

## Summer Woods Community Development District

## Board of Supervisors' Meeting August 6, 2020

District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
(239) 936-0913

www.summerwoodscdd.org

### SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221

**Board of Supervisors** Jim Harvey Chairman

Greg Meath Vice Chairman

David Truxton Assistant Secretary
Troy Simpson Assistant Secretary
Adam Painter Assistant Secretary

**District Manager** Belinda Blandon Rizzetta & Company, Inc.

**District Counsel** Jere Earlywine Hopping Green & Sams, P.A.

**District Engineer** Matt Morris Morris Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where 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 (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 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.

#### SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FLORIDA 33912

www.SummerWoodsCDD.org

July 30, 2020

Board of Supervisors

Summer Woods Community

Development District

#### **AGENDA**

**Dear Board Members:** 

The regular meeting of the Board of Supervisors of the Summer Woods Community Development District will be held on Thursday, August 6, 2020 at 9:30 a.m. Please be advised that the Florida Governor's Office has declared a state of emergency due to the Coronavirus (COVID-19). As a result, the meeting is being conducted by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-114, 20-150 and 20-179 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 8, 2020 June 23, 2020 and July 29, 2020, respectively, and any extensions thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus.

While it is necessary to hold a meeting of the District's Board of Supervisors despite the current public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so telephonically by attending a scheduled Zoom meeting. The information for accessing the meeting is as follows: Dial +1 312 626 6799 or +1 929 205 6099, Meeting ID: 997 5454 8722, Password: 735232. For assistance using Zoom please contact the District Manager in advance of the meeting at <a href="mailto:BBlandon@rizzetta.com">BBlandon@rizzetta.com</a> or by calling 239-936-0913. Additionally, written public comments and questions can be e-mailed to the District Manager in advance of the meeting at <a href="mailto:BBlandon@rizzetta.com">BBlandon@rizzetta.com</a>, or mailed to the District Manager at Summer Woods CDD, c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912. Comments and questions received by 2:00 p.m. the day prior to the meeting will be read into the record at the meeting and become part of the permanent record of the meeting.

The following is the agenda for this meeting:

1.	CAL	L TO ORDER/ROLL CALL					
2.	PUB	SLIC COMMENT					
3.	BUSINESS ADMINISTRATION						
	Α.	Consideration of the Minutes of the Board of Supervisors'					
		Meeting held on May 27, 2020	Tab 1				
	B.	Consideration of the Operation and Maintenance Expenditures					
		for the Months of May and June 2020	Tab 2				
4.	BUS	SINESS ITEMS					
	A.	Ratification of Series 2018A2 Construction Account					
		Requisitions for Payment #39 through #42	Tab 3				

	B.	Ratification of Series 2020 Special Assessment	
		Bonds Requisitions for Payment #1 through #22	Tab 4
	C.	Ratification of Acceptance of 2019 Audit	Tab 5
	D.	Ratification of Assignment of Contractor Agreement and	
		Acquisition of Completed Improvements (Phase 1D)	Tab 6
	E.	Consideration of Resolution 2020-11, Resetting Public	
		Hearing on Rules of Procedure	Tab 7
	F.	Public Hearing Related to Rules of Procedure	
		Presentation of Proposed Rules of Procedure	Tab 8
		2. Consideration of Resolution 2020-12, Adopting	
		Rules of Procedure	Tab 9
	G.	Consideration of Resolution 2020-13, Adopting a Meeting	
		Schedule for Fiscal Year 2020/2021	Tab 10
	H.	Discussion Regarding Pond Bank Mowing	
	l.	Public Hearing Related to Fiscal Year 2020/2021 Budget	
		Presentation of Proposed Final Budget for Fiscal	
		Year 2020/2021	Tab 11
		<ol><li>Consideration of Resolution 2020-14, Annual</li></ol>	
		Appropriations and Adopting a Final Budget	
		for Fiscal Year 2020/2021	Tab 12
		<ol><li>Consideration of Resolution 2020-15, Fiscal</li></ol>	
		Year 2020/2021 Assessments	Tab 13
5.	STA	FF REPORTS	
	Α.	District Counsel	
	B.	District Engineer	
	C.	District Manager	
6.	SUP	ERVISOR REQUESTS AND COMMENTS	

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 (239) 936-0913.

Very truly yours,

Belinda Blandon

Belinda Blandon District Manager

cc: Katie Buchanan, Hopping Green & Sams, P.A.

**ADJOURNMENT** 

7.

MINUTES OF MEETING 1 2 3 4 5 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. 6 **SUMMER WOODS** 7 **COMMUNITY DEVELOPMENT DISTRICT** 8 9 10 The special meeting of the Board of Supervisors of the Summer Woods Community Development District was held on Wednesday, May 27, 2020 at 9:51 a.m. 11 by means of Zoom communications media technology pursuant to Executive Orders 20-12 13 52, 20-69 and 20-91 issued by Governor DeSantis on March 9, 2020, March 20, 2020 and April 1, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. 14 15 Present and constituting a quorum were: 16 17 Jim Harvey **Board Supervisor, Chairman** 18 Greg Meath **Board Supervisor, Vice Chairman** 19 **Board Supervisor, Assistant Secretary** Troy Simpson 20 21 David Truxton **Board Supervisor, Assistant Secretary** Adam Painter **Board Supervisor, Assistant Secretary** 22 23 24 Also present were: 25 District Manager, Rizzetta & Company, Inc. 26 Belinda Blandon Katie Buchanan District Counsel, Hopping Green & Sams, P.A. 27 Matt Morris District Engineer, Morris Engineering 28 29 FIRST ORDER OF BUSINESS Call to Order 30 31 Ms. Blandon called the meeting to order and conducted the roll call. 32 33 SECOND ORDER OF BUSINESS **Public Comment** 34 35 Ms. Blandon stated for the Record that no members of the public were present. 36 37 THIRD ORDER OF BUSINESS Consideration of the Minutes of the 38 Board of Supervisors' Meeting held on 39 March 5, 2020 40 41 42 Ms. Blandon presented the minutes of the Board of Supervisors' meeting held on

March 5, 2020 and asked if there were any questions, comments, or revisions to the

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44 45 minutes. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Simpson, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on March 5, 2010, for the Summer Woods Community Development District.

#### **FOURTH ORDER OF BUSINESS**

Consideration of the Minutes of the Continued Board of Supervisors' Meeting held on March 12, 2020

Ms. Blandon presented the minutes of the Continued Board of Supervisors' meeting held on March 12, 2020 and asked if there were any questions, comments, or revisions to the minutes. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Meath, with all in favor, the Board Approved the Minutes of the Continued Board of Supervisors' Meeting held on March 12, 2010, for the Summer Woods Community Development District.

#### FIFTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for the Months of February, March and April 

Ms. Blandon advised that the operations and maintenance expenditures for the period of February 1-29, 2020 totaled \$10,205.27, the operations and maintenance expenditures for the period of March 1-31, 2020 totaled \$11,472.60 and the operations and maintenance expenditures for the period of April 1-30, 2020 totaled \$18,420.16. She asked if there were any questions regarding any item of expenditure. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Meath, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Months of February 2020 (\$10,205.27), March 2020 (\$11,472.60) and April 2020 (\$18,420.16), for the Summer Woods Community Development District.

#### SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-07, Redesignating Authorized Signatories

Ms. Blandon provided an overview of the resolution and asked if there were any questions. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Meath, with all in favor, the Board Adopted Resolution 2020-07, Redesignating Authorized Signatories of the District, for the Summer Woods Community Development District.

#### SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-08, Redesignating Secretary of the District

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Ms. Blandon provided an overview of the resolution advising that the resolution is necessary due to personnel changes within Rizzetta & Company. She asked if there were any questions. There were none.

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On a Motion by Mr. Harvey, seconded by Mr. Painter, with all in favor, the Board Adopted Resolution 2020-08, Redesignating Mr. Bob Schleifer as Secretary of the District, for the Summer Woods Community Development District.

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#### **EIGHTH ORDER OF BUSINESS**

Consideration of Resolution 2020-09, Setting the Landowner Meeting and Election

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Ms. Blandon provided an overview of the resolution advising that the Landowner meeting and election is scheduled for Thursday, November 5, 2020 at 9:30 a.m. She further advised that seats 1, 2 and 3, currently held by Troy Simpson, Greg Meath, and Adam Painter, respectively, are up for election. Ms. Blandon asked if there were any questions. There were none.

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On a Motion by Mr. Harvey, seconded by Mr. Painter, with all in favor, the Board Adopted Resolution 2020-09, Setting the Landowner Election and Meeting for Thursday, November 5, 2020 at 9:30 a.m., for the Summer Woods Community Development District.

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#### **NINTH ORDER OF BUSINESS**

Presentation of the Proposed Budget for Fiscal Year 2020/2021

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Ms. Blandon provided an overview of the proposed budget for fiscal year 2020/2021 advising that the proposed budget as presented includes an overall increase of \$26,300.00. She asked if there were any questions regarding the proposed budget. There were none.

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#### **TENTH ORDER OF BUSINESS**

Consideration of Resolution 2020-10, Approving a Proposed Budget for Fiscal Year 2020/2021 and Setting a Public Hearing Thereon

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Ms. Blandon provided an overview of the resolution and asked if there were any questions. There were none.

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On a Motion by Mr. Meath, seconded by Mr. Painter, with all in favor, the Board Adopted Resolution 2020-10, Approving a Proposed Budget for Fiscal Year 2020/2021 and Setting a Public Hearing Thereon for Thursday, August 6, 2020 at 9:30 a.m., for the Summer Woods Community Development District.

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ELE\	/ENTH	ORDER OF BUSINESS	Staff Reports	
	A.	District Counsel		
	, · · ·	Ms. Buchanan advised that s	she had no report	
		me. Baenanan aavieea mare	ine nad ne repera	
	B.	District Engineer		
		Mr. Morris advised he had no	report.	
	C.	District Manager		
		Ms. Blandon advised that per	Florida Statute the Distric	t is required, prior to
		June 1st of each year, to ann	ounce the number of regist	tered voters residing
		within the District as of April	15 of that year. She stated	d that as of April 15,
		2020, there are 51 persons		
		Woods Community Develop		ed by the Manatee
		County Supervisor of Electio	ns.	
		Ms. Blandon advised that the	his meeting is being cont	inued to Thursday,
		August 6, 2020 at 9:30 am.		
TWE	LFTH (	ORDER OF BUSINESS	Supervisor Reques	ts and Audience
			comments	
	Ms. B	Blandon opened the floor for Su	upervisor requests and con	nments.
the p		ruxton inquired as to the status ot open at this time.	of the pool opening. Ms. B	landon advised that
THIR	TEENT	TH ORDER OF BUSINESS	Adjournment	
	Ms. E	Blandon stated there was no fu	urther business to come be	efore the Board and
asked	d for a ı	motion to adjourn the meeting.		
		on by Mr. Harvey, seconded	•	
Adjo Disti		the Meeting at 10:03 a.m., for	the Summer Woods Comi	nunity Development
Secre	etary / A	Assistant Secretary	Chairman / Vice Chair	man

#### SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FORT MYERS, FLORIDA 33912

## Operation and Maintenance Expenditures May 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2020 through May 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:	\$13,258.92
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

#### **Summer Woods Community Development District**

#### Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Peace River Electric Cooperative	000268	170982001 04/20	Entry Sign Lighting 04/20	\$	45.33
Pools by Lowell, Inc.	000274	213168	Pool Service 7 Stops 05/20	\$	753.90
Rizzetta & Company, Inc.	000271	INV0000049216	District Management Fees 05/20	\$	3,850.00
Rizzetta Technology Services	000269	INV000005754	Website Hosting & Development 05/20	\$	100.00
Solitude Lake Management, LLC	000272	PI-A00403674	Lake & Pond Management - Wetland 05/20	\$	523.00
Solitude Lake Management, LLC	000272	PI-A00403675	Lake & Pond Management - Aquatic 05/20	\$	603.00
Sun State Landscape Management, Inc.	000273	29998	Monthly Landscape Maintenance 05/20	\$	5,067.39
Tree Farm 2, Inc. dba	000267	10-106765	Monthly Landscape Maintenance 04/20	\$	1,158.15
Cornerstone Property Care Tree Farm 2, Inc. dba Cornerstone Property Care	000270	10-107128	Monthly Landscape Maintenance 05/20	<u>\$</u>	1,158.15
Report Total				\$	13,258.92

#### SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FORT MYERS, FLORIDA 33912

## Operation and Maintenance Expenditures June 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2020 through June 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:	\$16,516.19
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

#### **Summer Woods Community Development District**

#### Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Bradenton Herald, Inc.	000277	0001885648	Legal Advertising 05/19/20	\$	143.91
,					
Grau & Associates	000286	19825	Auditing Services FY Ending 09/30/19	\$	2,500.00
Hopping Green & Sams, P.A.	000280	114935	General Legal Services 04/20	\$	553.25
Michael Fields DBA Fields Consulting Group, LLC	000279	2255	Closed Signs for Amenity Center 05/20	\$	30.00
Michael Fields DBA Fields	000282	2265	Signs for Amenity Center 06/20	\$	144.00
Consulting Group, LLC Peace River Electric Cooperative	000281	170982001 05/20	Entry Sign Lighting 05/20	\$	44.06
Peace River Electric Cooperative	000285	170982003 Deposit	Deposit for 11205 Daybreak Gln	\$	500.00
Pools by Lowell, Inc.	000283	214099	Green Pool Cleanup 06/20	\$	300.00
Pools by Lowell, Inc.	000283	214100	16X32 Telescopic Pole 06/20	\$	250.88
Rizzetta & Company, Inc.	000275	INV000050099	District Management Fees 06/20	\$	3,850.00
Rizzetta Technology Services	000276	INV000005855	Website Hosting & Development 06/20	\$	100.00
Sun State Landscape	000284	30491	Turf Replacement, Fertiliztion and	\$	5,067.39
Management, Inc. Sun State Landscape	000284	30542	Irrigation 06/20 Mulch Replacement 06/20	\$	1,874.55
Management, Inc. Tree Farm 2, Inc. dba Cornerstone Property Care	000278	10-108022	Monthly Landscape Maintenance 06/20	<u>\$</u>	1,158.15

#### **Summer Woods Community Development District**

Paid Operation & Maintenance Expenditures

June 1, 2020 Through June 30, 2020

Vendor Name	Check Number Invoice Number	Invoice Description	Invoice Amount
Report Total			\$ 16,516.19

Summer Woods CDD - Construction Account Series 2018A-2, Requisitions for Payment					
Requisition No.	Vendor	Amount			
39	RIPA & Associates, LLC	\$	105,616.12		
40	RIPA & Associates, LLC	\$	91,239.70		
41	RIPA & Associates, LLC	\$	102,569.68		
42	RIPA & Associates, LLC	\$	149,566.20		
	Total	\$	252,135.88		

Summer Woods CDD - Series 2020, Requisitions for Payment					
Requisition No.	Vendor		Amount		
1	VK Summerwoods LLC	\$	1,670,196.62		
2	FORTLINE, INC	\$	10,907.50		
3	RIPA & Associates, LLC	\$	13,456.12		
4	RIPA & Associates, LLC	\$	153,652.05		
5	RIPA & Associates, LLC	\$	144,811.66		
6	RIPA & Associates, LLC	\$	130,907.92		
7	Morris Engineering & Consulting, LLC	\$	4,425.00		
8	RIPA & Associates, LLC	\$	85,527.00		
9	Morris Engineering & Consulting, LLC	\$	900.00		
10	RIPA & Associates, LLC	\$	63,217.83		
11	Greene Hamrick Quinlan & Shermer, PA	\$	6,500.00		
12	Morris Engineering & Consulting, LLC	\$	975.00		
13	RIPA & Associates, LLC	\$	99,963.00		
14	RIPA & Associates, LLC	\$	15,943.28		
15	RIPA & Associates, LLC	\$	22,808.30		
16	RIPA & Associates, LLC	\$	121,495.56		
17	RIPA & Associates, LLC	\$	318,669.75		
18	Atlantic TNG	\$	3,194.85		
19	Atlantic TNG	\$	24,638.25		
20	Morris Engineering & Consulting, LLC	\$	1,575.00		
21	Atlantic TNG	\$	41,944.30		
22	RIPA & Associates, LLC	\$	469,927.58		
	Total	\$	3,405,636.57		

SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2019

#### SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA

#### **TABLE OF CONTENTS**

	Page
INDEPENDENT AUDITOR'S REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS	3-6
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements:	_
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:  Balance Sheet – Governmental Funds	9
Reconciliation of the Balance Sheet – Governmental Funds	9
to the Statement of Net Position	10
Statement of Revenues, Expenditures and Changes in Fund Balances –	10
Governmental Funds	11
Reconciliation of the Statement of Revenues, Expenditures and Changes in	
Fund Balances of Governmental Funds to the Statement of Activities	12
Notes to the Financial Statements	13-21
REQUIRED SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance –	00
Budget and Actual – General Fund	22 23
Notes to Required Supplementary Information	23
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL	
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH	
GOVERNMENT AUDITING STANDARDS	24-25
GOVERNMENT AUDITING STANDARDS	24-25
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS	
OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10)	
OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA	26
MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL	
OF THE STATE OF FLORIDA	27-28



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#### INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors Summer Woods Community Development District Manatee County, Florida

#### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and each major fund of Summer Woods Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2019, and the respective changes in financial position thereof for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America.

#### **Other Matters**

#### Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 12, 2020, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Draw & Associates

June 12, 2020

#### MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Summer Woods Community Development District, Manatee County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2019. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

#### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$406,435.
- The change in the District's total net position in comparison with the prior fiscal year was \$783,820, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2019, the District's governmental funds reported combined ending fund balances of \$489,302, a decrease of (\$2,327,969) in comparison with the prior fiscal year. A portion of the fund balance is restricted for debt service and the remainder is deficit unassigned fund balance in the capital projects fund.

#### **OVERVIEW OF FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by developer revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance and operations.

#### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: the governmental funds.

#### OVERVIEW OF FINANCIAL STATEMENTS (Continued)

#### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

#### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

#### **GOVERNMENT-WIDE FINANCIAL ANALYSIS**

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

#### NET POSITION SEPTEMBER 30.

	 2019	2018
Current and other assets	\$ 947,927	\$ 4,575,323
Capital assets, net of depreciation	 6,351,839	2,968,880
Total assets	 7,299,766	7,544,203
Current liabilities	583,368	1,856,588
Long-term liabilities	6,309,963	6,065,000
Total liabilities	6,893,331	7,921,588
Net position		
Net investment in capital assets	365,785	(2,778,798)
Restricted	474,681	2,401,413
Unrestricted	 (434,031)	_
Total net position	\$ 406,435	\$ (377,385)

#### GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position increased during the most recent fiscal year. The majority of the increase is the result of prepayments received for lot sales for which the related debt payments were not made before fiscal year end. The remaining increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

#### CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

	2019			2018		
Revenues:						
Program revenues						
Charges for services	\$	1,133,962	\$	-		
Operating grants and contributions		42,303		54,117		
Capital grants and contributions		31,330		16,319		
General revenues						
Miscellaneous income		-		131		
Total revenues		1,207,595		70,567		
Expenses:						
General government		80,773		49,243		
Maintenance and operations		28,979		897		
Interest on long-term debt		312,773		98,536		
Bond issue costs		1,250		297,050		
Total expenses		423,775		445,726		
Change in net position		783,820		(375, 159)		
Net position - beginning		(377,385)		(2,226)		
Net position - ending	\$	406,435	\$	(377,385)		

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2019 was \$423,775. The costs of the District's activities were primarily funded by program revenues. Program revenues were comprised primarily of assessments, (including prepayments), and developer contributions during the current fiscal year, and developer contributions during the prior fiscal year. The District also received funds from investment earnings.

#### GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2019.

#### CAPITAL ASSETS AND DEBT ADMINISTRATION

#### Capital Assets

At September 30, 2019, the District had \$6,351,839 invested in capital assets for its governmental activities. More detailed information about the District's capital assets is presented in the notes to the financial statements.

#### Capital Debt

At September 30, 2019, the District had \$5,700,000 in Bonds outstanding for its governmental activities. The District also reported a Developer advance of \$609,963 at September 30, 2019. More detailed information about the District's capital debt is presented in the notes to the financial statements.

#### ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND OTHER EVENTS

It is anticipated that the general operations of the District will increase as the District is being built.

Subsequent to the end of the fiscal year, the District issued \$6,875,000 in Series 2020 Special Assessment Bonds to finance acquisition of additional infrastructure.

#### CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Summer Woods Community Development District's Finance Department at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625.



## SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA STATEMENT OF NET POSITION SEPTEMBER 30, 2019

	Governmental Activities		
ASSETS			
Cash	\$	3,688	
Assessments receivable		144,130	
Prepaid items and deposits		10,292	
Restricted assets:			
Investments		789,817	
Capital assets:			
Nondepreciable		6,351,839	
Total assets		7,299,766	
LIABILITIES			
Accounts payable and accrued expenses		6,867	
Contracts and retainage payable		444,645	
Accrued interest payable		124,743	
Unearned revenue	7,113		
Non-current liabilities:			
Due within one year		55,000	
Due in more than one year		6,254,963	
Total liabilities		6,893,331	
NET POOLTON			
NET POSITION		005 705	
Net investment in capital assets		365,785	
Restricted for debt service		474,681	
Unrestricted		(434,031)	
Total net position	\$	406,435	

# SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

(1,250)Changes in Net 28,979 753,740 2,351 783,820 Net (Expense) Revenue and Governmental Activities Position S Contributions 31,330 31,330 Grants and Capital S Program Revenues Contributions 42,303 31,552 10,751 Grants and Operating ᡐ 78,200 1,055,762 1,133,962 Charges Services ф S 28,979 312,773 80,773 1.250 423,775 Expenses S Total governmental activities Maintenance and operations Interest on long-term debt Governmental activities: General government Primary government: Functions/Programs Bond issue costs

783,820	(377,385)	3 406,435
Change in net position	Net position - beginning	Net position - ending

See notes to the financial statements

## SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2019

	Major Funds				Total			
	Debt		Capital		Governmental			
	General		Service		Projects		Funds	
ASSETS								
Cash	\$	3,688	\$	-	\$	-	\$	3,688
Investments		-		779,203		10,614		789,817
Assessments receivable		-		144,130		-		144,130
Prepaid items and deposits		10,292		-		-		10,292
Total assets	\$	13,980	\$	923,333	\$	10,614	\$	947,927
LIABILITIES AND FUND BALANCES Liabilities:								
Accounts payable and accrued expenses	\$	6,867	\$	-	\$	-	\$	6,867
Contracts and retainage payable		-		-		444,645		444,645
Unearned revenue		7,113		-		-		7,113
Total liabilities		13,980		-		444,645		458,625
Fund balances: Restricted for:								
Debt service		-		923,333		-		923,333
Unassigned		-		-		(434,031)		(434,031)
Total fund balances		-		923,333		(434,031)		489,302
Total liabilities and fund balances	\$	13,980	\$	923,333	\$	10,614	\$	947,927

## SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA RECONCILIATION OF THE BALANCE SHEET – GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2019

Fund balance - governmental funds		\$ 489,302
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.  Cost of capital assets  Accumulated depreciation	6,351,839 -	6,351,839
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.  Accrued interest payable  Developer payable  Bonds payable	(124,743) (609,963) (5,700,000)	(6,434,706)
Net position of governmental activities		\$ 406,435

# SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

			Total			
			Debt	Governmental		
		Seneral	Service	Projects	Funds	
REVENUES					_	
Assessments	\$	78,200	\$ 1,055,762	\$ -	\$ 1,133,962	
Developer contributions		31,552	-	-	31,552	
Interest income	-	-	10,751	31,330	42,081	
Total revenues		109,752	1,066,513	31,330	1,207,595	
EXPENDITURES						
Current:						
General government		80,773	-	-	80,773	
Maintenance and operations		28,979	-	-	28,979	
Debt service:						
Principal		-	365,000	-	365,000	
Interest		-	286,566	-	286,566	
Bond issuance costs		-	-	1,250	1,250	
Capital outlay		-	-	3,382,959	3,382,959	
Total expenditures		109,752	651,566	3,384,209	4,145,527	
Excess (deficiency) of revenues						
over (under) expenditures		-	414,947	(3,352,879)	(2,937,932)	
OTHER FINANCING SOURCES (USES)						
Developer advances				609,963	609,963	
Total other financing sources (uses)				609,963	609,963	
Total other infallenty sources (uses)				009,903	009,900	
Net change in fund balances		-	414,947	(2,742,916)	(2,327,969)	
Fund balances - beginning		-	508,386	2,308,885	2,817,271	
Fund balances - ending	\$	-	\$ 923,333	\$ (434,031)	\$ 489,302	

#### SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA

## RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

Net change in fund balances - total governmental funds	\$ (	2,327,969)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.		3,382,959
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.		365,000
Governmental funds report Developer advances as financial resources when cash is received, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.		(609,963)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.		(26,207)
Change in net position of governmental activities	\$	783,820

## SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA NOTES TO THE FINANCIAL STATEMENTS

#### NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY

Summer Woods Community Development District (the "District") was established on September 1, 2011 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Manatee County Ordinance 11-13. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the landowners of the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2019, all of the Board of Supervisors are affiliated with VK Summerwoods Investors LLC ("Developer").

The Board has the responsibility for:

- 1. Allocating and levying assessments.
- 2. Approving budgets.
- 3. Exercising control over facilities and properties.
- 4. Controlling the use of funds generated by the District.
- 5. Approving the hiring and firing of key personnel.
- 6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

#### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### **Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

#### NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

#### <u>Assessments</u>

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operations and maintenance of the District. The fiscal year for which annual assessments may be levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

#### General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

#### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

#### Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

#### Assets, Liabilities and Net Position or Equity

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Assets, Liabilities and Net Position or Equity (Continued)

#### **Deposits and Investments**

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Assets, Liabilities and Net Position or Equity (Continued)

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

<u>Committed fund balance</u> – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

<u>Assigned fund balance</u> – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

#### NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### **Other Disclosures**

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

#### **NOTE 3 – BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year, the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

#### **NOTE 4 - DEPOSITS AND INVESTMENTS**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate Bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

#### Investments

The District's investments were held as follows at September 30, 2019:

	Amortized Cost		Credit Risk	Maturities		
Goldman Sachs Financial Square Funds-Government Fund Total Investments	\$	789,817 789,817	S&P AAAm	Weighted average of the fund portfolio: 43 days		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indentures limit the type of investments held using unspent proceeds.

#### NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

#### **Investments (Continued)**

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs other than quoted market prices are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

#### **NOTE 5 - CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2019 was as follows:

	Beginning				Ending
	 Balance	Additions	Di	sposals	Balance
Governmental activities					
Capital assets, not being depreciated					
Infrastructure under construction	\$ 2,968,880	\$ 3,382,959	\$	-	\$ 6,351,839
Total capital assets, not being depreciated	 2,968,880	3,382,959		-	6,351,839
Governmental activities capital assets, net	\$ 2,968,880	\$ 3,382,959	\$	-	\$ 6,351,839

The total construction project was expected to cost approximately \$16.72 million, with \$6.512 million allocated to the Assessment Area One Project and \$10.208 million allocated to the remainder of the district lands outside of the Assessment Area One. The infrastructure will include roadways, stormwater management systems, water distribution, sanitary sewer, landscaping, irrigation and recreational facilities. The net proceeds from the Series 2018A Bonds are approximately \$5.2 million and will be used by the District to provide funds for the construction of a portion of the Assessment Area One Project. The District entered into an acquisition agreement with the Developer whereby the Developer has agreed to advance, fund, commence and/or complete certain infrastructure improvements. In connection with the agreement, the District paid the Developer \$1,839,636 as payment for acquired infrastructure improvements in a prior fiscal year. The Developer entered into a completion agreement to fund or cause to be funded the completion of the Assessment Area One Project to the extent that the Series 2018A Bonds are not sufficient to pay for the entire Assessment Area One Project. Upon completion, certain improvements are expected to be conveyed to other governments. During the current fiscal year, the District entered into a construction funding agreement with the Developer, whereas certain funds advanced by the Developer to finance the unfunded portion of the 2018 project would be reimbursed by future Bond issuances. Pursuant to this agreement, the Developer advanced \$609,963 to the District during the current fiscal year. See Note 6 – Long-Term Liabilities for more information.

The District has entered into a construction contract in connection with the construction of various infrastructure improvements. The construction contract covers both private development being conducted for the benefit of the Developer as well as public infrastructure improvements within the scope of the District's capital improvement plan. The District entered into a cost share agreement with the Developer whereby the Developer has agreed to pay for the cost of the work in addition to that work which is identified as being the District's responsibility, for such items of work that are not included in the District's capital improvement plan.

#### **NOTE 5 – CAPITAL ASSETS (Continued)**

There were no receipts from the Developer during the fiscal year in connection with the cost share agreement.

Subsequent to the end of the fiscal year, the District issued Series 2020 Bonds to finance the Area Two project. Area Two Project was revised and will be constructed in two sub-parts, the 2020 Project for the next 338 residential units outside the Area One project, and an additional 147 units to be part of a future project. The total cost of the revised Area Two project is estimated at \$18,003,000, of which \$13,790,000 is estimated for the 2020 Project. The net construction proceeds from the Series 2020 Bonds are approximately \$6.2 million and will be used by the District to provide funds for the construction of a portion of the Assessment Area Two - 2020 Project. The Developer entered into a completion agreement to fund or cause to be funded the completion of the 2020 Project.

#### **NOTE 6 – LONG-TERM LIABILITIES**

#### Series 2018

On May 30, 2018, the District issued \$6,065,000 of Special Assessments Bonds, Series 2018A-1 and 2018A-2 consisting of multi-term Bonds with interest rates ranging from 4% - 5.375% due November 1, 2023 – November 1, 2048. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2018A-1 Bonds is to be paid serially commencing November 1, 2019 through November 1, 2048. Principal on the Series 2018A-2 Bonds is due on November 1, 2029.

The Series 2018A-1 are subject to redemption at the option of the District prior to their maturity. The Series 2018A-1 and Series 2018A-2 are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments from lot closings and prepaid \$365,000 of the Series 2008A-2 Bonds. See Note 13 - Subsequent Events for additional call amounts subsequent to the fiscal year end

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2019.

#### **Developer Advance**

During the current fiscal year, the District entered into a construction funding agreement with the Developer, whereas certain funds advanced by the Developer to finance the unfunded portion of the 2018 project would be reimbursed by future Bond issuances. Pursuant to this agreement, the Developer advanced \$609,963 to the District during the current fiscal year. The amount has not been included in the maturity schedule below. See Note 13 - Subsequent Events for additional information.

#### Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2019 were as follows:

	Beginning Balance		Additions Red		Ending Reductions Balance		Due Within One Year			
Governmental activities										_
Bonds payable:										
Series 2018	\$	6,065,000	\$	-	\$	(365,000)	\$	5,700,000	\$	55,000
Developer liability		-		609,963		-		609,963		-
Total	\$	6,065,000	\$	609,963	\$	(365,000)	\$	6,309,963	\$	55,000

#### NOTE 6 - LONG-TERM LIABILITIES (Continued)

At September 30, 2019, the scheduled debt service requirements on the long-term debt were as follows:

Year ending	Governmental Activities						
September 30:		Principal	Interest		Total		
2020	\$	55,000	\$	298,281	\$	353,281	
2021		55,000		296,081		351,081	
2022		60,000		293,781		353,781	
2023		60,000		291,381		351,381	
2024		65,000		288,881		353,881	
2025-2029		365,000		1,394,031		1,759,031	
2030-2034		2,610,000		771,491		3,381,491	
2035-2039		610,000		572,600		1,182,600	
2040-2044		790,000		387,538		1,177,538	
2045-2049		1,030,000		144,319		1,174,319	
Total	\$	5,700,000	\$	4,738,384	\$	10,438,384	

#### **NOTE 7 – DEFICIT FUND EQUITY**

At September 30, 2019, the District has a deficit fund balance in the capital projects fund of (\$434,031). The deficit will be eliminated in the subsequent period through Developer advance or through the issuance of Bonds.

#### **NOTE 8 - DEVELOPER TRANSACTIONS**

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$31,552. The District also reported \$7,113 in unearned revenues at September 30, 2019.

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

#### **NOTE 9 - CONCENTRATION**

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

#### **NOTE 10 - MANAGEMENT COMPANY**

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

#### **NOTE 11 - RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

#### **NOTE 12 - COMMITMENTS AND CONTINGENCIES**

As of September 30, 2019, the District had open contracts for various construction projects. The contracts totaled approximately \$2.9 million, of which approximately \$1.7 million was uncompleted at September 30, 2019. The remaining contract costs are expected to be financed by Developer advances or contributions, and/or Bond proceeds.

#### **NOTE 13 - SUBSEQUENT EVENTS**

#### **Bond Issuance**

Subsequent to fiscal year end, the District issued \$6,875,000 in Series 2020 Special Assessment Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2025 - May 1, 2050 and fixed interest rates ranging from 3.0% to 4.0%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

#### **Bond Payments**

Subsequent to fiscal year end, the District prepaid a total of \$1,180,000 of the Series 2008A-2 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

#### **Developer Advances**

Subsequent to fiscal year end, the District advanced an additional \$1,431,954 to finance the acquisition and construction of certain improvements for the benefit of the District. \$1,670,197 was reimbursed to the Developer from the proceeds of the Series 2020 Bonds.

# SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Budgeted Amounts Original & Final		-	Actual Amounts	Variance with Final Budget Positive (Negative)	
REVENUES	•	100.004	•	04.550	•	(400 500)
Developer Contribution	\$	138,091	\$	31,552	\$	(106,539)
Assessments		78,200		78,200		
Total revenues		216,291		109,752		(106,539)
EXPENDITURES Current: General government Maintenance and operations Total expenditures		102,925 113,366 216,291		80,773 28,979 109,752		22,152 84,387 106,539
Excess (deficiency) of revenues over (under) expenditures	\$			-	\$	
Fund balance - beginning				_		
Fund balance - ending			\$	-		

## SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MANATEE COUNTY, FLORIDA NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2019.



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

## INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors Summer Woods Community Development District Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Summer Woods Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements and have issued our report thereon dated June 12, 2020.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Draw & association

June 12, 2020



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## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors Summer Woods Community Development District Manatee County, Florida

We have examined Summer Woods Community Development District, Manatee County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2019. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2019.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Summer Woods Community Development District, Manatee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Draw & association

June 12, 2020



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### MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors Summer Woods Community Development District Manatee County, Florida

#### **Report on the Financial Statements**

We have audited the accompanying basic financial statements of Summer Woods Community Development District, Manatee County, Florida ("District") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated June 12, 2020.

#### **Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

#### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 12, 2020, should be considered in conjunction with this management letter.

#### **Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.
- II. Status of prior year findings and recommendations.
- III. Compliance with the Provisions of the Auditor General of the State of Florida.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Summer Woods Community Development District, Manatee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Summer Woods Community Development District, Manatee County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 12, 2020

Byar & Assocution

#### REPORT TO MANAGEMENT

#### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

#### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

#### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2018.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2019.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2019.

- 4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
- 5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
- 6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2019. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

# Tab 6

## ASSIGNMENT OF CONTRACTOR AGREEMENT AND ACQUISITION OF COMPLETED IMPROVEMENTS [SUMMERWOODS PHASE 1D]

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, VK Summerwoods LLC ("Assignor") does hereby transfer, assign and convey unto Summer Woods Community Development District ("District" or "Assignee"), all of the rights, interests, benefits and privileges of Assignor under that certain Contractor Agreement, dated January 7, 2020 ("Agreement"), by and between Assignor and Ripa & Associates, LLC ("Contractor"), providing for certain construction services related to the project known and identified as Summerwoods Phase 1D ("Project").

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Agreement and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in **Exhibit "A"** hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and **Exhibit "A,"** the terms and conditions of **Exhibit "A"** shall prevail.

Furthermore, pursuant to the Acquisition and Advanced Funding Agreement (Assessment Area Two Project), dated March 16, 2020, between the Assignor and the District ("Acquisition Agreement"), the Assignor wishes to sell ("Sale") certain improvements completed to date, as described in Exhibit "B" attached hereto ("Improvements"), to the District subject to the execution of the acquisition documents ("Acquisition Documents") attached hereto as Exhibit "C". As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from applicable bond proceeds the total amount of \$376,830.67 which represents the actual cost of creating the completed Improvements as of the date of this Assignment.

Executed in multiple counterparts to be effective the 20 day of July , 2020.

RIPA & ASSOCIATES, LLC

By: [SIGNATURE ON NEXT PAGE]

Printed Name: \_\_\_\_\_\_

Title: \_\_\_\_\_\_

VK SUMMERWOODS LLC

Printed Name: James P. Harvey
Title: Authorized Signatory

## ASSIGNMENT OF CONTRACTOR AGREEMENT AND ACQUISITION OF COMPLETED IMPROVEMENTS [SUMMERWOODS PHASE 1D]

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, VK Summerwoods LLC ("Assignor") does hereby transfer, assign and convey unto Summer Woods Community Development District ("District" or "Assignee"), all of the rights, interests, benefits and privileges of Assignor under that certain Contractor Agreement, dated January 7, 2020 ("Agreement"), by and between Assignor and Ripa & Associates, LLC ("Contractor"), providing for certain construction services related to the project known and identified as Summerwoods Phase 1D ("Project").

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Agreement and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment, the provisions set forth in **Exhibit "A"** hereto are incorporated in and made a part of the Agreement. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and **Exhibit "A,"** the terms and conditions of **Exhibit "A"** shall prevail.

Furthermore, pursuant to the Acquisition and Advanced Funding Agreement (Assessment Area Two Project), dated March 16, 2020, between the Assignor and the District ("Acquisition Agreement"), the Assignor wishes to sell ("Sale") certain improvements completed to date, as described in Exhibit "B" attached hereto ("Improvements"), to the District subject to the execution of the acquisition documents ("Acquisition Documents") attached hereto as Exhibit "C". As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from applicable bond proceeds the total amount of \$376,830.67 which represents the actual cost of creating the completed Improvements as of the date of this Assignment.

Executed in multiple counterparts to be effective the 21st day of \_\_\_\_\_\_\_ 2020.

RIPA & ASSOCIATES, LLC

Title: President

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

By: [SIGNATURE ON PRIOR PAGE]

Printed Name: James P. Harvey

Title: Chairperson

VK SUMMERWOODS LLC

By: [SIGNATURE ON PRIOR PAGE]

Printed Name: James P. Harvey Title: Authorized Signatory

## **EXHIBIT A**

#### DEVELOPER'S AFFIDAVIT AND AGREEMENT REGARDING ASSIGNMENT OF CONTRACT [SUMMERWOODS PHASE 1D]

	[SUMMERWOODS PHASE 1D]
STATE OF FLO	
	RE ME, the undersigned, personally appeared James P. Harvey of VK Summerwoods LLC , who, after being first duly sworn, deposes and says:
(i)	I, James P. Harvey, serve as Authorized Signatory for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Summer Woods Community Development District ("District") to accept an assignment of the Contractor Agreement (defined below).
(ii)	The agreement ("Contractor Agreement") between Developer and Ripa & Associates, LLC ("Contractor"), dated January 7, 2020, and attached hereto as Exhibit A,X was competitively bid prior to its execution or is below the applicable bid thresholds and was not required to be competitively prior to its execution.
(iii)	Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the payment due to contract Contractor and any subcontractors or materialmen prior to the assignment, the assignment of, or bid process for, the Contractor Agreement.
(iv)	Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, <i>Florida Statutes</i> (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as <b>Exhibit B</b> .
(v)	The Contractor has X furnished and recorded a performance and payment bond in accordance with Section 255.05, <i>Florida Statutes</i> in an amount equal to the contract balance, which is attached hereto as <b>Exhibit C</b> , or was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.
(vi)	DeveloperX represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or has posted a transfer bond in accordance

with Section 713.24, Florida Statutes, which is attached hereto as Exhibit D.

oregoing and the facts alleged are true, 2020.
VOODS LLC
: James P. Harvey ed Signatory
py means of physical presence or 0.0, by James P. Harvey, as Authorized y known to me or [] produced
11/1/
thor Afonso
//

# EXHIBIT 1

### KOLTERLAND

#### **Contractor Agreement**

Effective Date:	January 7, 2020								
Owner:	Full Legal Company Name: VK Summerwoods LLC, a Delaware limited liability company								
	Address: 14025 Riveredge Drive, Suite 175 Phone: 813-615-1244								
	City: Tampa	·	Fax: 813-615-1461						
	State: FL	<b>Zip:</b> 33637	Email: pmartin@kolter.com						
	Authorized Representative: Paul Martin Cell Phone: 239-273-4675								
Contractor:	Full Legal Company Name: F	Ripa & Associates, LLC							
	Vendor Number: RIPAAS								
	Contractor State License No.:	: CUC057369, CGC009	9082						
	Contractor County License No.: 21451  Contractor City License No.: Click here to enter text.								
	Address: 1409 Tech Blvd., Sui	te 1	Phone: 813-623-6777						
	City: Tampa		Fax: 813-663-6721						
	State: Florida	Email: claface@ripatampa.com							
	Authorized Representative: Chris LaFace Cell Phone: Click here to enter text.								
Project:	Summerwoods Phase 1D								
Project HOA Entity:	Full Legal Company Name: C	Click here to enter text.							
Project Location:	County: Hillsborough	State: Florida Zip: Click here to enter tex							

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

1 of 47

See Schedule "1" for All Plans Specifications

Contractor: (L

FL - 4/2014

#### 2. Purpose of Agreement.

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

#### 3. Agreement Documents.

- This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits and schedules attached to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "Agreement Documents"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits and schedules attached to this Agreement consist of: Schedule "1" "List of Plans And Specifications; Exhibit A Trade Specific Scope of Work; Exhibit B General Conditions; Exhibit C Site Safety Rules; Exhibit D Emergency Action Plan; Exhibit E Insurance Requirements;; Exhibit F Partial Waiver & Release of Lien; Exhibit G Final Waiver & Release of Lien; Exhibit H FDEP Contractor Certification Statement.
- THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AND AGREEMENTS EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.

#### 4. Ordering Process.

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

2 of 47

sketches, renderings, specifications, option lists, and other related documents in connection with the Project, as enumerated on Schedule "1" of the Agreement, including all revisions thereto made throughout the progress of the Project.

- 4.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "Contractor's Agents"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.
- 4.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.
- During the term of this Agreement, Owner may make available a Contractor(s) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.
- Acceptance of Work. If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.
- 4.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.
- 4.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

#### 5. Initiation of Work.

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

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- 5.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.
- 5.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 5.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
  - (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
  - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
  - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
  - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
  - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 5.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the

extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

#### 6. Performance and Progress of Work.

6.1 The Contractor has prepared and provided a Construction Schedule (the "Schedule) (Exhibit I) for Phase 1A of the Project. The Schedule includes a "Substantial Completion" date for these improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damages Amounts as outlined in Section 6.10.

The Schedule also include a "Final Completion" date for the Phase 1A improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damage Amounts as outlined in Section 6.10.

- 6.2 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.
- Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any onsite or off-site blasting activities.
- Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other Contractors and sub-Contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of

defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 13.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

- Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.
- Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.
- Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect

Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

- 6.9 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:
  - (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.
  - (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.
- 6.10 Should Contractor fail to perform any of its obligations as provided in this Section 6, then Owner shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 6 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:
  - (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$1,500.00 per day.
  - (b) Should Contractor fail to perform as outlined in this section 6, the Liquidated Damage Amount shall be \$1,500.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

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

7 of 47

Contractor:

FL - 4/2014

- 7.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 7.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 7.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 7.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 7.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 7.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.
- 8. Quality, Inspection and Correction of Work.
- 8.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 8.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.
- 8.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such 8 of 47

rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

8.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 8.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

#### 9. Labor Matters.

- 9.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 9.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 9.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

#### 10. General Environmental Compliance

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

Contractor:

9 of 47

- 10.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.
- 10.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.
- 10.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.
- 10.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.
- 10.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

#### 11. Storm Water Management.

- 11.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.
- 11.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project.

10 of 47

Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

- 11.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.
- 11.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.
- 11.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.
- Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 11.1.

#### 12. Liens/Waiver of Liens

- 12.1 Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as Owner may deem necessary.
- Failure to comply with the requirements of Section 12.1 within a period of 5 days after notice from Owner of any Liens shall place Contractor in default and entitle Owner to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to Owner.
- 12.3 If Owner receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work, Owner may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that Owner has reasonable evidence that such Liens have been discharged.
- 12.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.
- 12.5 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all Costs related thereto.
- 12.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.
  - (a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.
  - (b) In addition to any notices required by Applicable Law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the 12 of 47

placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Vice President of Finance via telephone and email.

### Warranties; Warranty Work and Performance Standards.

- 13.1 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.
- 13.2 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of Owner's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 13.3 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.
- 13.4 If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
- 14. Notice and Opportunity to Repair Statutes. Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

13 of 47

Contractor:

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#### 15. Relationship Management.

- Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.
- 15.3 Contractor shall maintain electronic communications with Owner via e-mail..
- 15.4 Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as—built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 15.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.
- To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

#### 16. Goals, Continuous Improvement and Quality.

- 16.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 16.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of 14 of 47



manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

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

### 17. Prices and Payment.

- 17.1 Contractor will perform the Work for a lump sum amount of Seven Hundred Seventy Three Thousand Five Hundred Ninety Eight and 75/100 Dollars (\$773,598.75). THIS IS A LUMP SUM CONTRACT. The Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.
- 17.2 Owner shall designate the methodology for payment to Contractor.
  - (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices within 30 days of approval by Owner. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.
  - (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
  - (c) The Owner is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by Owner shall be paid to the Contactor at the time of final payment.
- As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.

15 of 47

Contractor: (

- No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.
- 17.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.
- 17.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 17.7 Contractor shall not delay and/or stop any Work by reason of Owner' failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 17.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 17.9 If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 17.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 17.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 17.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.
- 17.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing 16 of 47

within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.

- 17.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 17.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.
- 17.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.
- 18. Inspections and Reviews. Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

#### 19. Indemnification.

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") Owner and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees, Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in

this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

- 19.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable costs which may include court costs, expert costs and attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.
- In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 19.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

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

- 20. Insurance. Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.
- 20.1 Insurance and Indemnity of Contractor's Agent(s).
  - (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
  - (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
  - (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is 18 of 47

insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

#### 20.2 Miscellaneous Insurance Provisions.

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.
- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

#### 20.3 Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.
- Confidentiality. During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by Owner. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Owner and/or its Affiliates.

### 22. Term and Termination.

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

19 of 47

- 22.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.
- Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.
- Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:
  - (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
  - (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
  - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;

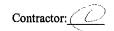
- (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;
- (e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.
- 22.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 22.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.
- 22.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.
- 23. Limitation of Liability and Waiver of Consequential Damages. In no event shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.
- **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.

21 of 47

- 25. Independent Contractor Relationship. The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
- 26. Continued Performance. Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
- 27. Publicity. Contractor shall not use any Owner trademarks, service marks, trade names and/or logos or refer to Owner and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining Owner's prior express written consent.

#### 28. General Terms.

- 28.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.
- Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 28.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 28.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.
- 28.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this 22 of 47



Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.

- 28.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.
- 28.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 28.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 28.10 Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 28.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT

#### 28.12 Choice of Law, Arbitration and Venue

- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
- b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
- The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable costs, including attorneys' fees and costs and fees for expert witnesses incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.
- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially

lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.

- The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
  - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
  - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
  - iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
  - iv. The deposition of any experts that intend to testify at the arbitration hearing;
  - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
  - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and

- vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

## AGREED AND ACCEPTED:

Owner: VK Summerwoods LLC	100
111	Ripa & Associates, LLC
By: Mobiles Surger	Ву:
Name Tamas P. Halvey	(signature)  Name: Cliris LaFace
(printed)	<sup>(p</sup> <b>ipré</b> sident
Title: AURHOLIZED SIGNATINY	Title:
Date: JANUALY 14, 2020	Date: 1-13-90-90

# Exhibit A

# TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

26 of 47

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SAPTHWORK 1D   SPC   FOD   SPC   S	То:	Kolter Land Partners		Contact	C M	v
Tampa, FL 33637	Address:	8875 Hidden River Parkway, Suite 150	•		<del>-</del>	
Project Name:   SUMMERWOODS 1D   Project Location:   Moccasin Wallow Road, Palmetto, FL   Bid Number:   18-004   Project Location:   Moccasin Wallow Road, Palmetto, FL   Bid Date:   7)19/2019					(813) 615-1244	
Project Location:   Microsin Wallow Road, Palmetto, FL   Bid Date:   7/19/2019   7/19/20	Project Name:			Fax:	(813) 615-1461	
Real Description   Estimated Quantity   Unit   Unit   Unit   Unit   Price	-			Bid Number:	18-004	
SEMBRAIL CONDITIONS 1D   SEMBRATE   SEMBRA		Processiff Wallow Road, Palmetto, FL		Bid Date:	7/19/2019	
MOBILIZATION MODIS COMPLIANCE  CONST. STAKEOUT / RECORD SURVEY - BY OTHERS SECTECHNICAL & MATERIAL TESTING - BY OTHERS SILT FENCE  Total Price for above GENERAL CONDITIONS 1D Items:  ARTHWORK 1D  OD 2' BOC / EOP - BAHIA GED & MULCH RIGHT OF WAY GED & MULCH RIGHT OF WAY GED & MULCH RIGHT OF WAY GET S-3 ASPHALT SHELL BASE STAKEOUT STAKEOUT SUBGRADE (LBR-40) SIMIL TESTING SUBGRADE (LBR-40) CONSTRUCTION ENTRANCE  STATE SUBGRADE (LBR-40) CONSTRUCTION ENTRANCE  STATE SUBGRADE (LBR-40) CONSTRUCTION ENTRANCE  CONSTRUCTION ENTRANCE  AVING 1D  TOTAL PRICE FOR ABOVE EARTHWORK 1D Items:  STATE SHALL TESTING  AVING 1D  TOTAL PRICE FOR ABOVE EARTHWORK 1D ITEMS:  STATE SHALL TESTING  AVING 1D  TOTAL PRICE FOR ABOVE EARTHWORK 1D ITEMS:  STATE SHALL TESTING  AVING 1D  TOTAL PRICE FOR ABOVE EARTHWORK 1D ITEMS:  STATE SHALL TESTING  TOTAL PRICE FOR ABOVE EARTHWORK 1D ITEMS:  STATE SHALL TESTING  TOTAL PRICE FOR ABOVE EARTHWORK 1D ITEMS:  STATE SHALL TESTING  TOTAL PRICE FOR ABOVE EARTHWORK 1D ITEMS:  STATE SHALL TESTING SUBGRADE (LBR-40) SOURCETE SIDEWALK  ADA HANDICAPPED RAMP  CONCRETE SIDEWALK  ADA HANDICAPPED RAMP  ADA HANDICAPPED RAMP  ALTER SIDEWALK  ADA HANDICAPPED RAMP  ALTER SIDEWALK  AND ALTER SIDEWALK			Estimated Quantity	Unit	Unit Price	Total Pr
NPDES COMPLIANCE  CONST. STAKEOUT / RECORD SURVEY - BY OTHERS SECTECHNICAL & MATERIAL TESTING - BY OTHERS SECTECHNICAL & MATERIAL TESTING - BY OTHERS SILT FENCE  Total Price for above GENERAL CONDITIONS 1D Items:  ARRHWORK 1D  OD 2' BOC / EOP - BAHIA SED & MULCH RIGHT OF WAY SED & MULCH RIGHT OF WAY SED & MULCH RIGHT OF WAY SARIBLIZED SUBGRADE (LBR-40) SHELL TURNAL SUBGRADE (LBR-40) SHELL SUBGRADE (LBR-40) CONCRETE SIDEWALK ADA HANDICAPPED RAMP SOURCES  CONCRETE SIDEWALK ADA HANDICAPPED RAMP SERVER 1D  ON STABLIZATION STOTAL PRICE FOR above PAVING 1D Items:  SERVER 1D  ON STABLIZATION STOTAL PRICE FOR ABOVE PAVING 1D Items:  SERVER 1D  ON STABLIZATION SOURCE SIDEWALK SOURCE SID	GENEKAL CONDITI	IONS 1D				
CONST. STAKEOUT / RECORD SURVEY - BY OTHERS   1.00   LS \$9,000,00			1.00	LS	\$25,000.00	\$25,000
SECTECHNICAL & MATERIAL TESTING - BY OTHERS   0.00   LS   \$0.00			1.00	LS	•	\$9,000
SOURCE   S	SECTECHNICAL O. M.	RECORD SURVEY - BY OTHERS	0.00	LS		\$9,000 \$0.
SILT FENCE	UNICAL & MA	RANCE	0.00	LS	·	•
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Total Price for above GENERAL CONDITIONS 1D Items:	MEI FLINCE					\$7,700.
CONCRETE SIDEWALK   1,125.00   1,000   1,125.00   1,1		Total	Price for above GENERA	L CONDITIONS	S 1D Iteme	\$0.
FED & MULCH RIGHT OF WAY						\$41,700.0
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Total Price for above EARTHWORK 1D Items:   Section					·	\$1,950.
#### STREETING ### STREETING #### STREETING #	EED & MULCH DISTL	JRBED LOTS				\$1,031.
AVING 1D  AVING 1C  AVING	INAL GRADING				•	\$1,875.0
AVTOR 1D  AVT TYPE S-3 ASPHALT  TYPE S-1 ASPHALT  SHELL BASE  SOBOLOD  SY \$1.85  SHELL BASE  SOBOLOD  SY \$1.85  STABILIZED SUBGRADE (LBR-40)  IAMI CURB W\ STABILIZATION  CONCRETE SIDEWALK  ADA HANDICAPPED RAMP  ADA HANDICAPPED RAMP  BIRLL TURNAROUND - NOT INCLUDED  GRAGE & STRIPING  GRAGE & STRIPING  IERGENCY ACCESS  TOTAL Price for above PAVING 1D Items:  **PACHAMAROUND - NOT INCLUDED  SORM SEWER 1D  SORM SEWER 1D  CORM SEWER 1D  CORM SEWER 1D  CORM SEWER 1D  CLASS III RCP STORM  CLASS III RCP STORM  NATEE CO. CURB INLET  RCP MES  WATERING  DAM SEWER 1D ILOU  STABLE STORM SEWER 1D ILOU  CLASS III RCP STORM  NATEE CO. CURB INLET  RCP MES  MATERING  TOTAL Price for above STORM SEWER 1D Items: \$9  TOTAL Price for above STORM SEWER 1D Items: \$9  TOTAL Price for above STORM SEWER 1D Items: \$9  TOTAL Price for above STORM SEWER 1D Items: \$9  **SORM SEWER TESTING STORM SEWER 1D Items: \$9  **SORM SEWER TESTING STORM SEWER 1D Items: \$9  **SORM SEWER TESTING STORM SEWER 1D Items: \$9  **TOTAL Price for above STORM SEWER 1D Items: \$9  **SORM SEWER TESTING STORM SEWER 1D ITEMS SEWER 1D ITEMS SEWER 1D						\$11,250.0
### TYPE S-3 ASPHALT  **(4TYPE S-1 ASPHALT			Total Price for above	EARTHWORK	( 1D Items:	\$16,106.2
TYPE S-1 ASPHALT					<del></del>	
SHELL BASE		т	5,090,00	<b>SV</b>	45.50	
### \$1.85					*	\$33,085.0
SAME					•	\$39,702.0
CONCRETE SIDEWALK   3,375.00   LF   \$15.25     CONCRETE SIDEWALK   1,125.00   SF   \$4.35     ADA HANDICAPPED RAMP   0.00   EACH   \$950.00     HELL TURNAROUND - NOT INCLUDED   0.00   EACH   \$8,550.00     GNAGE & STRIPING   0.00   LS   \$1,700.00     MERGENCY ACCESS   2,600.00   SF   \$3.30     Total Price for above PAVING 1D Items:   \$2.00     FORM SEWER 1D	" STABILIZED SUBG	RADE (LBR-40)	•		•	\$60,316.5
ADA HANDICAPPED RAMP  ADA HANDICAPPED RAMP  ADA HANDICAPPED RAMP  BILL TURNAROUND - NOT INCLUDED  GNAGE & STRIPING  GNAGE & STRIPING  ACCESS  COMMERCENCY ACCESS  COMM	IAMI CURB W\ STABI	ILIZATION				\$42,501.5
STATE   Color   Colo					•	\$51 <b>,</b> 468.7
### TOTAL Price for above PAVING 1D Items: \$2/600.00   EACH   \$8,550.00   ### TOTAL Price for above PAVING 1D Items: \$2/600.00   EACH   \$3,250.00   ### TOTAL PRICE FOR ABOVE PAVING 1D Items: \$2/600.00   EACH   \$3,250.00   ### TOTAL PRICE FOR ABOVE PAVING 1D ITEMS: \$2/600.00   EACH   \$3,250.00   ### CLASS III RCP STORM   \$6.00   EACH   \$7,500.00   ### CLASS III RCP STORM   \$6.00   LF   \$52.00   #### CLASS III RCP STORM   \$6.00   LF   \$70.00   \$6/00   LF   \$70.00   \$6/00   EACH   \$3,850.00   \$6/00   EACH   \$3,850.00   \$6/00   EACH   \$6/00   E	ada handicapped	RAMP				\$4,893.7
MERGENCY ACCESS   0.00   LS   \$1,700.00     2,600.00   SF   \$3,30     Total Price for above PAVING 1D Items: \$2,600.00     FORM SEWER 1D     MINIECT TO EXISTING STORM   2.00   EACH   \$3,250.00     NINECT TO EXISTING POND   1.00   EACH   \$7,500.00     CLASS III RCP STORM   96.00   LF   \$52.00     CLASS III RCP STORM   504.00   LF   \$70.00   S0,000     CLASS III RCP STORM   504.00   LF   \$70.00     CLASS III RCP STORM   504.00   LF   \$10.00     CLASS III RCP STORM   504.00   LF   \$10.00     CLASS I	IELL TURNAROUNI	D - NOT INCLUDED				\$0.0
2,600.00 SF \$3,30  Total Price for above PAVING 1D Items: \$2,400.00 SF \$3,30  TOTAL Price for above PAVING 1D Items: \$2,400.00 SF \$3,30  FORM SEWER 1D  WINDECT TO EXISTING STORM  WINDECT TO EXISTING POND  CLASS III RCP STORM  CLASS III RCP STORM  SOLUTION						\$0.0
TOTAL Price for above PAVING 1D Items: \$22  FORM SEWER 1D  WINDECT TO EXISTING STORM WINDECT TO EXISTING POND  CLASS III RCP STORM CLASS III RCP STORM CLASS III RCP STORM SEWER 1D  CLASS III RCP STORM SEWER TESTING  TOTAL PRICE FOR ABOVE PAVING 1D Items: \$20  EACH \$3,250.00  EACH \$7,500.00  EACH \$7,500.00  EACH \$3,850.00  EACH \$3,850.00  EACH \$2,750.00  EACH \$2,75	IERGENCY ACCESS			-		\$0.0
**************************************						\$8,580.00
NNECT TO EXISTING STORM NNECT TO EXISTING POND CLASS III RCP STORM CLASS III RCP STORM CLASS III RCP STORM STORM STORM STORM NATEE CO. CURB INLET CRASS III RCP STORM SEWER TESTING  Total Price for above STORM SEWER 1D Items: \$9	And an in		Total Price for a	bove PAVING	1D Items:	\$240,547.50
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CLASS III RCP STORM   1.00   EACH   \$7,500.00     CLASS III RCP STORM   96.00   LF   \$52.00     NATEE CO, CURB INLET   504.00   LF   \$70.00   \$9.00     RCP MES   6.00   EACH   \$3,850.00   \$9.00     WATERING   1.00   EACH   \$2,750.00     CRM SEWER TESTING   1.00   LS   \$7,800.00     Total Price for above STORM SEWER 1D Items: \$9	NINECT TO EXISTING	STORM	2.00 E	ACH	<b>43</b> 350 00	<b>AC</b> 500 00
CLASS III RCP STORM   96.00	INNECT TO EXISTING	FOND				\$6,500.00
Total Price for above STORM   \$70.00	CLASS III RCP STO	₹M 				\$7,500.00
## 6.00 EACH \$3,850.00 \$3,850.00 \$4,						\$4,992.00
#ATERING 1.00 EACH \$2,750.00 1.00 LS \$7,800.00 1.00 LS \$7,800.00 1.00 LS \$7,300.00 Total Price for above STORM SEWER 1D Items: \$9	NATEE CO, CURB IN	LET				\$35,280.00
DRM SEWER TESTING  1.00 LS \$7,800.00  1.00 LS \$7,300.00  Total Price for above STORM SEWER 1D Items: \$9						\$23,100.00
1.00 LS \$7,300.00  Total Price for above STORM SEWER 1D Items: \$9		_				\$2,750.00
Total Price for above STORM SEWER 1D Items:	JRM SEWER TESTING	3				\$7,800.00
NITARY SEWER 1D					φ/,3UU.UU	\$7,300.00
	NITARY SEWIED 15		1100 tot dD046 21	orm bewer 1	n Items:	\$95,222.00
NNECT TO EXISTING MANHOLE						
	CI TO EXISTING	MANNOLE	2.00 EA	CH	\$6,200,00	\$12,400.00



То:	Kolter Land Partners		Contact:	Greg Meath	
Address:	8875 Hidden River Parkway, Suite 150		Phone:	(813) 615-1244	
	Tampa, FL 33637		Fax:	(813) 615-1461	
Project Name:	SUMMERWOODS 1D		Bid Number:	18-004	
Project Location:	Moccasin Wallow Road, Palmetto, FL		Bid Date:	7/19/2019	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
3" PVC (0-6' CUT)		342.00	LF	\$18.50	\$6,327.0
3" PVC (6'-8' CUT)		304.00	LF	\$20.00	\$6,080.0
3" PVC (8'-10' CUT)		703.00	LF	\$22.50	\$15,817.50
3" PVC (10'-12' CUT)		105.00	LF	\$25.50	\$2,677.50
SANITARY MANHOLE	(0'-6' CUT)	2.00	EACH	\$2,950.00	\$5,900.00
SANITARY MANHOLE	(6'-8' CUT)	4.00	EACH	\$3,250.00	\$13,000.00
SANITARY MANHOLE		3.00	EACH	\$3,625.00	\$10,875.00
SINGLE SERVICE		6.00	EACH	\$695.00	\$4,170.0
OUBLE SERVICE		24.00	EACH	\$1,150.00	\$27,600.0
VATER TIGHT MANH	OLE SEALS	1.00	LS	\$700.00	\$700.0
EWATERING		1.00	LS	\$24,500.00	\$24,500.0
SANITARY SEWER TE	STING	1.00	LS	\$13,500.00	\$13,500.0
		Total Price for above SAI	NITARY SEWE	R 1D Items:	\$143,547.00
VATERMAIN 1D					
CONNECT TO EXISTI	NG WATERMAIN	2.00	EACH	\$2,650.00	\$5,300.0
O" X 8" TAPPING SLE			EACH	\$12,500.00	\$12,500.0
EMPORARY 4" JUMP			EACH	\$7,500.00	\$15,000.0
" PVC WATER MAIN		660.00		\$18.00	\$13,000.0
" PVC WATER MAIN	•	1,040.00		\$13.05	\$13,572.0
" GATE VALVE ASSE	•	·	EACH	\$1,450.00	\$1,450.0
5" GATE VALVE ASSEI	· =		EACH	\$1,430.00 \$1,050.00	\$1,450.00
B" MJ BEND	MIDE		EACH	\$300.00	
S" MJ BEND			EACH	\$195.00	\$4,200.00 #1,365.00
TRE HYDRANT ASSE	MDLV		EACH		\$1,365.00
* ***			EACH	\$5,650.00 \$710.00	\$11,300.0
INGLE SERVICE SHO			EACH	'	\$2,130.0
OUBLE SERVICE SHO			EACH	\$1,100.00	\$11,000.00
SINGLE SERVICE LON				\$825.00	\$1,650.00
OUBLE SERVICE LO		15.00		\$1,175.00	\$17,625.0
EMPORARY BLOWOF	-r Assembly		EACH	\$1,350.00	\$2,700.00
SAMPLE POINT	U POTETT		EACH	\$355.00	\$1,420.00
CHLORINE INJECTION			EACH	\$355.00	\$710.00
CHLORINATION & PR	ESSURE TESTING	1.00		\$6,500.00	\$6,500.00
		Total Price for abov	e WATERMAI	N 1D Items:	\$121,352.00
RECLAIMED WATER	RMAIN 1D				
CONNECT TO EXISTIN	NG RECLAIMED	4.00	EACH	\$2,650.00	\$10,600.0
	E LANDSCAPING / IRRIGATION (BY	0.00	LS	\$0.00	\$0.0
<b>dthers)</b> Demo / Replace exi	STING 5' SIDEWALK	372.00	LF	\$31.00	\$11,532.0
B" PVC RECLAIMED M		1,300.00		\$18.00	\$23,400.0
6" DVC DECLAIMED M		1,140.00		#10.00 #13.0E	#25,700.00 #14,977.00

1,140.00 LF

6" PVC RECLAIMED MAIN (DR 18)

\$14,877.00

\$13.05



To:	Kolter Land Partners	Contact:	Greg Meath
Address:	8875 Hidden River Parkway, Suite 150	Phone:	(813) 615-1244
	Tampa, FL 33637	Fax:	(813) 615-1461
Project Name:	SUMMERWOODS 1D	Bid Number:	18-004
Project Location:	Moccasin Wallow Road, Palmetto, FL	Bid Date:	7/19/2019

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
6" GATE VALVE ASSEMBLY	1.00	EACH	\$1,050.00	\$1,050.00
8" MJ BEND		EACH	\$300.00	\$3,000.00
6" MJ BEND		EACH	\$195.00	\$1,365.00
6" MJ TEE	1.00	EACH	\$315.00	\$315.00
8" MJ REDUCER	1.00	EACH	\$280,00	\$280.00
SINGLE SERVICE SHORT	9.00	EACH	\$775.00	\$6,975.00
DOUBLE SERVICE SHORT	13.00	EACH	\$1,100.00	\$14,300.00
SINGLE SERVICE LONG	4.00	EACH	\$870.00	\$3,480.00
DOUBLE SERVICE LONG	10.00	EACH	\$1,175.00	\$11,750.00
TEMPORARY BLOWOFF ASSEMBLY	2.00	EACH	\$1,350.00	\$2,700.00
PRESSURE TESTING	1.00	LS	\$9,500.00	\$9,500.00
	Total Price for above RECLAIME	D WATERM	IAIN 1D Items:	\$115.124.00

Total Bid Price: \$773,598.75

#### Notes:

- CONSTRUCTION STAKING & RECORD SURVEY BY OTHERS.
- GEOTECHNICAL/ MATERIALS TESTING IS BY OTHERS.
- P&P BOND / WARRANTY BOND NOT INCLUDED.
- PERMIT / INSPECTION FEES BY OTHERS.
- ASSUMES DISCING SHALL BE ACCEPTED BY THE GEOTECHNICAL ENGINEER.
- ASSUMES PAD ELEVATION IS 8" BELOW FINISH FLOOR (+/- 0.10' TOLERANCE).
- THIS PROPOSAL IS BASED ON EXISTING TOPO NOTED ON THE DRAWINGS BEING ACCURATE WITHIN 0.2 FEET AT ANY GIVEN LOCATION.
   TOPO VERIFICATION MAY BE REQUIRED PRIOR TO FINAL CONTRACT.
- THIS PROPOSAL IS BASED ON A GEOTECHNICAL REPORT PROVIDED BY UNIVERSAL ENGINEERING, DATED 04/04/2015.
- THIS PROPOSAL IS BASED ON ALL ONSITE CUT MATERIAL, INCLUDING MATERIAL FROM PIPE TRENCHES, BEING USABLE FOR STRUCTURAL / PAVEMENT AREAS AND TRENCH BACKFILL. REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL IS NOT INCLUDED.
- NO ALLOWANCE HAS BEEN MADE FOR TESTING, HANDLING, TREATING, REMOVING OR DISPOSING OF HAZARDOUS OR CONTAMINATED MATERIALS, SOILS, OR GROUNDWATER. IN ADDITION, REMOVAL AND DISPOSAL OF BURIED TRASH IS NOT INCLUDED.
- SEEDING / SODDING NOT INCLUDED UNLESS SPECIFICALLY IDENTIFIED.
- TELEPHONE, POWER, CABLE, IRRIGATION, ETC. CONDUIT AND SLEEVES BY OTHERS, UNLESS SPECIFIED.
- ANY ADJUSTMENTS/REMOVAL OR RELOCATION OF EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED WORK IS NOT INCLUDED.
- ITEMS NOT INCLUDED ARE: IMPORT FILL; WELL ABANDONMENT; LANDSCAPING; IRRIGATION; ROOT PRUNING; TREE TRIMMING; INVASIVE SPECIES REMOVAL; MITIGATION PLANTINGS; DEMOLITION; STRIPPING OF SITE; FENCE; AND PERIMETER WALLS.
- THE ABOVE ASPHALT AND MATERIALS PRICING IS BASED ON TODAY'S MARKET. DUE TO THE VOLATILITY OF LIQUID ASPHALT / PETROLEUM / PVC AND CONCRETE PRODUCTS, WE ARE UNABLE TO PREDICT TOMORROW'S MARKET. THIS PROPOSAL DOES NOT INCLUDE ANY ADJUSTMENTS / SURCHARGE FOR MATERIAL PRICE INCREASES.
- THIS PROPOSAL IS BASED ON CONSTRUCTION PLANS REVISED 06/01/2019.



To:	Kolter Land Partners	Contact:	Greq Meath
Address:	8875 Hidden River Parkway, Suite 150	Phone:	(813) 615-1244
	Tampa, FL 33637	Fax:	(813) 615-1461
Project Name:	SUMMERWOODS 1D	Bid Number:	18-004
Project Location:	Moccasin Wallow Road, Palmetto, FL	Bid Date:	7/19/2019

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: Ripa & Associates		
Buyer:			
Signature:	Authorized Signature:		
Date of Acceptance:	Estimator: Curtis Mast		
	cmast@ripaconstruction.com		

### Exhibit B

# **GENERAL CONDITIONS**

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

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

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

## 1. General.

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

27 of 47

Contractor:

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

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

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

and waste remaining on the site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

- C. <u>Underground Lines</u>. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.
- D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.
- E. <u>Archaeological Monitoring.</u> There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.
- F. <u>No Substitutions</u>. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.

Contractor:

29 of 47

- G. <u>Meetings.</u> Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.
- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All moveins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. <u>Layout.</u> Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. <u>Workmanship.</u> All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- Cooperation with work of Contractor and Others. Owner may directly or indirectly K. perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials, Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.

- Contractor of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.
- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. <u>Protection of Finished Work.</u> Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
  - a. Contractor's personnel shall not remove protective devices (if applicable).
  - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as 31 of 47

Contractor: ( )

determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

- Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.
- R. <u>Delivery, Dumping.</u> Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.
- S. <u>Water/Utilities.</u> Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.
- Cleanliness, Trash & Debris. Contractor, according to Contractor's particular Т. trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If

Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

- U. <u>Pets.</u> No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor \$200 per occurrence for violations of this pet policy.
- V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.
- W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.
- X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Project HOA entity, and their affiliates as Owner may specify.

## 2. Job Conduct.

- During all times when its Work is in progress, Contractor Representatives. A. shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.
- B. Professional Appearance and Safety, Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and

34 of 47

Contractor:

safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:

- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
- b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
- c. Contractor will assist Owner in complying with the OSHA Regulations.
- d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.
- e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

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

jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

- D. <u>Professional Conduct.</u> Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.
- E. <u>Rules.</u> Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:
  - 1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
  - 2. No loud radios, music, or unnecessary noise on the site.
  - 3. No distraction of fellow workers.
  - 4. No alcohol or drugs on the site.
  - 5. No weapons of any kind on the site.
  - 6. No profanity or discourteous conduct on the site.
  - 7. No horseplay or fighting on the site.
  - 8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
  - 9. No unauthorized vehicles or parking in any production area.
  - 10. No entry into an active blasting or barricaded area during active operations.
  - 11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

#### Exhibit C

### SITE SAFETY RULES

## Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("Contractor's Written Safety Program"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and subsubcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident

37 of 47

ET 4/0014

- and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.
- 7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.
- 8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("MSDS") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.
- 9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

# Exhibit D

# **EMERGENCY ACTION PLAN**

SEE ATTACHED.

39 of 47

FL - 4/2014

## Exhibit E

# INSURANCE REQUIREMENTS

VK SUMMERWOODS LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637 Phone (813) 615-1244 Fax (813) 615-1461

RE: Insurance Requirements pursuant to that certain Kolter Contractor Agreement ("Agreement") by and between VK Summerwoods LLC ("Owner") and Ripa & Associates, LLC (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

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

# **Evidence of Insurance Required:**

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

The Certificate holders must be:

 Kolter Group Acquisitions LLC, (2) VK Summerwoods LLC 14025 Riveredge Drive, Suite 175 Tampa, FL 33637

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

## GENERAL LIABILITY

The Commercial General Liability policy must be written on an Occurrence Form. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

40 of 47

Contractor:

- (a) Premises or ongoing operations;
- (b) Products and completed operations, which shall:
  - i. cover materials designed, furnished and/or modified in any way by Contractor;
  - ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and
  - iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;
- (c) Vandalism and malicious mischief;
- (d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;
- (e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;
- (f) Independent Contractors;
- (g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;
- (h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and
- (i) Per Project General Aggregate (ISO form CG2503 or equivalent).

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

#### AUTOMOBILE INSURANCE

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

(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).

41 of 47

- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.
- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

#### UMBRELLA OR EXCESS INSURANCE

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

#### PROFESSIONAL LIABILITY INSURANCE

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

- 28.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:
  - (a) Owner, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
  - (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
  - (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.
  - (d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

- (e) Contractor shall add Owner, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG 2010 11 85 Additional Insured Owners, Lessees or Subcontractors Form B endorsement and GC20 37 07 04, or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG 2037, will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:
  - (i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and
  - (ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.
- (f) Contractor's CGL policy contains contractual liability coverage;
- (g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;
- (h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and
- (i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

43 of 47

# SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER:

(MUST BE FILLED IN)

COMMERCIAL GENERAL LIABILITY

28.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – OWNERS, LESSEES OR

CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

28.15 Kolter Group Acquisitions LLC &

28.16 VK Summerwoods LLC

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

44 of 47

Contractor:

# Exhibit F PARTIAL WAIVER AND RELEASE OF LIEN

VK Summerwoods LLC 14025 Riveredge Drive Suite 175 Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of, paid by VK Summerwoods LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Summerwoods according to the plat thereof on file in the office of the Clerk of the Court in and for Manatee County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.
The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.
IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) thisday of 20
CONTRACTOR
BY:
PRINT:
STATE OF COUNTY OF
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of, 2020 by, the for and on behalf of said company, who /_/ is personally known to me or /_/ has produced as identification.
NOTARY PUBLIC
BY: PRINT: COMMISSION #:
Note: This release has been modified from the statutory form prescribed by Saction 712 20. The statutory form prescribed by Saction 712

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

45 of 47

Contractor:

# Exhibit G FINAL WAIVER AND RELEASE OF LIEN

VK Summerwoods LLC 14025 Riveredge Drive Suite 175 Tampa, FL 33637

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$
The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.
IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) thisday of20
CONTRACTOR
BY:
PRINT:
TITLE:
STATE OFCOUNTY OF
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this day of, 2020 by, the for and on behalf of said company, who /_/ is personally known to me or /_/ has produced as identification.  NOTARY PUBLIC
BY: PRINT: COMMISSION #:
COMMISSION #:
Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

46 of 47

Contractor:

#### Exhibit H

#### FDEP - CONTRACTORS CERTIFICATION STATEMENT

N/A

47 of 47

Contractor:

FL - 4/2014



#### CIVIL | UTILITY CONSTRUCTORS

То:	Kolter Land Partners	Contact:	Greg Meath
Address:	8875 Hidden River Parkway, Suite 150	Phone:	(813) 615-1244
	Tampa, FL 33637	Fax:	(813) 615-1461
Project Name:	SUMMERWOODS 1D COR#1 RECLAIM CHANGE	Bid Number:	18-004
Project Location:	Moccasin Wallow Road, Palmetto, FL	Bid Date:	4/9/2020

 Item Description
 Estimated Quantity
 Unit
 Unit Price
 Total Price

 RECLAIMED WATERMAIN 1D
 8" DIP RECLAIMED MAIN (MATERIAL ONLY)
 40.00 LF
 \$43.80
 \$1,752.00

 Total Price for above RECLAIMED WATERMAIN 1D Items:
 \$1,752.00

Total Bid Price: \$1,752.00

ACCEPTED:	CONFIRMED:					
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Ripa & Associates					
Buyer: VK Summer woods LLC						
Signature:	Authorized Signature:					
Date of Acceptance: 0 429.2620	Estimator: Curtis Mast					
	cmast@ripaconstruction.com					

APPLICATION AND CERTIFICA	ATION FOR PAY	MENT	AIA DOCUMENT G702							
TO OWNER:	PROJECT:		APPLICATION NO:	4	Distribution to:					
VK Summerwoods LLC 14025 Riveredge Drive Suite 175 Tampa, FL 33637 FROM CONTRACTOR:	VIA ENGINEER:	mmerwoods 1D	PERIOD TO:	6/30/2020	OWNER ENGINEER CONTRACTOR					
RIPA & Associates, LLC 1409 Tech Blvd., Ste. 1 Tampa, FL 33619 CONTRACT FOR:	М	orris Engineering	PROJECT NOS: 01- CONTRACT DATE:	1944-	RA200656					
CONTRACTOR'S APPLICATION Application is made for payment, as shown below, in continuation Sheet, AIA Document G703, is attached.		IT	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.							
<ol> <li>ORIGINAL CONTRACT SUM</li> <li>NET CHANGES BY CHANGE ORDERS</li> <li>CONTRACT SUM TO DATE (Line 1 ± 2)</li> <li>TOTAL COMPLETED &amp; STORED TO DATE (Column G on G703)</li> <li>RETAINAGE:         <ol> <li>10% of Completed Work (Column D + E on G703)</li> <li>% of Stored Material (Column F on G703)</li> <li>Total Retainage (Lines 5a + 5b or</li> </ol> </li> </ol>	\$\$ \$\$ \$\$	773,598.75 1,752.00 775,350.75 677,002.50	By:  Jay Robbits, Project Managestate of: Florida Subscribed and worn to before Notary Public: My Commission expires:	County of: Hillst me this <b>34</b> day	Date:    Dorough   EMILY RICH					
Total in Column I of G703)  6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  8. CURRENT PAYMENT DUE THIS APPLICATION  9. BALANCE TO FINISH, INCLUDING RETAINAG  10. PREVIOUS APPLICATIONS UNPAID  11. TOTAL AMOUNT UNPAID TO DATE		67,700.26 609,302.24 514,740.63 94,561.61 166,048.51 137,909.96 232,471.57	comprising the application, the Engineer's knowledge, informat	Documents, based of Engineer certifies to tion and belief the W cordance with the Co MOUNT CERTIFIED	on on-site observations and the data the Owner that to the best of the ork has progressed as indicated, ontract Documents, and the Contractor O.					
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	(Attach explanation if amount c	ertified differs from	the amount applied. Initial all figures on this					
Total changes approved in previous months by Owner	\$1,752.00	\$0.00	Application and onthe Continuo ENGINEER:	ntion Sheet that are o	changed to conform with the amount certified.)					
Total approved this Month	\$0.00	\$0.00	By:		Date:					
TOTALS	\$1,752.00	\$0.00	This Certificate is not negotiable	e. The AMOUNT O	ERTIFIED is payable only to the					
NET CHANGES by Change Order	\$1,752	2.00			Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.					

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA @1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

APPLICATION FOR PAYMENT

PAY APP FROM 70

4 6/1/2020 6/30/2020

RIPA & ASSOCIATES PROJECT # 01-1944

Summerwoods 10

	RIPA & ASSOCIATES PROJECT # 81-1944					CONTRACTS	UM TO DATE							
ITEM	DESCRIPTION OF WORK			BASE C	ONTRACT	E	STIMATED QUA	NTITY	WORK IN PLACE	TOTAL WORK IN PLACE	WORK IN PLACE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE
NO.		YTQ	UNIT	UNIT	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE:	TO DATE	TO DATE
	SCHEDULE													
	GENERAL CONDITIONS 1D													
1	MOBILIZATION	1.00	LS	\$25,000.00	\$25,000.00	0.00	1.00	1.00	\$0.00	\$25,000.00	\$25,000.00	100%	\$0.00	\$2,500.00
2	NPDES COMPLIANCE	1.00	LS	\$9,000.00	\$9,000.00	0,10	0.90	1.00	\$900.00	\$8,100.00	\$9,000.00	100%	\$0.00	\$900.00
3	CONST. STAKEOUT / RECORD SURVEY - BY OTHERS		LS	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
4	GEOTECHNICAL & MATERIAL TESTING - BY OTHERS	15	LS	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
5	CONSTRUCTION ENTRANCE	2.00	EA	\$3,850,00	\$7,700.00	0.00	2.00	2.00	\$0.00	\$7,700.00	\$7,700.00	100%	\$0,00	\$770.00
6	SILT FENCE		LF	\$1.35	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/01	\$0.00	\$0.0
	TOTAL GENERAL CONDITIONS 1D				\$41,700.00				\$900.00	\$40,800.00	541,700.00	100%	\$0.00	\$4,170.0
	EARTHWORK 1D													
1	SOD 2' BOC / EOP - BAHIA	750 00	SY	\$2.60	\$1,950.00	0.00	0.00	0.00	\$0,00	\$0,00	\$0,00	D%	\$1,950.00	\$0.0
2	SEED & MULCH RIGHT OF WAY	4,125.00	SY	\$0.25	\$1,031,25	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$1,031.25	\$0.0
3	SEED & MULCH DISTURBED LOTS	7,500.00	SY	50.25	\$1,875.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$1,875.00	\$0,0
4	FINAL GRADING	1.00	LS	\$11,250.00	\$11,250.00	0.50	0.00	0,50	\$5,625.00	\$0.00	\$5,625,00	50%	\$5,625.00	\$562.5
	TOTAL EARTHWORK 1D				\$16,106.25				\$5,625.00	\$0.00	\$5,625.00	35%	\$10,481.25	\$562,5
	PAVING 1D													
1	3/4" TYPE S-3 ASPHALT	5,090.00	SY	\$6.50	\$33,085.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$33,085.00	\$0.0
2	1" TYPE S-1 ASPHALT	5,090.00	SY	57.80	\$39,702.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$39,702.00	\$0.0
3	6" SHELL BASE	5,090.00	SY	\$11.85	\$60,316.50	4072,00	1018.00	5090.00	\$48,253.20	\$12,063.30	\$60,316.50	100%	\$0.00	\$6,031.6
4	12" STABILIZED SUBGRADE (LBR-40)	5,090.00	SY	\$8.35	\$42,501.50	0.00	5090.00	5090.00	\$0,00	\$42,501.50	\$42,501.50	100%	\$0,00	\$4,250.1
5	MIAMI CURB W STABILIZATION	3,375.00	LF	\$15.25	\$51,468.75	0,00	3375.00	3375.00	\$0.00	\$51,468.75	\$51,468.75	100%	\$0.00	\$5,146.8
6	4" CONCRETE SIDEWALK	1,125,00	SF	54.35	\$4,893.75	1125.00	0.00	1125.00	\$4,893.75	\$0.00	\$4,893.75	100%	\$0.00	\$489.3
7	5' ADA HANDICAPPED RAMP	-	EA	\$950.00	\$0.00	0,00	0,00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	50.0
8	SHELL TURNAROUND - NOT INCLUDED	-	EA	\$8,550.00	\$0.00	0.00	0,00	0.00	\$0.00	\$0.00	\$0,00	#DIV/0	\$0,00	\$0.0
9	SIGNAGE & STRIPING		LS	\$1,700.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.0
10	EMERGENCY ACCESS	2,600.00	SF	\$3.30	\$8,580,00	0.00	0,00	0.00	\$0.00	\$0.00	\$0.00	0%	\$8,580.00	\$0.0
	TOTAL PAVING 1D				\$240,547.50				\$53,146.95	\$106,033.55	\$159,180.50	66%	\$81,367.00	\$15,918.0
-	STORM SEWER 1D													
1	CONNECT TO EXISTING STORM	2:00	EA.	\$3,250.00	\$6,500.00	0.00	2.00	2.00	50.00	\$6,500.00	\$6,500.00	100%	\$0.00	\$650.0
2	CONNECT TO EXISTING POND	1.00	EA	\$7,500.00	\$7,500.00	0.00	1.00	1.00	\$0.00	\$7,500.00	\$7,500.00	100%	\$0.00	\$750.0
3	24" CLASS III RCP STORM	96.00	LF	\$52,00	\$4,992.00	0,00	96.00	96.00	\$0.00	\$4,992.00	\$4,992.00	100%	\$0.00	\$499.2
4	30" CLASS III RCP STORM	504.00	LF	\$70.00	\$35,280.00	0.00	504,00	504.00	50,00	\$35,280.00	\$35,280.00	190%	\$0,00	\$3,528.0
5	MANATEE CO. CURB INLET	6.00	EA	\$3,850,00	\$23,100.00	1.20	4.80	6.00	\$4,620.00	\$18,480.00	\$23,100,00	100%	\$0.00	52,310.0
6	30" RCP MES	1.00	EA	\$2,750.00	\$2,750.00	0.00	1.00	1.00	\$0.00	\$2,750.00	\$2,750.00	100%	\$0.00	\$275.0
7	DEWATERING	1.00	Ls	\$7,800.00	\$7 800.00	0.00	1.00	1.00	\$0.00	\$7,800.00	\$7,800.00	100%	\$0.00	\$780.0

Summerwoods 1D

#### APPLICATION FOR PAYMENT

PAY ARP FROM TO

6/1/2020 6/30/2020

RIPA & ASSOCIÁTES PROJECT # 01-1944

	MIPA & ASSOCIATES PROJECT # 01-1944					CONTRACTS	UM TO DATE							
ITEM	DESCRIPTION OF WORK			BASE C	ONTRACT	E	STIMATED QUA	NTITY	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE
NO.		QTY	UNIT	UNIT	VALUE	THIS ESTIMATE	PREV ESTIMATE	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE	TO DATE	TO DATE
8	STORM SEWER TESTING	1.00	LS	\$7,300.00	\$7,300.00	1.00	0,00	1.00	\$7,300.00	50.00	\$7,300.00	100%	50.00	\$730.00
	TOTAL STORM SEWER 1D				\$95,222.00				\$11,920.00	\$83,302.00	\$95,222.00	100%	\$0.00	\$9,522.20
	SANITARY SEWER 1D													
1	CONNECT TO EXISTING MANHOLE	2.00	EA	\$6,200.00	\$12,400.00	0,00	2,00	2.00	\$0,00	\$12,400.00	\$12,400.00	100%	\$0.00	\$1,240.00
2	8" PVC (0-6' CUT)	342,00	LF	\$18.50	\$6,327.00	0.00	342.00	342.00	\$0.00	\$6,327.00	\$6,327.00	100%	\$0.00	\$632.70
3	8" PVC (6'-8' CUT)	304.00	LF	\$20.00	\$6,080.00	0.00	304.00	304.00	\$0,00	\$6,080.00	\$6,080.00	100%	\$0.00	\$608,00
4	8" PVC (8'-10' CUT)	703.00	LF	\$22.50	\$15,817.50	0.00	703.00	703,00	\$0.00	\$15,817.50	\$15,817.50	100%	50,00	\$1,581.75
5	8" PVC (10'-12' CUT)	105.00	LF	\$25,50	\$2,677.50	0.00	105.00	105.00	\$0.00	\$2,677.50	\$2,677,50	100%	\$0.00	\$267.75
6	SANITARY MANHOLE (0'-6' CUT)	2.00	EA	\$2,950.00	\$5,900.00	0.00	2.00	2,00	\$0.00	55,900.00	\$5,900.00	100%	\$0.00	\$590.00
7	SANITARY MANHOLE (6'-B' CUT)	4.00	EA	\$3,250.00	\$13,000.00	0.00	4.00	4.00	\$0.00	\$13,000.00	\$13,000.00	100%	\$0.00	\$1,300.00
В	SANITARY MANHOLE (8'-10' CUT)	3.00	EA	\$3,625.00	\$10,875.00	0.00	3.00	3.00	\$0.00	\$10,875.00	\$10,875.00	100%	\$0,00	\$1,087.50
9	SINGLE SERVICE	6.00	EA	\$695.00	\$4,170,00	0.00	6.00	6.00	\$0.00	\$4,170.00	\$4,170.00	100%	\$0.00	\$417.00
10	DOUBLE SERVICE	24.00	EA.	\$1,150.00	\$27,600.00	0.00	24.00	24.00	\$0.00	\$27,600.00	\$27,600.00	100%	\$0,00	\$2,760.00
11	WATER TIGHT MANHOLE SEALS	1.00	LS	\$700.00	\$700.00	1.00	0.00	1.00	\$700.00	\$0.00	\$700.00	100%	\$0.00	\$70.00
12	DEWATERING	1.00	LS	\$24,500.00	\$24,500.00	0.00	1.00	1.00	\$0.00	\$24,500.00	\$24,500.00	100%	\$0.00	\$2,450.00
13	SANITARY SEWER TESTING	1.00	LS	\$13,500.00	\$13,500.00	1.00	0.00	1.00	\$13,500.00	\$0.00	\$13,500,00	100%	\$0.00	\$1,350.00
	TOTAL SANITARY SEWER 1D				\$143,547.00				\$14,200.00	\$129,347.00	\$143,547.00	100%	\$0.00	\$14,354.70
-	WATERMAIN 1D													
4	CONNECT TO EXISTING WATERMAIN	2.00	EA	\$2,650.00	\$5,300.00	0.00	2.00	2.00	\$0.00	\$5,300.00	\$5,300.00	100%	\$0.00	\$530.00
2	30" X 8" TAPPING SLEEVE & VALVE	1.00	EA	\$12,500.00	\$12,500.00	0.00	1.00	1.00	\$0,00	\$12,500.00	\$12,500.00	100%	\$0.00	\$1,250.00
3	TEMPORARY 4" JUMPER	2.00	EA	\$7,500.00	\$15,000.00	0.00	2.00	2.00	\$0.00	\$15,000.00	\$15,000.00	100%	\$0.00	\$1,500.00
4	8" PVC WATER MAIN (DR 18)	660.00	LF	\$18.00	\$11,880.00	0.00	660.00	660,00	\$0.00	\$11,880.00	\$11,880.00	100%	\$0.00	\$1,188.00
5	6" PVC WATER MAIN (DR 18)	1,040.00	LF	\$13.05	\$13,572.00	0.00	1040.00	1040.00	\$0.00	\$13,572.00	\$13,572.00	100%	\$0.00	\$1,357.20
6	8" GATE VALVE ASSEMBLY	1.00	EA	\$1,450.00	\$1,450.00	0.00	1.00	1.00	\$0.00	\$1,450.00	\$1,450.00	100%	\$0.00	\$145.00
7	6" GATE VALVE ASSEMBLY	1.00	EA	\$1,050.00	\$1,050,00	0.00	1.00	1.00	\$0,00	51,050.00	\$1,050.00	100%	50.00	\$105.00
8	8" MJ BEND	14.00	EA	\$300,00	\$4,200.00	0.00	14.00	14.00	\$0.00	\$4,200.00	\$4,200,00	100%	\$0.00	\$420.00
9	6" MJ BEND	7.00	EA	\$195.00	\$1,365.00	0.00	7.00	7.00	\$0.00	\$1,365.00	\$1,365.00	100%	\$0.00	\$136.50
10	FIRE HYDRANT ASSEMBLY	2.00	EA	\$5,650.00	\$11,300.00	0.10	1.90	2.00	\$565.00	\$10,735.00	\$11,300.00	100%	\$0.00	\$1,130.00
11	SINGLE SERVICE SHORT	3.00	EA	\$710.00	\$2,130.00	0.15	2.85	3.00	\$106.50	\$2,023.50	\$2,130.00	100%	\$0.00	\$213.00
12	DOUBLE SERVICE SHORT	10.00	EA	\$1,100.00	\$11,000.00	0.50	9.50	10.00	\$550.00	\$10,450.00	\$11,000,00	100%	\$0.00	\$1,100.00
13	SINGLE SERVICE LONG	2,00	EA	\$825.00	.\$1,650.00	.0.10	1,,90	2,00	\$82 50	\$1,567.50	\$1,650.00	100%	\$0.00	\$165.00
14	DOUBLE SERVICE LONG	15.00	EA	\$1,175.00	\$17,625.00	0.75	14.25	15.00	\$881.25	\$16,743.75	\$17,625.00	100%	\$0.00	\$1,762.50
15	TEMPORARY BLOWOFF ASSEMBLY	2.00	EA	\$1,350.00	\$2,700,00	0.00	2.00	2,00	\$0.00	\$2,700.00	\$2,700.00	100%	\$0.00	\$270.00
16	SAMPLE POINT	4.00	EA	\$355.00	\$1,420.00	0.00	4.00	4.00	\$0.00	\$1,420.00	\$1,420.00	100%	\$0.00	\$142.00
17	CHLORINE INJECTION POINT	2.00	EA	\$355,00	\$710.00	0.00	2.00	2.00	\$0.00	\$710.00	\$710.00	100%	\$0.00	\$71.00
18	CHLORINATION & PRESSURE TESTING	1.00	LS	\$6,500.00	\$6,500.00	0.00	0.00	0.00	\$0.00	50.00	\$0.00	0%	\$6,500.00	\$0,00

Summerwoods 1D

#### APPLICATION FOR PAYMENT

PAY APP FROM TO

6/1/2020 6/30/2020

RIPA & ASSOCIATES PROJECT # 01-1944

_	RIPA & ASSOCIATES PROJECT # 01-1944					CONTRACTS	UM TO DATE							
12514	DESCRIPTION OF WORK			BASE CO	ONTRACT	E	STIMATED QUA	YTITY	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE
NO.		QTY	-	UNIT		THIS	PREV	TOTAL	THIS	PREV APPLICATION	TO	TO	TO	TO DATE
			UNIT	PRICE	VALUE	ESTIMATE	ESTIMATE	ESTIMATE	PERIOD		DATE	DATE	DATE	
	TOTAL WATERMAIN 1D				\$121,352.00				\$2,185.25	\$112,666.75	\$114,852.00	95%	\$6,500.00	\$11,485.20
	RECLAIMED WATERMAIN 1D			-										
	CONNECT TO EXISTING RECLAIMED	4.00	EA	\$2,650.00	\$10,600.00	0.00	4.00	4.00	50.00	\$10,600.00	\$10,600.00	100%	\$0.00	\$1,060.00
1	REMOVE / REPLACE LANDSCAPING / IRRIGATION (BY OTHERS)	4.00	LS	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
2	DEMO / REPLACE EXISTING 5' SIDEWALK	372.00	LF	\$31.00	\$11,532.00	186.00	186.00	372.00	\$5,766.00	\$5,766,00	\$11,532.00	100%	\$0.00	\$1,153.20
.3		1,300.00	LF	\$18.00	\$23,400.00	0.00	1300.00	1300.00	\$0.00	\$23,400.00	\$23,400.00	100%	\$0.00	\$2,340.00
4	8" PVC RECLAIMED MAIN (DR 18)		-		- T. F. F. F. F. W.	0.00	1140.00	1140.00	\$0.00	\$14,877.00	\$14,877.00	100%	\$0.00	\$1,487,70
5	6" PVC RECLAIMED MAIN (DR 18)	1,140.00	LF	\$13.05	\$14,877.00	1 1 1 1 1					\$1,050.00	100%	\$0.00	\$105.00
6	6" GATE VALVE ASSEMBLY	1.00	EA	\$1,050.00	\$1,050.00	0.00	1.00	1.00	\$0.00	\$1,050.00		100%	\$0.00	\$300.00
7	8" MJ BEND	10,00	EA	\$300.00	\$3,000.00	0.00	10.00	10,00	\$0.00	\$3,000,00	\$3,000,00		\$0.00	\$136.50
8	6" MJ BEND	7.00	EA	\$195.00	\$1,365.00	0.00	7.00	7,00	\$0.00	\$1,365.00	\$1,365.00	100%		
9	6" MJ TEE	1,00	EA	\$315,00	\$315.00	0.00	1.00	1.00	\$0.00	\$315,00	\$315.00	100%	\$0.00	\$31.50
10	8" MJ REDUCER	1.00	EA	\$280.00	\$280.00	0.00	1.00	1.00	\$0.00	\$280.00	\$280.00	100%	\$0.00	\$28.00
11	SINGLE SERVICE SHORT	9.00	EA	\$775.00	\$6,975.00	0.45	8,55	9.00	\$348,75	\$6,626.25	\$6,975.00	100%	50.00	\$697.50
12	DOUBLE SERVICE SHORT	13.00	EA	\$1,100.00	\$14,300.00	0.65	12.35	13,00	\$715.00	\$13,585.00	\$14,300.00	100%	\$0,00	\$1,430.00
13	SINGLE SERVICE LONG	4.00	EA	\$870.00	\$3,480.00	0.20	3.80	4.00	\$174.00	\$3,306,00	\$3,480.00	100%	\$0.00	\$348.00
14	DOUBLE SERVICE LONG	10.00	EA	\$1,175.00	\$11,750.00	0,50	9,50	10,00	\$587.50	\$11,162.50	\$11,750.00	100%	\$0.00	\$1,175.00
15	TEMPORARY BLOWOFF ASSEMBLY	2.00	EA	\$1,350.00	\$2,700.00	0.00	2.00	2.00	\$0,00	\$2,700.00	52,700.00	100%	\$0.00	\$270.00
16	PRESSURE TESTING	1.00	LS	\$9,500.00	\$9,500.00	1.00	0.00	1.00	\$9,500,00	\$0.00	\$9,500.00	100%	\$0,00	\$950.00
	TOTAL RECLAIMED WATERMAIN 1D				\$115,124.00				\$17,091.25	\$98,032.75	\$115,124.00	100%	\$0.00	\$11,512.40
-	CHANGE ORDER #1													
	RECLAIMED WATERMAIN 1D													
14	8" DIP RECLAIMED MAIN (MATERIAL ONLY)	40.00	LF	\$43.80	\$1,752.00	0.00	40.00	40.00	\$0.00	\$1,752.00	\$1,752,00	100%	\$0.00	\$175.20
	TOTAL CHANGE ORDER #1				\$1,752.00				\$0.00	\$1,752.00	\$1,752.00	100%	\$0.00	\$175,20
	CONTRACT SUMMARY													
1	GENERAL CONDITIONS 1D				\$41,700.00				\$900.00	\$40,800.00	\$41,700.00	100%	\$0.00	\$4,170.00
2	EARTHWORK 1D	-			\$16,106.25				\$5,625.00	\$0.00	\$5,625.00	35%	\$10,481.25	\$562.50
					\$240,547.50				\$53,146.95	\$106,033.55	\$159,180.50	66%	\$81,367,00	\$15,918.06
3	PAVING 1D STORM SEWER 1D				\$95,222.00				\$11,920.00	\$83,302.00	\$95,222.00	100%	\$0.00	\$9,522.20
_	111100000000000000000000000000000000000	-			\$143,547.00				\$14,200.00	\$129,347.00	\$143,547.00	100%	\$0.00	\$14,354.70
5	SANITARY SEWER 1D				\$121,352.00	-			\$2,185.25	\$123,347.00	\$114,852.00	95%	\$6,500.00	\$11,485.20
6	WATERMAIN 1D				\$121,352,00				\$17,091.25	\$98,032.75	\$115,124.00	100%	50.00	\$11,512.40
-/	RECLAIMED WATERMAIN 1D					-			\$105,068,45	\$570,182.05	\$675,250.50	87%	\$98,348.25	\$67,525.06
	TOTAL ALL SCHEDULES				\$773,598.75	-			3 (05,000,45	\$370,102.03	3010,200,30	0175	200,010,20	\$57,520.00
-	CHANGE ORDER #1				\$1,752.00				50 00	\$1,752.00	\$1,752.00	100%	\$0.00	5175.20
	TOTAL CHANGE ORDERS				\$1,752.00				\$0.00	\$1,752.00	\$1,752.00	100%	\$0.00	\$175.20

Summerwoods 1D

APPLICATION FOR PAYMENT

PAY APP FROM

TO

6/1/2020

6/30/2020

RIPA & ASSOCIATES PROJECT # 01-1944

						CONTRACTS	UM TO DATE							
ITEM	DESCRIPTION OF WORK			BASE CONTRACT		ESTIMATED QUANTITY		TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE	
NO.		QTY	UNIT	UNIT	VALUE	THIS ESTIMATE	PREV	TOTAL ESTIMATE	THIS PERIOD	PREV APPLICATION	TO DATE	TO DATE	TO DATE	TO DATE
	ADJUSTED CONTRACT TOTAL				\$775,350.75				\$105,068.45	\$571,934.05	\$677,002.50	87%	\$98,348.25	\$67,700.26

# Exhibit F PARTIAL WAIVER AND RELEASE OF LIEN

VK Summerwoods LLC 14025 Riveredge Drive Suite 175 Tampa, FL 33637

and for Manatee County, Florida, on account of any and all labor, material or both, performed and/or furnished property known as Summerwoods according to the plat thereof on file in the office of the Clerk of the Court in LLC (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the by the undersigned in connection with the construction of improvements upon the above described property. , paid by VK Summerwoods KNOWN ALL MEN BY THESE PRESENT; that the undersigned, for and in consideration of the \$ 94,561.61 receipt of fully available funds of the payment of

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

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or 20 2C June caused the same to be executed in its name) this 24 day of PRINT: Majed Managam

STATE OF Florida

COUNTY OF Hillsborough

Managed of Ripa & Associates, LLC a June day of The foregoing was acknowledged before me this 24 as Prebled Joy Robbins Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath

NOTARY PUBLIC

EMEY RICH

State of Florida

Commission = 562.254679

Commission = 567.254679

My Comm. Expires Sees 3. 2022

Bunded Ilyrough National Notary Assn.

COMMI

PRINT: MILL

COMMISSION #:

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

45 of 47

Contractor: FL - 4/2014

### 50.00 Invoiced Vendor: RIPA & Associates, LLC (RIPAAS) Suite 1 \$773,598.75 Total 1409 Tech Blvd... TAMPA, FL 33619 \$773,598.75 Price Community: VK Summerwoods LLC Purchase Order: 560 00 0 Resource Description 61060 Earthwork - Mobilization - Earthwork PO Name: RIPA phase 1D Ordered: 1,14/2020 Revised: Unit S 0.00 aty Phase 1D Line Notes

# Payment Information

Total Tax: 50.00 Purchase Order Total: 5773,598.75 Invoiced To Date: 50.00 Subtotal: 5773,598,75 **Draw Amounts** Draw

# Terms and Conditions

This Purchase Order I'P.O. I is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

# EXHIBIT 2

## CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE [SUMMERWOODS PHASE 1D]

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ripa & Associates, LLC ("Contractor"), hereby agrees as follows:

- (i) The agreement ("Contractor Agreement") between VK Summerwoods LLC and Contractor dated January 7, 2020, has been assigned to the Summer Woods Community Development District ("District"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a. X Contractor has furnished and recorded a performance and payment bond for the outstanding balance of the Contractor Agreement in accordance with Section 255.05, Florida Statutes, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. \_\_\_\_ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this <u>21st</u> day of <u>July</u>	, 2020.
	RIPA & ASSOCIATES, LLC
	AW
	By: Chris LaFace
	Its: President
STATE OF FLORIDA ) COUNTY OF HILLSBOROUGH )	
online notarization, this <u>21st</u> day of <u>July</u>	ged before me by means of physical presence or, 2020, by <u>Chris LaFace</u> as, S/He [X] is personally known
to me or [] produced	as identification.
(Official Notary Seal)	Name:
LORI P. KATZMAN MY COMMISSION # GG 987108 EXPIRES: June 22, 2024 Bonded Thru Notary Public Underwriters	

# EXHIBIT 3

Inst. Number: 202041074388 Page 1 of 5 Date: 7/21/2020 Time: 2:15 PM

Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

DocuSign Envelope ID: DD410166-433C-4A1B-8B24-3E4FACC28C37

#### PERFORMANCE BOND

CONTRACTOR: RIPA & ASSOCIATES, LLC SURETY: TRAVELERS CASUALTY AND SURETY

1409 TECH BOULEVARD, COMPANY OF AMERICA

SUITE 1 1 NORTH DALE MABRY HIGHWAY,

TAMPA, FLORIDA 33619 SUITE 1005

PH: (813) 623-6777 TAMPA, FLORIDA 33609 PH: (888) 695-4625

#### CONTRACTING ENTITY / OWNER:

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT C/O RIZZETTA & COMPANY, INC. 9530 MARKETPLACE ROAD, SUITE 206 FORT MYERS, FLORIDA 33912

#### CONTRACT

Date: JANUARY 7, 2020, ASSIGNED TO THE SUMMERWOODS COMMUNITY DEVELOPMENT DISTRICT

JULY 21, 2020

Amount: \$398,520.08 (TOTAL CONTRACT AMOUNT \$775,350.75 LESS WORK COMPLETED TO DATE OF

\$376,830.67)

Description (Name and Location): SUMMERWOODS PHASE 1D & ASSOCIATED CHANGE ORDERS

#### BOND ("Bond")

Bond Number: 107167040

Date (Not earlier than Contract Date): JULY 21. 2020

Amount: \$398,520.08 (TOTAL CONTRACT AMOUNT \$775,350.75 LESS WORK COMPLETED TO DATE

OF \$376,830.67)

KNOW ALL MEN BY THESE PRESENTS that RIPA & ASSOCIATES, LLC ("Principal") and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("Surety"), are held and firmly bound unto SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT, its successors and assigns (together, "Obligee"), in the penal sum of THREE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED TWENTY AND 08/100 (\$398,520.08), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Obligee, dated JANUARY 7, 2020 (ASSIGNED JULY 21, 2020), which along with any amendments, modifications, additions, changes, or alterations thereto (collectively, "Contract") is incorporated herein and made a part of this Bond by reference in its entirety, and which is for the construction of the project, as more particularly described in the Contract.

#### **NOW, THEREFORE**, the conditions of this obligation are as follows:

- that if the Principal shall fully and completely perform all the undertakings, covenants, terms and conditions contained in the Contract at the times and in the manner prescribed therein, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made;
- 2. that if the Principal pays Obligee all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Obligee sustains because of a default by Principal under the Contract;
- 3. that if the Principal performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

then this obligation shall be void; otherwise it shall remain in full force and effect.

Inst. Number: 202041074388 Page 2 of 5 Date: 7/21/2020 Time: 2:15 PM

Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Surety shall promptly remedy the default and complete the Contract according to all of its terms and conditions. If the Surety fails to diligently commence completion of the Contract within thirty (30) days of notice of default, the Obligee, in its sole discretion, may complete the Contract, and have the Surety reimburse the Obligee for all costs and expenses incurred by the Obligee, including but not limited to attorney's fees and costs. If the Surety completes the Contract, the selection of any completing contractor, and the form of any completion contract, shall be subject to the approval of the Obligee, and such approval shall not be unreasonably withheld.

In addition, the Surety shall indemnify and hold harmless the Obligee from any and all losses, liability and damages (including delay damages), claims, judgments, liens, and costs of every description, including but not limited to attorney's fees and costs, which the Obligee may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions and requirements of the Contract, including any and all amendments and modifications thereto, or which the Obligee may incur by making good any such failure of performance on the part of the Principal; provided that the liability of the Surety shall not exceed the liability of the Principal or the penal sum of the Bond.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, changes in scope, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

For avoidance of doubt, and without intending to limit the foregoing sentence in any way, this Bond applies to the performance of the terms and conditions under the Contract by the Principal with respect to the quality of materials, as such quality is specified by the Contract, which are made by Obligee through direct purchases pursuant to the Contract, the cost of which are deducted pursuant to change order from the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Obligee named herein, or their executors, administrators, successors or assigns.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 21st day of July 2020.

Attest:

Docusigned by:

Linis Latau

Title

TRAVELERS CASUALTY AND SURETY

COMPANY OF AMERICA

Docusigned by:

[Attach Power of Attorney]

Inst. Number: 202041074388 Page 3 of 5 Date: 7/21/2020 Time: 2:15 PM

Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

DocuSign Envelope ID: DD410166-433C-4A1B-8B24-3E4FACC28C37

#### PUBLIC CONSTRUCTION PAYMENT BOND

(Section 255.05, Fla. Stat.)

CONTRACTOR: RIPA & ASSOCIATES, LLC SURETY: TRAVELERS CASUALTY AND SURETY

1409 TECH BOULEVARD, COMPANY OF AMERICA

SUITE 1 1 NORTH DALE MABRY HIGHWAY,

TAMPA, FLORIDA 33619 SUITE 1005

PH: (813) 623-6777 TAMPA, FLORIDA 33609 PH: (888) 695-4625

#### CONTRACTING ENTITY / OWNER:

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT C/O RIZZETTA & COMPANY, INC. 9530 MARKETPLACE ROAD, SUITE 206 FORT MYERS, FLORIDA 33912

#### CONTRACT

Date: JANUARY 7, 2020, ASSIGNED TO THE SUMMERWOODS COMMUNITY DEVELOPMENT DISTRICT JULY 21, 2020

Amount: \$398,520.08 (TOTAL CONTRACT AMOUNT \$775,350.75 LESS WORK COMPLETED TO DATE OF \$376.830.67)

Description (Name and Location): SUMMERWOODS PHASE 1D & ASSOCIATED CHANGE ORDERS

#### BOND ("Bond")

Bond Number: 107167040

Date (Not earlier than Contract Date): JULY 21. 2020

Amount: \$398,520.08 (TOTAL CONTRACT AMOUNT \$775,350.75 LESS WORK COMPLETED TO DATE OF \$376,830.67)

KNOW ALL MEN BY THESE PRESENTS that RIPA & ASSOCIATES, LLC ("Principal") and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA ("Surety"), are held and firmly bound unto SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT, its successors and assigns (together, "Obligee"), in the penal sum of THREE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED TWENTY AND 08/100 (\$398,520.08), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Obligee, dated JANUARY 7, 2020 (ASSIGNED JULY 21, 2020), which along with any amendments, modifications, additions, changes, or alterations thereto (collectively, "Contract") is incorporated herein and made a part of this Bond by reference in its entirety, and which is for the construction of the project, as more particularly described in the Contract.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, changes in scope, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

Inst. Number: 202041074388 Page 4 of 5 Date: 7/21/2020 Time: 2:15 PM

Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

Subject to the requirements of Section 255.05, Florida Statutes, and except as provided therein, no action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the claimant prosecuting said action.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this 21st day of July 2020.

Attest:

Docusigned by:

Lori tatyman

1472FE4281F5420...

Attest:

Docusigned by:

Luris Latau

Title CEO

TRAVELERS CASUALTY AND SURETY

COMPANY OF AMERICA

Docusigned by:

Docusigned by:

Docusigned by:

Docusigned by:

Docusigned by:

David B Sluck

[Attach Power of Attorney]

Licensed FL Res. Agent #A241176

Inst. Number: 202041074388 Page 5 of 5 Date: 7/21/2020 Time: 2:15 PM

Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

DocuSign Envelope ID: DD410166-433C-4A1B-8B24-3E4FACC28C37



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David B. Shick** of **TAMPA**,

Florida , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

By: Robert L. Raney. Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



marie c titreaut

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Secretary, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

21st

day of

July

2020

COMPAND OF THE PARTY OF THE PAR

Ka F. Huytan Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

# **EXHIBIT B**

#### **Description of Improvements**

General conditions, earthwork, paving, storm sewer, sanitary sewer, watermain and reclaimed watermain completed in connection with the construction of public improvements for the project known as Summerwoods Phase 1D completed under that certain *Contractor Agreement*, dated January 7, 2020, between the District, as assignee, and Ripa & Associates, LLC.

Pay Application	Total Contract Sum	Amount Paid To Date
3	\$775,350.75	\$376,830.67

# **EXHIBIT C**

## AFFIDAVIT REGARDING COSTS PAID [SUMMERWOODS PHASE 1D]

STATE OF FLORIDA	
COUNTY OF	

I, James P. Harvey, of VK Summerwoods LLC ("Developer"), being first duly sworn, do hereby state for my affidavit as follows:

- 1. I have personal knowledge of the matters set forth in this Affidavit.
- 2. My name is James P. Harvey, and I am the Vice President of each of the Developer. I have authority to make this Affidavit on behalf of Developer.
- 3. The Developer have entered into an agreement with Ripa & Associates, LLC, for improvements benefitting certain lands within the Summer Woods Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("District").
- 4. The District's Second Supplemental Engineer's Report (Assessment Area Two Project) dated January 23, 2020 (together, "Engineer's Report") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
- 5. The Developer have expended funds to develop and/or acquire certain "Improvements" described in the Engineer's Report and more specifically described in Exhibit A. The attached Exhibit A accurately identifies certain of those Improvements that have been completed to date and states the amounts that the Developer have spent on the Improvements. Developer agree to timely make payment for any remaining amounts owed, and to ensure that no liens are placed on the property.
- 6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the Improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penaltic	es of perjury, I decla red are true and corre		The second secon		Regarding Costs
Executed this _	20th day of	July	, 2020.		
		VK SUN	IMERWOODS	LLC	
			Name: James othorized Sign	/ .	
The foregoing online notarization, thi Signatory for VK Sum	instrument was acknown in the second	2417	_, 2020, by Ja	ames P. Harvey,	as Authorized
		$\bigwedge$	nurar		
(Official Notary Seal)		Name:	Matthew	Afonso	
* NOTARE STATE	#GG 983326  #GG 981L 30 20 20 20 20 20 20 20 20 20 20 20 20 20				

### ACKNOWLEDGMENT AND RELEASE [SUMMERWOODS PHASE 1D]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the <u>21st</u> day of <u>July</u>, 2020, by Ripa & Associates, LLC, having offices located at 9890 Bayshore Road, North Fort Myers, Florida 33917 ("Contractor"), in favor of the Summer Woods Community Development District ("District"), which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

#### RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated January 7, 2020, between Contractor and VK Summerwoods LLC ("Developer"), Contractor has completed certain improvements, as described in Exhibit A ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE,** for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

- 1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- 2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements created by the Contractor in connection with the Contract, and accordingly, the District has the unrestricted right to use and rely upon the Improvements for any and all purposes.
- 3. **WARARNTIES.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
- 4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements identified in **Exhibit A**. This document shall constitute a final waiver and release of lien for any payments due to Contractor by VK Summerwoods LLC or District for the Improvements described more fully in **Exhibit A** attached hereto.

[THIS SPACE INTENTIONALLY LEFT BLANK]

5. <b>EFFECTIVE DATE.</b> This Re	elease shall take effect upon execution.
	RIPA & ASSOCIATES, LLC
	- Lut
	By: <u>Chris La Pace</u> Its: President
STATE OF FLORIDA ) COUNTY OF _HILLSBOROUGH)	
online notarization, this <u>21st</u> day of as <u>President</u> for	knowledged before me by means of physical presence or July, 2020, by _Chris LaFace S/He [X_] is
personally known to me or [] produce	d as identification.
(Official Notary Seal)	Name:
	LORI P. KATZMAN MY COMMISSION # GG 987108
Exhibit A – Description of Improvements	EXPIRES: June 22, 2024 Bonded Thru Notary Public Underwriters

### DISTRICT ENGINEER'S CERTIFICATE [SUMMERWOODS PHASE 1D]

JUY 20 ,2	020
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Board of Supervisors
Summer Woods Community Development District

Re: Summer Woods Community Development District (Manatee County, Florida)
Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Morris Engineering & Consulting LLC ("District Engineer"), as District Engineer for the Summer Woods Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from VK Summerwoods LLC ("Developer") as to certain public infrastructure improvements as further detailed in Exhibit A ("Improvements"), all as more fully described in that Assignment ("Assignment") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- I have reviewed the observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Contractor Agreement dated January 7, 2020, between VK Summerwoods LLC and Ripa & Associates, LLC ("Contract") and the Assignment thereof, invoices, plans, as-builts, and other documents.
- The Improvements are within the scope of the District's capital improvement plan as set forth in the District's Second Supplemental Engineer's Report (Assessment Area Two Project) dated January 23, 2020 (together, "Engineer's Report"), and specially benefit property within the District as further described in the Engineer's Report.
- The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
- 4. The total costs associated with the Improvements are as set forth in the Assignment. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
- 5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements. FURTHER AFFIANT SAYETH NOT. Matt Morris, P.E. Morris Engineering & Consulting LLC Florida Registration No. 68434 **Consulting Engineer** STATE OF FLORIDA COUNTY OF Sarasota The foregoing instrument was acknowledged before me by means of ∅ physical presence or □ , 2020, by Matt Mockis online notarization, this 20 day of  $\sqrt{101}$ as OSTRICT ENGINEER for Symmerwoods CON \_\_. S/He [🛂 is personally as identification. known to me or [\_\_\_\_] produced (Official Notary Seal) Name: ERIN TUMOLO State of Florida-Notary Public Commission # GG 149834

My Commission Expires October 09, 2021

### ISUMMERWOODS PHASE 1D

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of July 21 , 2020, by VK Summerwoods LLC whose address for purposes hereof is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("Grantor"), and for good and valuable consideration, to each given by the Summer Woods Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District" or "Grantee") whose address is c/o Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

#### **BACKGROUND STATEMENT**

This instrument is intended to convey certain property rights related to certain improvements located on or within the following property (collectively, "Improvements") as described in Exhibit A attached hereto and incorporated herein:

**Now, THEREFORE**, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

- 1. Grantor hereby transfer, grant, convey, and assign to Grantee all right, title and interest of Grantor, if any, in and to the Contract, the Improvements, and other property interests as described below, to the extent of each Grantor's interest therein, to have and to hold for Grantee's own use and benefit forever, including:
  - a Silt fencing, clearing, and grubbing for public improvements associated with the Residential Project and the Commercial Project completed to date under the Contractor Agreement dated January 7, 2020;
  - b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements; and
  - c. All goodwill associated with the foregoing.
- 1. Grantor hereby covenant that, to the extent of each Grantor's interest in the Improvements: (i) Grantor are the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenant to timely address any such liens or encumbrances if and when filed; (iii) Grantor have good right to sell the Improvements; and (iv) Grantor will warrant and defend the sale of the Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
- 2. This conveyance is made on an "as is" basis. To the extent of each Grantor's interest in the Improvements, the Grantor represent that they have no knowledge of any latent or patent defects

in the Improvements, and hereby assign, transfer and convey to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

- 3. By execution of this document, the Grantor affirmatively represent that they have the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
- 4. As consideration for the sale of the Improvements, Grantee agrees to pay the sums set forth in the attached Exhibit A, subject to the availability of proceeds from the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Project, the District shall reimburse Grantor until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Project within five (5) years of the date of this Agreement, and, thus does not reimburse the Grantor for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.
- 5. Grantor agree, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- 6. Grantor agree to convey or cause to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described in such subparagraphs, to the extent of each Grantor's interest therein.

[SIGNATURES ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered.

Signed, sealed and delivered by:

VK SUMMERWOODS LLC

By: Muy Printed Name: James P. Harvey
Title: Authorized Signatory

COUNTY OF Hillsborough

		efore me by means of 🗹 physical presence or 🗆
online notarization, this 20th day of _	July	, 2020, by James P. Harvey, as Authorized
Signatory for VK Summerwoods LLC.	S/He $[ \sqrt ]$ is	personally known to me or [] produced
as	identification.	

(Official Notary Seal)

Name: Matthew Atronso

Exhibit A - Description of Improvements



## ADDENDUM ("ADDENDUM") TO CONTRACT ("CONTRACT") [SUMMERWOODS PHASE 1D]

- 1. ASSIGNMENT. This Addendum applies to that certain *Contractor Agreement* dated January 7, 2020 ("Contract") between the Summer Woods Community Development District ("District") and Ripa & Associates, LLC ("Contractor"), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.
- 2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor shall execute, deliver to the District, and record in the public records of Manatee County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, Florida Statutes. The cost of such bond shall be added to Contractor's proposal and shall be invoiced to the District. Such bond and/or security shall be for the amount equal to the contract balance¹ and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.
- 3. Insurance. In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, 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.
- 4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

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<sup>&</sup>lt;sup>1</sup> Pursuant to the Application and Certification for Payment, Application No. 3, attached hereto as Exhibit A, VK Summerwoods LLC has paid \$376,830.67 towards the original contract sum. The remaining balance of the Contract is \$398,520.08.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 10 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

- **6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Two Million Dollars (\$2,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.
- **7. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:
  - a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
  - b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
  - c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
  - d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in

the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.
- 8. Public Records. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:
  - a. Keep and maintain public records required by the District to perform the service.
  - b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

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

THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC. 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 **PHONE** (561)571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

- **9. SOVEREIGN IMMUNITY.** Nothing in the Contract 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 nothing in the Contract 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.
- **10. NOTICES.** Notices provided to the District pursuant to the Contract shall be provided to the following individuals:

District: Summer Woods Community Development District

9530 Marketplace Road, Suite 206

Fort Myers, Florida 33912 Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 South Monroe, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), Florida Statutes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached Exhibit B. If the Contractor is found to have submitted a false

certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

- 12. Public Entity Crimes Statement. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached Exhibit C.
- 13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit D**.
- **14. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE <u>NOT</u> SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- **15. CONFIDENTIALITY.** Given the District's status as a public entity, Section 20 of the Agreement does not apply to the Contract as it relates to the District and on a going forward basis.
- 16. **THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS.** The Parties agree that VK Summerwoods LLC shall retain the right to enforce the Contract for any claims relating to the payment of subcontractors and materialmen which were due and owing prior to the assignment of the Contract.

(Signatures on Next Page)

**IN WITNESS WHEREOF,** the parties hereto hereby acknowledge and agree to this Addendum.

Witness		By: Chris LaFace
Con P	Katerna	Its: President
Print Name o	of Witness	
		SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
		[SIGNATURE ON NEXT PAGE]
Witness		By: James P. Harvey Its: Chairperson
Print Name o	of Witness	
Exhibit A: Exhibit B: Exhibit C: Exhibit D:	Application and Certification Scrutinized Companies Serutinized Public Entity Crimes Sta	tement

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

#### **RIPA & ASSOCIATES, LLC**

	[SIGNATURE ON PRIOR PAGE]
Witness	Ву:
	lts:
Print Name of Witness	
	SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
maran	Allen Jeckun
Witness	By: James P. Harvey
Matthew Afonsa	Its: Chairperson
Print Name of Witness	
Exhibit A: Scrutinized Companie	es Statement

**Public Entity Crimes Statement** 

Trench Safety Act Statement

Exhibit B:

Exhibit C:

## **EXHIBIT A**

APPLICATION AND CERTIFICATIO	ON FOR PAYMENT	AIA DOCUMENT G702
TO OWNER:	PROJECT:	APPLICATION NO: 3 Distribution to:
VK Summerwoods LLC	Summerwoods 1D	
14025 Riveredge Drive Suite 175 Tamna El 33637		PERIOD TO: 5/31/2020 CONTRACTOR
	VIA ENGINEER:	
RIPA & Associates, LLC	Morris Engineering	<b>50</b>
1409 Tech Blvd., Ste. 1		PROJECT NOS: 01-1944-
Tampa, FL 33619 CONTRACT FOR:		CONTRACT DATE: RA200577
CONTRACTOR'S APPLICATION FOR PAYMEN Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	OR PAYMENT tion with the Contract.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
1. ORIGINAL CONTRACT SUM 2. NET CHANGES BY CHANGE ORDERS 3. CONTRACT SUM TO DATE (Line I ± 2) 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 773,598.75 \$ 1,752.00 \$ 775,350.75 \$ 571,934.05	CONTRACTOR: RIPA & Associates, LLC  By: Date:
s. RETAINAGE:  a. 10% of Completed Work (Column D + E on G703) b. (Column F on G703) Total Retainage (Lines 5a + 5b or	\$ 57,193.42	State of: Florida County of: Hillsborough State of: Florida County of: Hillsborough Subscribed and swom to before me this 27 Hday of May, 2020 Commission = G2 254679  Notary Public: My Commission expires: Commission = My Commission = Associated September 1, 2022
Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAGE	\$ 57,193.42 \$ 514,740.63	ENGINEER'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data
(Linc 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE THIS APPLICATION	\$ 376,830,67 \$ 137,909,96 \$ 26,019	comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
y, BALANCE TO FINISH, INCLODING KETALINAGE 10. PREVIOUS APPLICATIONS UNPAID 11. TOTAL AMOUNT UNPAID TO DATE	\$ 137,909,96	AMOUNT CERTIFIED\$
CHANGE ORDER SUMMARY	ADDITIONS DEDUCTIONS	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Total changes approved in previous months by Owner	\$0.00	Application and onthe Continuation Sheet that are changed to conform with the amount certified,) ENGINEER:
Total approved this Month	\$1,752.00	By:
TOTALS	\$1,752.00 \$0.00	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
NET CHANGES by Change Order	\$1,752.00	Contractor named nerein, issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992

USERS MAY OBTAIN OF THIS OF ARCHITECTS - 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

USERS MAY OBTAIN VAIIDATION OF THIS GOCUMENT BY REQUESTING A COMPLETE AIR DOCUMENT'S AUTHENTICITY FROM THE LICENSEE.

APPLICATION FOR PAYMENT

PAY APP FROM TO

3 5/1/2020 5/31/2020

1		-				CONTRACT SUM TO DATE	M TO DATE							
200	DESCRIPTION OF WORK			BASE CO	BASE CONTRACT	ŭ	ESTIMATED QUANTITY	VIIIIY	TOTAL WORK IN	TOTAL WORK IN PLACE	TOTAL WORK IN PLACE	PERCENT	BALANCE TO FINISH	10% RETAINAGE
õ		Υτο	TINU	UNIT	VALUE	THIS	PREV	TOTAL	THIS	PREV	TO DATE	TO	TO DATE	TO DATE
	SCHEDULE													
	GENERAL CONDITIONS 1D													
-	MOBILIZATION	1.00	F	825,000.00	\$25,000.00	90.0	0.95	1.00	\$1,250.00	\$23,750.00	\$25,000.00	100%	\$0.00	\$2,500.00
2	NPDES COMPLIANCE	1.00	ST	39,000.00	89,000.00	0.15	0.75	06:0	\$1,350.00	\$6,750.00	\$8,100.00	%06	\$900.00	\$810.00
m	CONST. STAKEOUT / RECORD SURVEY - BY OTHERS		S	80.00	80.00	00:0	00:0	000	20.00	80.00	\$0.00	#DV/Q	\$0.00	\$0.00
4	GEOTECHNICAL & MATERIAL TESTING - BY OTHERS		r <sub>S</sub>	20.00	\$0.00	0.00	00.0	00.00	\$0.00	80.00	80.00	#DIVIO!	80.00	\$0.00
သ	CONSTRUCTION ENTRANCE	2.00	ā	83,850.00	\$7,700.00	00:00	2.00	2.00	80.00	\$7,700.00	\$7,700.00	100%	20.00	8770.00
9	SILT FENCE		4	\$1.35	\$0.00	00.00	00:00	00.0	20.00	20.00	\$0.00	#DINIO!	80.00	80.00
	TOTAL GENERAL CONDITIONS 1D				\$41,700.00				\$2,600.00	\$38,200.00	\$40,800.00	%86	\$900.00	\$4,080.00
	FARTHWORK 1D		1											
-	SOD 2' BOC / EOP - BAHIA	750.00	λs	\$2.60	\$1,950.00	00:00	00'0	00:00	\$0.00	20.00	20.00	%0	\$1,950.00	\$0.00
2	SEED & MULCH RIGHT OF WAY	4,125.00	λs	\$0.25	\$1,031.25	0.00	00.0	0.0	\$0.00	\$0.00	20.00	%0	\$1,031.25	\$0.00
m	SEED & MULCH DISTURBED LOTS	7,500.00	λS	\$0.25	\$1,875.00	00'0	00.0	00.0	\$0.00	80.00	20.00	%0	\$1,875.00	\$0.00
4	FINAL GRADING	1.00	S	\$11,250.00	\$11,250.00	0.00	00'0	00:00	\$0.00	\$0.00	\$0.00	%0	\$11,250.00	\$0.00
	TOTAL EARTHWORK 1D				\$16,106.25				\$0.00	\$0.00	\$0.00	%0	\$16,106.25	\$0.00
	Ct SMING 47													
-	34" TYPE S.3 ASPHALT	5.090.00	'n	\$6.50	\$33,085,00	00.00	00.0	0.00	80.00	80.00	80.00	%0	\$33,085.00	\$0.00
~	1" TYPE S-1 ASPHALT	5,090.00		87.80	\$39,702.00	00:00	00:0	00'0	80.00	\$0.00	\$0.00	%0	\$39,702.00	\$0.00
m	6" SHELL BASE	5,090.00	sk	\$11.85	\$60,316.50	1018.00	00.0	1018.00	\$12,063.30	80.00	\$12,083.30	20%	\$48,253.20	\$1,206.33
4	12" STABILIZED SUBGRADE (LBR-40)	5,090.00	λs	58.35	\$42,501.50	5090.00	00:0	5090.00	\$42,501.50	30.00	\$42,501.50	100%	\$0.00	\$4,250.15
10	MIAMI CURB WA STABILIZATION	3,375.00	4	\$15.25	\$51,468.75	3375.00	00:00	3375.00	\$51,468.75	80.00	\$51,468.75	100%	\$0.00	\$5,146.88
9	4" CONCRETÉ SIDÉWALK	1,125.00	nS.	\$4.35	\$4,893.75	0.00	00:00	0.00	\$0.00	80.00	20.00	%0	\$4,893.75	20.00
7	5: ADA HANDICAPPED RAMP		E	\$950.00	20.00	00.00	0.00	00'0	\$0.00	80.00	\$0.00	#DIV/O	\$0.00	80.00
80	SHELL TURNAROUND - NOT INCLUDED		Æ	\$8,550.00	20.00	00'0	00'0	00'0	\$0.00	80.00	\$0.00	#DIV/Oi	80.00	80.00
O	SIGNAGE & STRIPING		S	\$1,700.00	\$0.00	00.00	00:00	00'0	80.00	80.00	80.00	#DIV/0i	80,00	\$0.00
5	EMERGENCY ACCESS	2,600.00	SF	53.30	\$8,580.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	%0	\$8,580.00	\$0.00
	TOTAL PAVING 1D				\$240,547.50				\$106,033.55	\$0.00	\$106,033.55	44%	\$134,513,95	\$10,603.36
	STORM SEWER 1D													
-	CONNECT TO EXISTING STORM	2.00	a	\$3,250.00	\$6,500.00	0.00	2.00	2.00	\$0.00	\$6,500.00	\$6,500.00	100%	\$0.00	\$650.00
N	CONNECT TO EXISTING POND	1.00	ā	\$7,500.00	87,500.00	00'0	1.00	1.00	\$0.00	87,500,00	\$7,500.00	100%	\$0.00	\$750.00
ю	24" CLASS III RCP STORM	96.00	u,	\$52,00	\$4,992.00	00'0	00'96	86.00	80.00	\$4,992.00	\$4,992.00	100%	80.00	\$498.20
4	30" CLASS III RCP STORM	504.00	щ	870.00	\$35,280.00	00:00	504.00	504.00	S0.00	\$35,280.00	\$35,280.00	100%	\$0.00	\$3,528.00
r0	MANATEE CO. CURB INLET	6.00	E	\$3,850.00	\$23,100.00	00:00	4.80	4.80	80.00	\$18,480.00	\$18,480.00	%08	\$4,620.00	\$1,848.00
9	30" RCP MES	1.00	EA	\$2,750.00	\$2,750.00	0.00	1,00	1.00	\$0.00	\$2,750.00	\$2,750.00	100%	80.00	\$275.00
7	DEWATERING	1.00	ST	87,800.00	87,800.00	0.00	1.00	1.00	\$0.00	87,800.00	\$7,800.00	100%	20.08	\$780.00

3.67

\$6,500.00

%

80.00

20.00

\$0.00

0.0

0.00

0,00

\$6,500.00

\$6,500.00

S

18 CHLORINATION & PRESSURE TESTING

\$270.00 \$71,00 \$1,300.00 \$1,087.50 \$1,500.00 \$1,188.00 \$1,357.20 \$105.00 \$420.00 \$136.50 \$202.35 \$1,045.00 \$156.75 \$1,674,38 \$142.00 \$608.00 \$267.75 \$2,760.00 \$0.00 \$0.00 \$145.00 \$1,073.50 80.00 \$8,330.20 \$632.70 \$590.00 \$417,00 \$2,450.00 \$12,934.70 \$1,581.75 10% RETAINAGE TO DATE 80.00 \$565.00 \$106.50 \$550.00 \$82.50 \$881.25 \$700.00 S0.00 \$0.00 \$0.00 80.00 20.00 \$0.00 \$11,920.00 \$0.00 \$0.00 \$0.00 \$0.00 \$13,500.00 \$14,200.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$7,300.00 BALANCE TO FINISH TO DATE PERCENT COMPLETE TO DATE 100% 100% 100% 95% 100% 100% 100% 100% 100% 100% 100% 95% 85% 95% 100% 100% 100% 100% 100% 95% 860 %0 %06 % 87% \$710.00 \$0.00 \$83,302.00 20.00 80.00 \$4,200.00 \$1,365.00 \$10,735.00 \$2,023.50 \$10,450.00 \$1,567.50 \$16,743.75 \$2,700.00 \$1,420.00 \$6,327.00 \$129,347.00 \$15,000.00 \$11,880.00 513,572.00 \$1,450.00 \$1,050.00 \$6,080.00 \$15,817.50 \$5,900,00 \$13,000.00 \$10,875.00 \$4,170.00 \$27,800.00 \$24,500.00 \$2,677.50 3 5/1/2020 5/31/2020 TOTAL WORK IN PLACE TO DATE \$568.00 \$1,136.00 \$4,170.00 80.00 20.00 \$6,250.00 \$13,572.00 \$1,305.00 \$1,050.00 \$3,570.00 \$1,365.00 \$10,170.00 \$1,704.00 \$9,350.00 \$1,320.00 \$14,981.25 \$2,430.00 \$83,302.00 \$27,600.00 \$24,500.00 \$129,347.00 515,000.00 \$7,722.00 TOTAL WORK IN PLACE PREV APPLICATION \$12,400.00 \$13,000.00 \$10,875,00 50.00 \$6,080,00 \$2,677.50 \$5,900.00 \$15,817.50 \$319,50 \$284.00 \$142.00 80.00 \$145.00 20.00 \$630.00 20.00 \$0.00 \$0.00 \$0.00 80.00 20.00 \$0.00 SD.00 \$0.00 \$0.00 \$0.00 \$2,650.00 \$6,250.00 80.00 \$565.00 \$1,100.00 \$247.50 \$1,762.50 \$270.00 20.00 \$0.00 \$4,158.00 \$0.00 TOTAL WORK IN PLACE THIS PAY APP FROM ρ 2.00 2.85 9.50 1.90 14.25 2.00 860.00 1.00 1.00 14.00 2.00 1.90 342.00 105.00 4.00 3.00 6.00 24.00 0.00 1.00 2.00 304.00 703.00 2.00 0.00 1040.00 0.00 ESTIMATE ESTIMATED QUANTITY PREV 11.90 1.80 2.40 1.60 3.20 1.60 0.00 429.00 8 2.00 1.80 1.00 0.50 2.00 0.90 000 342.00 304.00 703.00 105.00 2.00 4.00 3.00 6.00 24.00 1040.00 CONTRACT SUM TO DATE 0.30 0.80 0.40 231.00 2.10 0.00 0.10 1.00 1.50 0.20 0.00 00.0 0.00 0.10 0.00 0.45 000 0.00 0.00 0.00 ESTIMATE 0.00 0.00 0.00 000 0.00 0.00 APPLICATION FOR PAYMENT \$710.00 \$1,450.00 \$2,130.00 \$1,650.00 \$1,420.00 8700.00 \$1,365.00 \$17,825.00 513,000.00 \$27,600.00 \$24,500.00 \$13,500.00 512,500.00 \$11,880.00 \$13,572.00 \$1,050.00 \$4,200.00 \$11,300.00 \$11,000,00 \$2,700.00 \$7,300.00 \$6,327.00 \$2,677.50 \$5,900.00 \$10,875.00 \$4,170.00 \$143,547.00 \$15,000.00 \$95,222.00 \$6,080.00 \$15,817.50 VALUE BASE CONTRACT \$195.00 \$355.00 \$18.00 \$13.05 \$300.00 \$5,650.00 \$710.00 \$825.00 \$18.50 \$22.50 \$25.50 \$2,950.00 \$3,625.00 \$695.00 \$700.00 \$1,450.00 \$1,050.00 \$1,100.00 51,175,00 \$1,350.00 \$355.00 \$20.00 \$3,250.00 \$1,150.00 \$24,500.00 \$7,500.00 \$12,500.00 \$13,500.00 \$7,300.00 PRICE 8 Ā Ā ā LIND rs 5 4 Ā Ę Ā Ę E EA Ŋ ā က 4 4 4 ð A A A A rs Ø EA 342.00 LF 2.00 105,00 14.00 1.00 1,00 1,040.00 8 2.00 10.00 15.00 2.00 304.00 703.00 4.00 860.00 1.00 7.00 3.00 2.00 2.00 6.00 24.00 1.00 2.00 9. 2.00 3,00 1.00 Š RIPA & ASSOCIATES PROJECT # 01-1944 DESCRIPTION OF WORK CONNECT TO EXISTING WATERMAIN TEMPORARY BLOWOFF ASSEMBLY 30" X 8" TAPPING SLEEVE & VALVE CONNECT TO EXISTING MANHOLE SANITARY MANHOLE (8'-10' CUT) WATER TIGHT MANHOLE SEALS SANITARY MANHOLE (0'-6' CUT) SANITARY MANHOLE (8'-8' CUT) TOTAL SANITARY SEWER 1D 17 CHLORINE INJECTION POINT 6" PVC WATER MAIN (DR 18) SANITARY SEWER TESTING 8" PVC WATER MAIN (DR 18) 8" GATE VALVE ASSEMBLY 6" GATE VALVE ASSEMBLY FIRE HYDRANT ASSEMBLY TOTAL STORM SEWER 1D SINGLE SERVICE SHORT DOUBLE SERVICE SHORT DOUBLE SERVICE LONG STORM SEWER TESTING TEMPORARY 4" JUMPER SINGLE SERVICE LONG SANITARY SEWER 1D 8" PVC (10'-12' CUT) 8" PVC (8'-10" CUT) SINGLE SERVICE DOUBLE SERVICE 8" PVC (0-6' CUT) 8" PVC (6'-8' CUT) WATERMAIN 1D SAMPLE POINT DEWATERING 8" MJ BEND 6" MJ BEND -5 7 12 00 4 NO. 8 6 ₽ m 4 'n 9 6 5 7 50 ಳು 4 и'n 80 5 N D) 7

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woods 1D

RIPA & ASSOCIATES PROJECT # 01-1944

APPLICATION FOR PAYMENT

PAY APP FROM TO

3 5/1/2020 5/31/2020

\$175.20 \$175.20 59,803.28 8300.00 \$136.50 \$31.50 \$28.00 \$662.63 \$1,358.50 \$330.60 \$1,116.25 \$270.00 \$9,803.28 \$8,330.20 \$11,266.68 \$576.60 \$105.00 \$0.00 \$4,080,00 \$10,603.36 \$12,934.70 \$57,018.22 \$1,060.00 \$2,340.00 \$1,487.70 \$11,266.68 10% RETAINAGE TO DATE \$0.00 \$17,091.25 \$0.00 20.00 \$587.50 80.00 \$0.00 5348.75 \$174.00 \$9,500.00 \$17,091.25 \$18,106.25 \$134,513.95 \$11,920.00 \$14,200.00 \$8,685.25 5203,416.70 \$0.00 \$0.00 \$0.00 \$715.00 \$0.00 \$8,685.25 35,766.00 BALANCE TO FINISH TO DATE PERCENT COMPLETE TO DATE 93% 100% #DIV/OI 100% 100% 44% 81% %08 93% 85% 100% 100% 100% 100% 96% 20% 100% 100% %56 85% 95% 95% %0 20.00 \$315.00 \$98,032.75 \$1,752.00 \$1,752.00 \$40,800,00 80.00 \$129,347.00 \$112,666.75 \$1,752.00 \$1,752.00 \$280.00 \$11,162.50 20.00 \$106,033.55 583,302.00 598,032.75 \$570,182.05 \$5,766.00 \$23,400.00 \$14,877.00 \$6,626.25 \$13,585.00 53,306.00 \$2,700.00 \$112,666.75 \$1,050.00 \$3,000.00 \$1,365.00 TOTAL WORK IN PLACE TO DATE \$0.00 80.00 \$0.00 5315.00 \$2,430.00 80.00 \$73,708.50 \$0.00 \$0.00 \$83,302.00 \$129,347,00 \$94,143.25 873,708.50 \$418,700.75 \$0.00 TOTAL WORK IN PLACE PREV APPLICATION \$945,00 \$1,365.00 \$210.00 \$2,784.00 \$9,987.50 \$38,200.00 80.00 \$5,580.00 \$12,155.00 \$15,210.00 \$14,877.00 \$2,550.00 \$94,143.25 \$105.00 \$450.00 \$0.00 870.00 \$522.00 \$0.00 \$24,324.25 \$1,752.00 20.00 \$0.00 \$0.00 \$1,752.00 \$1,752.00 \$0.00 \$270.00 \$1,752.00 \$2,800.00 \$106,033.55 \$18,523.50 \$24,324.25 \$151,481.30 \$0.00 \$5,766.00 \$0.00 \$1,046.25 \$1,430.00 \$1,175.00 \$18,523.50 S8,190.0D TOTAL WORK IN PLACE THIS PERIOD 9.50 186.00 1140,00 1.00 10.00 1.00 8,55 12.35 3.80 0.00 40.00 4.00 0.00 1300.00 ESTIMATE TOTAL ESTIMATED QUANTITY PREV ESTIMATE 1.00 0.75 1.80 0.00 2.00 000 0.00 845.00 1140.00 0.90 8.50 7.00 7.20 11.05 3.20 CONTRACT SUM TO DATE ESTIMATE 186.00 455.00 1,50 0.00 0.25 1.30 0.20 40.00 0.00 0.00 0.10 1.35 0.60 1,00 \$2,700.00 \$1,752.00 \$9,500.00 \$1,752.00 \$16,106.25 \$240,547.50 \$95,222.00 \$143,547.00 \$121,352.00 \$115,124.00 5773,598.75 \$1,752.00 \$1,365.00 \$280,00 \$3,480.00 \$11,750.00 \$41,700.00 80,00 \$1,050.00 \$3,000.00 \$6,975.00 \$14,300,00 \$115,124.00 \$1,762.00 \$121,362.00 \$11,532.00 \$23,400,00 \$14,877.00 \$315,00 VALUE BASE CONTRACT \$870.00 \$31.00 \$13.05 \$300.00 \$195.00 \$315.00 \$280.00 8775.00 \$1,100.00 \$1,350.00 \$43.80 \$18.00 80.00 \$1,050.00 \$1,175.00 89,500,00 PRICE FINS Ā 2 4 Æ Ą A Æ ð Ø ā E Ā E 3 4 372.00 LF 1,300.00 LF 00.1 7.00 1.00 40.00 4.00 9,1 9.00 4.00 2.00 10.00 13.00 10.00 1.00 1,140.00 ğ REMOVE / REPLACE LANDSCAPING / IRRIGATION (BY OTHERS) CONTRACT SUMMARY DESCRIPTION OF WORK 8" DIP RECLAIMED MAIN (MATERIAL ONLY) DEMO / REPLACE EXISTING 5' SIDEWALK TOTAL RECLAIMED WATERMAIN 1D CONNECT TO EXISTING RECLAIMED TEMPORARY BLOWOFF ASSEMBLY 8" PVC RECLAIMED MAIN (DR 18) 6" PVC RECLAIMED MAIN (DR 18) RECLAIMED WATERMAIN 1D RECLAIMED WATERMAIN 1D RECLAIMED WATERMAIN 1D TOTAL CHANGE ORDER #1 6" GATE VALVE ASSEMBLY GENERAL CONDITIONS 1D TOTAL CHANGE ORDERS DOUBLE SERVICE SHORT TOTAL ALL SCHEDULES SINGLE SERVICE SHORT DOUBLE SERVICE LONG SINGLE SERVICE LONG TOTAL WATERMAIN 1D SANITARY SEWER 1D PRESSURE TESTING CHANGE ORDER #1 CHANGE ORDER #1 STORM SEWER 1D EARTHWORK 1D WATERMAIN 1D 8" MJ REDUCER PAVING 1D 8" MJ BEND 6" MJ BEND 6" MJ TEE v 9 5 N ın N S 7 13 ŭ 4 9 n 9

5 of 7

	Summerwoods 1D			APP	APPLICATION FOR PAYMENT	ENT			FROM		5/1/2020			
									10		5/31/2020			
	RIPA & ASSOCIATES PROJECT # 01-1944													
						CONTRACT SUM TO DATE	M TO DATE							
									TOTAL	TOTAL	TOTAL			
	DESCRIPTION OF WORK			BASE	BASE CONTRACT	E	<b>ESTIMATED QUANTITY</b>	YLLIN	WORK IN	WORK IN	WORK IN	PERCENT	BALANCE	10%
ITEM									PLACE	PLACE	PLACE	COMPLETE	TO FINISH	RETAINAGE
ON.		YL0		TIND		THIS	PREV	TOTAL	THIS	PREV	DT.	01	OT	ο
			E	PRICE	VALUE	ESTIMATE	ESTIMATE	ESTIMATE   ESTIMATE   ESTIMATE	PERIOD	APPLICATION	DATE	DATE	DATE	DATE
	AD INSTED CONTRACT TOTAL				4776 1EN 7E				£463 233 30	\$448 700 76 \$571 9'4 DK	\$571 974 DK	7497	\$203 A16.70	SST 193.47

РАУ АРР

### **Purchase Order: 560**

**Draw Amounts** 

PO Name: RIPA phase 1D Ordered: 1/14/2020 Revised:

Community: VK Summerwoods LLC

Vendor: RIPA & Associates, LLC (RIPAAS) 1409 Tech Blvd., Suite 1 TAMPA, FL 33619

Notes:

**Draw** 

Phase 1D

Line	Qty	Unit	Resource Description	co	Price	Total	Invoiced
	0.00	L\$	61060 Earthwork - Mobilization - Earthwork	0	\$773,598.75	\$773,598.75	\$0.00

#### Payment Information

Subtotal: \$773,598.75

Total Tax: 90.00

Purchase Order Total: \$773,598.75 Invoiced To Date: \$0.00

#### **Terms and Conditions**

This Purchase Order (\*P.O.\*) is issued in connection with the Contractor Agreement and the scope of work herein becomes a part of the agreement. This P.O. shall constitute a binding agreement between the Contractor and the Owner and shall supersede and replace any and all other P.O.s of the same number. Payment for and all work completed hereunder shall be made in accordance with the terms contained in the Contractor Agreement, and all terms and conditions of the Contractor Agreement are by reference incorporated herein.

### Exhibit F PARTIAL WAIVER AND RELEASE OF LIEN

VK Summerwoods LLC 14025 Riveredge Drive Suite 175 Tampa, FL 33637

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ 137,909.96 , paid by VK Summerwoods LLC (Owner), hereby waives and releases in favor of Owner any and all licn(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Summerwoods according to the plat thereof on file in the office of the Clerk of the Court in and for Manatee County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

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

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this 28 hday of May 2020.

CONTRACTOR

BY:

PRINT:

Tay Robbins

TITLE:

Reoject Manager

STATE OF Florida

COUNTY OF Hillsborough

The foregoing was acknowledged before me this 28 hday of May 2020 by

Tay Robbins as Freyert Manager of Ripa & Associates, LLC a

Florida Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

EMILY RICH

Notary Public - State of Florida

Commission = GG 254679

My Comm. Expires Sep 3, 2022

Bonded through National Notary Assn.

PRINT: S

COMMISSION #:

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

45 of 47

Contractor:\_\_\_\_\_ FL - 4/2014

#### **EXHIBIT B**

#### **SCRUTINIZED COMPANIES STATEMENT**

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 <u>Summer Woods Community Development District</u>
	by Chris LaFace, President (print individual's name and title)
	for Ripa & Associates, LLC (print name of entity submitting sworn statement)
	whose business address is
	1409 Tech Blvd., Suite 1, Tampa, FL 33619
2.	I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, provides that 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 that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria (together, "Prohibited Criteria"), is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3.	Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents meets any of the Prohibited Criteria. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, or any of its officers, directors, executives, partners, shareholders, members, or agents, meets any of the Prohibited Criteria.  Signature by authorized representative of Contractor
	Signature by authorized representative of contractor
	OF FLORIDA ) Y OF <u>HILLSBOROUGH</u> )
& Asso	Sworn to (or affirmed) and subscribed before me by means of physical presence or online ation, this 21st day of July 2020, by Chris LaFace, as President of Ripaciates, LLC. S/He [X] is personally known to me or [Note that is personally known to m
(Officia	Notary Seal)
1	LORI P. KATZMAN MY COMMISSION # GG 987108

EXPIRES: June 22, 2024
Bonded Thru Notary Public Underwriters

#### **EXHIBIT C**

#### **PUBLIC ENTITY CRIMES STATEMENT**

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 Summer Woods Community Development District.
2.	I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <a href="President">President</a> for <a href="Ripa &amp; Associates">Ripa &amp; Associates</a> , <a href="LLC">LLC</a> ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3.	Contractor's business address is <u>1409 Tech Blvd., Suite 1, Tampa, FL 33619</u>
4.	Contractor's Federal Employer Identification Number (FEIN) is
	(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of

- 5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

	•
9.	Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)
	X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):
	There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate has not been placed on the convicted vendor list. (Please describe

entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

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.

any action taken by or pending with the Florida Department of Management Services.)

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

Dated this 21st day of July	, 2020.
(W)	
By: Chris LaFace	
Title: President	
STATE OF FLORIDA ) COUNTY OF <u>HILLSBOROUGH</u> )	
	before me by means of physical presence or □ online 2020, by Chris LaFace, President of Ripa
	S/He [_X] is personally known to me or
[] produced	_ as identification.
(Official Notary Seal)	Name:



#### **EXHIBIT D**

## SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

#### **INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

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

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29

#### **CERTIFICATION**

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: Six Thousand Two Hundred and No/100 \$ 6,200.00 (Written) (Figures) 3. The amount listed above has been included within the Contract Price. Dated this 21st day of July . 2020. Contractor: Ripa & Associates, LLC By: Title: Chris LaFace, President STATE OF FLORIDA COUNTY OF HILLSBOROUGH ) notarization, this 21st day of July \_\_\_\_\_, 2020, by Chris LaFace, President of Ripa & Associates, LLC S/He [X\_] is personally known to me or [ ] produced as identification. (Official Notary Seal)



### SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

#### INSTRUCTIONS

Trench Box / Sloping

**Type of Trench Safety Mechanism** 

MY COMMISSION # GG 987108 EXPIRES: June 22, 2024 Bonded Thru Notary Public Underwriters

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, Florida Statutes, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

6200

Quantity

Unit Cost<sup>2</sup>

\$1.00

**Item Total Cost** 

\$6,200.00

		Project Total	\$6,200.00
Dated this <u>21st</u> day of <u>July</u>		_, 2020.	
Subcontractor: Ripa & Associates, LL	c	1	
	Ву:		
	Title: Chris LaFac	e President	
STATE OF FLORIDA ) COUNTY OF <u>HILLSBOROUGH</u> )			
Sworn to (or affirmed) and subscribed notarization, this <u>21st</u> day of <u>July</u>	, 20	020, by Chris LaFac	e, President of Ripa &
Associates, LLC . S/He as identification		lly known to me	or [] produced
(Official Notary Seal)	he		
	Name:		
LORI P. KATZMAN			

<sup>&</sup>lt;sup>2</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.



#### CERTIFICATE OF LIABILITY INSURANCE

7/21/2020

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).

<u> </u>		
PRODUCER	CONTACT NAME:	
Baldwin Krystyn Sherman 4211 W. Boy Scout Blvd.	PHONE (A/C, No, Ext): 813-984-3200 FAX (A/C, No): 813-9	984-3201
Suite 800	E-MAIL ADDRESS: certificates@bks-partners.com	
Tampa FL 33607	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
INSURED 1RIPAASS	INSURER B: XL Specialty Insurance Company	37885
Ripa & Associates, LLC 1409 Tech Blvd.	INSURER C: Great American Insurance Company	16691
Suite 1	INSURER D: American Guarantee & Liability Ins. Co.	26247
Tampa FL 33619	INSURER E :	
	INSURER F:	

#### COVERAGES CERTIFICATE NUMBER: 1481575371 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	INSR AND CONDITIONS OF COCKET CEIGNES. EINVITO CHOWN WAT HAVE BEEN REDOCED BY AND CEANING.							
LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR		MWZY31164520	2/1/2020	2/1/2021	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000	
	CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	\$ 400,000	
						MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000	
	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000	
	OTHER:						\$	
Α	AUTOMOBILE LIABILITY		MWTB31164620	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X ANY AUTO					BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
С	X UMBRELLA LIAB OCCUR		TUU332304700	2/1/2020	2/1/2021	EACH OCCURRENCE	\$ 5,000,000	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000	
	DED X RETENTION \$ 10,000						\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC31164420	2/1/2020	2/1/2021	X PER OTH- STATUTE ER		
	ANVPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT	\$ 1,000,000	
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
B D	Contractors Equipment Excess Liability		UM00025397MA19A AEC022256404	2/1/2020 2/1/2020	2/1/2021 2/1/2021	Leased/Rented Aggregate Leased/Rented Ded	\$650,000 10,000,000 \$10,000	

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

Project: Summerwoods Phase 1D

The Summer Woods Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are additional insured on the General Liability and Automobile Liability on a primary and non-contributory basis as required by written contract, subject to the terms and conditions of the policy. 30 day notice of cancellation, except for nonpayment of premium.

CERTIFICATE HOLDER CA	ANCELLATION
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Summer Woods Community Development District VK Summerwoods LLC 14025 Riveredge Drive, Suite 175 Tampa FL 33637

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

unskelm.

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## Tab 7

#### **RESOLUTION 2020-11**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE AMENDMENT TO RESOLUTION 2020-01 TO RESET THE DATE OF THE PUBLIC HEARING TO CONSIDER AND HEAR COMMENT ON THE ADOPTION OF RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Summer Woods Community Development District ("District") was established by an ordinance adopted by the Board of County Commissioners of Manatee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, on November 7, 2019, at a duly noticed public meeting, the District's Board of Supervisors ("Board") adopted Resolution 2020-01, setting a public hearing to consider and hear comment on the adoption of Rules of Procedure for 9:30 a.m. on February 6, 2020, at the Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221; and

WHEREAS, the Board desired to change the date and time of the public hearing to 11:00 a.m. on March 5, 2020, at the Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221; and

**WHEREAS,** the District Secretary has caused the notice of the public hearing, with the new date, to be published, consistent with the requirements of Chapter 120, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. RATIFICATION OF PUBLIC HEARING DATE RESET.** The actions of the Board in resetting the public hearing and the District Secretary in publishing the notice of public hearing are hereby ratified. Resolution 2020-01 is hereby amended to reflect that the public hearing to adopt the District's Rules of Procedure as declared in Resolution 2020-01 is reset to:

**Date**: Thursday, August 6, 2020

**Time**: 9:30 a.m.

**Location**: Trevesta Clubhouse

6210 Trevesta Place Palmetto, Florida 34221

**SECTION 2. RESOLUTION 2020-01 OTHERWISE REMAINS IN FULL FORCE AND EFFECT.** Except as otherwise provided herein, all of the provisions of Resolution 2020-01 continues in full force and effect.

**SECTION 3. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of August, 2020.

ATTEST:	SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
Assistant Socratary	Ву:
Assistant Secretary	lts:

# Tab 8

## RULES OF PROCEDURE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF	, 20
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#### TABLE OF CONTENTS

Rule 1	.0 General		2
	Rule 1.1	Board of Supervisors; Officers and Voting.	3
	Rule 1.2	District Offices; Public Information and Inspection of Records; Policies Service Contract Requirements; Financial Disclosure Coordination	
	Rule 1.3	Public Meetings, Hearings, and Workshops.	. 10
	Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse	. 15
Rule 2.	0 Rulemakii	ng Proceedings.	. 16
Rule 3.	0 Competiti	ve Purchase	. 22
	Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act	. 27
	Rule 3.2	Procedure Regarding Auditor Selection.	. 31
	Rule 3.3	Purchase of Insurance.	. 36
	Rule 3.4	Pre-qualification	. 38
	Rule 3.5	Construction Contracts, Not Design-Build.	. 43
	Rule 3.6	Construction Contracts, Design-Build.	. 47
	Rule 3.7	Payment and Performance Bonds.	. 52
	Rule 3.8	Goods, Supplies, and Materials.	. 53
	Rule 3.9	Maintenance Services.	. 57
	Rule 3.10	Contractual Services.	. 60
	Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9	
Rule 4.	0 Effective	Date	. 64

#### Rule 1.0 General.

- (1) The Summer Woods Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

#### **Rule 1.1** Board of Supervisors; Officers and Voting.

- (1) <u>Board of Supervisors.</u> The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) <u>Committees.</u> The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) <u>Meetings.</u> For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

## Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) <u>District Offices.</u> Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
  - (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) <u>Service Contracts.</u> Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- **(4)** Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) <u>Records Retention.</u> The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- Financial Disclosure Coordination. Unless specifically designated by Board **(7)** resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's email address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

#### **Rule 1.3** Public Meetings, Hearings, and Workshops.

- Notice. Except in emergencies, or as otherwise required by statute or these Rules, **(1)** at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
  - (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "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 (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "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."

- (f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."
- (2) <u>Mistake.</u> In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- Agenda. The District Manager, under the guidance of District Counsel and the (3) Chairperson Vice-Chairperson, shall prepare an agenda meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
  - 1. Financial Report
  - 2. Approval of Expenditures

Supervisor's requests and comments
Public comment
Adjournment

- (4) <u>Minutes.</u> The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) <u>Special Requests.</u> Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) <u>Public Comment.</u> The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) <u>Budget Hearing.</u> Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) <u>Public Hearings.</u> Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

- published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) <u>Board Authorization.</u> The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) <u>Continuances.</u> Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) <u>Security and Firesafety Board Discussions</u>. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

#### Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) <u>Internal Controls.</u> The District shall establish and maintain internal controls designed to:
  - (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2) <u>Adoption.</u> The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

#### **Rule 2.0** Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

#### (2) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
- (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

#### (3) <u>Notice of Proceedings and Proposed Rules.</u>

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) <u>Rule Development Workshops.</u> Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings (5) must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) <u>Rulemaking Materials.</u> After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
- (d) The published notice.
- Hearing. The District may, or, upon the written request of any affected person **(7)** received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) <u>Rulemaking Record.</u> In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

### (11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
- (iii) Regulate the course of the hearing, including any pre-hearing matters;
- (iv) Enter orders; and
- (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) <u>Variances and Waivers.</u> A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
  - (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

# **Rule 3.0** Competitive Purchase.

- (1) <u>Purpose and Scope.</u> In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Board Authorization.</u> Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board

### (3) Definitions.

- (a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
- (b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
- (c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) "Design-Build Firm" means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performancebased criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.
- (l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida

- (o) "Request for Proposals" or "RFP" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

# **Rule 3.1** Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) <u>Qualifying Procedures.</u> In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

### (4) <u>Competitive Selection.</u>

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

# (5) <u>Competitive Negotiation.</u>

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) <u>Continuing Contract.</u> Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) <u>Emergency Purchase.</u> The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### **Rule 3.2** Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

### (1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) <u>Establishment of Minimum Qualifications and Evaluation Criteria.</u> Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) <u>Minimum Qualifications.</u> In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) <u>Public Announcement.</u> After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) <u>Request for Proposals.</u> The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

# (7) <u>Board Selection of Auditor.</u>

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) <u>Contract.</u> Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
  - (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

#### **Rule 3.3** Purchase of Insurance.

- (1) <u>Scope.</u> The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) <u>Procedure.</u> For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

# **Rule 3.4** Pre-qualification

- (1) <u>Scope.</u> In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Procedure.</u> When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

### (3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
  - i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred
  - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
  - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's prequalified status shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
  - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
  - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

# **Rule 3.5** Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - Notice of the Invitation to Bid, Request for Proposals, Invitation to (b) Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) <u>Exceptions.</u> This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

# **Rule 3.6** Construction Contracts, Design-Build.

(1) <u>Scope.</u> The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

### (2) Procedure.

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
  - (i) <u>Qualifications-Based Selection.</u> If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
  - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

- 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
- 2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
- 3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

- The proposals, or the portions of which that include the 4. price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the In consultation with the Design Criteria District. Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
- 5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
- 6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- 7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- 8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
- 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) <u>Emergency Purchase.</u> The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

- (5) <u>Exceptions.</u> This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

# **Rule 3.7** Payment and Performance Bonds.

- (1) <u>Scope.</u> This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) <u>Discretionary Bond.</u> At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

# **Rule 3.8** Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) <u>Renewal.</u> Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

### **Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) <u>Procedure.</u> When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

- entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) <u>Emergency Purchases.</u> The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat. Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

### **Rule 3.10** Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) <u>Contracts; Public Records.</u> In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

## Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

### (1) <u>Filing.</u>

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

- 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. 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 attorney's 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.
- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) <u>Contract Execution.</u> Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) <u>Informal Proceeding.</u> If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) <u>Formal Proceeding.</u> If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

### **Rule 4.0** Effective Date.

These Rules shall be effective \_\_\_\_\_\_, 20\_\_\_, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

# Tab 9

### **RESOLUTION 2020-12**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** Summer Woods Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

**WHEREAS,** Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1.** The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of August, 2020.

ATTEST:	SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairman / Vice Chairman Board of Supervisors

**Exhibit A:** Rules of Procedure

## EXHIBIT A: RULES OF PROCEDURE

# Tab 10

### **RESOLUTION 2020-13**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Summer Woods Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority, a schedule of its regular meetings.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

<u>Section 1</u>. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

<u>Section 2</u>. In accordance with Section 189.417(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Manatee County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

SUMMER WOODS COMMUNITY

PASSED AND ADOPTED THIS 6th DAY OF AUGUST, 2020.

SECRETARY / ASSISTANT SECRETARY

	DEVELOPMENT DISTRICT
ATTEST:	CHAIRMAN / VICE CHAIRMAN

# EXHIBIT A SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING DATES FOR FISCAL YEAR 2020/2021

November 5, 2020 February 4, 2021 May 6, 2021 August 5, 2021

All meetings will convene at 9:30 a.m. at the Trevesta Clubhouse, located at 6210 Trevesta Place, Palmetto, Florida 34221.

Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: <a href="https://www.summerwoodscdd.org">https://www.summerwoodscdd.org</a>.

# Tab 11



# Summer Woods Community Development District

www.summerwoodscdd.org

**Approved Proposed Budget for Fiscal Year 2020/2021** 

Presented by: Rizzetta & Company, Inc.

9530 Marketplace Road Suite 206 Fort Myers, Florida 33912 Phone: 239-936-0913

www.rizzetta.com

### **Table of Contents**

	<u>Page</u>
General Fund Budget Account Category Descriptions	1
Reserve Fund Budget Account Category Descriptions	8
Debt Service Fund Budget Account Category Descriptions	9
General Fund Budget for Fiscal Year 2020/2021	10
Debt Service Fund Budget for Fiscal Year 20202021	11
Assessments Charts for Fiscal Year 2020/2021	12 - 13



## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

### **EXPENDITURES - ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

### **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.



Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

Rizzetta & Company

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

### **EXPENDITURES:**

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



### <u>DEBT SERVICE FUND BUDGET</u> ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



## Proposed Budget Summer Woods Community Development District General Fund Fiscal Year 2020/2021

	Actual YT Chart of Accounts Classification through				Projected Annual Totals		Annual Budget for		Projected Budget		Budget for	Budget Increase		Comments	
	Chair of Associate Glassification		6/30/20		019/2020		2019/2020		riance for 019/2020	2020/2021		(Decrease) vs 2019/2020		Commonic	
1															
3	REVENUES														
	Special Assessments														
5	Tax Roll*	\$	77,724	\$	77,350			\$	-	\$	152,738	\$	75,388		
7	Off Roll* Contributions & Donations from Private Sources			\$	-	\$	-	\$	-	\$	196,533	\$	196,533		
8	Developer Contributions	\$	67,114	\$	245,621	\$	245,621	\$	-			\$	(245,621)		
9															
10	TOTAL REVENUES	\$	144,838	\$	322,971	\$	322,971	\$	-	\$	349,271	\$	26,300		
12	TOTAL REVENUES AND BALANCE FORWARD	\$	144,838	\$	322,971	\$	322,971	\$	-	\$	349,271	\$	26,300		
13 14	EXPENDITURES - ADMINISTRATIVE														
15															
16 17	Financial & Administrative  Administrative Services	•	2 275	\$	4.500	•	4.500			Φ.	4.005	Φ.	405		
18	District Management	\$		\$	4,500 20,100			\$	-	\$	4,635 20,703	\$	135 603		
19	Accounting Services	\$	13,500	\$	18,000			\$	-	\$	18,540	\$	540		
20	Auditing Services	\$	4,000			\$		_	4,200	\$	4,000	\$	(200)		
21	District Engineer Disclosure Report	\$	2,025	\$	2,700	\$	5,000	\$	2,300	\$	5,000	\$	-	As per Dissemination Services	
22		\$	5,000	\$	5,000	\$	5,000	\$	-	\$	7,000	\$	2,000	Agreement Services	
23	Trustees Fees	\$	7,000	\$	7,000			\$	-	\$	7,000	\$	-		
24	Assessment Roll		E 000	•	E 000	6	5 5000			¢	E 4E0	•	450		
25	Arbitrage Rebate Calculation	\$	5,000 450	\$	5,000 450	-		\$	-	\$	5,150 500	\$	150 50		
26	Financial and Revenue Collections	\$		\$	2,700				900	\$	3,708	\$	108		
27	Public Officials Liability Insurance	\$	2,306	\$	2,537			\$	(62)	\$	2,537	\$	62	As per Egis' estimate	
28 29	Legal Advertising Dues, Licenses & Fees	\$	2,138	\$	2,851				649	\$	4,000	\$	500		
30	Website Hosting, Maintenance, Backup (and Email)	\$	175 4,378	\$	233 5,837			\$	(58) 1,263	\$	175 2,753	\$		Campus Suites Agreement	
31	Legal Counsel	Ť		Ť	-,,,,,	Ĭ	1,113	\$	-		-,,	\$	-	, , , , , , , , , , , , , , , , , , , ,	
32	District Counsel	\$	10,037	\$	13,383	\$	20,000	\$	6,617	\$	20,000	\$	-		
33	Administrative Subtotal	\$	77,159	s	76,908	\$	106,100	\$	9,192	\$	105,701	\$	(400)		
35		Ť	11,100	•	. 0,000	Ť	100,100	Ť	0,102	•	100,701	•	(100)		
36 37	EXPENDITURES - FIELD OPERATIONS														
	Electric Utility Services														
39	Utility Services - Amenity Center													Based on projected annualized	
40	Hillia Carriage Fata Circa	\$	2,777	\$	3,703			\$	7,934	\$	12,000	\$	363	expenses	
41	Utillity Services - Entry Signs Water-Sewer Combination Services	\$	-	\$	-	\$	2,667	\$	2,667	\$	3,000	\$	333		
42	Utillity - Irrigation	Ť												Based on projected annualized	
	Hellis Assessit Control Donnel	\$	1,006	\$	1,341	\$	,	\$	13,059	\$	14,400	\$	-	expenses	
43 44	Utillity - Amenity Center Trash Removal Stormwater Control	\$	-	\$	-	\$	3,467	\$	3,467	\$	3,500				
	Aquatic Maintenance					H								Solitude agreement \$ 621.00 per	
45		\$	5,427	\$	7,236	\$	7,236	\$	-	\$	7,452	\$	216	month	
46	Wetland Maintenance/Exotic Nuisance Removal	\$	4,707	¢	6 270	6	0 640	6	2 270	•	11 704	\$	2 420	Aquatic Systems agreement plus upland preservation areas.	
47	Other Physical Environment	Φ	4,707	\$	6,276	\$	8,646	\$	2,370	\$	11,784	φ	3,138	apiana preservanori dreds.	
48	Landscape Maintenance	\$	43,405	\$	-	\$		\$	-	\$	118,120	\$	-		
49	Irrigation Maintenance	\$	1,131	\$	2,750				11,250	\$	14,000	•			
50 51	Plant Replacement General Liability Insurance	\$	2,819	\$	5,328 2,750			\$	(328) 275	\$	5,000 3,101	\$	- 76		
52	Property Insurance	\$		\$		\$			5,594	\$	6,213	\$	619		
53	Pool Maintenance	\$	1,305		1,740	\$			6,580	\$	16,800	\$	8,480	Pool Cleaning Services Agreement	
	Amenity Center Maintenance														
54														Cleaning contract services \$ 1,100.00 per month. Additional funds budgeted for pressure cleaning and additional	
		\$	-	\$	-	\$	4,760	\$	4,760	\$	18,200	\$	13,440	maintenance for the amenity center.	
	Contingency			_		L									
56 57	Miscellaneous Contingency	\$	2,848	\$	3,797	\$	10,000	\$	6,203	\$	10,000	\$	-		
58	Field Operations Subtotal	\$	65,425	\$	34,921	\$	216,871	\$	63,830	\$	243,570	\$	26,666		
59 60	Contingency for County TRIM Notice														
61						Γ									
62 68	TOTAL EXPENDITURES	\$	142,584	\$	111,830	\$	322,971	\$	73,021	\$	349,271	\$	26,300		
	EXCESS OF REVENUES OVER EXPENDITURES	\$	2,254	\$	211,141	\$		\$	(73,021)	\$	1	\$	1		
		l				1		l						ĺ	

## Budget Template Summer Woods Community Development District Debt Service Fiscal Year 2020/2021

Chart of Accounts Classification	Series 2018A-1 (AA1)	Series 2018A-2 (AA1)	Series 2020 (AA2)	Budget for 2020/2021
REVENUES				
Special Assessments				
Net Special Assessments	\$242,399.63	\$55,933.92	\$388,811.39	\$687,144.93
TOTAL REVENUES	\$242,399.63	\$55,933.92	\$388,811.39	\$687,144.93
EXPENDITURES				
Administrative				
Financial & Administrative				
Debt Service Obligation	\$242,399.63	\$55,933.92	\$388,811.39	\$687,144.93
Administrative Subtotal	\$242,399.63	\$55,933.92	\$388,811.39	\$687,144.93
TOTAL EXPENDITURES	\$242,399.63	\$55,933.92	\$388,811.39	\$687,144.93
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00

Manatee County Collecction Costs (3%) and Early Payment Discounts (4%):

7.0%

Gross assessments \$733,780.80

### Notes:

1. Tax Roll Collection Costs (3%) and Early Payment Discounts (4%) are a total 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

### SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

### FISCAL YEAR 2020/2021 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 2020/2021 O&M Budget
 \$349,271.00

 Collection Cost @
 3%
 \$11,266.81

 Early Payment Discount @
 4%
 \$15,022.41

 2020/2021 Total:
 \$375,560.22

**2019/2020 O&M Budget** \$322,971.00 (2) **2020/2021 O&M Budget** \$349,271.00

Total Difference: \$26,300.00

	PER UNIT ANNU	AL ASSESSMENT	Proposed Increase / Decrease			
	2019/2020	2020/2021	\$	%		
Series 2018A-1 Debt Service - SF 40' (AA1)	\$1,073.88	\$1,073.88	\$0.00	0.00%		
Operations/Maintenance - SF 40'	\$913.98	\$924.17	\$10.19	1.11%		
Total	\$1,987.86	\$1,998.05	\$10.19	0.51%		
Series 2018A-1 Debt Service - SF 40' gated (AA1)	\$1,181.27	\$1,181.27	\$0.00	0.00%		
Operations/Maintenance - SF 40' gated	\$913.98	\$924.17	\$10.19	1.11%		
Total	\$2,095.25	\$2,105.44	\$10.19	0.49%		
Series 2018A-1 Debt Service - SF 50' (AA1)	\$1,181.27	\$1,181.27	\$0.00	0.00%		
Operations/Maintenance - SF 50'	\$913.98	\$1,155.21	\$241.23	26.39%		
Total	\$2,095.25	\$2,336.48	\$241.23	11.51%		
Series 2020 Debt Service - SF 40' (AA2)	\$0.00	\$1,181.00	\$1,181.00	(1)		
Operations/Maintenance - SF 40'	\$0.00	\$924.17	\$924.17	(3)		
Total	\$0.00	\$2,105.17	\$2,105.17			
				(4)		
Series 2020 Debt Service - SF 50' (AA2)	\$0.00	\$1,289.00	\$1,289.00	(1)		
Operations/Maintenance - SF 50'	\$0.00	\$1,155.21	\$1,155.21	(3)		
Total	\$0.00	\$2,444.21	\$2,444.21			
Series 2020 Debt Service - SF 40' (AA2) UNPLATTED	\$0.00	\$1.181.00	\$1,181.00	(1)		
Operations/Maintenance - SF 40' UNPLATTED	\$0.00	\$103.80	\$103.80	(3)		
Total	\$0.00	\$1,284.80	\$1,284.80			
Series 2020 Debt Service - SF 50' (AA2) UNPLATTED	\$0.00	\$1,289.00	\$1,289.00	(1)		
Operations/Maintenance - SF 50' UNPLATTED	\$0.00	\$1,289.00 \$129.75	\$1,289.00 \$129.75	(3)		
Total	\$0.00 \$0.00	\$1,418.75	\$1,418.75			
	*****	* * * * * * * * * * * * * * * * * * * *				
Debt Service - SF 40' (Future Assessment Areas)	\$0.00	\$0.00	\$0.00			
Operations/Maintenance - SF 50' (Future Assessment Areas)	\$0.00	\$103.80	\$103.80	(3)		
Total	\$0.00	\$103.80	\$103.80			
Debt Service - SF 40' (Future Assessment Areas)	\$0.00	\$0.00	\$0.00			
Operations/Maintenance - SF 50' (Future Assessment Areas)	\$0.00	\$129.75	\$129.75	(3)		
Total	\$0.00	\$129.75	\$129.75			

<sup>(1)</sup> The first installment for the Series 2020 Bond (AA2) is expected to commence in FY 2020-2021

<sup>(2)</sup> Developer funded \$245,621.00 of the FY 19-20 Budget

<sup>(3)</sup> Beginning in FY 20-21 - O&M Admin Expenses will be levied on all Lots, O&M Field Expenses will only be levied on Platted Lots

#### SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

#### FISCAL YEAR 2020-2021 DEBT SERVICE AND O&M ASSESSMENT SCHEDULE

#### ALLOCATION OF O&M ASSESSMENT

		UNITS ASSESSE	<u>=D</u>			TOTAL O&M BUI COLLECTION CO EARLY PAYMEN TOTAL O&M ASS	STS & EPD @ T DISCOUNT @	3.0% 4.0%	\$105,701.00 \$3,409.71 \$4,546.28 \$113,656.99		TOTAL FIELD BU COLLECTION CO EARLY PAYMEN TOTAL O&M AS:	OSTS @ IT DISCOUNT @	3.0% 4.0%	\$243,570.00 \$7,857.10 \$10,476.13 \$261,903.23		PER	R UNIT ASSESSMENTS		
LOT SIZE	<u>0&amp;M</u>	SERIES 2018A-1 (AA1) DEBT SERVICE (1)	SERIES 2018A-2 (AA1) DEBT SERVICE	SERIES 2020 (AA2) DEBT SERVICE (1)	<u>EAU</u>	TOTAL EAUs	% TOTAL <u>EAUs</u>	ADMIN PER PARCEL	ADMIN PER LOT		TOTAL EAUs	% TOTAL EAUs	FIELD PER PARCEL	FIELD PER LOT	O&M (2)	SERIES 2018A-1 (AA1)  DEBT SERVICE (3)	2018A-2 DEBT (AA1) DEBT SERVICE (4)	SERIES 2020 DEBT SERVICE	
<u>Platted Parcels</u> Assessment Area One																			
Single Family 40'	40	40	2	0	1.00	40.00	3.65%	\$4,151.85	\$103.80		40.00	12.53%	\$32.814.81	\$820.37	\$924.17	\$1,073.88	\$582.07	\$0.00	\$2,580.12
Single Family 40' gated	143	143	89	Ō	1.00	143.00	13.06%	\$14,842.88	\$103.80		143.00	44.79%	\$117,312.96	\$820.37	\$924.17	\$1,181.27	\$554.35	\$0.00	\$2,659.79
Single Family 50'	41	41	7	0	1.25	51.25	4.68%	\$5,319.56	\$129.75		51.25	16.05%	\$42,043.98	\$1,025.46	\$1,155.21	\$1,181.27	\$776.09	\$0.00	\$3,112.57
Assessment Area Two																			
Single Family 40'	30	0	0	30	1.00	30.00	2.74%	\$3,113.89	\$103.80		30.00	9.40%	\$24,611.11	\$820.37	\$924.17	\$0.00	\$0.00	\$1,181.00	\$2,105.17
Single Family 50'	44	0	0	44	1.25	55.00	5.02%	\$5,708.80	\$129.75		55.00	17.23%	\$45,120.37	\$1,025.46	\$1,155.21	\$0.00	\$0.00	\$1,289.00	\$2,444.21
Total Platted	298	224	98	74	_	319.25	29.16%	\$33,136.98			319.25	100.00%	\$261,903.23						
<u>Unplatted Parcels</u> Assessment Area Two																			
Single Family 40'	138	0	0	138	1.00	138.00	12.60%	\$14,323.89	\$103.80		0.00	0.00%	\$0.00	\$0.00	\$103.80	\$0.00	\$0.00	\$1,181.00	\$1,284.80
Single Family 50'	126	0	0	126	1.25	157.50	14.38%	\$16,347.92	\$129.75		0.00	0.00%	\$0.00	\$0.00	\$129.75	\$0.00	\$0.00	\$1,289.00	\$1,418.75
Future Assessment Areas																			
Single Family 40'	159	0	0	0	1.00	159.00	14.52%	\$16,503.62	\$103.80		0.00	0.00%	\$0.00	\$0.00	\$103.80	\$0.00	\$0.00	\$0.00	\$103.80
Single Family 50'	257	0	0	0	1.25	321.25	29.34%	\$33,344.57	\$129.75		0.00	0.00%	\$0.00	\$0.00	\$129.75	\$0.00	\$0.00	\$0.00	\$129.75
Total Unplatted	680	0	0	264	_	775.75	70.84%	\$80,520.01		l	0.00	0.00%	\$0.00						
Total Planned	978	224	98	338	_	1095.00	100.00%	\$113,656.99		_	319.25	100.00%	\$261,903.23						
LESS: Manatee County Collection Co	osts (3%) and E	Early Payment Discounts (4%	5):					(\$7,955.99)					(\$18,333.23)						
Net Revenue to be Collected								\$105,701.00					\$243,570.00						

<sup>(1)</sup> Reflects the number of total lots with Series 2018A-1 (AA1) and 2020 (AA2) debt outstanding.

<sup>(</sup>a) Administrative expenses, and any operational expenses above the levied gross assessment will be funded via a Developer Funding Agreement. The proposed operational assessment is based on an assumption of 298 platted units, but such assumption is subject to change, and the final assessments will be based on the number of platted units existing at the time of submission of the assessment roll to the Manatec County Tax Collector.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2018A-1 (AA1) and Series 2020 (AA2) bond issues. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

<sup>(4)</sup> The annual debt service assessment per lot adopted in connection with the Series 2018A-2 (AA1) bond issue are expected to be directly collected by the District; therefore, these amounts do not include Pasco County collection costs or early payment discounts.

<sup>(4)</sup> Annual assessment that will appear on November 2020 Manatee County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

# Tab 12

### **RESOLUTION 2020-14**

THE ANNUAL APPROPRIATION RESOLUTION OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2020, submitted to the Board of Supervisors ("Board") of the Summer Woods Community Development District ("District") proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS,** the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

### SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Summer Woods Community Development District for the Fiscal Year Ending September 30, 2021."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

### SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$\_\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
DEBT SERVICE FUND – SERIES 2018A-1	\$
DEBT SERVICE FUND – SERIES 2018A-2	\$
DEBT SERVICE FUND – SERIES 2020	\$
TOTAL ALL FUNDS	\$

### SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6<sup>th</sup> DAY OF AUGUST, 2020.

ATTEST:	SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	By:

Exhibit A: Fiscal Year 2020/2021 Budget(s)

### Exhibit A

Fiscal Year 2020/2021 Budget(s)

# Tab 13

### **RESOLUTION 2020-15**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Summer Woods Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purposes of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Manatee County, Florida ("County"); and

**WHEREAS,** the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("Adopted Budget") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"), attached hereto as Exhibit "A;" and

**WHEREAS,** the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS,** the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS,** Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS,** it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS,** the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("Assessment Roll") attached to this Resolution as Exhibit "B," and to certify the portion of the Assessment Roll related

to certain developed property ("Tax Roll Property") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("Direct Collect Property"), all as set forth in Exhibit "B;" and

**WHEREAS,** it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

### SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Tax Roll Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in Exhibits "A" and "B."
- B. **Direct Bill Assessments.** The previously levied debt service special assessments imposed on the Direct Collect Property, as well as debt service special assessments imposed on any property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** Debt service special assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 70% due no later than April 11, 2021 and 30% due no later September 30, 2021. Operations and maintenance special assessments directly collected by the District are due in full on October 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 25% due no later than October 1, 2020, 25% due no later than January 4, 2021, 25% due no later than April 1, 2021 and 25% due no later than July 1, 2021. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the

amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.

C. Future Collection Methods. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4.** ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as Exhibit "B," is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SEVERABILITY. The invalidity or unenforceability of any one or more provisions of **SECTION 6.** this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 6<sup>th</sup> day of August 2020.

Assessment Roll (Uniform Method) Assessment Roll (Direct Collect)

Budget

**Exhibit B:** 

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT					
Ву:					
Its:					

### Exhibit A

Budget

### Exhibit B

Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Assessment roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, Florida Statutes.