as the name, address and phone number of a contact person. References from other special districts (CDDs) are preferred. All references must be verifiable.

Reference 1

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Contact Address:

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services: _____

Dates Serviced: _____

Reference 2

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Contact Address:

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services: _____

Dates Serviced: _____

Reference 3

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Contact Address:

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services: _____

Dates Serviced: _____

[Remainder of Page Left Intentionally Blank]

[Signature Page to Organizational Information of Proposer]

The undersigned hereby irrevocably authorizes and requests any person, firm, corporation, governmental entity, or other organization to furnish any information requested by the Solterra Resort Community Development District or its authorized agents to verify any statements made in this application or its attachments, assess the Proposer's qualifications for the Project, or evaluate the Proposer's ability, standing, integrity, past performance, efficiency, and reputation. This authorization shall remain in effect for the duration of the Project and any warranty period. The undersigned waives any and all claims against any party providing information pursuant to this authorization.

_____ By: _____

(Type Name and Title of Person Signing)

This _____ day of _____, 202_.

(Corporate Seal)

Sworn to by means of ☐ physical presence or ☐ online notarization before me this _____ day of _____, 202_.

(Seal)

Notary Public/ Expiration Date

SUPERVISORY PERSONNEL

Company Name _____

Date _____

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____)
)
COUNTY OF _____) SS

_____, being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202_.

Notary Public / Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

STATE OF _____)
) SS
COUNTY OF _____)

_____, is a member of the firm of _____,
being duly sworn, deposes and says that the statements and answers to the preceding questions are
correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion
of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the
District considers such action on the part of the Proposer to constitute good cause for rejecting
Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of
_____, 202_.

Notary Public / Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

STATE OF _____)
)
COUNTY OF _____) SS

(title) _____
of the _____,
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Officer must also sign here)

CORPORATE SEAL

Sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202_.

Notary Public / Expiration Date:

(SEAL)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON 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 Solterra Resort Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Section 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 any agency or political subdivision of any other state or of 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.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 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.
5. I understand that a "person" as defined in Section 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.

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

- ___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees members or agents who are active in the 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.
- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL

SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, *FLORIDA STATUTES*, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202_, by_____.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
AFFIDAVIT OF NON-COLLUSION**

STATE OF FLORIDA
COUNTY OF _____

I, _____, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a
(officer or principal) in the firm of _____ and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this _____ day of _____, 202_.

Signature by authorized representative of Proposer

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202_, by _____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), *FLORIDA STATUTES*,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, THE
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS
LIST, OR THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL 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 Solterra Resort 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, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 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 One Million Dollars (\$1,000,000.00) or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Solterra Resort Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List.
4. If awarded the contract, the entity will immediately notify the Solterra Resort Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List.

[Sworn Statement Signature Page]

STATE OF FLORIDA)
COUNTY OF _____)

Signature by authorized representative of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 202_, by_____.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

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. All Proposers are 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 Project's Proposal.

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 Proposal.

Dated this _____ day of _____, 202_.

Proposer: _____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, 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: _____

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 all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

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

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

<u>Type of Trench Safety Mechanism</u>	<u>Quantity</u>	<u>Unit Cost¹</u>	<u>Item Total Cost</u>
<u>Project Total</u>			

Dated this _____ day of _____, 202_.

Proposer: _____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202_, 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.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, [name] _____, as [position] _____, on behalf of [company] _____ (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

COMPANY: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ☐ physical presence or ☐ remote notarization by _____, as _____, of _____ who is ☐ personally known to me or ☐ who produced _____ as identification this _____ day of _____, 202_.

(Notary Seal)

Notary Public

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. 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 _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.
2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Solterra Resort Community Development District’s (“District”) request for proposals for landscape maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.
3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.
4. The Proposer agrees through submission of the Proposal to honor all pricing information for sixty (60) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.
5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: _____.
6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual **(i.e., by no later than December 29th, 2025 at 5:00 PM (EST))**, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.
7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary

to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 202_.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202_, by _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

SOLTERRA RESORT CDD
POOL, SPA, AND LAZY RIVER RESURFACING PROJECT SCOPE SHEET

Project: Solterra Resort Amenity Center Pool, Spa, and Lazy River Resurfacing

Address: 5200 Solterra Boulevard, Davenport, Florida 33837.

Re: Complete resurfacing and installation of heating/cooling equipment for (1) Lazy River, (2) Spa, and (3) Family Pool (hereinafter collectively “Pools”).

Contractor’s proposal shall specify all manufacturer’s warranties, and Contractor shall provide a minimum warranty of workmanship for all work performed. All work provided for in the Project Manual shall be warranted by Contractor, at minimum, from commencement of work until twenty-four (24) months after final acceptance by all applicable regulatory authorities and the District.

Contractor must furnish all Supervision, Labor, Materials, and Equipment necessary to perform the following work:

1. Resurface of Pools

[Rizzetta to provide scope of work]

2. Install Pool Heating Equipment (Lazy River Only but please give bid alternatives for the other two water bodies)

[Rizzetta to provide scope of work]

Exhibit A:
Pool Specification and Drawings

[Rizzetta to provide. If no specifications or drawings will be available, please advise, so this section can be removed and references to specifications and drawings throughout the RFP can be removed.]

DRAFT

SECTION 3: FORM OF AGREEMENT

AGREEMENT FOR POOL RESURFACING PROJECT AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____ 2026, by and between:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and having a mailing address of c/o Rizzetta & Company, Inc. 8529 South Park Circle, Suite 330, Orlando, Florida 32819 ("District"); and

[NAME OF CONTRACTOR/VENDOR], a [type of business entity], with a mailing address of [address] ("Contractor" and, together with the District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes, which was established for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure supporting community development within the District; and

WHEREAS, the District has a need to retain an independent contractor to provide the pool resurfacing, equipment installation, and maintenance services described herein; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide the services identified in **Exhibit A**, attached hereto and incorporated by reference herein, in accordance with the terms of this Agreement ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DUTIES. District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A. Scope.** Contractor shall provide the Services identified in **Exhibit A**, including any effort reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein. To the extent any of the provisions of this Agreement conflict with the provisions of **Exhibit A**, this Agreement controls. Should any error, inconsistency, or omission appear in the Services or

related documents, Contractor, before proceeding with the Services, must promptly notify the District in writing for the proper adjustment, and in no case proceed with the Services in uncertainty. Failure to notify the District of known errors, inconsistencies, or omissions shall constitute a waiver of any related claims by Contractor.

- B. **Property.** This Agreement grants to Contractor the right to enter the District property that is subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. To the extent the Contractor needs to use or access non-District property while providing the Services, Contractor shall coordinate such use in advance with the District Representative (as defined herein).
- C. **Permits and License.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- D. **Standard of Performance.** Contractor shall perform all Services in a neat and workmanlike manner and shall use industry best practices and procedures when carrying out the Services. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials incorporated into the Services.
- E. **Means and Methods.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects of the Services to ensure efficient and full completion.
- F. **District Representative.** Contractor shall report directly to Brian Mendes, who serves as District Manager, or his or her designee (the "District Representative"). Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to complete repair of any damage resulting from Contractor's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days. If Contractor fails to make such repairs within the specified timeframe, the District may complete the repairs and deduct the cost from any amounts owed to Contractor or seek reimbursement from Contractor.
- G. **Timing.** The Services shall commence no later than [start date] and shall be substantially complete no later than [end date], with final completion including all punch list items within thirty (30) days thereafter, unless otherwise agreed in writing by the Parties. Contractor shall notify the District Representative in writing immediately upon recognizing any potential for a delay delivering the Services

caused by itself or another contractor. Contractor must coordinate the Services with others performing work for the District as may be necessary to successfully and safely complete the Services or as the District directs.

- H. **Clean-Up.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials, debris, or rubbish caused by operations under the Agreement, and shall implement appropriate dust control measures during the Services to prevent contamination of the pool area and surrounding facilities. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor and may be applied as an offset to the final payment to Contractor.
- I. **Subcontractors.** Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create contractual relationships between any subcontractor and the District.

SECTION 3. COMPENSATION AND PAYMENT.

- A. **Amount.** The District shall pay Contractor a total of [**compensation amount**] (\$xxx), in accordance with unit prices set forth in **Exhibit A**, with 90% payable upon substantial completion and the remaining 10% payable upon final completion and acceptance by the District, including resolution of all punch list items, for the Services identified in **Exhibit A**. Such amounts include all equipment, materials, permits and labor necessary for full execution of the Services. Contractor shall maintain records conforming to usual accounting practices.
- B. **Payments and Invoices.** All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District's adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted.
- C. **Additional Services.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

- D. *Conditions Precedent to Payment.*** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. TERM AND TERMINATION.

- A. *Term.*** This Agreement shall become effective as of the date first above written and shall terminate upon completion of the Services set forth herein and described in any amendment hereto, unless terminated in accordance with the terms of this Agreement.
- B. *Termination.*** The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 5. WARRANTY. The Contractor warrants to the District that all materials furnished by Contractor under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement which Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by the Contractor pursuant to this Agreement shall be warranted for labor and workmanship for at least five (5) years from the date of acceptance of the Services by the District, and any manufacturer warranties for materials shall be assigned to the District immediately upon completion. The term of any warranty described in **Exhibit A** attached hereto shall be incorporated in this Agreement by reference. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefor, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, without intending to limit any other remedies,

Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, practices, and all applicable industry codes and guidelines for commercial pool resurfacing projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District.

SECTION 6. INSURANCE.

- A. *Limits.*** The Contractor shall maintain throughout the term of this Agreement maintain insurance with limits of liability not less than the following:

Workers Compensation	In accordance with the laws of Florida
Employer's Liability Coverage	\$1,000,000 per accident or disease
General Liability*	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$2,000,000/\$3,000,000
<i>*Must include Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation</i>	
Automobile Liability covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed	
<i>Bodily Injury and Property Damage</i>	\$1,000,000 combined single limit

- B. *Requirements.*** The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Additional Insureds") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to

commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier maintaining an A.M. Best Rating of A-VII or better and licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

- C. ***Failure to Obtain Insurance.*** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation 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.

SECTION 7. INDEMNIFICATION.

- A. ***Indemnification by Contractor.*** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, and notwithstanding any limitation of liability set forth elsewhere in this Agreement, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Indemnitees"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.
- B. ***Limit.*** To the extent a limitation is required by law, the obligations under this section shall be limited to no more than Two Million Dollars (\$2,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
- C. ***Obligations.*** 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. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against the Contractor. The

provisions of this Section 7 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this Section 7 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

- D. Subcontractors.** Contractor shall ensure that all subcontracts related to the Services include this Section for the benefit of the Indemnitees.

SECTION 8. LIMITATION OF GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and the District expressly reserves all immunities, defenses, and limitations of liability afforded by law, 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.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including but not limited to all applicable building codes, permitting requirements, and safety regulations, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 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. If 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 all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND ENFORCEMENT.

- A. **Remedies.** 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 actual damages, consequential damages, and/or specific performance. The District shall also have the right to terminate this Agreement immediately upon written notice for cause.
- B. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.
- C. **Attorney Fees.** If either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.
- D. **Third-Party Interference.** The District shall have the right, but not the obligation, to enforce 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. Contractor shall cooperate with and assist the District in any such enforcement action at no additional cost to the District.
- E. **Claims for Construction Defects.** To the extent any of the Services described herein are classified as construction services, CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

SECTION 12. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. Contractor shall be solely responsible for all labor, materials, equipment, tools, supplies, permits, fees, and licenses required to perform the Services. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

SECTION 13. 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 Contractor: [CONTRACTOR]

Attn: _____

B. If to District: Solterra Resort Community Development District
c/o Rizzetta & Company, Inc.
8529 South Park Circle, Suite 330
Orlando, Florida 32819
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

SECTION 14. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 15. 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*. Among other requirements and to the extent applicable by law, 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 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 Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements and shall provide written certification to the District of such destruction within 30 days of the records' destruction. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that, pursuant to Section 287.058(c), *Florida Statutes*, the District may unilaterally cancel this Agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, unless such records are exempt under Florida law. Contractor acknowledges that the designated Public Records Custodian for the District is **Rizzetta & Company, Inc.**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 472-2471, BMENDES@RIZZETTA.COM, AND 8529 SOUTH PARK CIRCLE, SUITE 330, ORLANDO, FLORIDA 32819.

SECTION 16. CONTRACTOR CERTIFICATIONS.

- A. *Capability.*** Contractor has the capacity to furnish (directly or by subcontract or through vendors) any tools, materials, supplies, equipment and labor necessary to complete the Services required of Contractor under this Agreement and Contractor has sufficient experience and competence to perform the Services under the Agreement and meets the qualification standards set forth herein.
- B. *Authorization.*** Contractor is authorized to do business in Polk County and the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Services.
- C. *E-Verify Requirements.*** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida*

Statutes, and Contractor shall be liable for any costs incurred by the District due to such termination. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

- D. *Scrutinized Companies.*** In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- E. *Anti-Human Trafficking.*** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.
- F. *Public Entity Crimes.*** Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- G. *Foreign Influence.*** Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 17. MISCELLANEOUS.

- A. *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.
- B. *Arm's Length Transaction.*** This Agreement has been negotiated fully between

the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement 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.

- C. ***Execution.*** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties agree that electronic signatures may be used to sign this Agreement and shall have the same force and effect as a written signature.
- D. ***Headings for Convenience Only.*** 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.
- E. ***Agreement; Amendments.*** This instrument shall constitute the final and complete expression of agreement between the Parties relating to the subject matter of this Agreement. 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 Parties.
- F. ***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.
- G. ***Successors; Assignment.*** 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. Notwithstanding the foregoing, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any assignment shall require the assignee to assume all obligations under this Agreement. Any purported assignment without such approval shall be void.
- H. ***Authorization.*** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with

the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement to be effective on the day and year first written above.

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

☐ Chairperson/ ☐ Vice Chairperson,
Board of Supervisors
Date: _____

[CONTRACTOR]
By: _____
Print: _____
Its: _____
Date: _____

Exhibit A: Scope of Services

Exhibit A
Scope of Services

DRAFT

FORM OF PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> : <u>Telephone Number:</u>	Surety Name: Address <i>(principal place of business)</i> : <u>Telephone Number:</u>
Owner Name: Solterra Resort Community Development District Mailing address <i>(principal place of business)</i> : c/o Rizzetta & Company, Inc. 8529 South Park Circle, Suite 330 Orlando, Florida 32819 <u>Telephone Number:</u> (407) 472-2471	Contract Description <i>(name and location)</i> : Solterra Resort Community Development District Pool Project; Polk County, Florida Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: None. See Para. 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	<i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> : <u>Telephone Number:</u>	Surety Name: Address <i>(principal place of business)</i> : <u>Telephone Number:</u>
Owner Name: Solterra Resort Community Development District Mailing Address <i>(principal place of business)</i> : c/o Rizzetta & Company, Inc. 8529 South Park Circle, Suite 330 Orlando, Florida 32819 <u>Telephone Number: (407) 472-2471</u>	Contract Description <i>(name and location)</i> : Solterra Resort Community Development District Pool Project; Polk County, Florida Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: None. See Para. 34	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment

furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 15..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 15..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 116..1. The name of the Claimant;
 - 116..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 116..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 116..4. A brief description of the labor, materials, or equipment furnished;
 - 116..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 116..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

- 116..7. The total amount of previous payments received by the Claimant; and
- 116..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Solterra Resort
5200 Solterra Blvd
Davenport FL 33837
October 17, 2025

Attn.: Management CAM
Ref.: Commercial Lazy River Resurfacing

We appreciate the opportunity to provide our services and are pleased to submit this proposal for the above project. The following is the exclusive scope of work for a Pool Resurfacing as required by FBC 454.1.10.

Scope of Work

1. Permitting for Pool Resurfacing
 - 1.1. AHJ
 - 1.2. FDOH
2. Pool Draining
 - 2.1. Dechlorinate water as needed
 - 2.2. Drain entire body of water
 - 2.3. Remove hydrostatic uplift preventative device
 - 2.4. Discharge water to approved civil
3. Demo
 - 3.1. Sound test pool interior finish
 - 3.2. Remove existing delaminating finish up to 10% of the pool water surface
 - 3.3. Level pool gutter as required by FBC 454.1.10.1.1
4. Tiling
 - 4.1. Remove all existing tiles
 - 4.2. Install new beam waterline tile per manufacturer specifications
 - 4.3. Install new waterline depth marker tiles as required by FBC 454.1.10.1.4
 - 4.4. Install non-skid step tile per FBC 454.1.2.5.3.
5. Preparation & White Goods
 - 5.1. Replace expansion joints sealant
 - 5.2. Prepare surface around tiles, fittings, and fixtures as needed for flush new finish
 - 5.3. Install all new white fittings covers as needed
 - 5.4. Replace main drain frame/grate with Certified VGB compliant (ASME/ANSI A112.19.8)
 - 5.5. Acid wash existing finish as needed prior to applying bonding materials
 - 5.6. Apply cementitious bonding agent per manufacturer recommendations

6. Plastering
 - 6.1. Resurface interior finish with Quartz (Premix Marbletite Miami Blue)
 - 6.2. Expose aggregate per manufacturer recommendations
7. Filling
 - 7.1. Fill pool with owner provided potable water (Well water is NOT suitable)
 - 7.2. Startup pool equipment per National Plaster Council Guidelines.
 - 7.3. Balance pool water chemistry
8. Clean Up
 - 8.1. Site/Property construction debris removal
 - 8.2. Pressure wash as needed
9. Owner Acceptance
 - 9.1. Blue tape punched items
 - 9.2. Permit close outs

Permit lead times vary depending on AHJ but are estimated for 3 weeks once applied. Upon permit issuance, work will be coordinated with owner for start date. Refer to project timeline for overall duration. Weather may be factor for delays. The pool will remain closed during this work. Any additional work will be discussed with the Owner and will be treated as additional change orders if applicable.

Warranty Terms

- Workmanship – 1 Year
- Material – 5 Year Manufacturer

Warranty Claims

- All warranty claims will be investigated and processed per manufacturer's guidelines
- Chemical reading records must be provided immediately upon issue arises
- Improper maintenance, negligence, acts of God, are not covered under any warranty
- Payment delays may pose warranty forfeiture
- Honored claims will be treated per industry standards and/or manufacturer recommendations

Sum of Pricing (SOW 1 – 9)

\$146,653

Alternates

1. Furnish & Install Underwater Pool Lights (11)

Add \$55,000

Solterra Resort
5200 Solterra Blvd
Davenport FL 33837
October 17, 2025

Attn.: Management CAM
Ref.: Commercial Pool & Spa Resurfacing

We appreciate the opportunity to provide our services and are pleased to submit this proposal for the above project. The following is the exclusive scope of work for a Pool Resurfacing as required by FBC 454.1.10.

Scope of Work

1. Permitting for Pool Resurfacing
 - 1.1. AHJ
 - 1.2. FDOH
2. Pool Draining
 - 2.1. Dechlorinate water as needed
 - 2.2. Drain entire body of water
 - 2.3. Remove hydrostatic uplift preventative device
 - 2.4. Discharge water to approved civil
3. Demo
 - 3.1. Sound test pool interior finish
 - 3.2. Remove existing delaminating finish up to 10% of the pool water surface
 - 3.3. Level pool gutter as required by FBC 454.1.10.1.1
4. Tiling
 - 4.1. Remove all existing tiles
 - 4.2. Install new beam waterline tile per manufacturer specifications
 - 4.3. Install new waterline depth marker tiles as required by FBC 454.1.10.1.4
 - 4.4. Install new gutter tile 2"x6" mudcap non-skid dark contrasting as required by FBC 454
 - 4.5. Install non-skid step tile per FBC 454.1.2.5.3.
5. Preparation & White Goods
 - 5.1. Prepare surface around tiles, fittings, and fixtures as needed for flush new finish
 - 5.2. Install all new white fittings covers as needed
 - 5.3. Replace main drain frame/grate with Certified VGB compliant (ASME/ANSI A112.19.8)
 - 5.4. Acid wash existing finish as needed prior to applying bonding materials
 - 5.5. Apply cementitious bonding agent per manufacturer recommendations

6. Plastering
 - 6.1. Resurface interior finish with Quartz (Premix Marbletite Miami Blue)
 - 6.2. Expose aggregate per manufacturer recommendations
7. Filling
 - 7.1. Fill pool with owner provided potable water (Well water is NOT suitable)
 - 7.2. Startup pool equipment per National Plaster Council Guidelines.
 - 7.3. Balance pool water chemistry
8. Clean Up
 - 8.1. Site/Property construction debris removal
 - 8.2. Pressure wash as needed
9. Owner Acceptance
 - 9.1. Blue tape punched items
 - 9.2. Permit close outs

Permit lead times vary depending on AHJ but are estimated for 3 weeks once applied. Upon permit issuance, work will be coordinated with owner for start date. Refer to project timeline for overall duration. Weather may be factor for delays. The pool will remain closed during this work. Any additional work will be discussed with the Owner and will be treated as additional change orders if applicable.

Warranty Terms

- Workmanship – 1 Year
- Material – 5 Year Manufacturer

Warranty Claims

- All warranty claims will be investigated and processed per manufacturer's guidelines
- Chemical reading records must be provided immediately upon issue arises
- Improper maintenance, negligence, acts of God, are not covered under any warranty
- Payment delays may pose warranty forfeiture
- Honored claims will be treated per industry standards and/or manufacturer recommendations

Sum of Pricing (SOW 1 – 9)
Alternates

\$176,937

1. Replacement Underwater pool lights (10)... **Add \$13,000**



September 30, 2025

Estimate Number: 2556

Commercial Property Located at:
Solterra Resort
LAZY RIVER

Ref: Pool Resurface Proposal

Arinton is pleased to submit the following bid for the interior plaster resurfacing in conformity with the industry standards, building regulations, and department of health code. Arinton will furnish all labor, material, equipment, and supervision for the following scope of work:

- ❖ Swimming Pool with an approximate **6200 SF** of water surface area.
- Standard procedures of removal of loose existing plaster within reasonably amount
- Inspect pool and remove all hollow spots and cut around all return grates
- Fill in hollow areas with marcite and re bond Kote
- Cut out around gutter housings and rectify gutter slope per code
- Pressure wash, acid wash as required to obtain a clean working surface
- Installation of Bond Kote as required by plaster manufacturer
- Removal of all backsplash and waterline tile so new tile is adhere to original concrete shell
- Rectify steps uniformity in width and height within 1/2" per code and install non slip tile.
- Apply two tiles behind steps to protect finish and step ladders
- Replacement of white goods as needed
- Replacement of main drain covers to a complaint VGB(ASME/ANSI A112.19.8) certified cover per code and provide certificates
- Plaster pool interior finish with Marquis pre mix quartz selection to be white or light pastel color per code
- System fire up and water chemistry balance to acceptable parameters
- Job site clean up

Resurface Cost..... \$114,800.00



Tile replacement

❖ Replace all tile including gutter 6x6, waterline 2x6 non-skid, steps 2x6 non-skid, and depth markers according to current code.

Tile replacement Cost.....\$34,500.00

Lights

❖ Additional new lights in river

Light Options Cost Add..... \$57,000.00

REPLACE 30 FLOOR RETURNS.....\$5,400.00

To be quoted separately:

Additional justifiable labor to complete the proposed work mentioned in this quote.

If any additional damages are found during drainage and demolition (ie loose plaster) and they exceed more than 50% labor, material and time; they will trigger a change order. Change orders over \$1000 will have a 100% deposit.

Arinton are not responsible for any damages caused by:

- ✓ Owner neglect, other subcontractor on site, during or after renovation.
- ✓ Misuse, acts of nature, setting due to the sub grade performed by the client. Nor is Arinton responsible for pre-existing conditions and damage sod, sprinkles, or utility lines.
- ✓ All sales are made in accordance with the reseller's sample which customer covenants that he or she has seen approved.

Conditions:

- ✓ Pool will need to be closed for at least four (4) weeks from the start of the project.
- ✓ Adequate access to the construction area.
- ✓ Once all tile and coping has been removed if any damages to the pool shell are discovered due to leaks Arinton will submit a separate proposal to rebuild pool shell.
- ✓ Owner will provide adequate pool fill water (within 100FT)
- ✓ Inspect materials for proper color and shape prior to installation.
- ✓ Provide water and electricity in job site.
- ✓ If accepted this proposal will become part of the contract documents.



Please don't hesitate to contact us for any additional information that you may require.

PROPOSAL ACCEPTANCE

Sign

Print name

Date

Title

Payments: Warranty:

Deposit: 50% ****PLEASE NOTE DEPOSIT NEEDS TO BE RECEIVED IN ORDER TO BEGIN WORK****

Final Payment Upon Completion of Work

Limited Manufacturer Warranty 5 Years

Workmanship Labor Limited Warranty 1 Year

RESURFACE TOTAL

\$211,700.00

Contact information

(407)-409-4437

Alex.h@arinton.com

Kaley.h@arinton.com





September 30, 2025

Estimate Number: 2556

Commercial Property Located at:
Solterra Resort
MAIN POOL And SPA

Ref: Pool Resurface Proposal

Arinton is pleased to submit the following bid for the interior plaster resurfacing in conformity with the industry standards, building regulations, and department of health code. Arinton will furnish all labor, material, equipment, and supervision for the following scope of work:

- ❖ Swimming Pool with an approximate **6600 SF** of water surface area.
- Standard procedures of removal of loose existing plaster within reasonably amount
- Inspect pool and remove all hollow spots and cut around all return grates
- Fill in hollow areas with marcite and re bond Kote
- Cut out around gutter housings and rectify gutter slope per code
- Pressure wash, acid wash as required to obtain a clean working surface
- Installation of Bond Kote as required by plaster manufacturer
- Removal of all backsplash and waterline tile so new tile is adhere to original concrete shell
- Rectify steps uniformity in width and height within 1/2" per code and install non slip tile.
- Apply two tiles behind steps to protect finish and step ladders
- Replacement of white goods as needed
- Replacement of main drain covers to a complaint VGB(ASME/ANSI A112.19.8) certified cover per code and provide certificates
- Plaster pool interior finish with Marquis pre mix quartz selection to be white or light pastel color per code
- System fire up and water chemistry balance to acceptable parameters
- Job site clean up

Resurface Cost..... \$120,800.00



Tile replacement

❖ Replace all tile including gutter 6x6, waterline 2x6 non-skid, steps 2x6 non-skid, and depth markers according to current code.

Tile replacement Cost.....\$46,800.00

Lights

❖ Replace 10 pool lights with new LED Fixtures.

Light Options Cost Add..... \$11,000.00

SPA

SPA RESURFACE.....\$12,000.00

To be quoted separately:

Additional justifiable labor to complete the proposed work mentioned in this quote.

If any additional damages are found during drainage and demolition (ie loose plaster) and they exceed more than 50% labor, material and time; they will trigger a change order. Change orders over \$1000 will have a 100% deposit.

Arinton are not responsible for any damages caused by:

- ✓ Owner neglect, other subcontractor on site, during or after renovation.
- ✓ Misuse, acts of nature, setting due to the sub grade performed by the client. Nor is Arinton responsible for pre-existing conditions and damage sod, sprinkles, or utility lines.
- ✓ All sales are made in accordance with the reseller's sample which customer covenants that he or she has seen approved.

Conditions:

- ✓ Pool will need to be closed for at least four (4) weeks from the start of the project.
- ✓ Adequate access to the construction area.
- ✓ Once all tile and coping has been removed if any damages to the pool shell are discovered due to leaks Arinton will submit a separate proposal to rebuild pool shell.
- ✓ Owner will provide adequate pool fill water (within 100FT)
- ✓ Inspect materials for proper color and shape prior to installation.
- ✓ Provide water and electricity in job site.
- ✓ If accepted this proposal will become part of the contract documents.



Please don't hesitate to contact us for any additional information that you may require.

PROPOSAL ACCEPTANCE

Sign

Print name

Date

Title

Payments: Warranty:

Deposit: 50% ****PLEASE NOTE DEPOSIT NEEDS TO BE RECEIVED IN ORDER TO BEGIN WORK****

Final Payment Upon Completion of Work

Limited Manufacturer Warranty 5 Years

Workmanship Labor Limited Warranty 1 Year

RESURFACE TOTAL

\$190,600.00

Contact information

(407)-409-4437

Alex.h@arinton.com

Kaley.h@arinton.com





Corporate
2909 Fairgreen St
Orlando, FL 32803
Phone: 407-205-8304
Email: nv@nv-pools.com

Warehouse
8119 S Orange Ave
Suite 112, 116
Orlando, FL 32809

10/17/2025

Property Name: Solterra Resort
Address: 5200 Solterra Blvd Davenport FL, 33837

Commercial Pool, Lazy River and Spa Resurfacing Proposal

SCOPE OF WORK

Phase	Description
Draining & Disposal	Drain Pool, Lazy River, and Spa safely. Dispose of water per local environmental regulations.
Cleaning & Prep	Pressure wash all surfaces. Remove loose/hollow plaster (10% included). Remove existing tile, lights, and plastic fixtures. Remove 7 expansion joints in Lazy River. Prepare surfaces for new fixtures and tile.
Tile & Fixtures	Install new 2"x6" nonskid tile. Install 6"x6" waterline tile and depth markers. Install new expansion joint tile and sealant. Install new plastic fixtures and main drain grate/frame (per regulations). Install LED lights (10 pool, 1 spa, none in Lazy River).
Surface Prep	Acid wash all surfaces. Apply bonding agent. Apply plaster with quartz aggregate.
Refill & Balance	Pool, Lazy River, and Spa. Balance water chemistry (pH, alkalinity, calcium hardness).
Finalization	Job site cleanup. System start-up. Final inspection and punch list with owner. Acceptance.
Closeout	Provide maintenance guidelines. Provide warranty documentation. Provide health department certificate for new main drain grates.

Proposed Contract Total:

\$369,000.00

Down Payment: 50% upon contract signing to secure scheduling and materials.

Final payment: 50% upon completion of scope of work.

5 year Manufacturer limited warranty

1 Year labor limited warranty



Tab 6



Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Agreement
prepared for

SOLTERRA COMMUNITY DEVELOPMENT DISTRICT

October 30, 2025

Brian Mendes

District Director of
Operations

Rizzetta & Company

Brian Mendes
District Director of Operations

Rizzetta & Company
8529 South Park Circle Suite 330
Orlando, Florida 32819

Re: Landscape Maintenance Services Agreement for **Rizzetta & Company**

Thank you for your partnership with **Yellowstone Landscape** as your landscape maintenance service provider. Our contract has been created to address the specific needs and expectations you have expressed for **Solterra Community Development District**.

Within your Plan for Success please make special note of the following sections:

- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Your Investment & Sample Agreement:** Pricing for landscape maintenance services and the agreement for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. We are honored to work with you and your team at Solterra Community Development District.

Sincerely,
Nicole Ailes, *Business Development Manager*
Yellowstone Landscape

nailes@yellowstonelandscape.com
559.977.4719



LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
Mowing & Detail Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning, & Cleanup. Weeding,	\$173,496
Integrated Pest Management Includes Fertilization, Pest Control, Weed Control, and Fungicide Applications 4-St. Augustine Turf & 2-Tree & Shrub	\$8,328
Irrigation Inspections Includes Monthly Inspection with Standard Irrigation Reports	\$10,368
Annual Flowers Includes Installation of Annuals Flowers (4) Times Per Year	\$1,800
ANNUAL GRAND TOTAL	\$193,992

ANNUAL GRAND TOTAL

\$193,992.00

MONTHLY GRAND TOTAL

\$16,166.00

YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	
Mowing- St. Augustine	42
Mowing- Bahia (Common Area)	32
Mowing- Bahia (Perimeter Mowing)	18
Pruning/Trimming	12
Weeding	12
Irrigation Inspections	12
IPM - Fertilization & Pest Control - St. Augustine	4
IPM - Fertilization & Pest Control - Tree & Shrubs	2
Annuals Flowers	4
Mulching	Proposed and Billed Separately after Board Approval
Palm Pruning	Proposed and Billed Separately after Board Approval

CLIENT NAME:	Solterra Community Development District, Care of Rizzetta & Company
BILLING ADDRESS:	8529 South Park Circle Suite 330 Orlando, Florida 32819
PROPERTY CONTACT:	Brian Mendes
PROPERTY CONTACT EMAIL:	bmendes@rizzetta.com
PROPERTY CONTACT PHONE:	407.472.2471 Ext. 4404
CONTRACT EFFECTIVE DATE:	November 1, 2025
CONTRACT EXPIRATION DATE:	October 31, 2026
INITIAL TERM:	One Year
PROPERTY NAME:	Solterra Community Development District
PROPERTY ADDRESS:	5200 Solterra Blvd, Davenport, FL 33837
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Nicole Ailes
YELLOWSTONE CONTACT EMAIL:	nailes@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	559.977.4719
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$193,992.00** annually, in equal monthly installments billed in the amount of **\$16,166.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

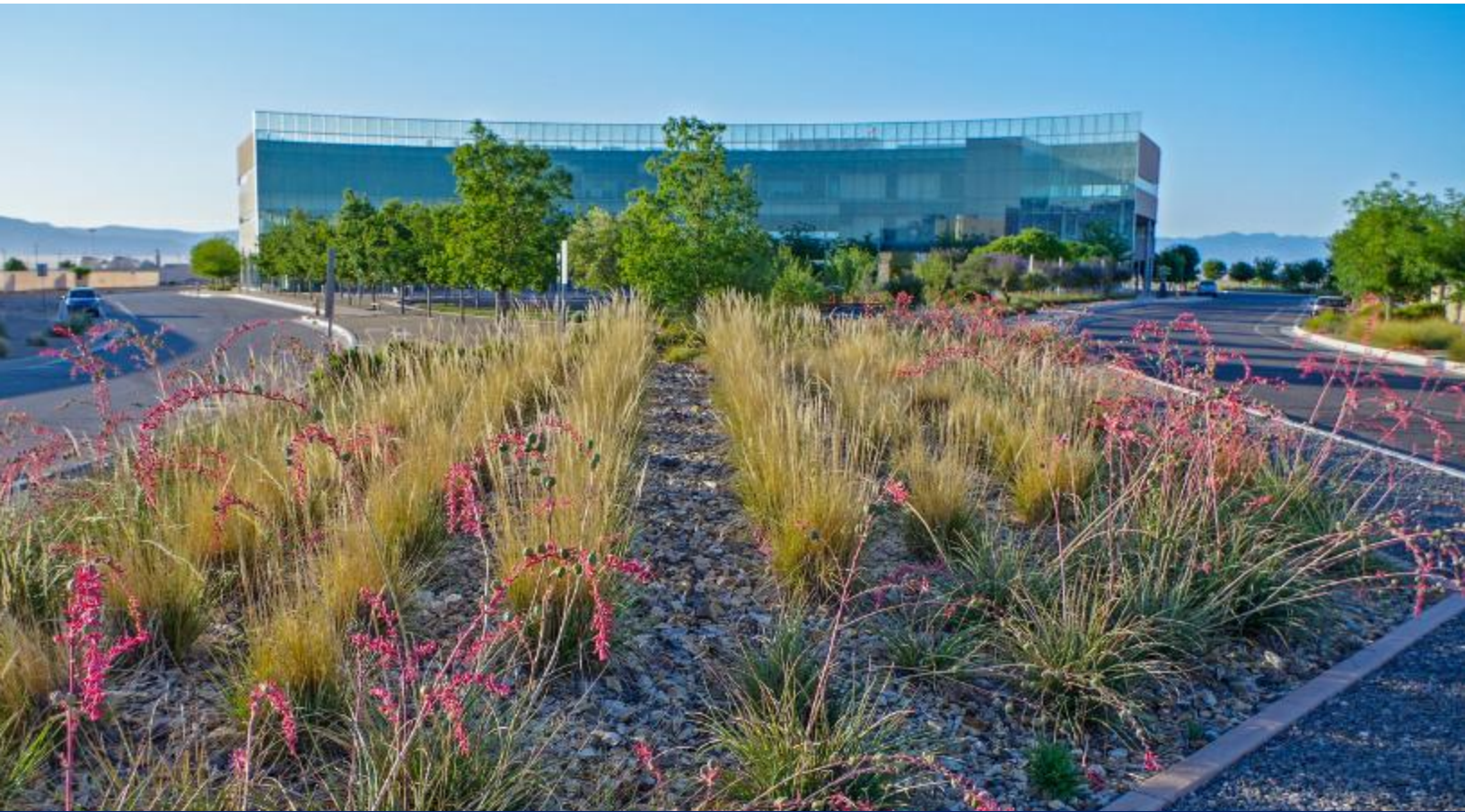
Presented by: Yellowstone Landscape

Accepted by: Solterra Community Development District



Printed Name: Christopher Adornetti, Officer
Date: October 31, 2025

Printed Name:
Date:



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement ("Agreement") contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape's (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof. **Price,**

Quality and Working Conditions: The amounts in the "Compensation Schedule" include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client's failure to object to such changes via written notice within 30 days shall be deemed to be Client's affirmative consent to such changes. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). To the extent applicable standard landscape maintenance practices conflict with conservation mandates, Yellowstone Landscape will furnish the Services in a manner consistent with such conservation mandates and/or state or local regulations. Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

Access: Access during normal business hours and other reasonable periods of time, including, but not limited to, when necessary for after-hours emergencies, shall be furnished to areas necessary to complete work or related functions as outlined in this Agreement in a safe and efficient manner. Client will notify Yellowstone Landscape in writing of any limitation on access to the Property as soon as possible, and in any event at least 48 hours prior to any scheduled delivery of services, goods, or materials. If access is not available, Client will be notified via email and a visit charge may be assessed. **Utilities:** All utilities shall be provided by the owner of the Property or Client.

Bio-Hazards: Yellowstone Landscape shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards at the Property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids and will not be handled by Yellowstone Landscape employees or contractors at any time. Yellowstone Landscape shall only be obligated to report/communicate any observations of potential bio-hazards to Client for the appropriate removal by others, unless otherwise arranged.

Change in Ownership: Client shall provide written notice to Yellowstone Landscape of any proposed change in the ownership or management of the Property at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Property shall not relieve Client of its obligations hereunder, including, but not limited to, the payment of any amounts due, or to become due, hereunder.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% or the annual CPI percentage increase, whichever is greater, at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to the address indicated on the invoice. In addition, if the Services include pricing for work including, but not limited to, mulch, pine straw, chemicals, flowers, irrigation or any other type of seasonal or periodic work ("Periodic Work"), and this Agreement is terminated early for any reason, whether during the Initial Term or any subsequent term after such work has been performed, Client shall owe Yellowstone for the full contract value of such Periodic Work, notwithstanding any agreement to spread such payment over a longer period.

Termination: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of such a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing. Yellowstone may terminate this agreement at any time upon 30 days' written notice to Client. Upon termination of this Agreement for any reason, Client shall pay Yellowstone for all Services performed to the effective date of termination.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law. Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, Florida for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, Florida. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, Florida.

Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, Florida for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, Florida. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, Florida.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance. Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. If requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for economic, incidental, consequential, special or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation). Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Increased Costs/Additional Services: Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add charges payable by Client hereunder during the Initial Term or any Renewal Term: (i) for any changes or modifications to, or differences between, the actual Services provided by Yellowstone to Client and those specified on the Compensation Schedule; (ii) for any increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii) to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, pandemics or other widespread illness, or acts of God such as floods, fires, hurricanes and natural disasters. Increases to charges specified in this section may be applied singularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section are not represented to be solely an offset or pass through of Yellowstone's costs.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

Prevailing Provisions: In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.

Vehicle Recording Devices: Client acknowledges and agrees that Yellowstone's vehicles may contain recording devices, and both video and audio recordings may be made during the provision of services hereunder.



YELLOWSTONE
LANDSCAPE

Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

Tab 7

RESOLUTION 2026-06

A RESOLUTION OF SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of Solterra Resort Community Development District desires to elect the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>Brian Mendes</u>
Secretary	<u>Scott Brizendine</u>
Treasurer	<u>Scott Brizendine</u>
Assistant Treasurer	<u>Shawn Wildermuth</u>

PASSED AND ADOPTED this 5th day of December 2025.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Albert Steed

7575 Oakmoss Loop

231-218-1955

albert@thesteeds.net

Summary Statement

As a full-time resident who has lived in Solterra since 2021, I am anxious to begin the process of elevating the resort so that it fulfills its capability to be world-class. I see potential and opportunity all over the resort as I walk, drive, and interact with the staff and facilities. My goal is to bring professionalism and an entrepreneurial spirit to the board. This means establishing clear expectations for our vendors and holding our vendors accountable to those expectations. I would also bring financial discipline to the management of the Solterra CDD organization.

Professional Experience**President – Advanced Computer Solutions, Michigan, Illinois, and Florida**

7/1/2001 - Present

- **Strategic Procurement Management:** Led the procurement strategy for a Managed IT services company, optimizing purchasing processes to ensure cost-effectiveness and alignment with business objectives.
 - **Vendor Negotiation and Relationship Management:** Negotiated contracts with key vendors, securing favorable terms and pricing, resulting in significant cost savings and improved supplier relationships.
 - **High-Value Purchasing:** Managed the acquisition of millions of dollars' worth of IT equipment and services, ensuring quality and value in every purchase to support business growth and client satisfaction.
 - **Expectation Setting and Management:** Set and managed clear expectations with vendors from the outset, including detailed service-level agreements (SLAs), timelines, and deliverables, to align with the company's operational goals and client commitments.
 - **Assertive Communication:** Employed assertive communication skills to clearly articulate the MSP's needs and expectations, ensuring that vendors understood and agreed to terms that aligned with the company's strategic objectives.
 - **Strategic Negotiation Planning:** Developed and executed negotiation strategies tailored to each vendor, focusing on achieving the best possible terms while maintaining strong, positive relationships that benefit the Managed IT services company.
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Community Involvement and Volunteer Experience

Board Member – Grand Traverse County Resource Recovery Board, Traverse City, MI

2010-2012

- Strategic planning
- Program oversight
- Budget planning and oversight
- Board collaboration and decision making

Board Member – GTARTL, Traverse City, MI

2008-2010

- Strategic planning
- Vision Mission, Values established
- Organization oversight
- Budget planning and oversight
- Board collaboration and decision making

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Education

Bachelor of Science, Business Administration – Ferris State University, Big Rapids, MI

2005

Associates of Business Administration, Northwestern Michigan College, Traverse City, MI

1998

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Skills

- Strategic Planning and Visioning
- Leadership and Collaboration
- Transparency and Accountability
- Data-Driven Decision Making
- Budgeting and Financial Oversight

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Certifications and Professional Development

- Classes taken on Roberts Rules (how a board works, rules for working on a board etc.)
- I've also read the book Roberts Rules of Order 9th edition