

# Arbor Greene Community Development District

**Board of Supervisors**

Steve Eckhardt, Chairman  
Michael S. Candella, Sr. Vice Chairman  
Scott Derby, Supervisor  
Michael V. Candella, Jr., Supervisor  
Thomson George, Supervisor

Mark Vega, District Manager  
Amanda Uliano, District Counsel  
Robert Dvorak, District Engineer  
Jason von Merveldt, Community Manager  
Annette Alfonso, Assistant Community Manager

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## Agenda

Tuesday, September 21, 2021 6:30 p.m.

1. **Call to Order**
  - A. Roll Call
2. **Public Comments (Limited to 3 Minutes)**
3. **Consent Agenda**
  - A. Approval of Minutes of July 20, (**Page 2**) and August 17, 2021 Meetings (**Page 5**)
  - B. Acceptance of August 2021 Financial Report
  - C. National Pollutant Discharge Elimination System “NPDES” Monthly Meeting Discussion
  - D. Holiday Lighting Display Agreement with Events Done Bright (**Page 8**)
4. **Reports**
  - A. District Engineer’s Report
  - B. District Manager’s Report
  - C. Community Manager’s Report
    - i. Discussion and Decision Opportunities
    - ii. General Updates
    - iii. Events and Revenue Update
5. **Old Business, New Business and Supervisor Requests**
6. **Adjournment**

**Note: The next Workshop is scheduled for Thursday, October 14, 2021 at 6:30 p.m.**

**The next Meeting is scheduled for Tuesday, October 19, 2021 at 6:30 p.m.**

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**District Office:**

**Inframark,**  
2654 Cypress Ridge Boulevard, Suite 101  
Wesley Chapel, Florida 33544  
813-991-1116

[www.arborgreene.com](http://www.arborgreene.com)

**Meeting Location:**

Arbor Greene Community Center  
Gathering Room  
18000 Arbor Greene Drive  
Tampa, Florida 33647  
813-991-9226

**MINUTES OF MEETING  
ARBOR GREENE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Arbor Greene Community Development District was held on Tuesday, July 20, 2021 at 6:30 p.m. in the Gathering Room, Arbor Greene Community Center, 18000 Arbor Greene Drive, Tampa, Florida.

Present and constituting a quorum were:

Steve Eckhardt	Chairman
Michael S. Candella, Jr.	Vice Chairman
Scott Derby	Supervisor
Michael V. Candella, Sr.	Supervisor

Also present were:

Mark Vega	District Manager
Robert Dvorak	District Engineer
Jason von Merveldt	Community Manager
Annette Alfonso	Assistant Community Manager
Resident(s)	

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS**

**Call to Order**

**A. Roll Call**

- Mr. Vega called the meeting to order and a quorum was established.

**SECOND ORDER OF BUSINESS**

**Public Comments (Limited to 3 Minutes)**

- Audience comments were received in regards to Zumba.

**THIRD ORDER OF BUSINESS**

**Consent Agenda**

- A. Approval of Minutes of June 15, 2021 Meeting**
- B. Acceptance of Financial Report**
- C. National Pollutant Discharge Elimination System “NPDES” Monthly Meeting Discussion**
- D. Resolution 2021-04, Removing Alan Baldwin as Treasurer**

On MOTION by Mr. Eckhardt, seconded by Mr. Candella, Sr., with all in favor, the Consent Agenda was approved. 4-0

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

#### **Reports**

##### **A. District Engineer's Report**

- Mr. Dvorak discussed pickle ball court design and discussion of new ADA crosswalk construction. The consensus of the Board is to have the engineer look into this report.

##### **B. District Manager's Report**

- Mr. Vega reminded the Board that the Budget Public Hearing is August 17, 2021, and confirmed there will be a quorum.

##### **C. Community Manager's Report**

###### **i. Discussion and Decision Opportunities** **a. Additional Sidewalk Locations**

On MOTION by Mr. Eckhardt, seconded by Mr. Candella, Sr., with all in favor the bid from ALTO not to exceed \$78,000 was approved. 4-0

###### **b. Pickle Ball Courts**

- Previously discussed under Engineer's Report.

###### **c. Tennis Court Resurfacing**

- Mr. Merveldt advised Board he is currently waiting for more proposals since there is only one at this time.

###### **ii. General Updates**

- Zumba was discussed extensively and will be considered at the August meeting.

###### **iii. Events and Revenue Update**

- Events and revenue updates were discussed at the workshop.

#### **FIFTH ORDER OF BUSINESS**

#### **Old Business, New Business and Supervisor Requests**

- None.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Eckhardt, seconded by Mr. Candella, Sr, with all in favor, the meeting was adjourned at 8:27pm. 4-0
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Mark Vega  
Secretary

**MINUTES OF MEETING  
ARBOR GREENE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Arbor Greene Community Development District was held on Tuesday, August 17, 2021 at 6:30 p.m. in the Gathering Room, Arbor Greene Community Center, 18000 Arbor Greene Drive, Tampa, Florida.

Present and constituting a quorum were:

Steve Eckhardt	Chairman
Michael S. Candella, Jr.	Vice Chairman
Michael V. Candella, Sr.	Supervisor
Thomson George	Supervisor
Scott Derby	Supervisor

Also present were:

Mark Vega	District Manager
Jason von Merveldt	Community Manager
Annette Alfonso	Assistant Community Manager

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS**

**Call to Order**

**A. Roll Call**

- Mr. Vega called the meeting to order and a quorum was established.

**SECOND ORDER OF BUSINESS**

**Public Comments (Limited to 3 Minutes)**

Mr. Derby and Mr. Candella Jr. joined the meeting.

**THIRD ORDER OF BUSINESS**

**Public Hearing to Consider the Adoption  
of the Budget for Fiscal Year 2022**

On MOTION by Mr. Eckhardt, seconded by Mr. Candella, Sr., with all in favor the Public Hearing to Adopt the Fiscal Year 2022 budget was opened at 6:35 pm. 5-0

There being no comments or questions,

On MOTION by Mr. Eckhardt, seconded by Mr. Derby, with all in favor the Public Hearing to Adopt the Fiscal year 2022 budget was closed at 6:36 pm. 5-0

**A. Resolution 2021-05 Annual Appropriations Fiscal Year 2022**

On MOTION by Mr. Eckhardt, seconded by Mr. Derby, with all in favor Resolution 2021-05 adopting the Fiscal Year 2022 Budget, was adopted. 5-0

**B. Resolution 2021-06 Levy of Non-Ad Valorem Assessments**

On MOTION by Mr. Eckhardt, seconded by Mr. Derby, with all in favor Resolution 2021-06, Levying Non-Ad Valorem Assessments was adopted. 5-0

**FOURTH ORDER OF BUSINESS**

**Consent Agenda**

- A. Acceptance of Financial Report**
- B. National Pollutant Discharge Elimination System “NPDES” Monthly Meeting Discussion**
- C. Acceptance of the Fiscal Year 2022 Meeting Schedule**

On MOTION by Mr. Eckhardt, seconded by Mr. Candella, Sr., with all in favor the Consent Agenda was approved. 5-0

**FIFTH ORDER OF BUSINESS**

**Reports**

- A. District Engineer’s Report**
  - No Report.
- B. District Manager’s Report**
  - No Report.
- C. Community Manager’s Report**
  - i. Discussion and Decision Opportunities**
    - a. Concessionaire Agreements for Zumba and Yoga**

On MOTION by Mr. Candella, Sr., seconded by Mr. Eckhardt,  
with all in favor the Concessionaire Agreement for Zumba was  
approved. 5-0

On MOTION by Mr. Eckhardt, seconded by Mr. Candella, Sr.,  
with all in favor the Concessionaire Agreement for Yoga was  
approved. 5-0

**b. Tennis Court Resurfacing**

On MOTION by Mr. Candella, Sr., seconded by Mr. Eckhardt,  
with all in favor the resurfacing the tennis court not to exceed  
\$59,870 was approved. 5-0

**ii. General Updates**

No Report.

**iii. Events and Revenue Update**

No Report.

**SIXTH ORDER OF BUSINESS**

**Old Business, New Business and Supervisor  
Requests**

- Mr. Candella, Sr. requested that a sink be installed in the maintenance shed.
- Mr. Derby had questions regarding sod.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Eckhardt, seconded by Mr. Candella, Sr, with  
all in favor, the meeting was adjourned at 7:07 pm. 5-0

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Mark Vega  
Secretary

## CONTRACT FOR HOLIDAY DECOR AT ARBOR GREENE

**This Contract for Holiday Decor at Arbor Greene** (the "Contract") is made and entered into as of the Effective Date, by and between the **Arbor Greene Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is Attn: Mark Vega, Inframark Infrastructure Management Services, 2654 Cypress Ridge Blvd., Suite 101, Wesley Chapel, Florida 33544 (hereafter, the "Owner"); and Weddings Done Bright, LLC, a Florida limited liability company d/b/a **Events Done Bright**, whose address is 3396 Foxmeadow Ct., Lake Mary, Florida 32779 (hereinafter, the "Contractor").

The Owner and the Contractor agree as follows:

### ARTICLE 1 – THE CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- (a) This Contract signed by the Owner and the Contractor;
- (b) Arbor Greene Lighting Proposal attached hereto as **Schedule 1(b)**. In the event of a conflict between the terms of this Contract and the terms of the Proposal, the terms of this Contract shall control in all respects.
- (c) Other documents, if any, identified in this Contract, all of which are incorporated herein as fully a part of this Contract as if attached hereto or repeated herein. This Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

### ARTICLE 2 – THE WORK AND TERM OF THIS CONTRACT

2.1 The term "Work" means all services, labor, materials, equipment, supervision, inspection, tools, barricades, cleanup, removal and disposal of debris, submittals, licenses, fees, construction permits and licenses, required by the Contract Documents, or to be provided, by the Contractor to fulfill the Contractor's obligations to complete the installation of holiday decor within the Arbor Greene Community Development District in Tampa, Florida (the "Project"), except as specifically indicated in the Contract Documents to be the responsibility of others.

2.2 The term of this Contract (the "Term") will begin upon execution of this Agreement (the "Date of Commencement") and will remain in full force and effect for one (1) year from the Date of Commencement, subject to earlier termination as provided herein. The Term of this Contract may be extended by mutual written agreement of the parties.

### ARTICLE 3 – COMPLETION OF WORK

3.1 The Contractor shall furnish all labor, material, supervision, equipment, supplies, tools, services and all other necessary incidental items in order to provide a fully operational installation as set forth in Schedule 1(b) no later than the Tuesday before Thanksgiving each year, subject to adjustment as provided in Article 10. Contractor shall make any repairs or replacements to the Work within twenty-four (24) hours of reporting by Owner.

3.2 Installation of the décor may begin as early as November 1<sup>st</sup> of each year. The Contractor shall begin removal of the décor installation between January 2<sup>nd</sup> and January 10<sup>th</sup> of each year, with removal completed by January 10<sup>th</sup>.



3.3 “Unavoidable Delays” means delays due to any of the following and only the following (provided that such delay is beyond Contractor’s reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental moratoriums, unusually severe or abnormal weather conditions, failure of utilities, or a court order which causes a delay (unless resulting from a wrongful act). In no event shall the application to Contractor of any applicable law, regulation, rule or other governmental requirement constitute an Unavoidable Delay. Contractor shall use reasonable good faith efforts to notify Owner not later than five (5) days after Contractor knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for a period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

#### **ARTICLE 4 – CONTRACT SUM**

4.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is THIRTY-THREE THOUSAND, SEVEN-HUNDRED FIFTY, and 00/100 DOLLARS (\$33,750.00).

4.2 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

#### **ARTICLE 5 – PAYMENT**

5.1 A deposit of \$16,875.00 shall be paid to the Contractor no later than October 20<sup>th</sup> of each year. The remainder of the Contract Sum shall be payable to the Contractor upon complete take down and removal of the Work, inspection by a District Representative, and approval by the Board of Supervisors.

5.2 **PENALTY:** Should the Work not be fully installed and operational by the Tuesday before Thanksgiving each year, a twenty-five percent (25%) penalty equaling \$8,437.50 shall be deducted from the Contract Sum, and neither payable nor paid to the Contractor. Further, should Contractor not make repairs or replacements within the twenty-four hour time frame set forth in Section 3.1 above, a five percent penalty equaling \$1,687.50 shall be deducted from the Contract Sum.

#### **ARTICLE 6 – INSURANCE**

6.1 During the entire term of this Contract and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances set forth on **Schedule 6.1** attached hereto and made a part hereof. Such insurance shall be kept in full force and effect until acceptance of the Work by Owner except as otherwise noted. Before proceeding with any of the Work, Contractor shall furnish to Owner and any governmental agency designated by Owner, an original certificate of insurance in acceptable form, executed in triplicate by insurance companies approved by Owner to evidence the insurances required of Contractor as set forth below. Certificates which deviate from this form or which, in Owner’s determination, are incomplete, will be returned for resubmission by Contractor.

6.2 The Owner, its Board of Supervisors, officers and agents shall be named as additional insureds on all insurance policies required with the exception of worker's compensation and employers’ liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and Owner with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to Owner from such insurance companies, mailed to Owner, via certified mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such

cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

6.3 If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Article, except for excess Umbrella Liability, which shall be no less than \$1,000,000 or such other amount as agreed to by Owner and Contractor. Contractor shall furnish Owner evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Article shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of this Contract. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against Owner.

6.4 All insurance required in this Article shall be provided by financially responsible insurance carriers authorized or eligible to do business in the State of Florida and rated by A.M. Best Rating Service as A-, IX or better.

6.5 Owner and Contractor acknowledge that the insurance requirements set forth in the Contract Documents may be required to be varied by Owner's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the Owner, provided Owner bears any additional cost occasioned thereby.

## **ARTICLE 7 – INTENTIONALLY OMITTED**

## **ARTICLE 8 – OWNER’S RIGHTS AND OBLIGATIONS**

8.1 The Owner shall, from time to time, designate in writing a representative authorized (the “Owner's Project Manager”) to whom all matters requiring the Owner's approval or authorization shall be submitted. This representative shall convey such matters to Owner's officers and/or governing bodies, as appropriate. Initially, the Owner’s Project Manager and his contact information are:

Mark Vega  
Inframark Infrastructure Management Services  
2654 Cypress Ridge Blvd, Suite 101  
Wesley Chapel, FL 33544  
Tel # (813) 991-1116  
Email: Mark.Vega@Inframark.com

8.2 If the Contractor fails to correct Work which is not in accordance with the Contract Documents or is in default of its material obligations under the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

8.3 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, in addition to any other penalties or reductions provided in this Agreement, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner immediately upon Owner's written demand.

8.4 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

## **ARTICLE 9 – CONTRACTOR’S RIGHTS AND OBLIGATIONS**

9.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the Project site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

9.2 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's approval a schedule for the Work (the “Schedule”).

9.3 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

9.4 The Contractor shall perform the Work in a good and workmanlike manner, in accordance with all legal requirements of applicable governmental authorities, industry standards, the Contract Documents and the approved Schedule. This shall include compliance with all project planning, design, sustainability, operations and procedures standards of the Owner that are integrated into or referenced by the Contract Documents. The Contractor will not deviate from these standards unless agreed upon in writing.

9.5 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Except for Liens resulting from Owner's failure to pay any amounts actually due to Contractor under the Contract Documents, Contractor agrees to keep the Project free and clear from all liens for labor, services, or materials and other liens. The Contractor shall discharge any such lien immediately but in no event more than thirty (30) days after filing of such a lien. In the event such lien is not released or discharged within such thirty (30) days period, Owner shall have the right to pay all sums necessary to discharge such liens and Owner shall have the right to deduct such amounts from any amounts due hereunder or demand immediate payment from the Contractor. In the event of any such deduction, the Contract Sum due under the Contract Documents shall automatically be reduced by the amount of such payment without the need for any Change Order.

9.6 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

9.7 The Contractor represents and warrants to the Owner that: (i) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (ii) the Work will be free from defects not inherent in the quality required or permitted; and (iii) the Work will conform to the requirements of the Contract Documents. The warranty provided in this Section 9.7 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents and notwithstanding anything to the contrary contained in the Contract Documents, shall commence on final completion. Contractor shall promptly repair and replace, at Contractor's sole cost and expense, any materials, equipment or Work covered by this warranty which is in violation of this warranty. All warranty work shall be coordinated with Owner in order to limit the disruption of operation of the completed Project. All such warranty work shall be completed in compliance with the terms and conditions of the Contract Documents.

9.8 The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

9.9 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. If Contractor's bid includes fees that Owner has paid or is required to pay directly, Contractor shall, at the Owner's option, either pay these fees as a part of their bid or deduct fees from Contract Sum as a deductive Change Order.

9.10 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs including any costs or penalties paid by Owner as a result thereof.

9.11 The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work to the reasonable satisfaction of Owner. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

9.12 The Contractor agrees that no Work shall be performed between 8:00 p.m. and 7:00 a.m. on any day without prior approval of Owner.

9.13 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's respective consultants and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and other costs of litigation, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.13. Contractor shall provide Owner with written notification as to any circumstances to which this Section 9.13 may give rise to an Owner indemnification promptly after Contractor becomes aware of such circumstances. The provisions of this Section 9.13 shall survive the completion of the Work or earlier termination of the Contract.

9.14 The Contractor represents to the Owner that the Contractor is (i) authorized to do business in and is duly licensed in the State of Florida to perform the Work and, if applicable, in the jurisdiction in which the Project is located, and (ii) financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations under the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, subject to the limitations stated in this Article 10 and elsewhere in the Contract Documents. A "Change Order" is a written instrument signed by the Owner and Contractor. The execution of a Change Order by the Owner and Contractor shall constitute

conclusive evidence of the parties' agreement to the changes in the Project and the Work, the adjustment in the Contract Sum (if any), and/or the adjustment in the time(s) for commencement and/or completion of the Work (if any).

## **ARTICLE 11 - PAYMENTS AND COMPLETION**

11.1 The Contract Sum stated in the Contract, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents and Contractor guarantees completion of the Work for such amount.

11.2 Upon completion of take down of the Work, the Contractor shall submit to the Owner an application for payment ("Application for Payment"). Such Application for Payment shall be accompanied by a final and full waiver of lien properly executed by Contractor. In addition, Contractor shall deliver with the Application for Payment (i) full waivers of lien properly executed by all subcontractors, sub-subcontractors and material suppliers furnishing a Notice to Owner pursuant to Florida's Construction Lien Statute, and (ii) a duly executed and acknowledged affidavit of Contractor showing subcontractors, laborers and material suppliers who are unpaid as of the date of the Application for Payment and the amount due and unpaid to such parties. Within thirty (30) calendar days after receipt of Contractor's Application for Payment and upon inspection and approval of the Work by Owner and/or its agent, the Owner shall pay to the Contractor an amount equal to the remaining unpaid balance of the Contract Sum, less any penalties as set forth in Section 5.2 above.

11.3 The title to all materials covered by the Application for Payment will remain with the Contractor. The Contractor further warrants that upon submittal of the Application for Payment all Work, to the best of the Contractor's knowledge, information and belief, will be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

11.4 In addition to any right of setoff permitted by law, all amounts due to Contractor hereunder shall be considered net of any indebtedness owed by Contractor to the Owner, and the Owner may deduct any such indebtedness from any amounts due to Contractor hereunder. Further, the Owner may withhold from any payment otherwise due to Contractor any amount necessary, in the Owner's reasonable opinion, to reimburse the Owner for any claims, damages, liabilities and costs incurred by or asserted against the Owner due to Contractor's failure to fully comply with this Contract or any of the Contract Documents, including without limitation: (i) defective Work not remedied; (ii) third-party claims filed or reasonably likely to be filed; (iii) failure of Contractor to make timely payments to subcontractors, material suppliers and/or laborers; or (iv) Contractor's inability, based on reasonable evidence, to complete the Work for the unpaid balance of the Contract Sum or by the Completion Date.

11.5 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 12 – INTENTIONALLY OMITTED**

## **ARTICLE 13 - PROTECTION OF PERSONS AND PROPERTY; HAZARDOUS MATERIALS**

13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take necessary precautions to prevent damage, injury or loss to employees on the Project site, the Work and materials and equipment to be incorporated therein, and other property

at the Project site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable. Any sod that is damaged, missing or removed shall be replaced as needed.

13.2 The Contractor is responsible for compliance with any requirements included in the Contract Documents and all applicable laws, rules and regulations regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. The Contractor shall also install only those materials that are asbestos free. A certification statement shall incorporate into the submittal process and shall accompany each submittal. The certification statement must be signed by the Contractor to ensure that the review process has been accomplished. Any materials brought to the Project site that have not been certified must be removed until certified. Contractor shall provide Owner with notice of all hazardous substances as regulated applicable law which Contractor brings on to the site.

#### **ARTICLE 14 - CORRECTION OF WORK**

14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear all costs of correcting such rejected Work.

14.2 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it, and make demand for reimbursement to the Contractor. The Contractor shall make payment to Owner for such sum within fifteen (15) days after receipt of such demand.

#### **ARTICLE 15 - TERMINATION OF THE CONTRACT**

15.1 The Owner may terminate the Contract if the Contractor (a) repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors; or (c) persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or (d) is otherwise guilty of substantial breach of a provision of the Contract Documents or; (e) (i) if Contractor makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Contractor and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Contractor's assets or of Contractor's interest in this Agreement and possession is not restored to Contractor within thirty (30) days; or (iv) if substantially all of Contractor's assets or of Contractor's interest in this Agreement is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days.

When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor (15) days' written notice, terminate employment of the Contractor and may take possession of the Project site and of all materials thereon owned by the Contractor, and finish the Work by whatever reasonable method the Owner may deem expedient.

15.2 When the Owner terminates the Contract for one of the reasons stated in Section 15.1 above, the Contractor shall not be entitled to receive further payment until the Work is finished.

15.3 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

## **ARTICLE 16 - OTHER TERMS AND CONDITIONS**

16.1 Neither party to the Contract shall assign the Contract as a whole without written consent of the other. The parties agree that the contractual relationship of Contractor to Owner is one solely of an independent contractor in all respects and that the Contract Documents do not in any way create a partnership, joint venture or any other relationship between Owner and Contractor other than the contractual relationship as specified in this Agreement.

16.2 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

16.3 The Contract shall be governed by the laws of the State of Florida and venue for all purposes shall be in Hillsborough County, Florida.

16.4 All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) upon hand delivery, (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, FedEx), (iv) upon delivery of a facsimile transmission which is confirmed on the sender's facsimile machine as having been sent to the recipient at the proper facsimile number (provided a copy of such notice is also deposited with an overnight courier service for next business day delivery) or (v) by delivery of an e-mail (with .PDF, .TIF or similar attachment) (provided a copy of such notice is also deposited with an overnight courier service for next business day delivery), addressed to the party to whom notice is intended to be given at the address set forth below:

TO THE OWNER:	Arbor Greene Community Development District Attn: Mark Vega Inframark Infrastructure Management Services 2654 Cypress Ridge Blvd., Suite 101 Wesley Chapel, Florida 33544 Facsimile No. (813) 991-1117 Email Address: <a href="mailto:Mark.Vega@inframark.com">Mark.Vega@inframark.com</a>
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TO THE CONTRACTOR:	Events Done Bright Attn: Brad Sloan 3396 Foxmeadow Ct. Lake Mary, FL 32779 Tel. No. (407) 704-0234 Email Address: <a href="mailto:eventsdonebright@gmail.com">eventsdonebright@gmail.com</a>
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Any party hereto may, at any time by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent. Notwithstanding the

foregoing, it is expressly understood and agreed by the Owner and Contractor that neither party may designate an address in substitution of the foregoing addresses which is outside the continental United States.

16.5 No action or failure to act by the Owner or Contractor shall constitute a waiver of any right or duty afforded under the Contract Documents, nor shall any such action or failure to act constitute any approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or equity.

16.6 If any one or more of the provisions (or any part thereof) contained in this Contract are for any reason held to be illegal, invalid or otherwise unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision (or part thereof) of this Contract.

16.7 This Contract may be executed in counterparts, all such executed counterparts shall constitute the same contract, and the signature of either party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Further, in order to expedite the transaction contemplated herein, signatures delivered by facsimile or email transmission ("Electronic Transmission") may be used in place of original signatures on this Contract. The parties intend to be bound by the signatures delivered by Electronic Transmission, are aware that the other party will rely on the signatures provided by Electronic Transmission, and hereby waive any defenses to the enforcement of the terms of this Contract based on the form of signature.

16.8 Unless expressly stated otherwise herein, the duties and obligations imposed upon the parties under this Contract, and the rights and remedies available hereunder shall be in addition to and not a limitation of, any duties imposed or available at law or in equity.

16.9 In the event suit or action is instituted to interpret or enforce the terms of this Contract, or in connection with any arbitration or mediation of any dispute, the prevailing party shall be entitled to recover from the other party such sum as the court, arbitrator or mediator may adjudge reasonable as such party's costs and attorneys' fees, including such costs and fees as are incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review. Each party shall also have the right to recover its reasonable costs and attorneys' fees incurred in collecting any sum or debt owed to it by the other party, with or without litigation, if such sum or debt is not paid within fifteen (15) days following written demand therefore.

16.10 The "Effective Date" for this Contract shall be the date that it is last executed by Owner and Contractor. Owner and Contractor covenant and agree that they will each furnish the other, via hand delivery or Electronic Transmission, a copy of their respective execution of this Contract on the same date that it is signed.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, this Contract is hereby executed as of the Effective Date.

**OWNER:**

**Witnesses:**

**Arbor Greene Community Development District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chair of the Board of Supervisors

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Execution Date: \_\_\_\_\_

**CONTRACTOR:**

**Witnesses:**

**Events Done Bright**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Execution Date: \_\_\_\_\_

**Schedules to Contract:**

Schedule 1(b) – Arbor Greene Lighting Proposal  
Schedule 6.1 –Contractor’s Insurance Requirements

## SCHEDULE 6.1

## Contractor's Insurance Requirements

<u>COVERAGE</u>		<u>LIMITS</u>
a.	Worker's Compensation	Statutory Limits
b.	Employers Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
c.	Commercial General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Liquor liability exclusion deleted. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$3,000,000 single limit bodily injury and property damage per occurrence and \$4,000,000 aggregate coverage. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.
d.	Automobile Liability	\$1,000,000 per occurrence.
e.	Umbrella Liability	\$1,000,000 per occurrence and project specific aggregate.
f.	Fire and extended coverage including theft on equipment, tools and materials owned or rented by Contractor.	Amount sufficient to protect against loss.

SCHEDULE 1(b)

Proposal

See attached proposal of Events Done Bright

## Events Done Bright

3396 Foxmeadow Ct.  
Lake Mary FL, 32779

Proposal for Arbor Greene  
18000 Arbor Greene Dr.  
Tampa, FL 33647

### Install Clear LED C-9 Lights

- Sides and top of Arbor Greene sign
- In front of bushes/foilage in front of sign on ground
- Roof line of gatehouse (would include cupola and splines on top of the roof)
- Roof line and Cupolas for 1 gazebo (corner of Arbor Greene Dr. and Arbor Creek Dr.)
- Roof line, Cupolas and dormers of the entire front of the clubhouse

**Total Cost for C-9 Lighting**

**\$5,000**

### Install LED Mini Lights

- Wrap 6 Medjool Palms (3 on each side of monument sign) White
- Wrap top 2 feet with Red Led lights
- Wrap 7 Washington Palms all the way to the top where the brush begins (30 Feet)  
Location is the center island front entrance (Last 2 feet will have red lights)
- Wrap every other Oak Tree on entrance and exit side of the community entrance (14 trees)
- Install 5 snowflakes on each of the 14 trees on the entrance and exit sides of the community entrance
- Wrap 6 Ligustrum trunks by monument sign
- Wrap 6 Washington Palms at clubhouse to the top (30 feet) (Last 2 feet will have red lights)
- Wrap 3 Trees on the Back Lawn of the Community Center near the tennis courts

**Total Cost for tree lighting**

**\$19,750**

### Additional Install Services

- Install 5 led snowflakes in ligustrums next to monument sign

- Install 2 60/48 Inch decorative wreaths on monument wall
- Install 60 Inch decorative wreath on Gatehouse
- Install 60 Inch decorative wreath at Clubhouse
- Install lit garland on 2 Entrance Columns and Entryway on the Left-Side of the Clubhouse
- Install lit garland on 2 Entrance Columns and Entryway on the Left-Side of the Clubhouse
- Install lit garland on the Community Entrance "Arbor Greene" Monument
- Install lit garland on the Gatehouse Roofline
- Install of lighting in additional areas as needed (New landscaping etc)
- Electric to be ran to every other tree on the entrance/exit (14 outlets), and timers control the entire display.

<u>Total Cost for Additional Items</u>	\$9000
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<b>Total Cost</b>	<b>\$33,750</b>
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Deposit due by (Oct 10)	\$16,875
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Remainder due after completion of take down	\$16,875
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#### Events Done Bright Contract

1. All material and supplies will be provided by Events Done Bright.
2. Sprinkler systems must be adjusted to come on after 1:00 AM
3. Display will be fully functional by the Tuesday before Thanksgiving
4. Installation will begin after Nov 1<sup>st</sup>
5. Removal of install will begin between Jan 2-10
6. If work is not fully installed and operational by the Tuesday before Thanksgiving, a 25% penalty is enforced and deducted from the final payment (\$8,437.50)
7. Events done bright inspects the install once a week to make improvements throughout the holidays. It is recommended to call anytime something major has happened as we will fix the issue within 24 hours. (Should Events Done Bright not service the job in a timely manner, a 5% penalty will be assessed on final payment \$1687.50)