

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.

The regular meeting of the Board of Supervisors of the Preserve at Wilderness Lake Community Development District was held on **Wednesday, February 8, 2023, at 9:34 a.m.** at The Preserve at Wilderness Lake Lodge, located at 21320 Wilderness Lake Blvd., Land O' Lakes, FL 34637.

Present and constituting a quorum:

Holly Ruhlig	Board Supervisor, Chairman
Bryan Norrie	Board Supervisor, Vice Chairman
Beth Edwards	Board Supervisor, Assistant Secretary
Heather Hepner	Board Supervisor, Assistant Secretary
Agnieszka Fisher	Board Supervisor, Assistant Secretary

Also present were:

Jayna Cooper	District Manager, Rizzetta & Company, Inc.
John Vericker	District Counsel, Straley, Robin & Vericker <i>(via conference call)</i>
Sean Craft	Community Manager, Rizzetta & Company, Inc.
Joseph Mendoza	Representative, Red Tree Landscape
John Burkett	Representative, Red Tree Landscape
Pete Lucadano	Representative, Red Tree Landscape
Chris Zowarka	Representative, Phoenix Pools
Lucianno Mastrionni	Director of Community Services, Rizzetta & Company
Michael Rodriguez	Amenity Services Manager, Rizzetta & Company, Inc.
Sean Hernandez	Representative, ACPLM
Kyle Young	Representative, Convergint Surveillance
Audience	Present

FIRST ORDER OF BUSINESS

Call to Order /Pledge of Allegiance

Ms. Cooper called the meeting to order confirming a quorum for the meeting. Ms. Ruhlig led the Board in the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Audience Comments

Chris Zowarka gave the Board an update on the splash pad and said that it would be completed this week.

Ms. Cooper asked if there were any audience comments. There were no audience comments put forth at this time.

THIRD ORDER OF BUSINESS

Board Supervisor Requests and Walk on Items

Ms. Ruhlig asked about the deck proposals and a paver update. Ms. Fisher spoke about the Rules & Regulations revisions. Ms. Hepner stated that she would need to leave the meeting at 10:30 a.m. She asked for the paver update and the dock proposals to be considered at the front of the agenda. Ms. Edwards would like to set a date for the budget workshop (mid to late April). She also would like a draft of the proposed budget for review in March. Ms. Edwards requested a discussion on the pool heating on the March meeting agenda.

FOURTH ORDER OF BUSINESS

Paver Update

Mr. Fernandez gave the Board an update on the pavers. He reviewed the current state of the pavers. The Board requested that Mr. Fernandez bring back three proposals as follows:

1. A proposal to correct thickness and work for repair work
2. A proposal to correct thickness and work for removing all pavers and re-doing base and work
3. A proposal for tearing out all pavers and leaving asphalt

The Board directed District management to continue the meeting to February 15th at 3:00 p.m. to discuss the three proposals.

FIFTH ORDER OF BUSINESS

General Interest Items

A. Landscaping Reports

The Board reviewed the landscape inspection reports. Mr. Lucando provided updates on the landscape maintenance and answered questions. He introduced John Burkett as the new account manager for the District.

The Board considered proposals from Arborist Aboard and ABC 1-2-Tree and Landscaping for trimming of Live Oaks.

On a Motion by Ms. Ruhlig, seconded Ms. Fisher, with all in favor, the Board of Supervisors approved ABC 1-2-Tree and Landscaping's proposal for 16 Live Oak trees to be trimmed and elevated in the amount of \$4,000.00 for the Preserve at Wilderness Lake Community Development District.

Ms. Cooper presented the irrigation inspection report. There were no questions.

B. District Engineer

Mr. Brletic was unable to attend the meeting. The Board directed District management to include a discussion of easements on their March agenda.

On a Motion by Ms. Edwards, seconded Ms. Ruhlig, with all in favor, the Board of Supervisors authorized District engineer to complete updated Public Facilities Report for the Preserve at Wilderness Lake Community Development District.

The update on the splash pad was provided under Audience Comments.

The update on the paving assessment was provided in District Engineer's report.

The Board reviewed three dock proposals from the workshop.

On a Motion by Ms. Edwards, seconded Ms. Ruhlig, with all in favor, the Board of Supervisors approved the replacement of the floating dock, re-decking with composite material in the amount of \$40,000.00 plus the kayak dock launch in the amount of \$5,000.00 and a kayak rack in the amount of \$2,877 with a not-to-exceed total of \$53,000.00 for the Preserve at Wilderness Lake Community Development District.

C. District Counsel

Mr. Vericker did not have a report to present at this time.

D. GHS Environmental Report

Ms. Cooper presented the GHS report for the Board's review. There were no questions.

E. Community Manager's Report

Mr. Craft presented his Community Manager's Report. The Board directed Mr. Craft to obtain the historical dates for the propane.

Kyle Young reviewed recommendations for surveillance. A discussion ensued.

On a Motion by Ms. Edwards, seconded Ms. Ruhlig, with all in favor, the Board of Supervisors appointed Ms. Hepner as a liaison to work with Mr. young and Mr. Craft on an RFP for Security Updates for the Preserve at Wilderness Lake Community Development District.

The Board took a recess at 11:20 a.m. and returned at 11:33 a.m.

Mr. Craft presented the NABR application. He stated that the flat fee was \$1,400.00.

On a Motion by Ms. Fisher, seconded Ms. Hepner, with all in favor, the Board of Supervisors approved the implementation of the NABR Application at a cost of \$1,400.00 for the Preserve at Wilderness Lake Community Development District.

The consideration of proposals for handicap buttons at the Nature Center was tabled until the March Board meeting.

The consideration of proposals for Tennis Court Light Replacement was tabled until the March Board meeting.

The consideration of proposals for trash bins will be discussed at the continued meeting.

The discussion regarding painting to replace the painting above the fireplace in the lodge will be discussed at the continued meeting.

Mr. Craft presented and reviewed a proposal from Fence Pro.

On a Motion by Ms. Edwards, seconded Ms. Fisher, with three in favor and one opposed (Holly Ruhlig), the Board of Supervisors approved Fence Pro's proposal in the amount of \$2,595.00 for the Preserve at Wilderness Lake Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of JMT Engineering Resignation Letter and BDI District Engineering Services Agreement

The Board accepted JMT Engineering's resignation and approved BDI Engineering's agreement.

On a Motion by Ms. Ruhlig, seconded Ms. Hepner, with all in favor, the Board of Supervisors accepted JMT Engineering's resignation letter and approved BDI Engineering's Agreement as presented for the Preserve at Wilderness Lake Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Property Damage Release

The Board directed District management to include engineering effort.

On a Motion by Ms. Edwards, seconded Ms. Ruhlig, with all in favor, the Board of Supervisors authorized Ms. Ruhlig to execute the property damage release once District engineer's effort is included for the Preserve at Wilderness Lake Community Development District.

EIGHTH ORDER OF BUSINESS

Discussion Regarding Space Utilization

This item was tabled until the continued meeting.

NINTH ORDER OF BUSINESS **Consideration of Revised Rules & Regulations**

This item was tabled until the continued meeting.

TENTH ORDER OF BUSINESS **Discussion Regarding Bracelet RFID Solution**

This item was tabled until the continued meeting.

ELEVENTH ORDER OF BUSINESS **Consideration of the Minutes of the Board of Supervisors' Meeting held on January 4, 2023**

This item was tabled until the continued meeting.

TWELFTH ORDER OF BUSINESS **Consideration of Operation & Maintenance Expenditures for October and November 2022**

This item was tabled until the continued meeting.

THIRTEENTH ORDER OF BUSINESS **District Manager Update**

This item was tabled until the continued meeting.

FOURTEENTH ORDER OF BUSINESS **Audience Comments**

There were no audience comments.

FIFTEENTH ORDER OF BUSINESS **Supervisors Requests**

There were no Supervisor requests.

SIXTEENTH ORDER OF BUSINESS **Continuance**

Ms. Cooper stated that if there was no further business to come before the Board then a motion to continue the meeting would be in order.

On a Motion by Ms. Ruhlig, seconded by Ms. Edwards, with all in favor, the Board of Supervisors continued the meeting at 2:20 p.m. to February 15, 2023 at 3:00 p.m. for the Preserve at Wilderness Lake Community Development District.


Assistant Secretary

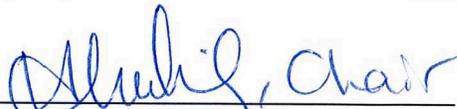

Chairman/Vice Chairman

Exhibit A

Jayna,

Please forward this to the board in preparation for the upcoming workshop.

Option 1: \$8,900

- Demolish main floating dock and all components.
- Move smaller floating dock (Used as the John boat launch area currently that has no damage) and secure to existing pile adjacent to existing boardwalk.
- Remove and reinstall existing kayak rack to onshore area.

Option 2: \$23,568

- Repair floating dock framing using existing material type (PT wood)
- Re-decking with composite material (weardeck)

Option 3: \$40,000

- Replace floating dock with new floating dock with aluminum framing and components.
- Re-decking with composite material (weardeck)

Potential Addons:

- Kayak EZ dock Launch - \$5000
- John Boat EZdock Launch - \$8617
- New aluminum kayak rack - \$2877

Engineer's Recommendation: Considering multiple factors including the existing age of the facility, aesthetics of the community, comments at the meeting by staff, board members, and audience, and costs, my recommendation is do Option 1: to demolish the larger floating dock that has been compromised, move the smaller dock to keep utilizing it for staff and the John boat, create an area for the kayak rack that we know we already have the permit for, and also consider an EZ dock kayak launch add-on for launching from the shore (paired with Heather's recommendation of a mat or walkway to the launch).

This achieves several goals:

1. Lowest cost
2. Shortest schedule
3. Gets rid of the eyesore, safety concern, and bad PR from residents of action from the board dragging on.
4. Staff still able to utilize area for John boat
5. Eliminate potential liability with known ADA issues on existing dock for launching.
6. Gives the board the time to decide on and budget for the amenity enhancement they really desire (since there are so many mixed opinions and different ideas) and relieve the pressure to spend a lot of money for something that may not be the long term vision.
7. With the implementation of an onshore kayak rack, a walkway to the onshore launch area, and the EZ dock kayak launch, you will still have a very good way for residents to launch safely as long as staff can maintain the area consistently.

I will know for sure if Tampa Dock and Seawall can attend the workshop this week and let you guys know.

Thanks!

Stephen Brletic, PE
Project Manager



December 6, 2022

C/O Stephan Brletic
The Reserve at Wilderness Lake
21330 Wilderness Lake Blvd.
Land of Lakes, FL

Via Email: sbretic@jmt.com

Re: Reserve at Wilderness Lake Preserve – Floating Dock Repair

Thank you for considering Tampa Dock and Seawall (TDS) for your project. TDS has been in business since 2009, is bonded and insured, a drug free workplace with employee background checks, has earned an "A+" rating with the Better Business Bureau, and has built thousands of marine construction projects around Tampa Bay.

Scope of Work:

- TDS will remove the kayak rack on the floating and reinstalling it on shore adjacent to the fixed dock entrance,
 - TDS will use due diligence in relocating the kayak rack but can not be responsible if it is damaged during the move.
- After the kayak rack is relocated TDS will remove the decking on the 20' x 19' and 12' x 12' floating docks and dispose of all the decking in a county approved landfill.
- After the decking is removed on the 20' x 19' floating dock TDS will make the needed repairs to the framing to make it structural sound.
- After the repairs are made TDS will redeck both floating docks with 5/4" x 6" Wear Deck fiberglass polymer decking fastened with 2.5" stainless screws.

Contract Cost of: \$23,568.00

Option:

To replace the floating docks with new aluminum framed floating docks decked with composite decking would add \$16,000 to the contract cost for a total contract of \$39,568.00

Note:

The material costs in this proposal are subject to change due to the current market volatility and unpredictable supply shortages.

Permitting:

No permits are required for this work.

Schedule:

TDS can start your project within four (4) weeks of signing of contract and your project will take seven days to complete.

Change Orders:

Change orders are for modifications to the original scope and costs of the original signed proposal. If you would like to make changes, please let your project manager know and we will work with you on executing an official change order.

Unforeseen Submerged Soil Conditions Are Excluded:

Sometimes we unexpectedly hit something hard underground that was not anticipated or accounted for in the original proposal. Simply put, we didn't know about it and you didn't know about it. Specialized equipment at an additional cost may be needed to safely proceed with the project in order to comply with legal building code requirements. If this happens, we will stop construction and discuss the issue and costs with you. An example of this when we discover an excessive amount of hard debris (rock, limestone, debris) below the water bottom that prevents a pile from being jetted and pounded in after repeated efforts. While this is unusual, it does happen and will result in time delays with additional costs.

It is understood that the Contractor does not have a drilling rig. If the Contractor encounters a large object that prohibits setting the pilings to the desired bottom penetration and cannot be moved quickly, the Contractor shall inform the Owner. If drilling or additional equipment and/or time are required, the Owner shall be responsible for all costs.

Our Insurance:

Always ask your builder or contractor about their insurance coverage. TDS maintains a \$1,000,000.00 Marine General Liability policy, Workman's Compensation, USL&H, Jones Act and Auto & Vessel Coverage on all our vehicles and barges. It is required by law that if you work on the water, you have to have Marine General Liability, USL&H and Jones Act policies. These coverages protect you as the homeowner. Whoever you choose to do your work, make sure they have proof of these policies.

Our License:

Always ask your builder who the licensed General Contractor (GC) is for their business. TDS maintains a state certified General Contractors License (CGC1518440). This is highest level of license you can have in the State of Florida. This assures you that the license holder has been vetted and authorized by the state to conduct business in the construction industry on your behalf.

Beware! Many companies have a “qualifier” GC rather than an actual employee or owner of the company. They use the qualifier’s GC license (not their own) to obtain permits that only a GC can obtain for your project. That means they don’t have one on staff. It also means they lack the qualifications (education, liability, performance bonds, experience, financial stability) needed to get it. Always ask about this!

Our Payment Terms:

Upon acceptance of this proposal, TDS requires \$11,784.00 upon signing of contract with \$11,784.00 upon completion of project.

This contract incorporates Florida Statute 713.015 relating to Florida construction lien law (see attached exhibit and signature line). In the event of default of contract, the prevailing party is entitled to receive reasonable and customary court costs, attorney fees, and applicable fees, if any in relation to the enforcement of contract. Interest will accrue at a 18% per annum on all accounts not paid within (10) ten days of the project completion.

Our Warranty:

TDS warrants all workmanship for a period of one year. All manufacturer’s warranties for products used are also included.

What to Expect When Working With Us:

Step 1. *Sign the proposal and submit a deposit.* After you sign a contract with TDS we will keep you informed during the entire process from permitting through to final inspection.

Step 2. *Sign the permit applications.* Our office manager will forward you the permit paperwork and detailed instructions on how to proceed. We will have all the pertinent information filled out and all you need to do is sign and return to us. This may require a notary depending on your location.

Step 3. *Submit the permit applications.* After we receive the permit paperwork and deposit back from you we will submit it to the required governmental agencies for approval. Our office manager will send you weekly updates on the status of your permit until they are issued. This typically takes 2-6 weeks depending on your location.

Step 4. *Permits get issued.* Once all permits are issued for your project, you will be assigned to a project manager. Your project manager will contact you to work out the start date of the project along with other details like site access, staging areas for material delivery, parking, and work hours. At this point we will collect your next payment for the next phase of the project.

Step 5. *Start the work!* Your project manager will let you know which crew members will be working on your project along with the contact information of the lead foreman. Any

changes or questions about the contract scope or terms should only be directed to your project manager in order to avoid miscommunication.

Step 6. *Keep you informed.* TDS will make the customer aware of the status (on time, delays) and any potential site conditions or problems during build out. From time to time unexpected/unforeseen conditions do arise. This typically comes up when we hit rocks while trying to install or pound in the dock pilings. In certain areas, we occasionally run into limestone, debris and rocks below the water bottom. The only way to get through it is with a specialized drill rig that requires additional time and money. Since this is an additional cost to you, we will discuss this with you in advance to get your approval while pausing the project.

Step 7. *Inspect the finished project.* After your project is complete the project manager will walk the project with you. At this time you will receive the final close out documents/warranties and we ask that you submit the final payment. The project manager will then notify our office manager that the project is complete, and we will call in for all the final inspections. TDS maintains code compliance bonds with the regulatory agencies so you can rest assured that all of our work is built to code and all permits will be closed out. The job isn't complete until you say it is!

We appreciate the opportunity to serve you and hope you will choose us as your trusted marine construction contractor!

Respectfully submitted,

Chuck Juneau

Note: TDS may withdraw this proposal if not accepted within (30) thirty days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. TDS is authorized to do the work specified above.

Signature: _____ Date: _____

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS [713.001-713.37](#), FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Acknowledged & Accepted: _____

Please initial and return this page with the signed contract:

1. Homeowner acknowledges that the dimensions are approximate and may vary due to the construction process, materials and trimming. By way of example, a dock that was specified to be 60" wide may end up being 56"-58" wide after trimming and finishing. Initial _____
2. Contract price does not include any permit fees or engineered plan costs. These fees, if applicable, will be added to the final invoice at cost. Initial _____
3. All electric work is excluded. The homeowner will contract directly with a licensed electrician for any electrical work needed for boatlift or dock in order for the product warranty to be valid. The homeowner is responsible for ensuring that proper voltage is being supplied to the boatlift. Initial _____
4. Any changes to the design after permits are applied for will incur a \$500 charge plus the additional cost of the work and new permit fees. Initial _____
5. Payment is due when Tampa Dock and Seawall's work is complete. Payment is due even if inspections or electrical work performed by others is not complete. Initial _____
6. Homeowner has reviewed the drawings for the dock, boatlift or seawall and acknowledges that their location on the property, the size, and dimensions are correct. Initial _____
7. If a survey becomes necessary for any reason at any time, the survey will be performed at the homeowner's expense. Initial _____
8. The homeowner will provide Tampa Dock and Seawall with the correct bunk spacing needed for cradles of the installed boatlift. This includes locations for scuppers, transducers, intakes, chines and other features present on the hull of the boat that may affect the bunk set up. We are not responsible for any damage to the vessel if these disclosures are not received. Initial _____
9. If unforeseen hazardous conditions or unpassable geological conditions are encountered after work begins, the homeowner will be notified and work may stop at the sole discretion of Tampa Dock and Seawall. If a solution cannot be mutually agreed upon for additional charges, the homeowner agrees to pay for work already completed or costs already incurred by Tampa Dock and Seawall. Initial _____

NEW Heat-Reflective Technology

**Marine
Commercial
Residential
Municipal**

Limited Lifetime Warranty

Mother Nature Proof

Foot Friendly

Easy, Low Cost Maintenance

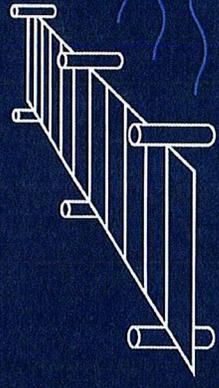
Commercial Grade TOUGH

Color, Quality + UV Stable

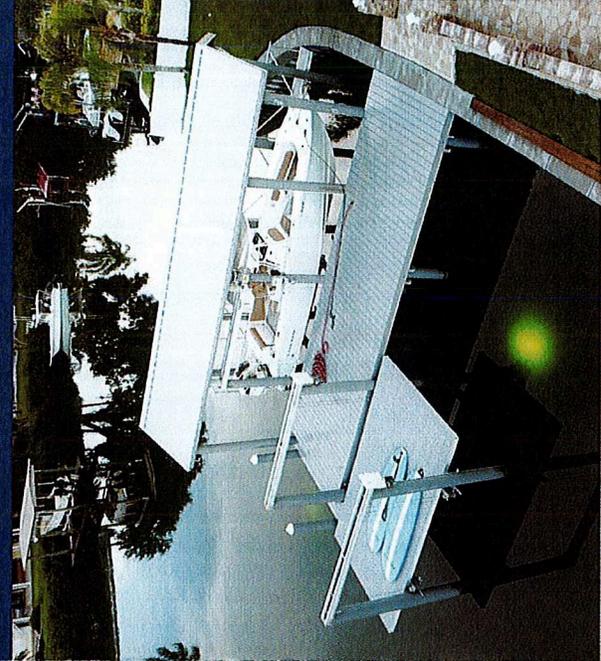
Heat-Reflective Technology

**> 120 Lbs/SqFt
Live Load Rating***

*Testing performed on samples of 5/4 x 6" nominal size at 24" on center and is in compliance with ICC Building Code Requirements



WearDeck™
Reinforced Polymeric Lumber



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(352) 401-0880

"The last deck board you'll ever need"
www.WearDeck.com

Standard Profiles

2" x 4" (1.5" x 3.5")

1/2" x 6" (1/2" x 5.5")
Trim/Fence

5/4" x 6" (1.05" x 5.5")

2" x 6" (1.35" x 5.5")

5/4" x 8" (1.05" x 7.25")

2" x 8" (1.5" x 7.25")

2" x 10" (1.5" x 9.25")

1/2" x 12" (1/2" x 11.25")
Trim/Fascia

Heat-Reflective Technology

- Reflects the sun's hot rays off the surface of the board
- Reduces surface temperature by at least 30% on each color

Barefoot Collection

"Lighter colors, Cooler touch"
Two new WearDeck colors optimize our heat-reflective technology to keep your feet cooler than ever!

The last deck board you will ever need.

- Highest "Live Load Capacity Ratings" in the industry: 120 Lbs/SqFt @ 24" on center
- 8 vibrant colors with a bold woodgrain, slip-resistant finish
- 8 different profiles
- Maximum color retention with 25-yr. UV package
- Rated for ground contact & underwater applications
- No mold or mildew growth
- 25-yr. Commercial & Lifetime Residential Warranty
- Structural capabilities
- Custom Cut-to-Order program reduces waste, cost & labor expenses (min. order of 800 linear ft.)
- Available in up to 28 ft. lengths
- Minimal thermal expansion & contraction (max. of 1/32" on a 20' board)
- Proudly made by the Wear family in Ocala, FL USA

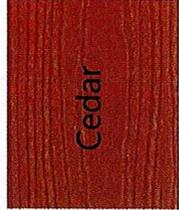
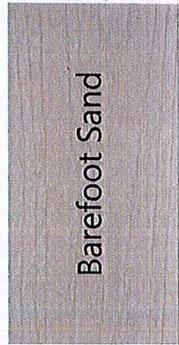
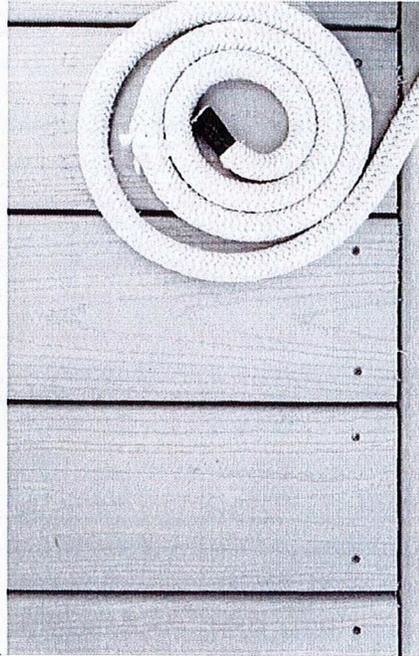
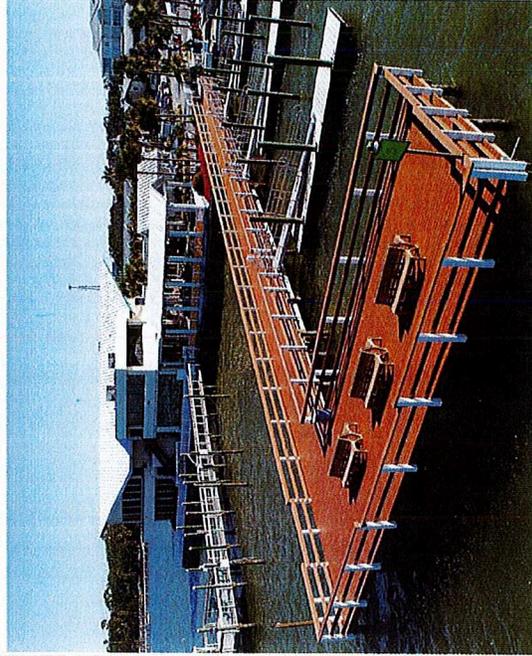
Competition Comparison Chart

Brand	WearDeck RPL	Azek	Trex(Transcend)
Material	HDPE	PVC	Capped WPC
Nominal Size	5/4" x 6"	5/4" x 6"	1 x 6"
Actual Size	1.05" x 5.5"	1.0" x 5.5"	0.94" x 5.5"
Lbs / Lft	1.90 Lbs	1.565 Lbs	2.4 Lbs
100Lbs Live Load Capacity per Sq Ft.	*24" O.C.	16" O.C.	16" O.C.
Max. Stair Tread Span	16" O.C.	9" O.C.	12" O.C.
Expansion & Contraction	1/32"	3/16"	3/16"

*120Lbs **Total movement on 12' board at a 50°F temp. change

Decking / Lumber Profiles - Standard & Special Lengths	Standard Lengths		
	12'	16'	20'
*5/4" x 6"	x	x	x
*2 x 6"	x	x	x
5/4" x 8"	x	x	x
2" x 8"	x	x	x
2" x 10"	x	x	x
2" x 4"		x	x
1/2" x 6"			x
1/2" x 12"	x		

*Available in up to 28' lengths





Limited Lifetime Warranty

JR Plastics Corporation (hereinafter 'JR PLASTICS CORPORATION') WARRANTS that its WearDeck Reinforced Polymeric Decking product will not suffer structural damage from termites or fungal decay, and will not split, splinter or warp for the period of time beginning at the date of original consumer purchase of the products and extending through the lifetime of the original purchasers ownership, this warranty does not apply to commercial, institutional, association or related entities in which case a 25 year limited warranty applies. Labor, installation, and/or, reinstallation and any related costs including but not limited to removal of product, shipping, fabrication and service time for on-site assessment of alleged defects are not included within this warranty and shall not be paid by JR PLASTICS CORPORATION. This warranty only applies to plastic lumber products produced and manufactured by JR PLASTICS CORPORATION which are returned during the warranty period with the transportation charges prepaid by the purchaser.

THIS WARRANTY DOES NOT COVER ANY CLAIMS ARISING FROM ANY DIFFERENCES IN COLOR, FADING, OR SPOTTING AS SUCH IS INTRINSIC TO THE PRODUCT.

PURCHASERS SOLE REMEDY FOR ANY CLAIM WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY, ARISING OUT OF THE USE STORAGE OR POSSESSION OF PRODUCT INCLUDING WITHOUT LIMITATION ANY CLAIM THAT PRODUCT FAILED TO PERFORM AS WARRANTED, SHALL BE REPLACEMENT WITH SUBSTITUTE PRODUCT. LABOR, TRANSPORTATION, INSURANCE AND OTHER INCIDENTAL COSTS OF REPAIR OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE PURCHASER. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF USE, APPLICATION, OR FITNESS FOR PARTICULAR PURPOSE, OR WHETHER PRODUCT MEETS THE REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS.

Notice of any claim under this warranty must be given promptly to JR PLASTICS

CORPORATION in writing along with the original purchase invoice indicating the date of purchase and purchase price, pictures of the defective product and a detailed description of the defect. This notice shall be given within (I) thirty (30) days after receipt of the product if the claim is for nonconformity or breach which could be discovered by visual inspection or (II) thirty (30) days after actual discovery of any nonconformity or breach. Any such claim shall be delivered personally or mailed postage prepaid, to JR PLASTICS CORPORATION, 5111 S. Pine Ave. Suite G Ocala, FL 34480, attention, Customer Service and shall be effective when personally delivered, or three (3) business days after mailing if mailed in the US, or when received by JR PLASTICS CORPORATION if not personally delivered or mailed in the US. Failure to give notice as required by this paragraph shall void any warranty and bar purchaser from any remedy.

THE WARRANTIES AND REMEDIES PRINTED ABOVE ARE THE ONLY WARRANTIES AND REMEDIES VALID TO THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. NO PERSON, AGENT OR DEALER IS AUTHORIZED TO ASSUME OR GRANT ANY GREATER WARRANTY OBLIGATION OR LIABILITY FOR JR PLASTICS CORPORATION. THIS WARRANTY AND ANY AND ALL RIGHTS CREATED HEREIN ARE NOT TRANSFERABLE AND SHALL NOT BE PRORATED DURING THE TERM OF THIS WARRANTY.

Voiding of Warranty, JR PLASTICS CORPORATION will have no warranty obligation with respect to the product if any of the following events occur: a) repairs required as a result of normal wear and tear (b)the product is subjected to abuse, misuse, negligence, improper or abnormal use, failure to maintain, fire, or accident including without limitation, acts of God, or environmental pollutants (c) installation, fabrication, engineering service, maintenance or use of the product is not in accordance with applicable laws and regulations or industry standards: (d) installation, fabrication, engineering service, maintenance or use of the product is performed improperly, negligently, or by unqualified or unauthorized personnel or without competent supervision (e) the movement and/or collapse of the ground or structure on which the assembly incorporating the product is installed: (f) any variations in the original color, including but not limited to fading, discoloration and spotting (g) the product is altered or modified without the prior written approval of JR PLASTICS CORPORATION; or JR PLASTICS CORPORATION has not received full payment of the invoice price of the order containing the warranted Product.

LIMITATION OF LIABILITY PURCHASER AGREES THAT JR PLASTICS CORPORATION'S LIABILITY, UNDER ANY WARRANTY, WHETHER IN CONTRACT, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE

AMOUNT OF THE PURCHASE PRICE PAID. UNDER NO CIRCUMSTANCES SHALL JR PLASTICS CORPORATION BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. THE PRICE STATED FOR THE PRODUCT IS BASED UPON AND IN CONSIDERATION FOR LIMITING JR PLASTICS CORPORATION LIABILITY. NEITHER JR PLASTICS CORPORATION NOR ITS REPRESENTATIVE(S) APPROVE, RECOMMEND, OR PERFORM DESIGN REVIEW FOR SPECIFIC APPLICATIONS OF THESE PRODUCTS. NO PERSON OR ENTITY IS AUTHORIZED BY JR PLASTICS CORPORATION TO MAKE, AND JR PLASTICS CORPORATION SHALL NOT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE PERFORMANCE OF PRODUCT OTHER THAN WHAT IS CONTAINED IN THIS WARRANTY. THIS WARRANTY SHALL NOT BE AMENDED OR ALTERED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY JR PLASTICS CORPORATION AND PURCHASER.

CHOICE OF LAWS/JURISDICTION/LEGAL FEES INCURRED IF THE PURCHASER BRINGS ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS LIMITED WARRANTY, THE PURCHASER IRREVOCABLY AGREES THAT ANY SUCH MATTER MUST BE ADJUDGED OR DETERMINED IN A COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF FLORIDA IN THE COUNTY OF JR PLASTICS CORPORATION'S PRIMARY PLACE OF BUSINESS AND THAT SUCH MATTERS SHALL BE DETERMINED UNDER THE LAWS OF THE STATE OF FLORIDA. THE PURCHASER IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF SAID COURT IN RELATION TO SUCH MATTERS. THE PURCHASER SHALL BE LIABLE TO JR PLASTICS CORPORATION FOR ANY COSTS, DISBURSEMENTS AND/OR REASONABLE LEGAL FEES INCURRED IN SUCCESSFULLY DEFENDING JR PLASTICS CORPORATION'S POSITION IN SUCH MATTERS.

Some states do not allow limitations of the duration of implied warranties or the exclusions or limitation of incidental or consequential damages. This warranty gives you specific legal rights and you may have other rights, which vary from State to State.

JR Plastics Corporation
5111 S. Pine Ave
Suite G
Ocala, FL 34480

CERTIFICATE OF LIABILITY INSURANCE

Date
1/17/2020

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage	NAIC #
Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

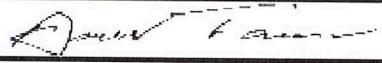
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER
						E.L. Each Accident	\$1,000,000
						E.L. Disease - Ea Employee	\$1,000,000
						E.L. Disease - Policy Limits	\$1,000,000
Other		Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616					

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 98-66-445
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":
Florida Dock & Seawall, LLC dba Tampa Dock & Seawall
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com
Project Name:
 ISSUE 01-17-20 (CF)

Begin Date: 1/15/2020

CERTIFICATE HOLDER
 HILLSBOROUGH COUNTY BUILDING DEPT.
 601 E. KENNEDY BLVD., 19TH FLOOR
 TAMPA, FL 33601

CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2020

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

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

PRODUCER The Hilb Group of Florida, LLC 1345 S Missouri Ave Clearwater FL 33756-6533	CONTACT NAME: Danielle Aviles	
	PHONE (A/C, No., Ext): 813-865-1189	FAX (A/C, No): 813-281-1086
E-MAIL ADDRESS: daviles@hilbgroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Insurance Company (The)		35289
INSURER B : Owners Insurance Co.		32700
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

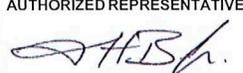
COVERAGES **CERTIFICATE NUMBER:** 551267387 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	ML9780733	1/10/2021	1/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	5022423900	1/10/2021	1/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP EACH PERSON \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX124511	1/10/2021	1/10/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input type="checkbox"/> PROTECTION & INDEMNITY LEASED/RENTED EQUIPMENT			H876608 6075769383	1/10/2021 1/10/2021	1/10/2022 1/10/2022	LIMIT \$ 1,000,000 LIMIT / DEDUCTIBLE \$50,000 / \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Charles Lee Juneau: CGC1518440
 PROTECTION & INDEMNITY COVERAGE INCLUDES CREW MEMBERS FOR JONES ACT.
 Charles Lee Juneau License #: CGC1518440

CERTIFICATE HOLDER HILLSBOROUGH COUNTY BUILDING DEPT 601 E Kennedy Blvd 19th Floor Tampa FL 33601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JUNEAU, CHARLES LEE

TAMPA DOCK & SEAWALL
12401 49TH ST. N.
CLEARWATER FL 33762

LICENSE NUMBER: CGC1518440

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



December 6, 2022

C/O Stephan Brletic
The Reserve at Wilderness Lake
21330 Wilderness Lake Blvd.
Land of Lakes, FL

Via Email: sbretic@jmt.com

Re: Reserve at Wilderness Lake Preserve – Floating Dock Demo

Thank you for considering Tampa Dock and Seawall (TDS) for your project. TDS has been in business since 2009, is bonded and insured, a drug free workplace with employee background checks, has earned an "A+" rating with the Better Business Bureau, and has built thousands of marine construction projects around Tampa Bay.

Scope of Work:

- TDS will remove the kayak rack on the floating and reinstalling it on shore adjacent to the fixed dock entrance.
- TDS will remove the 20' x 19' floating dock and piles & dispose of county approved landfill.
- TDS will move the 12' x 12' floating dock next to the fixed dock.

Contract Cost of: \$8,900.00

Permitting:

No permits are required for this work.

Schedule:

TDS can start your project within four (4) weeks of signing of contract and your project will take three days to complete.

Change Orders:

Change orders are for modifications to the original scope and costs of the original signed proposal. If you would like to make changes, please let your project manager know and we will work with you on executing an official change order.

Unforeseen Submerged Soil Conditions Are Excluded:

Sometimes we unexpectedly hit something hard underground that was not anticipated or accounted for in the original proposal. Simply put, we didn't know about it and you didn't know about it. Specialized equipment at an additional cost may be needed to safely proceed with the project in order to comply with legal building code requirements. If this happens, we will stop construction and discuss the issue and costs with you. An example of this when we discover an excessive amount of hard debris (rock, limestone, debris) below the water bottom that prevents a pile from being jetted and pounded in after repeated efforts. While this is unusual, it does happen and will result in time delays with additional costs.

It is understood that the Contractor does not have a drilling rig. If the Contractor encounters a large object that prohibits setting the pilings to the desired bottom penetration and cannot be moved quickly, the Contractor shall inform the Owner. If drilling or additional equipment and/or time are required, the Owner shall be responsible for all costs.

Our Insurance:

Always ask your builder or contractor about their insurance coverage. TDS maintains a \$1,000,000.00 Marine General Liability policy, Workman's Compensation, USL&H, Jones Act and Auto & Vessel Coverage on all our vehicles and barges. It is required by law that if you work on the water, you have to have Marine General Liability, USL&H and Jones Act policies. These coverages protect you as the homeowner. Whoever you choose to do your work, make sure they have proof of these policies.

Our License:

Always ask your builder who the licensed General Contractor (GC) is for their business. TDS maintains a state certified General Contractors License (CGC1518440). This is highest level of license you can have in the State of Florida. This assures you that the license holder has been vetted and authorized by the state to conduct business in the construction industry on your behalf.

Beware! Many companies have a "qualifier" GC rather than an actual employee or owner of the company. They use the qualifier's GC license (not their own) to obtain permits that only a GC can obtain for your project. That means they don't have one on staff. It also means they lack the qualifications (education, liability, performance bonds, experience, financial stability) needed to get it. Always ask about this!

Our Payment Terms:

Upon acceptance of this proposal, TDS requires \$4,450.00 upon signing of contract with \$4,450.00 upon completion of project.

This contract incorporates Florida Statute 713.015 relating to Florida construction lien law (see attached exhibit and signature line). In the event of default of contract, the prevailing party is entitled to receive reasonable and customary court costs, attorney

fees, and applicable fees, if any in relation to the enforcement of contract. Interest will accrue at a 18% per annum on all accounts not paid within (10) ten days of the project completion.

Our Warranty:

TDS warrants all workmanship for a period of one year. All manufacturer's warranties for products used are also included.

What to Expect When Working With Us:

Step 1. *Sign the proposal and submit a deposit.* After you sign a contract with TDS we will keep you informed during the entire process from permitting through to final inspection.

Step 2. *Sign the permit applications.* Our office manager will forward you the permit paperwork and detailed instructions on how to proceed. We will have all the pertinent information filled out and all you need to do is sign and return to us. This may require a notary depending on your location.

Step 3. *Submit the permit applications.* After we receive the permit paperwork and deposit back from you we will submit it to the required governmental agencies for approval. Our office manager will send you weekly updates on the status of your permit until they are issued. This typically takes 2-6 weeks depending on your location.

Step 4. *Permits get issued.* Once all permits are issued for your project, you will be assigned to a project manager. Your project manager will contact you to work out the start date of the project along with other details like site access, staging areas for material delivery, parking, and work hours. At this point we will collect your next payment for the next phase of the project.

Step 5. *Start the work!* Your project manager will let you know which crew members will be working on your project along with the contact information of the lead foreman. Any changes or questions about the contract scope or terms should only be directed to your project manager in order to avoid miscommunication.

Step 6. *Keep you informed.* TDS will make the customer aware of the status (on time, delays) and any potential site conditions or problems during build out. From time to time unexpected/unforeseen conditions do arise. This typically comes up when we hit rocks while trying to install or pound in the dock pilings. In certain areas, we occasionally run into limestone, debris and rocks below the water bottom. The only way to get through it is with a specialized drill rig that requires additional time and money. Since this is an additional cost to you, we will discuss this with you in advance to get your approval while pausing the project.

Step 7. *Inspect the finished project.* After your project is complete the project manager will walk the project with you. At this time you will receive the final close out

documents/warranties and we ask that you submit the final payment. The project manager will then notify our office manager that the project is complete, and we will call in for all the final inspections. TDS maintains code compliance bonds with the regulatory agencies so you can rest assured that all of our work is built to code and all permits will be closed out. The job isn't complete until you say it is!

We appreciate the opportunity to serve you and hope you will choose us as your trusted marine construction contractor!

Respectfully submitted,

Chuck Juneau

Note: TDS may withdraw this proposal if not accepted within (30) thirty days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. TDS is authorized to do the work specified above.

Signature: _____ Date: _____

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS [713.001-713.37](#), FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Acknowledged & Accepted: _____

January 4, 2023

C/O Stephan Brletic
 The Reserve at Wilderness Lake
 21330 Wilderness Lake Blvd.
 Land of Lakes, FL

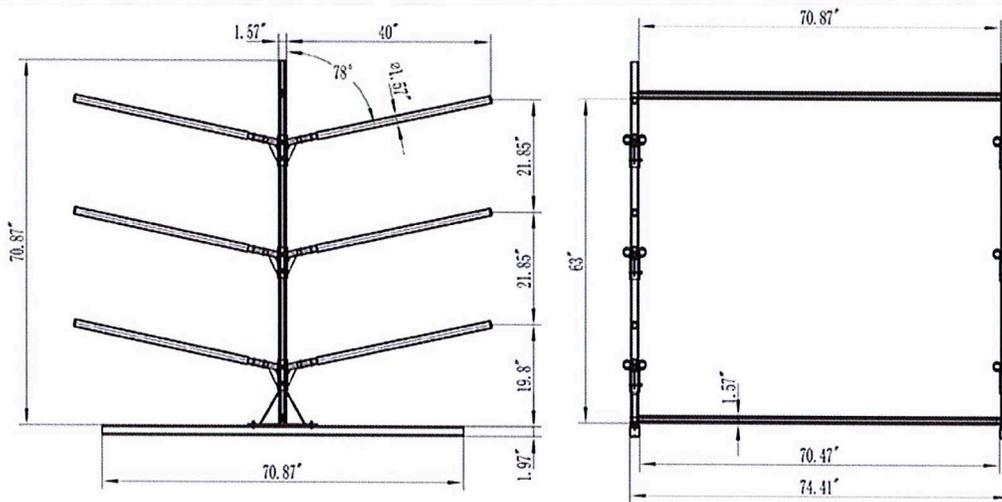
Via Email: sbretic@jmt.com

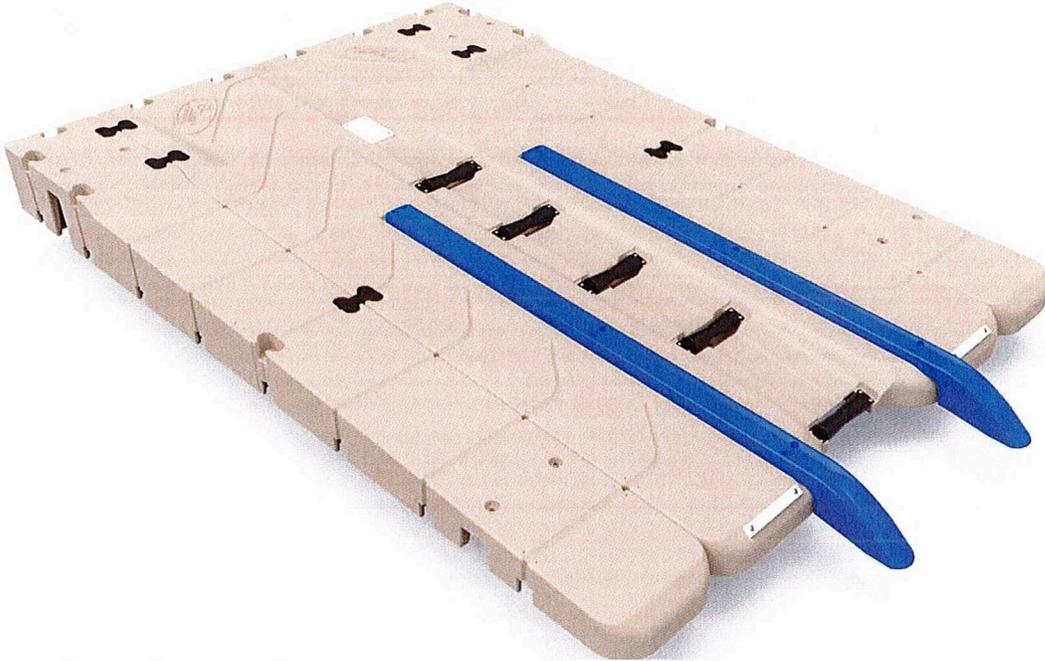
Re: Reserve at Wilderness Lake Preserve – Dock Accessories

Thank you for considering Tampa Dock and Seawall (TDS) for your project. TDS has been in business since 2009, is bonded and insured, a drug free workplace with employee background checks, has earned an “A+” rating with the Better Business Bureau, and has built thousands of marine construction projects around Tampa Bay.

Dock Accessories:

- \$2,877.00 - Freestanding T6061 aluminum rack for 6 kayaks and/or canoes
 - Heavy duty made of 2” square aluminum tubes
 - Delivered and installed on site.





- \$8,617.00 - EZ Boat port BP3000 10' x 14' with side extensions
 - Delivered and installed

Note:

The material costs in this proposal are subject to change due to the current market volatility and unpredictable supply shortages.

Permitting:

This may require a permit. If it does TDS will apply for the permit and customer will be billed at cost for any permit fees.

Change Orders:

Change orders are for modifications to the original scope and costs of the original signed proposal. If you would like to make changes, please let your project manager know and we will work with you on executing an official change order.

Unforeseen Submerged Soil Conditions Are Excluded:

Sometimes we unexpectedly hit something hard underground that was not anticipated or accounted for in the original proposal. Simply put, we didn't know about it and you didn't know about it. Specialized equipment at an additional cost may be needed to safely proceed with the project in order to comply with legal building code requirements. If this happens, we will stop construction and discuss the issue and costs with you. An example of this when we discover an excessive amount of hard debris (rock, limestone, debris) below the water bottom that prevents a pile from being jetted and pounded in

after repeated efforts. While this is unusual, it does happen and will result in time delays with additional costs.

It is understood that the Contractor does not have a drilling rig. If the Contractor encounters a large object that prohibits setting the pilings to the desired bottom penetration and cannot be moved quickly, the Contractor shall inform the Owner. If drilling or additional equipment and/or time are required, the Owner shall be responsible for all costs.

Our Insurance:

Always ask your builder or contractor about their insurance coverage. TDS maintains a \$1,000,000.00 Marine General Liability policy, Workman's Compensation, USL&H, Jones Act and Auto & Vessel Coverage on all our vehicles and barges. It is required by law that if you work on the water, you have to have Marine General Liability, USL&H and Jones Act policies. These coverages protect you as the homeowner. Whoever you choose to do your work, make sure they have proof of these policies.

Our License:

Always ask your builder who the licensed General Contractor (GC) is for their business. TDS maintains a state certified General Contractors License (CGC1518440). This is highest level of license you can have in the State of Florida. This assures you that the license holder has been vetted and authorized by the state to conduct business in the construction industry on your behalf.

Beware! Many companies have a "qualifier" GC rather than an actual employee or owner of the company. They use the qualifier's GC license (not their own) to obtain permits that only a GC can obtain for your project. That means they don't have one on staff. It also means they lack the qualifications (education, liability, performance bonds, experience, financial stability) needed to get it. Always ask about this!

Our Payment Terms:

Upon acceptance of this proposal, TDS requires \$11,784.00 upon signing of contract with \$11,784.00 upon completion of project.

This contract incorporates Florida Statute 713.015 relating to Florida construction lien law (see attached exhibit and signature line). In the event of default of contract, the prevailing party is entitled to receive reasonable and customary court costs, attorney fees, and applicable fees, if any in relation to the enforcement of contract. Interest will accrue at a 18% per annum on all accounts not paid within (10) ten days of the project completion.

Our Warranty:

TDS warrants all workmanship for a period of one year. All manufacturer's warranties for products used are also included.

What to Expect When Working With Us:

Step 1. *Sign the proposal and submit a deposit.* After you sign a contract with TDS we will keep you informed during the entire process from permitting through to final inspection.

Step 2. *Sign the permit applications.* Our office manager will forward you the permit paperwork and detailed instructions on how to proceed. We will have all the pertinent information filled out and all you need to do is sign and return to us. This may require a notary depending on your location.

Step 3. *Submit the permit applications.* After we receive the permit paperwork and deposit back from you we will submit it to the required governmental agencies for approval. Our office manager will send you weekly updates on the status of your permit until they are issued. This typically takes 2-6 weeks depending on your location.

Step 4. *Permits get issued.* Once all permits are issued for your project, you will be assigned to a project manager. Your project manager will contact you to work out the start date of the project along with other details like site access, staging areas for material delivery, parking, and work hours. At this point we will collect your next payment for the next phase of the project.

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Step 7. *Inspect the finished project.* After your project is complete the project manager will walk the project with you. At this time you will receive the final close out documents/warranties and we ask that you submit the final payment. The project manager will then notify our office manager that the project is complete, and we will call in for all the final inspections. TDS maintains code compliance bonds with the regulatory agencies so you can rest assured that all of our work is built to code and all permits will be closed out. The job isn't complete until you say it is!

We appreciate the opportunity to serve you and hope you will choose us as your trusted marine construction contractor!

Respectfully submitted,

Chuck Juneau

Note: TDS may withdraw this proposal if not accepted within (30) thirty days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. TDS is authorized to do the work specified above.

Signature: _____ Date: _____

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Acknowledged & Accepted: _____