

June 17, 2020

Board of Supervisors
Palma Sola Trace Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Palma Sola Trace Community Development District will be held on **Thursday, June 25, 2020 at 1:30 p.m.** may be conducted remotely, using communications media technology pursuant to Executive Orders 20-52, 20-69, and 20-139 issued by Governor DeSantis, and as each may be amended or extended, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on May 14, 2020 Tab 1
 - B. Consideration of Operations & Maintenance Expenditures for May 2020 Tab 2
- 4. BUSINESS ITEMS**
 - A. Ratification of Agreement for Retaining Wall Repair Tab 3
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. Presentation of Unaudited Financial Statements Tab 4
 - ii. Streetlight Status Update
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to contact us at (813) 933-5571.

Respectfully,

Bryan Radcliff

Bryan Radcliff
District Manager

Tab 1

MINUTES OF MEETING

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

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of the Palma Sola Trace Community Development District was held on **Tuesday, May 14, 2020 at 1:30 p.m.** by means of communications media technology via telephonic pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020 and March 20, 2020, and Executive Order 20-112, dated April 29, 2020, respectively, and pursuant to Section 120.54.(5)(b)2., Florida Statutes.

Present and constituting a quorum:

Peter Gelman	Board Supervisor; Chair
Roger Ohlson	Board Supervisor; Vice Chair
Robert Mauriello	Board Supervisor; Asst. Secretary
Bill Diamond	Board Supervisor; Asst. Secretary

Also present were:

Bryan Radcliff	District Manager; Rizzetta & Company, Inc.
Lauren Gentry	District Counsel; Hopping Green & Sams
Rick Schappacher	District Engineer; Schappacher Engineering

Audience	None
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Radcliff called the meeting to order and conducted roll call, confirming a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

No audience members present.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of
Axel Bergman**

On a Motion by Mr. Mauriello, seconded by Mr. Gelman, with all in favor, the Board accepted the Resignation of Axel Bergman, for the Palma Sola Trace Community Development District.

45 **FOURTH ORDER OF BUSINESS** **Consideration of Appointment to Open**
46 **Board Seat**
47

48 The Board appointed Bill Diamond to seat 5 with a term of 2018-2020 of the Palma
49 Sola Trace Community Development District, as Assistant Secretary. Mr. Diamond
50 accepted compensation.
51

On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board appointed Bill Diamond to the seat 5 with a term of 2018-2020, for the Palma Sola Trace Community Development District.

52
53 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution**
54 **2020-06; Re-designating Officers**
55

56 Mr. Radcliff presented Resolution 2020-06; Re-designating Officers to the Board.
57

On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board, approved Resolution 2020-06; Re-designating Officers, for the Palma Sola Trace Community Development District.

58
59 **SIXTH ORDER OF BUSINESS** **Consideration of Minutes of**
60 **Audit Committee Meeting held**
61 **on February 27, 2020**
62

63 Mr. Radcliff presented the minutes of Audit Committee Meeting held February 27,
64 2020 to the Board for consideration.
65

On a Motion by Mr. Ohlson, seconded by Mr. Gelman, with all in favor, the Board approved the minutes of the Audit Committee Meeting held on February 27, 2020, for the Palma Sola Trace Community Development District.

66
67 **SEVENTH ORDER OF BUSINESS** **Consideration of Minutes of**
68 **Board Supervisors' Regular**
69 **Meeting held on February 27,**
70 **2020**
71

72 Mr. Radcliff presented the minutes of Board of Supervisors' Regular Meeting held
73 February 27, 2020 to the Board for consideration.
74

On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board approved the minutes of Board of Supervisors' Regular Meeting held on February 27, 2020, for the Palma Sola Trace Community Development District.

78 **EIGHTH ORDER OF BUSINESS** **Consideration of Operations &**
79 **Maintenance Expenditures for**
80 **February through April 2020**
81

On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditures for February 2020: (\$8,949.30), March 2020 (\$13,168.35), and April 2020 (\$11,122.64), for the Palma Sola Trace Community Development District.

82
83 **NINTH ORDER OF BUSINESS** **Consideration of Proposal to**
84 **Clean-up Vines**
85

86 The Board tabled this Proposal and requested a proposal to remove the Oleander
87 Palms and install Areka Palms at Palmasola Creek and 71st Street.
88

89 **TENTH ORDER OF BUSINESS** **Discussion of Retaining Wall**
90 **Erosion Report**
91

92 Mr. Schappacher presented his Retaining Wall Erosion Report to the Board.
93

On a Motion by Mr. Ohlson, seconded by Mr. Mauriello, with all in favor, the Board approved to repair the retaining wall with a Not-to-Exceed amount of \$15,000.00, and authorized Peter Gelman to approve outside a meeting, for the Palma Sola Trace Community Development District.

94
95 **ELEVENTH ORDER OF BUSINESS** **Ratification of Resolution 2020-**
96 **03; Authorizing Signatories**
97

On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board ratified Resolution 2020-03; Authorizing Signatories, for the Palma Sola Trace Community Development District.

98
99 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution**
100 **2020-07; Ratifying Actions taken**
101 **in order to Facilitate Operations**
102 **During the Covid-19 Emergency**
103

On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board adopted Resolution 2020-07; Ratifying Actions taken in order to Facilitate Operations During the Covid-19 Emergency, for the Palma Sola Trace Community Development District.

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106
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108

109
110 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2020-04;**
111 **Re-designating Secretary**
112

113 Mr. Radcliff presented Resolution 2020-04 to the Board, which will designate Bob
114 Schleifer as Secretary.
115

On a Motion by Mr. Mauriello, seconded by Mr. Gelman, with all in favor, the Board adopted Resolution 2020-04; Re-designating Secretary, for the Palma Sola Trace Community Development District.

116
117 **FOURTEENTH ORDER OF BUSINESS** **Presentation of Fiscal Year 2020-**
118 **2021 Proposed Budget**
119

120 Mr. Radcliff presented the Fiscal Year 2020-2021 Proposed Budget. A conversation
121 ensued among the Board.
122

123 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Resolution**
124 **2020-05: Approving Proposed**
125 **Budget Fiscal Year 2020-2021 and**
126 **Set Public Hearing for August 27**
127 **21, 2020**
128

129 Mr. Radcliff presented Resolution 2020-05; Approving Proposed Budget Fiscal Year
130 2020-2021 and set the Public Hearing for August 27, 2020.
131

On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board of Supervisors adopted Resolution 2020-05; Approving Proposed Budget Fiscal Year 2020-2021 and set Public Hearing for August 27, 2020, for the Palma Sola Trace Community Development District.

132
133 **SIXTEENTH ORDER OF BUSINESS** **Staff Reports**
134

135 **A. District Counsel**
136

137 No report.
138

139 **B. District Engineer**
140

141 No Report
142

143 **C. District Manager**
144

145 Mr. Radcliff confirmed that the next regular meeting will be held June 25, 2020
146 at 1:30 p.m. at the Palma Sola Trace Clubhouse, located at 7408 Hamilton
147 Road, Bradenton, Florida 34209.
148

- 149 **i. Presentation of Unaudited Financial Statements**
150 Mr. Radcliff presented the latest unaudited financial statements to the
151 Board for review.
152
153 **ii. Streetlight Status Update**
154 Mr. Radcliff updated the Board on the status of the streetlights within
155 the District
156
157 **iii. Announcement of Manatee Registered Voter Count**
158 Mr. Radcliff announced the registered voter count is 647 as of April
159 15,2020 from Manatee County Supervisor of Election.
160

161 **SEVENTEENTH ORDER OF BUSINESS**

Supervisor Requests

162
163 No supervisor requests.
164

165 **EIGHTEENTH ORDER OF BUSINESS**

Adjournment

166
167 On a Motion by Mr. Gelman, seconded by Mr. Mauriello, with all in favor, the Board of
168 Supervisors adjourned the meeting at 2:24 p.m. for the Palma Sola Trace Community
169 Development District.
170

171 _____
Asst. Secretary

Chair / Vice Chair

Tab 2

**PALMA SOLA TRACE
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

**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: **\$8,009.07**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquagenix	003291	4081105	Aquatic Service 05/2020	\$ 850.00
Bellmore Electric Inc.	003284	7827	Street Light Repairs	\$ 175.00
Bellmore Electric Inc.	003284	7828	Street Light Repairs	\$ 125.00
BrightView Landscape services, Inc.	003292	6801163	Monthly Lawn Service 05/2020	\$ 748.00
Florida Power & Light Company	003283	21937-71157 04/2020	3724 Summerwind Cir # Gate 04/2020	\$ 12.42
Florida Power & Light Company	003283	56695-14423 04/2020	3804 Bridlecrest Ln # PUMP 04/2020	\$ 81.34
Florida Power & Light Company	003283	75654-55537 04/2020	3807 75th ST W # ST LTS 04/2020	\$ 61.11
Florida Power & Light Company	003283	84373-03152 04/2020	4095 Overture Cir # GATE 04/2020	\$ 16.28
Hopping Green & Sams	003286	114629	General/Monthly Legal Services 04/20	\$ 687.00
Peter Gelman	003285	PG051420	Board of Supervisors Meeting 05/14/20	\$ 200.00
Rizzetta & Company, Inc.	003281	INV0000049266	District Management Fees 05/2020	\$ 4,041.67
Rizzetta Technology Services, LLC	003282	INV0000005797	Website Email & Hosting 05/2020	\$ 100.00
Robert Mauriello	003287	RM051420	Board of Supervisors Meeting 05/14/20	\$ 200.00
Roger Ohlson	003288	RO051420	Board of Supervisors Meeting 05/14/20	\$ 200.00
Schappacher Engineering, LLC	003289	1623	Engineering Services 04/2020	\$ 150.00

Palma Sola Trace Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2020 Through May 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Securt Holdings, LLC dba CIA Access	003293	21099050420	Service Call-Gate Repair 05/20	\$ 161.25
William M Diamond	003290	BD051420	BOS Meeting 05.14.20	\$ <u>200.00</u>
Report Total				\$ <u>8,009.07</u>

Tab 3

CONTRACT FOR RETAINING WALL REPAIRS

This Contract for Retaining Wall Repairs (“Contract”), is made and entered this ____ day of June, 2020, by and between

PALMA SOLA TRACE COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the State of Florida (“District”) with an address of c/o Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, and

ANJ EXCAVATION, LLC, a Florida limited liability company (“Contractor”) with a principal address of 1220 59th Ave E, Bradenton, Florida 34203.

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to perform retaining wall repairs and related remediation work on District-owned property; and

WHEREAS, the Contractor represents that it is licensed and qualified to provide the materials and perform the services necessary to complete such work, and has submitted a proposal, attached hereto as **Exhibit “A”**, to provide such work; and

WHEREAS, the District desires to enter into this Contract for the Contractor to provide the materials and perform the services as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor and District agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Contract.

II. DESCRIPTION OF WORK

1. The work to be performed shall include all skill, labor, material, equipment, tools, supervision and transportation for retaining wall repairs (hereinafter referred to as the “Contract Work”) as more specifically detailed in the plans attached hereto as **Exhibit “B”** and in accordance with the Bid Form attached hereto as **Exhibit “A”** and the Technical Specifications attached hereto as **Exhibit “C.”** To the extent of any conflict between the Contract and the Exhibits, the terms of this Contract shall govern.

2. While performing the Contract Work, the Contractor shall assign such experienced staff as may be required and such staff shall be responsible for coordinating, expediting and controlling all aspects to assure completion of the Contract Work. The District shall be responsible for establishing property boundaries in the field, if required.
3. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District with the exception of those specifically provided for herein. The Contract Work shall be performed in a neat and professional manner reasonably acceptable to the District, shall be in accordance with industry standards and best practices and this Contract, and shall be warrantied as set forth herein.

III. CONTRACT SUM

1. The District agrees to pay Contractor for the Contract Work the total sum of **Seven Thousand, Three Hundred Twenty-Three Dollars (\$7,323.00)** (“Contract Sum”). The District shall pay the Contractor for the Contract Work upon completion in full of the Contract Work to the District’s satisfaction and acceptance at the District’s sole and absolute discretion. An initial payment to cover material costs of up to twenty percent (20%) of the Contract Sum will be made by the District upon written request from Contractor. Progress payments will then be made upon request and only after approval by the District’s engineer. Partial releases may be requested as partial payments are made. Compensation under this Contract shall be paid by the District to Contractor in accordance with the Local Government Prompt Payment Act, as set forth in Sections 218.70, et seq., Florida Statutes.
2. The Contract Sum includes all parts, permits, installation, materials and labor necessary to complete the Contract Work as described herein. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of the Contract Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract without additional compensation provided therefore.
3. The Contractor agrees that the District shall not be liable for the payment of any additional services or materials unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such additional services. If the District should desire additional work or services not provided in this Contract, the Contractor agrees to negotiate in good faith to undertake such additional work or services. There shall be no additional compensation absent a written change order executed by all parties before any extra cost is incurred or extra work is performed. No adjustments to the Contract Sum or Contract Time (as defined below) shall be made without a written change order.
4. The District requires that all subcontractors, material men, suppliers or laborers be paid and may require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, at the District’s discretion prior to remittal of any payment due. Contractor agrees simultaneously with and to the extent it receives payment in full from the District to defend and resolve all claims made by subcontractors, laborers and material suppliers, indemnifying the District and its agents for all

claims arising from or resulting from subcontractor or supplier or material men or laborer services in connection with the Contract Work.

IV. TIME OF COMMENCEMENT AND COMPLETION

1. After full execution of this Contract and receipt of all required certificates of insurance referenced herein, the Contract Work shall commence on or about [REDACTED], 2020. Subject to authorized adjustments, the Contract Work shall be completed and ready for final inspection by the District and/or its representatives no later than sixty (60) calendar days from commencement of Contract Work (“Contract Time”).
2. Contractor and District recognize that time is of the essence of this Contract and the District will suffer financial loss if the Contract Work is not completed within the Contract Time specified herein. Contractor agrees to diligently and continuously perform its work so that the operations of the District shall not be delayed by any act or omission of Contractor. Failure to fully complete the Contract Work within the time fixed in this Contract and any extensions thereof may result in substantial injury to the District, and the District and Contractor recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by the District if the Contract Work is not completed on time. Therefore, in the event the Contract Work is not completed within the Contract Time, Contractor shall pay the District (or the District may withhold from payment due) as liquidated damages the sum of One Hundred Dollars (\$100.00) for each day of such delay in addition to any other damages and/or remedies to which the District may be entitled. The above-referenced liquidated damages amount shall be applicable and payable to the District without proof of special damages. The District and Contractor agree that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Contractor agrees the amount of liquidated damages approximates the loss anticipated at the time of execution of this Contract.

V. CONTRACTOR’S REPRESENTATIONS

In order to induce the District to enter into this Contract, Contractor makes the following representations upon which the District has actually and justifiably relied:

1. That the Contractor has examined and carefully studied the project site and that the Contractor has the experience, expertise and resources to perform all the Contract Work within the Contract Time.
2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Contract Work.
3. That Contractor is familiar with and can and shall ensure that Contractor and its subcontractors comply with all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Contract Work.

VI. DUTIES AND RIGHTS OF CONTRACTOR

The Contractor's duties and rights are as follows:

1. **Responsibility for and Supervision of Contract Work:** The Contractor shall be solely responsible for all Contract Work, including all techniques, sequences, procedures, means and coordination. The Contractor shall supervise and direct the Contract Work to the best of its ability giving all attention necessary for such proper supervision and direction.
2. **Discipline, Employment:** The Contractor shall maintain at all times strict discipline among its employees and subcontractors, if any, and shall not employ or retain for work at the District any person unfit or without sufficient skills to perform the job for which such person is utilized.
3. **Furnishing of Labor, Materials/Liens and Claims:** The Contractor shall provide and pay for all labor, materials and equipment, including tools, transportation and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor acknowledges that, because the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, a construction lien may not be imposed against the real property of the District. Notwithstanding the foregoing, the Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims which arise by reason of the Contractor's performance under this Contract. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract immediately.
4. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use and similar taxes, and shall secure all licenses and permits (unless stated otherwise herein) necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract immediately.
5. **Responsibility for Negligence of Employees and Subcontractors:** The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor.
6. **Safety Precautions and Programs:** The Contractor shall provide for and oversee all safety orders, precautions and programs necessary for reasonable safety of the Contract Work. The

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract as well as members of the public that may come into contact with the job site. The Contractor shall comply with all OSHA standards. The Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.

7. Clean-Up: Contractor agrees to keep the site and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the Contract Work, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.
8. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities and work within twenty-four (24) hours.

VII. INDEMNIFICATION

1. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
2. In consideration for the Contract Work provided for hereunder and the Contract Sum paid, Contractor and Contractor's employees, agents, and subcontractors shall defend, hold harmless, and indemnify the District and the District's officers, directors, agents, and employees against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Contract or the Contract Work or services performed thereunder. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes*, or other applicable law, liability under this section shall in no event exceed the sum of One Million Dollars (\$1,000,000.00) and Contractor shall carry, at its own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Contractor agrees such limitation bears a reasonable commercial relationship to the Contract.

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
2. Workers' Compensation: The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per

disease. In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed herein. No contractor or sub-contractor operating under a workers’ compensation exemption shall access or work on the site. No contractor or sub-contractor shall access or work on the site unless such entity has workers’ compensation insurance.

3. Commercial General Liability: The Contractor will provide Commercial General Liability insurance including, but not limited to, bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract and covering at least the following hazards:
 - a. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractor’s operation, if any.
4. Automobile Liability: The Contractor will provide Automobile Liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Contract and providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
5. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after 30 calendar days prior written notice has been given to the District.
 - c. Be written to reflect that the aggregate limit will apply on a per-claim basis.
 - d. Name the District and the District’s officers, supervisors, agents, and employees as additional insureds, with the exception of workers’ compensation coverage
6. The District shall retain the right to review, at any time, coverage, form and amount of insurance.
7. The procuring of required policies of insurance shall not be construed to limit the Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.
8. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
9. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work and a minimum of ten (10) calendar days before the

expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.

10. Notices of accidents (occurrences) and notices of claims associated with the Contract Work shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
11. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to sub-contractors.
12. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance, in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

IX. CORRECTING WORK; WARRANTY

1. Contractor represents and warrants to the District that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.
2. Contractor guarantees against faulty workmanship with respect to all Contract Work and warrants the Contract Work and the materials for a term of eighteen (18) months from completion and acceptance by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Contract Work, nor final payment therefore, nor any provision of the Contract shall relieve Contractor of responsibility for defective or deficient materials or Contract Work. If any of the materials or Contract Work are found to be defective, deficient or not in accordance with the Contract, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and shall correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

X. EARLY TERMINATION

1. Termination by Contractor. The District agrees that the Contractor may terminate this Contract for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Contract.
2. Termination by District (For Cause). The Contractor agrees that the District may terminate this Contract immediately for cause by providing written notice of termination to the Contractor. Alternatively, the District may elect not to terminate the Contract, and in such event it may

make good the deficiency constituting the default, and deduct the costs from the payment then or to become due the Contractor.

3. Termination by District (Without Cause). The District may, in its sole and absolute discretion, whether or not reasonable, on seven (7) days' written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have.
4. Upon any termination, the District may take possession of the work site and all materials and finish the work in whatever way it deems expedient. In the event of termination for cause, if the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to the District within ten (10) calendar days after written notice.
5. Upon any termination of this Contract, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Contract Work rendered and accepted up until the effective termination of this Contract, subject to whatever claims or offsets the District may have against the Contractor.
6. The District further specifically reserves all rights available under the law or equity should there be a default by the Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

XI. WORK CHANGES

Each party reserves the right to request a change order modifying the Contract Work. However, all changes to the Contract Work, the Contract Sum and Contract Time shall only be authorized via a written change order executed by the parties. No additional or modified work involved or materials shall be started or secured until authorized.

XII. ATTORNEY'S FEES

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the substantially prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees, paralegal fees, expert witness fees, and court costs incurred in any alternative dispute resolution, pre-trial, trial, appellate and/or bankruptcy proceedings as well as fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

XIII. MISCELLANEOUS

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

2. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. Nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability of the District as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
4. In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Contract. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Contract.
5. The laws of the State of Florida shall govern all provisions of this Contract unless otherwise stated, including, but not limited to, the applicable Florida construction lien law. Venue for any dispute shall be Manatee County, Florida.
6. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
7. This Contract and its attachments and exhibits contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and Contractor who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
10. The execution of this Contract has been duly authorized by the appropriate body or official of each party, both the District and the Contractor have complied with all the requirements of law

and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

11. This Contract has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Contract and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
12. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.
13. Notices: Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by e-mail and by U.S. Mail to the other party at the address listed below:

To District: Palma Sola Trace Community Development District
 Attn: Bryan Radcliff, District Manager
 12750 Citrus Park Lane, Suite 115
 Tampa, FL 33625
 e-mail: bradcliff@rizzetta.com

With a copy to: Lauren Gentry, Esq.
 Hopping Green & Sams, P.A.
 119 South Monroe Street, Suite 300
 Tallahassee, FL 32301
 e-mail: LaurenG@hglaw.com

To Contractor: ANJ Excavation LLC
 1220 59th Ave E
 Bradenton, FL 34203
 e-mail: _____

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

14. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Bryan Radcliff (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS, BRYAN RADCLIFF, RIZZETTA & COMPANY, 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FL 33625, TEL. 813-933-5571, BRADCLIFF@RIZZETTA.COM.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Contract on the day and year first written above.

**Palma Sola Trace
Community Development District**

By: _____
Title: _____
Date: _____

ANJ Excavation LLC

By: _____
Title: _____
Date: _____

- Exhibit A:** Proposal/Bid Form
- Exhibit B:** Plans
- Exhibit C:** Technical Specifications