Harbor Bay
Community Development District

Board of Supervisors’ Meeting
October 18, 2018

District Office:
9428 Camden Field Parkway
Riverview, Florida 33578
813-533-2950

www.harborbaycdd.org
All cellular phones and pagers must be turned off 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 (813) 533-2950. 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.
Board of Supervisors  
Harbor Bay Community  
Development District

AGENDA

Dear Board Members:

The regular meeting and public hearing of the Board of Supervisors of the Harbor Bay Community Development District will be held on Thursday, October 18, 2018 at 6:00 PM at the MiraBay Clubhouse located at 107 Manns Harbor Drive, Apollo Beach, Florida 33572. The following is the agenda for this meeting:

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. AUDIENCE COMMENTS ON AGENDA ITEMS
4. PRESENTATION OF AUDIENCE COMMENT FOLLOW-UP SHEET ........ Tab 1
5. CHAIRMAN’S PERSPECTIVE ON AGENDA ITEMS ......................... Tab 2
6. BUSINESS ITEMS
   A. Seawall
      i. Ratification of Hecker seawall repair contract ......................... Tab 3
      ii. Ratification of Hecker Construction proposal for Emergency seawall repairs (void fills) ......................... Tab 4
      iii. Master Project Status
      iv. Weep Hole inspection and maintenance
      v. Pavers Installed within district easement ......................... Tab 5
      vi. Soil Testing by H2R
   B. Upland Claims ........................................................................ Tab 6
   C. Field Inspection Report ....................................................... Tab 7
   D. Major Project Update
      i. Cardno managed ............................................................. Tab 8
         a. Crack repair
         b. Resurfacing timeline with key milestones........ Tab 9
         c. Furniture
         d. Landscaping ............................................................. Tab 10
         e. Fencing
         f. Ratification of Pro-Crete Proposal ......................... Tab 11
         g. Audio Equipment ..................................................... Tab 12
      b. Boat lift maintenance
      c. Asphalt repairs
      ii. Rizzetta managed .......................................................... Tab 13
         a. Playground shades
         b. Tiki Huts
         c. Power Washing
         d. Fountain repair

October 11, 2018
g. Painting of buildings and monuments .............................. Tab 14
h. Dockers doors and windows ..................................... Tab 15
i. Boat dock roof repair .............................................. Tab 16
E. Discussion Regarding Vessel Registration Fines
F. Save Manatee Agreement ......................................... Tab 17
G. Amenity and fee comparison across communities .......... Tab 18
H. Newland Update
I. Community Security (Open session)
   i. Consideration of Proposal for Signage .................. Tab 19

7. CONSENT AGENDA ITEMS/BUSINESS ADMINISTRATION
   A. Consideration of Minutes of the Board of Supervisors’
      Regular Meeting Held on August 16, 2018 ............... Tab 20
   B. Consideration of Minutes of the Board of Supervisors’
      Continued Meeting Held on August 30, 2018 .......... Tab 21
   C. Consideration of Operation & Maintenance Expenditures
      for August 2018 & September 2018 ...................... Tab 22
   D. Consideration of Operations & Maintenance Expenditures
      for August 2018 & September 2018– Reserve Fund .... Tab 23
   E. Consideration of Operations & Maintenance Expenditures
      for August 2018 & September 2018– MiraBay Amenity Center Tab 24
   F. Consideration of Operations & Maintenance Expenditures
      for August 2018 & September 2018– Evergreen Fund .......... Tab 25
   G. Ratification of Insurance Renewal Proposal .............. Tab 26
   H. Ratification of Lee T. Kim work authorization for
      emergency repairs .............................................. Tab 27
   I. Consideration of Proposal for Drainage maintenance .... Tab 28
   J. Consideration of Proposal Preparation of a
      Public Facilities Report .................................... Tab 29
   K. Acceptance of Modification of Professional District
      Services Agreement .......................................... Tab 30
   L. Consideration of Master Project Requisitions #MP 98-109.. Tab 31
   M. Consideration of Supplemental Project Requisition (if any)
   N. Presentation of Monthly Staff Report: MiraBay Club Manager Tab 32
   O. Presentation of Monthly Staff Report: Club Director .......... Tab 33
   P. Dock and Boat Lift Approvals (if any) ..................... Tab 34

8. STAFF REPORTS
   A. District Counsel
   B. District Engineer
   C. District Manager

9. SUPERVISOR REQUESTS
10. AUDIENCE COMMENTS
11. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any
questions please do not hesitate to contact me at (813)533-2950.

Sincerely,
Joseph Roethke
Joseph Roethke
District Manager
<p>| Tab 1 |</p>
<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>COMMENT(S)</th>
<th>ACTION/RESPONSE</th>
<th>FOLLOW-UP REQUIRED</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/19/17</td>
<td>Several comments regarding financial issues and potential special assessment</td>
<td>BOS approved $2 million special assessment</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>Establish a reserve or “sink hole” fund to repair/replace capital assets</td>
<td>Reserve study completed in 2014 and being updated in 2017. A reserve fund has already been established</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>A local seawall firm is interested in RFP but hasn’t been contacted</td>
<td>Cardno to contact</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>10/19/17</td>
<td>Rip Rap can encourage algae bloom or red tide</td>
<td>In evaluating bids versus the “Evaluation Criteria” included in the RFP, the Board will consider this and other relevant issues.</td>
<td>NO</td>
<td>10/19/17</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Concerns regarding palm tree diseases</td>
<td>LTK has been treating palms for diseases on a regular basis</td>
<td>NO</td>
<td>11/17/17</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Seawall weep hole maintenance</td>
<td>Engineer provided maintenance plan and will train on site staff</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>11/16/17</td>
<td>Request for Boat Show</td>
<td>IF WTS decides to sponsor such an activity, they will work with District Counsel and others to implement</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>11/16/17</td>
<td>Issues with pond maintenance</td>
<td>Cardno reviewing</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>11/14/17</td>
<td>Request to look at additional vendors for community security</td>
<td>These are required per the Save the Manatee Agreement</td>
<td>NO</td>
<td>11/20/17</td>
</tr>
<tr>
<td>1/18/18</td>
<td>Informed District staff that prior geotechnical reports regarding the pool crack should be available</td>
<td>DM sent report to Engineer</td>
<td>NO</td>
<td>1/18/18</td>
</tr>
<tr>
<td>1/18/18</td>
<td>Question about additional mangrove plantings</td>
<td>Developer not planting new mangroves at this time</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Question about Bay Estates Preserve gates</td>
<td>Gates are open for construction traffic</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Request to have café open during CDD meetings</td>
<td>WTS is not staffed during these hours</td>
<td>NO</td>
<td>3/15/18</td>
</tr>
<tr>
<td>3/15/18</td>
<td>Question about maintenance on pilings in canal restrictions</td>
<td>CDD will be budgeting for maintenance</td>
<td>NO</td>
<td>4/10/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about boat use restrictions</td>
<td>Staff is responding to resident on limits</td>
<td>NO</td>
<td>4/10/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about enterprise bond reimbursing</td>
<td>Board will be reviewing during budget process</td>
<td>NO</td>
<td>4/10/18</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Question about mangrove trimming</td>
<td>District Engineer is reviewing</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>5/17/18</td>
<td>Issues with Seacrest irrigation and landscape pest control</td>
<td>Steve reviewing with landscaper</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>5/17/18</td>
<td>Question about home cases to be built on developer lots</td>
<td>MARC guidelines are in place</td>
<td>NO</td>
<td>5/17/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for better guard house upkeep</td>
<td>Staff will increase maintenance</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on use of consultants</td>
<td>Board will continue using consultants when needed</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on landscape issues</td>
<td>Board will prioritize landscaping renovations as funds are available</td>
<td>NO</td>
<td>6/23/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Comments on speed bumps/trader cameras</td>
<td>Board will be researching pros/cons</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>6/21/18</td>
<td>Request for additional pickleball courts</td>
<td>This will be considered if/when amenities are expanded</td>
<td>NO</td>
<td>6/21/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for additional CDD communication</td>
<td>This will be added to the next meeting agenda for further discussion</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>7/19/18</td>
<td>Request for replacement of playground shade structures</td>
<td>Proposals will be reviewed by the Board at the next meeting</td>
<td>NO</td>
<td>7/19/18</td>
</tr>
<tr>
<td>8/16/18</td>
<td>Questions regarding community security</td>
<td>The Board passed a motion to move forward with roving security</td>
<td>NO</td>
<td>8/16/18</td>
</tr>
</tbody>
</table>
Chairman’s Perspective on Agenda Decisions for 10-18-18

What follows is the Chairman’s perspective on what decisions need to be made at the meeting as well as any other relevant annotated notes.

1. Seawall
   a. Status of emergency repairs
   b. Next steps for master project

2. Seawall Upland Claims
   a. Approve settlement offers

3. Field inspection report
   a. Approve proposals as needed and appropriate

4. Major Project Update
   a. Pool
      i. T-date for completing crack repair
      ii. T-dates for completing sub-elements of pool resurfacing project
      iii. T-date for purchase of new furniture
      iv. Direct Staff on landscaping and fencing
   b. Determine the T-date for completing the inspection and maintenance of the community’s seawall
   c. T-date for completing installation of playground shades
   d. T-date for replacing roofs on Tiki Huts
   e. Status of punch list and review learnings from boat lift maintenance and asphalt repairs
   f. Status of painting, power washing and fountain repair

5. Vessel registration fines
   a. Ensure Board concurs with enforcement actions

6. Save Manatee Agreement
   a. Approve initiative to clarify intent of agreement

7. Amenity and fee comparison across communities
   a. What changes should be made to the amenity/fee comparison to help Supervisors determine whether proposed CDD fees are in line with “competing communities”.

8. Newland Update
   a. No decision anticipated

9. Community security
   a. What changes should be made to enhance community security
Tab 3
AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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NUCA

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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THIS AGREEMENT is by and between Harbor Bay Community Development District ("Owner") and Hecker Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: the emergency stabilization of 1,322 LF of certain canal retaining walls within the community of Mirabay ("Section I – Emergency" or the "Work") as more fully described in the engineering documents and specifications contained within the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Harbor Bay Community Development District Master Seawall Project.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Cardno Limited.

3.02 The Owner has retained Gregory Woodcock, P.E., Cardno Limited, 20203 Cortez Boulevard, Brooksville, Florida 34613, greg.woodcock@cardno.com, (352) 754-1240; and Christopher Gamache, P.E., Cardno Limited, 380 Park Place Boulevard, Suite 300, Clearwater, Florida 33759, christopher.gamache@cardno.com, (727) 431-1615 ("Engineer") to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times/ Dates

A. The Work will be substantially completed on or before ______ and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before ______.

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4.02 Contract Times: Days

A. The Work will be substantially completed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions, consistent with the schedule described in the Technical Specifications incorporated by specific reference in Section 9.01.A.10.e herein, within ___ days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ____ days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1-[event & date/days]
2. Milestone 2-[event & date/days]
3. Milestone 3-[event & date/days]

4.03 Reserved.

4.04 Special Damages

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump-sum price of: $816,018.70 (1,322 LF @ $617.26/LF).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions. Unit Pricing as shown in the preliminary unit pricing schedule included in the Pricing Sheet attached hereto, and in the updated unit pricing schedule required by same, shall only be used in connection with pricing for change orders. There will be no charge for mobilization unless re-mobilization becomes necessary. This price shall be adjusted, if necessary, based upon the actual number of linear feet installed by Contractor at the rate of $617.26/LF. If Owner elects to directly purchase the sheet pile, steel, or other material(s), Contractor agrees to deduct the cost of the directly-purchased materials, as well as their related shipping and insurance costs and sales and use taxes, from the $617.26/LF price.
B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item): 

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
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</table>

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) $

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage; Prepayment

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in subject to Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner (i.e., by the first of the month) and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to 50 percent completion of the Work, 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 Work, 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 Work, and until final completion and acceptance of the Work by Owner, the Owner may, in its sole discretion, 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 Substantial Completion of the Work, at which point four percent shall be returned to Contractor. Owner shall return the remaining one percent upon Final Completion and acceptance of the Work by Owner.

B. No later than five ten (5.10) business days after receipt from Contractor of the certified copy of the recorded payment and performance bond required by Section 255.05(1), Florida Statutes, execution of this Agreement, Owner shall make a one-time total pre-payment to Contractor in the amount of $82,000, which shall be credited to Owner in four equal installments of $20,500 against the Contractor’s first four (4) Applications for Payment submitted to Owner pursuant to Section 6.02, supra. Regardless of the number and timing of Applications for Payment, however, the full $82,000 pre-payment shall be paid back to Owner no later than the final completion and acceptance of the Work by Owner.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06.B of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.B.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of percent per annum. All payments due and made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement, as modified herein (pages 1 to 12, inclusive).
2. Performance bond (pages 1 to 4, inclusive (recorded version of same)).
3. Payment bond (pages 1 to 4, inclusive (recorded version of same)).
4. Other bonds,
   a. ——(pages to —— inclusive).
5. General Conditions, as modified therein (pages 1 to 69, inclusive).
   b. Contractor’s On-Site Security Plan (pages to , inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of —— sheets with each sheet bearing the following general title: —— [or] the Drawings listed on the attached sheet-index.
9. Addenda (numbers —— to —— inclusive).
10. Exhibits to this Agreement (enumerated as follows):
   c. Permits (pages ___ to ___ inclusive as identified and incorporated by reference; permit documents themselves are not attached but shall be provided separately).
   d. Pricing Sheet.
   e. Technical Specifications.
   f. Drawings

11. The following which may be delivered or issued on or after the Effective Date of the Contract are not attached hereto:
   a. Design Drawings
   b. Notice to Proceed.
   c. Work Change Directives.
   d. Change Orders.
   e. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. In the event of any conflict between (i) this Agreement, the General Conditions, and/or the Supplementary Conditions, and (ii) the Technical Specifications attached hereto, the Technical Specifications shall control.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms
   A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract
   A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereunto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents 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 Owner and Contractor, who agree that the Contract Documents 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.

10.05 Assignment of Warranties

A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall use its best efforts to secure the material supplier’s and/or subcontractor’s consent to assign said warranties to Owner.

10.06 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an Intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 Direct Purchase of Materials

A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials (“Direct Purchase Materials”) necessary for the completion of the Work directly from the suppliers to take advantage of Owner’s tax exempt status.
B. Within 21 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.

C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner’s consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. 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. 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 governmental entity; (3) payment of the vendor’s invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.

F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner’s agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties, bonds, and guarantees for all material and products as required under the Contract Documents. All contract terms, including but not limited to warranties, payment and performance bonds and other forms of indemnification, provided by Contractor as part of Contract shall continue to apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

H. Contractor shall maintain builder’s risk insurance (or equivalent) on the Direct Purchase Materials and shall name Owner as an additional insured under such insurance policy or alternatively, in the Owner’s sole discretion, Owner shall maintain such insurance.

10.08 Construction Defects

CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.09 Public Records

EICDC® E-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
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Contractor understands and agrees that all documents of any kind provided to Owner in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to, Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Contractor shall: 1) keep and maintain public records required by Owner to perform the service; 2) upon request by the Public Records Custodian, provide Owner with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of Owner; and 4) upon completion of the contract, transfer to Owner, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that the designated Public Records Custodian for Owner is Joe Roethke, who is Owner’s District Manager. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTOMIAN OF PUBLIC RECORDS AT (813) 933-5571, Icoethke@rizetta.com, 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

10.10 Restriction on Removal of Fill Dirt from Work Site
Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of Owner.

10.11 Public Entity Crimes
Pursuant to Section 287.133, Florida Statutes, Contractor acknowledges that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor represents that neither itself nor any Subcontractors retained hereunder meet any of the prohibited criteria set forth in Section 287.133, Florida Statutes. If Contractor or any of its Subcontractors is found to have falsely represented its status under Section 287.133, Florida Statutes, or later been placed on the convicted vendor list, Contractor shall immediately notify Owner, at which time Owner may immediately terminate this Agreement or may require Contractor, at Contractor’s expense, to terminate any contractual relationship with any such Subcontractors.

10.12 Scrutinized Companies
Pursuant to Section 287.135(2), Florida Statutes, Contractor represents that Contractor has not been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum
Energy Sector List (together, "Scrutinized Companies Lists"), and is not engaged in business operations in Cuba or Syria. If Contractor or any of its Subcontractors is found to have falsely represented its status under Section 287.135(f), Florida Statutes, or has been placed on any of the Scrutinized Companies Lists or has been engaged in business operations in Cuba or Syria, Contractor shall immediately notify Owner, at which time Owner may immediately terminate this Agreement or may require Contractor, at Contractor's expense, to terminate any contractual relationship with any such Subcontractors.

10.13 Reserved.

10.14 Good Faith Cooperation on Sheet Pile Purchases

Owner and Contractor shall cooperate in good faith to secure the lowest possible cost for the purchase of suitable sheet pile for the Project. Nothing in this paragraph, however, shall be construed as financially committing or otherwise legally obligating Owner to direct purchase sheet pile (if it chooses to do so) from any particular third-party vendor.

10.15 Electronic Transmissions

This Contract may be transmitted between the parties by facsimile machine or electronic mail. Owner and Contractor intend that faxed or emailed signatures constitute original signatures and that a faxed or emailed Contract containing the signatures (original or electronic) of Owner and Contractor is binding on Owner and Contractor.

10.16 Counterparts.

This Contract may be executed by the parties signing different counterparts of this Contract, which counterparts together shall constitute the agreement of the parties.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 10/10/18 (which is the Effective Date of the Contract).


By: Paul Curley
Title: Chairman of the Board

Attest: 
Title: Administrative Assistant

Address for giving notices:

CONTRACTOR: Hecker Construct. Co., Inc.

By: Brian Hecker
Title: President

Attest: 
Title: Vic Graciano - WA

Address for giving notices:

P.O. Box 989
Ruskin, FL 33575

License No.: CGC 1522930
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)
PERFORMANCE BOND

CONTRACTOR (name and address):
Hecker Construction Company, Inc.
P.O. Box 989
Ruskin, Florida 33575-0989

OWNER (name and address):
Harbor Bay Community Development District
Attn: Joe Roethke
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

CONSTRUCTION CONTRACT
Effective Date of the Agreement: ________
Amount: $816,018.70
Description (name and location): Master Seawall Project, Section I – Emergency (1,322 LF) within Harbor Bay CDD, Apollo Beach, Florida.

BOND
Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form: [ ] None [ ] See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Hecker Construction Company, Inc. (seal)
Contractor’s Name and Corporate Seal
By: ____________________________
Signature

SURETY
By: ____________________________
Signature (attach power of attorney)

Print Name
Title
Attest:
Signature
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor’s performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner’s notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety’s receipt of the Owner’s notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner’s right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety’s obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default, or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner, or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner requiring the Surety to perform its obligations under this Bond, and the Surety shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than
the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows: This Bond is hereby amended so that the notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated by reference herein.
CONTRACTOR (name and address):
Hecker Construction Company, Inc.
P.O. Box 989
Ruskin, Florida 33575-0989

OWNER (name and address):
Harbor Bay Community Development District
Attn: Joe Roethke
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

CONSTRUCTION CONTRACT
Effective Date of the Agreement: ________
Amount: $816,018.70
Description (name and location): Master Seawall Project, Section I – Emergency (1,322 LF) within Harbor Bay CDD, Apollo Beach, Florida.

BOND
Bond Number: ________
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): ________
Amount: ________
Modifications to this Bond Form: [ ] None [ ] See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Hecker Construction Company, Inc. (seal)
Contractor’s Name and Corporate Seal

By: ____________________________
Signature

Print Name
Title

Attest: __________________________
Signature
Title

SURETY

Surety’s Name and Corporate Seal

By: __________________________
Signature (attach power of attorney)

Print Name
Title

Attest: __________________________
Signature
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-615, Payment Bond
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Surety sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract; architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows: This Bond is hereby amended so that the notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated by reference herein.
This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

Endorsed by

CSI
NUCA
These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. **Addenda**—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. **Agreement**—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. **Bid**—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. **Bidder**—An individual or entity that submits a Bid to Owner.

6. **Bidding Documents**—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. **Bidding Requirements**—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. **Claim**—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer
has declined to address. A demand for money or services by a third party is not a
Claim.

11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated
biphenyls (PCBs), hazardous waste, and any substance, product, waste, chemical,
element, compound, solution, mixture, material, or other matter of any
nature whatsoever that is or becomes designated, classified, listed, regulated, or
addressed pursuant to (a) the Comprehensive Environmental Response, Compensation
and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials
Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and
Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act,
15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the
Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute,
law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating
to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or
dangerous waste, substance, chemical, element, compound, solution, mixture, or
material, or other matter.

12. Contract—The entire and integrated written contract between the Owner and
Contractor concerning the Work.

13. Contract Documents—Those items so designated in the Agreement, and which
together comprise the Contract.

14. Contract Price—The money that Owner has agreed to pay Contractor for completion
of the Work in accordance with the Contract Documents.

15. Contract Times—The number of days or the dates by which Contractor shall: (a)
achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the
Work.

16. Contractor—The individual or entity with which Owner has contracted for
performance of the Work.

17. Cost of the Work—See Paragraph 13.01 for definition.

18. Drawings—The part of the Contract that graphically shows the scope, extent, and
character of the Work to be performed by Contractor, prepared by the Engineer and
entitled “Emergency Seawall Repairs, Harbor Bay Community Development District,
Contract Plans,” Project No. 00023801.02, dated 10/18.

19. Effective Date of the Contract—The date, indicated in the Agreement, on which the
Contract becomes effective.

20. Engineer—The individual or entity named as such in the Agreement.

21. Field Order—A written order issued by Engineer which requires minor changes in the
Work but does not change the Contract Price or the Contract Times.

22. Hazardous Environmental Condition—The presence at the Site of Constituents of
Concern in such quantities or circumstances that may present a danger to persons or
property exposed thereto. The presence at the Site of materials that are necessary for
the execution of the Work, or that are to be incorporated in the Work, and that are
controlled and contained pursuant to industry practices, Laws and Regulations, and
the requirements of the Contract, does not establish a Hazardous Environmental
Condition.
23. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.

24. **Liens**—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. **Milestone**—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. **Notice of Award**—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. **Notice to Proceed**—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. **Owner**—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.

30. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. **Project Manual**—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.

33. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. **Schedule of Values**—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. **Site**—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. **Specifications**—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work, prepared by the Engineer and entitled "Technical Specifications," Project No. 00023801.02, dated 9/10/2018.

39. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. **Successful Bidder**—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.

43. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. **Technical Data**—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. **Unit Price Work**—Work to be paid for on the basis of unit prices.
47. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. **Work Change Directive**—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

### 1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. **Intent of Certain Terms or Adjectives:**

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. **Day:**

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. **Defective:**

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

   a. does not conform to the Contract Documents; or

   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

   c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. **Furnish, Install, Perform, Provide:**

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

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2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. Bonds: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. Evidence of Owner’s Insurance: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor’s proposal.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor’s full responsibility therefor.

2. Contractor’s Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor’s Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

All such schedules shall be consistent with the documents provided to the Owner as part of the Contractor’s proposal.
Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to...
supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer’s written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents
A. Contractor and its Subcontractors and Suppliers shall not:
   1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
   2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner’s express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed
A. Contractor will mobilize as soon as possible after the Effective Date of the Contract but no later than thirty days after same. The Contract Times will commence to run upon mobilization, but in any case no later than on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work
A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points
A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer’s judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the
established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor’s Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times. The District, in its sole and absolute discretion, may additionally divide the Work into phases, and prioritize those phases, or elect to terminate the Contract early and complete only a portion of the Work. Such options, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to only the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions such as tropical storms, hurricanes, or tornados;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

H. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both Owner and Contractor, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier);
2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;
3. nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Nothing in this paragraph bars a change in Contract Price to compensate Contractor due to delay, interference, or disruption directly attributable to actions or inactions of Owner or anyone for whom Owner is responsible. Except for an adjustment to the Contract Times and Contract Price, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay is avoidable or unavoidable.
ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record, legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the negligent, reckless or intentionally wrongful performance of the Work, or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the negligent, reckless or intentionally wrongful performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs), whether monetary or otherwise, arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder, to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor’s negligent, reckless or intentionally wrongful performance of the Work, or because of
other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible, including without limitation, Contractor’s successors, assigns, agents, employees, contractors, subcontracts, materialmen, officers, invitees, and representatives.

B. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site and from which the Engineer prepared the Contract Drawings and Specifications;
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities)), and from which the Engineer prepared the Contract Drawings and Specifications; and
3. Technical Data contained in such reports, and drawings, and specifications.

B. No Reliance by Contractor on Technical Data Authorized: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner’s benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
Contractor recognizes that the Technical Data provided by Owner reflects conditions at the point of the data collection and does not reflect all the variations that may occur between the data point locations. Although dense soil strata may be present, Owner does not anticipate that rock will be encountered within this scope of work. If conditions of the existing vinyl seawall deviate in a manner that does not allow for the installation of the new seawall as shown in the Drawings or if rock is encountered, the Contractor shall notify the Engineer for evaluation and direction and the parties shall process a change order.

Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils.

Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work; the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other information furnished to the Contractor for its information.

5.04 Differing Subsurface or Physical Conditions

A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. Engineer’s Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner’s obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor’s resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations.
C. Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
   a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
   c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
   a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
   b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
   c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

Underground Facilities known to exist at the site are noted on the Drawings and Specifications and include existing utilities, irrigation systems, existing seawall tiebacks, and existing helical or push piers under isolated upland modular block walls. Contractor shall locate and avoid known and existing Underground Facilities as noted on the Drawings and Specifications.
Specifications. As outlined below, Contractor shall notify the Engineer if unknown or unforeseen Underground Facilities are encountered.

A. Contractor's Responsibilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site, if any, is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
   a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
   b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
   c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
   d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. Engineer's Review: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. Possible Price and Times Adjustments:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the
Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Price is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data (for which the preparers of these Technical Data, not Owner or Engineer, may be held responsible for quantity, quality, completeness and accuracy), Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, and without waiving any protections or immunities provided to Owner under Florida law, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous
Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence. Moreover, none of the indemnifications in this paragraph shall extend to, or be deemed extended to, entities or individuals not specifically identified herein or to third parties.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Indemnitees (defined in Paragraph 7.18) Owner and its and Engineer, and the officers, directors, members, partners, and employees, agents, consultants, and subcontractors of each and any of them from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs), whether monetary or otherwise, arising out of or relating to the negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor’s successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 — BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds shall remain in effect until one two-year for the performance bond and one year (for the payment bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is
effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment and performance bonds shall contain the following language: “This Bond is hereby amended so that the notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated by reference herein.”

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract, including the required additional insured endorsements, prior to commencing the Work and entering any lands upon which the Work shall be performed. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block
out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

K. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

A. Workers' Compensation: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, including without limitation, bodily injury by accident (each accident), bodily injury by disease (policy limit), or bodily injury by disease (each employee); occupational sickness or disease; or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain a minimum of $2 million in commercial general liability insurance, covering all operations by or on behalf of Contractor, including without limitation, premises-operations coverage (including explosion, collapse, and underground coverage) and $1 million products-completed operations coverage, on an occurrence basis, against:

ECDC C-700 (Rev. 1), Standard General Conditions of the Construction Contract.
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1. claims for damages because of **property damage**, bodily injury, sickness or disease, or death of anyone other than Contractor’s employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. **Commercial General Liability—Form and Content:** Contractor’s commercial liability policy shall have limits of not less than $1 million per occurrence, $2 million general aggregate limits and $1 million products-completed operations aggregate limits, or limits carried, whichever are greater, which limits may be satisfied by a combination of primary general liability and excess liability policies. Said insurance shall be issued by a solvent, reputable insurance company having an A.M. Best’s rating of A-VII or better and authorized to do business in the State of Florida, and written on a 1996 (or later) ISO commercial general liability form (occurrence form). The Additional Insureds identified in the Supplementary Conditions shall also be listed as insureds. The Additional Insureds, as provided for in the Supplementary Conditions, shall be listed on ISO Form CG 20 10 11 85 or, in lieu thereof, on both ISO Form CG 20 10 10 01 and CG 20 37 10 01, or equivalents, and include the The policy should include the following coverages and endorsements:

1. Products and completed operations coverage:
   a. Such insurance shall be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 11 85; or 20 10 10 01 and CG 20 37 10 01 (together) in lieu thereof, or equivalents. If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements, or CG-20 10 07 04 and CG-20 37 07 04 (together), or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.

D. **Automobile liability:** Contractor shall purchase and maintain automobile liability insurance, including without limitation, liability arising out of all owned, non-owned, leased, and hired automobiles, truck and trailers, or semi-trailers, including, without limitation any machinery or apparatus attached thereto, with limits not less than those limits set forth in the Supplementary Conditions. The automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent, and shall include, without limitation
contractual liability coverage, against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability:* Contractor shall purchase and maintain, written on an occurrence policy form, a minimum of $5,500,000 umbrella and/or excess liability insurance, with limits of liability not less than those limits set forth in the Supplementary Conditions on a per occurrence/annual aggregate basis, written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, staff, supervisors, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contribution basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner’s Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner’s option, may purchase and maintain at Owner’s expense Owner’s own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

A. Builder’s Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder’s risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner, Engineer, District Counsel, Terrabrook Apollo Beach, LLC, Newland Real Estate Group, LLC, NASH Financing, LLC and NASH Vingt-huit, LLC and Contractor as named insureds, and their respective members, partners, partners, subsidiaries, affiliates, officers, directors, supervisors, staff, consultants, agents, subcontractors and employees, and any individuals or entities required by the Supplementary Conditions to be insured under such builder’s risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. Deductibles: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may
come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. **Additional Insurance:** If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. **Insurance of Other Property:** If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

### 6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as Insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
D. Contractor shall be responsible for assuring that the agreement under which a
Subcontractor performs any portion of the Work contains provisions whereby the
Subcontractor waives all rights against Owner, Contractor, all individuals or entities
identified in the Supplementary Conditions as insureds, the Engineer and its consultants,
and the officers, directors, members, partners, employees, agents, consultants, and
subcontractors of each and any of them, for all losses and damages caused by, arising out of,
relating to, or resulting from any of the perils or causes of loss covered by builder's risk
insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of insurance required by
Paragraph 6.05 will be adjusted and settled with the named insured that purchased the
policy. Such named insured shall act as fiduciary for the other insureds, and give notice to
such other insureds that adjustment and settlement of a claim is in progress. Any other
insured may state its position regarding a claim for insured loss in writing within 15 days
after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to
multiple insureds, or to the named insured that purchased the policy in its own right and as
fiduciary for other insureds, subject to the requirements of any applicable mortgage clause.
A named insured receiving insurance proceeds under the builder's risk and other policies of
insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such
agreement as the parties in interest may reach, or as otherwise required under the dispute
resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced,
the money so received applied on account thereof, and the Work and the cost thereof
covered by Change Order, if needed.

ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently,
devoting such attention thereto and applying such skills and expertise as may be necessary
to perform the Work in accordance with the Contract Documents. Contractor shall be solely
responsible for the means, methods, techniques, sequences, and procedures of
construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident
superintendent who shall not be replaced without written notice to Owner and Engineer
except under extraordinary circumstances.

7.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the
Work and perform construction as required by the Contract Documents. Contractor shall at
all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property
at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents,
all Work at the Site shall be performed during regular working hours, Monday through
\textbf{Friday Saturday}. Contractor will not perform Work on a Saturday, Sunday, or any legal
holiday. Contractor may perform Work outside regular working hours or on Saturdays.
Sundays; or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

1. The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

B. Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. Treatment as a Substitution Request: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.
a. shall certify that the proposed substitute item will:
   1) perform adequately the functions and achieve the results called for by the
general design,
   2) be similar in substance to that specified, and
   3) be suited to the same use as that specified.

b. will state:
   1) the extent, if any, to which the use of the proposed substitute item will
necessitate a change in Contract Times,
   2) whether use of the proposed substitute item in the Work will require a
change in any of the Contract Documents (or in the provisions of any other
direct contract with Owner for other work on the Project) to adapt the
design to the proposed substitute item, and
   3) whether incorporation or use of the proposed substitute item in connection
with the Work is subject to payment of any license fee or royalty.

c. will identify:
   1) all variations of the proposed substitute item from that specified, and
   2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or
indirectly from use of such substitute item, including but not limited to changes in
Contract Price, shared savings, costs of redesign, and claims of other contractors
affected by any resulting change.

B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to
evaluate each substitute request, and to obtain comments and direction from Owner.
Engineer may require Contractor to furnish additional data about the proposed substitute
item. Engineer will be the sole judge of acceptability. No substitute will be ordered,
furnished, installed, or utilized until Engineer's review is complete and Engineer determines
that the proposed item is an acceptable substitute. Engineer's determination will be
evidenced by a Field Order or a proposed Change Order accounting for the substitution itself
and all related impacts, including changes in Contract Price or Contract Times. Engineer will
advise Contractor in writing of any negative determination.

C. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a
special performance guarantee or other surety with respect to any substitute.

D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a
substitute proposed or submitted by Contractor. Whether or not Engineer approves a
substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for
the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor
shall also reimburse Owner for the reasonable charges of Engineer for making changes in the
Contract Documents (or in the provisions of any other direct contract with Owner) resulting
from the acceptance of each proposed substitute.

E. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute
at Contractor's expense.

F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor
shall execute the proposed Change Order and proceed with the substitution. The Engineer's
denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.0, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor’s Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner’s requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions.
J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, and without waiving any protections or immunities provided to Owner under Florida law, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless indemnitees (defined in Paragraph 7.18) Owner and its Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs), whether monetary or otherwise, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, provided however that such infringement is caused solely by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.08 Permits
A. Unless otherwise provided in the Contract Documents, Owner shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. Contractor shall provide all signage required by applicable permits and governmental authorities, including, but not limited to, navigational signs.

7.09 Taxes
A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 Laws and Regulations
A. Contractor shall give all notices required by and shall comply with all Laws and Regulations, applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
B. If Contractor or those for which Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, engineer, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, negligently, recklessly, or intentionally and wrongfully performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless indemnitees (defined in Paragraph 7.18) Owner and its Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract...
Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written Interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary reasonable and customary precautions for the safety of, and shall provide the necessary reasonable and customary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction, and lawn irrigation systems.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress. Among other requirements, the Contractor or subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor’s safety program with which Owner’s and Engineer’s employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor’s negligence, recklessness, or intentional misconduct in performance of the Work, or that of any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them for which Contractor is responsible to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor, both during the performance of its work and also after Contractor has left the Site, at its expense, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them, shall be the responsibility of Owner or Engineer.

F. Contractor’s duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor’s duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

A. Shop Drawing and Sample Submittal Requirements:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

   a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. Submittal Procedures for Shop Drawings and Samples: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. Shop Drawings:
   a. Contractor shall submit the number of copies required in the Specifications.
   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. Samples:
   a. Contractor shall submit the number of Samples required in the Specifications.
   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Other Submittals: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner
may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

A. For a period of one (1) year following the Substantial Completion of the Work by Contractor, Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

C. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal;
6. the issuance of a notice of acceptability by Engineer (or other similar acceptance by Owner);
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor’s performance obligations to Owner for the Work described in the assigned contract.

E. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall use its best efforts to secure the material supplier’s or subcontractor’s consent to assign said warranties to Owner. Owner may, but is not obligated to, help Contractor secure such consent from any subcontractors and/or material suppliers.

F. The warranties provided in this section shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and
hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or any other claims to whose acts any of them may be liable.

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless, and defend Owner, Engineer, District Counsel, Terrabrook Apollo Beach, LLC, Newland Real Estate Group, LLC, NASH Financing, LLC and NASH Vinet-huit, LLC, and their respective successors, assigns, members, partners, suppliers, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, suits, losses, damages, losses, and costs, interest, expenses, penalties, fines, or judgments, whether monetary or otherwise, including, but not limited to, reasonable attorney's fees and costs and all fees and costs of mediation or alternative dispute resolution, but only to the extent directly caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work, including, without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives. To the extent required by Florida law to make the provisions of any indemnification, defense, or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless, and defense obligation shall not exceed $900,000.00, the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnities.

B. To the fullest extent permitted by Laws and Regulations, and without waiving any protections or immunities provided to Owner under Florida law, Owner shall indemnify and hold harmless Contractor, Subcontractors and Suppliers, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals (together, "Contractor Indemnities") Owner and Engineer shall jointly and severally, indemnify and hold harmless Contractor, any Subcontractor, any Supplier, and any individual or entity directly or indirectly employed or used by any of them to perform any of the Work, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals (together, "Contractor Indemnities") from all claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fee and costs and all fees and costs of mediation or alternative dispute resolution for any and all Upland...
Claims. "Upland Claims" as used in this Contract shall mean any and all claims of property owners requesting the Owner to undertake repairs to their property on account of damages believed by such property owner to be a result of the compromised seawall located along the Mira Bay canal system within the Site including, but not limited to, requests made by any and all property owners to Owner pursuant to any one or more of the following (i) Harbor Bay Community Development District Property Damage Repair Request Form, (ii) Harbor Bay Community Development District Procedure for Processing Property Damage Repair Requests, or (iii) Construction Guidelines for Upland Repairs; excluding, however claims of such property owners directly caused in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

C. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The or the Contractor Indemnitees shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees— as the case may be.

D. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

E. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

3. Any and all Upland Claims.

7.19 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services. Signed and sealed Drawings and Specifications have been prepared by Cardno as authorized and directed by the Harbor Bay Community Development District for reliance on and use by Hecker Construction in performing the Work pursuant to this Contract, unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must
C. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work
A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner’s employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. an itemization of the specific matters to be covered by such authority and responsibility; and
3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner’s employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor’s rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner’s contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner’s employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor’s failure to take reasonable and customary measures with respect to Owner’s other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor’s failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor’s actions, omissions, or negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnities (defined in Paragraph 7.18)—Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them—from and against any such claims, and against all suits, liens, demands, costs, liabilities, losses, interests, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs), whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference, provided however that the damage, delay, disruption or interference is caused in part or in whole by the negligent, reckless or intentionally wrongful misconduct of Contractor, or those for which Contractor is responsible, including without limitation, Contractor’s successors, assignee, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.01 Communications to Contractor
A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer
A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data
A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due
A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings
A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
9.06 **Insurance**
A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 **Change Orders**
A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 **Inspections, Tests, and Approvals**
A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 **Limitations on Owner’s Responsibilities**
A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.10 **Undisclosed Hazardous Environmental Condition**
A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 **Evidence of Financial Arrangements**
A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 **Safety Programs**
A. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

9.13 **Staging Lot**
Owner will supply Contractor an area for staging and lay-down of materials and equipment.

**ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

10.01 **Owner’s Representative**
A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 **Visits to Site**
A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work...
is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereon, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
10.08 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other Individual or entity, or to any surety for or employee of agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. Change Orders:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
2. **Work Change Directives:** A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. **Field Orders:** Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order Justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

**11.02 Owner-Authorized Changes in the Work**

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

**11.03 Unauthorized Changes in the Work**

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

**11.04 Change of Contract Price**

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. Contractor’s Fee: When applicable, the Contractor’s fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor’s fee shall be 15 percent;

   b. for costs incurred under Paragraph 13.01.B.3, the Contractor’s fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor’s fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor’s fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor’s fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.
11.05 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor’s progress.

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. Engineer’s Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor’s supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer’s inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. Binding Decision: Engineer’s decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
11.07 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 - CLAIMS

12.01 Claims

A. Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of
C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.

E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost plus fee, time and materials, or other cost based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined
on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor’s Cost of the Work and fee shall be determined in the same manner as Contractor’s Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor’s employees incurred in discharge of duties connected with the Work.
   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor’s officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor’s fee.

2. Expenses of Contractor’s principal and branch offices other than Contractor’s office at the Site.

3. Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor’s Fee: When the Work is to be performed on the basis of cost plus, Contractor’s fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor’s fee shall be determined as set forth in Paragraph 11.04.C.

E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor’s costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer’s preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer’s written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual
conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer’s written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
   1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
   2. there is no corresponding adjustment with respect to any other item of Work; and
   3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work
   A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals
   A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
   B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
   C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
   D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
      1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
      2. to attain Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work;
      3. by manufacturers of equipment furnished under the Contract Documents.
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation into the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.

B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs; losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer
as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor’s services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner’s representatives, agents and employees, Owner’s other contractors, and Engineer and Engineer’s consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor’s defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner’s rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments:

1. At least 10 to 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner’s interest therein, all of which must be satisfactory to Owner. Except with respect to the purchase of sheet pile in the event Owner does not directly purchase said materials (in which case Contractor agrees to purchase and store only that quantity of material agreed upon by Contractor and Engineer), progress payments are to be made only on installed material; no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor’s legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
   a. the Work has progressed to the point indicated;
   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents; a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
   a. to supervise, direct, or control the Work, or
   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer’s opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer’s opinion to protect Owner from loss because:
   a. the Work is defective, requiring correction or replacement;
   b. the Contract Price has been reduced by Change Orders;
   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes. Owner shall make payment to the Contractor in the amount recommended (subject to the provisions of this Contract) in accordance with any of the prompt payment provisions contained in Sections 218.735 and 218.74, Florida Statutes. Contractor shall make payments due to subcontractors and suppliers 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. Invoices from the Contractor should be directed to the District’s Manager, Rizzetta & Company, Inc., c/o Joe Roethke, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, with e-mail copies to JRoethke@rizzetta.com, Jbudis@rizzetta.com, Greg.Woodcock@cardno.com, and Christopher.Gamache@cardno.com.

E. Reductions in Payment by Owner:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
   a. claims have been made against Owner on account of Contractor’s conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor’s conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

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c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor’s failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner’s refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor’s Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work. Additionally, five percent of the Contract Price will be retained until Substantial Completion of the Work, at which point four percent shall be returned to Contractor. Owner shall return the remaining one percent upon Final Completion and acceptance of the Work by Owner.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 - 218.80, Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose
without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
   a. all documentation called for in the Contract Documents;
   b. consent of the surety, if any, to final payment;
   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
   d. a list of all disputes that Contractor believes are unsettled; and
e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in Liens or other burdens on Owner’s property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer’s Review of Application and Acceptance:

1. If, on the basis of Engineer’s observation of the Work during construction and final inspection, and Engineer’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor’s other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer’s opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer’s written recommendation of final payment.

D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor’s failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor’s continuing obligations under the Contract Documents.
B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one **two**-years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor’s obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 — SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such
suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03—Owner May Terminate For Convenience

A. Upon seven days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for:

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss, or any other consequential damages of any kind, arising out of or resulting from such termination.

Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;

2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;

4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection, and disposition of property acquired by Owner under the Contract, as may be necessary;

5. Complete performance of any Work which is not terminated; and

6. Deliver to Owner an affidavit regarding the identity of unpaid potential liens and the amounts due to each.
16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven consecutive days stool the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 — FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. If no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

C. In the event Owner or Contractor is required to enforce this Agreement by court proceedings or otherwise, then venue for any such legal action shall be in Hillsborough County, Florida, and the substantially-prevailing party shall be entitled to recover from the other party all fees and costs incurred, including without limitation reasonable attorney's fees and costs, paralegal fees, and expert witness fees.
ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their supervisors, staff, officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.
18.09 *Sovereign Immunity*

A. *Contractor* and *Owner* agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability 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 such limitations of liability or by operation of law.

18.10 *No Third Party Beneficiaries.*

*No person or entity shall be deemed a beneficiary of the terms of this Contract, unless specifically provided herein.*
SUPPLEMENTARY CONDITIONS RELATING TO
INSURANCE REQUIREMENTS, SUBSURFACE CONDITIONS, AND HAZARDOUS CONDITIONS

The following supplements establish insurance limits and other requirements relating to Article 6 of the Standard General Conditions of the Construction Contract, EICDC Document No. C-700 (Rev. 1), 2013 Edition (the “General Conditions”), as well as identify certain reports relating to subsurface conditions and hazardous conditions at the site, which reports relate to Article 5 of the General Conditions. Other changes have been marked directly in underlined and strike-through on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

Pursuant to Paragraph 5.03.A. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

1. **Report dated May 2015** prepared by Langan Engineering and Environmental Services, Inc. The Technical Data contained in such report are Langan’s Confirmation Borings Location Plan and Subsurface Profiles.

2. **Report dated August 13, 2012** prepared by HSA Engineers & Scientists and entitled “Results of Hand Cone Soundings Harbor Bay CDD (Mira Bay) Seawall Study.” The Technical Data contained in such report are the results of hand cone soundings.


Pursuant to Paragraph 5.03.A. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

1. None
SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

Paragraphs 5.06.A and 5.06.B. are hereby deleted, and the following new paragraph is added:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE 6 – BONDS AND INSURANCE

6.03 Contractor’s Liability Insurance

Add the following new paragraphs after Paragraph 6.03.J. of the General Conditions:

K. The limits of liability for the insurance required by this paragraph 6.03 shall provide coverage for not less than the following amounts:

1. Workers’ Compensation under Paragraph 6.03.A. of the General Conditions:
   a. State Worker’s Compensation – Greater of statutorily required amount or $1,000,000 per occurrence / $1,000,000 aggregate / $1,000,000 per disease
   b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or $1,000,000
   c. Employer’s Liability – $1,000,000

2. Commercial General Liability Insurance under Paragraph 6.03.B. of the General Conditions:
   a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - $1,000,000
   b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - $2,000,000
   c. Products-Completed Operations – $1,000,000
   d. Personal and Advertising Injury – $1,000,000
   e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

3. Automobile Liability under paragraph 6.03.D. of the General Conditions:
   a. Bodily Injury:
      Each Person $1,000,000
      Each Accident $1,000,000
   b. Property Damage:
      Each Occurrence $1,000,000

Page 2 of 3
4. Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) $2,000,000
5. Protection and Indemnity Insurance $2,000,000
6. The Contractual Liability coverage required by paragraph 6.03.C. of the General Conditions shall provide coverage for not less than the following amounts:
   a. General Aggregate $2,000,000
   b. Bodily Injury and Property Damage Combined Each Occurrence $2,000,000
7. Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)
   a. General Aggregate $6,000,000
   b. Each Occurrence $6,000,000
8. Installation Floater to protect against fire, theft, or other loss of Project materials, in lieu of Builder’s Risk required by Section 6.05 of the General Conditions. $180,000

L. All insurance policies secured by Contractor pursuant to the General Conditions shall be written on an “occurrence” basis to the extent permitted by law. Contractor’s commercial general liability, contractual liability, automobile liability, umbrella, and pollution liability policies shall include and list as additional insureds the following: Owner, Engineer, District Counsel, Terrabrook Apollo Beach, LLC, Newland Real Estate Group, LLC, NASH Financing, LLC and NASH Vingt-huit, LLC, and their respective successors, assigns, members, parents, partners, subsidiaries, affiliates, lenders, managers, officers, directors, supervisors, representatives, staff, consultants, agents, contractors, subcontractors, and employees of each and any of all of the foregoing entities and individuals (the “Additional Insureds”). By virtue of such Additional Insureds being named as additional insureds to the aforementioned insurance policies or as indemnitees herein, such Additional Insureds are not responsible for any of the terms and/or provisions of the Contract and Contractor shall look only to the Owner regarding all obligations and liabilities arising from the Contract. A waiver of subrogation endorsements shall also be issued in favor of the Additional Insureds with respect to the Worker’s Compensation, Commercial General Liability, and Automobile Liability policies.

M. Contractor shall require its Subcontractors to (1) obtain and maintain the insurance coverages identified in Article VI of the General Conditions for the coverage amounts identified above, and (2) include and list the Additional Insureds.

N. Such insurance as listed above is in addition to all other insurance required under the Contract.
August 23, 2018

To Whom It May Concern:

We are providing the attached Seawall Project pricing sheet to the Board of Harbor Bay CDD and Greg Woodcock for your review and consideration.

Our company would be able start your Emergency Seawall Project with Cardno’s oversight, within three weeks of an executed contract. We have our sheeting company on alert and would be able to have sheeting materials approximately two weeks of an executed contract.

It is noteworthy, and worth pointing out since we have been working in Mira Bay over 10 years we have not had any issues with this complicated project. From the start to the finish we were on schedule and provided a fair value with guarantees. We are tentatively bondable up to $2.5 million and higher as project progresses. I would also like to say, our company has very good relations with many of your residents within the community.

We would be willing and able to negotiate a contract in a fair and fast manner, if needed.

Please see attached pricing sheet for 1322 L.F. of emergency work for your review, thank you.

Sincerely,

Brian Hecker - President
Hecker Construction Company, Inc.
Specifications: Installation of 1322' LF Emergency Seawall Repairs, as Cardno design.

1. Removal and installation of docks, and extra Ipe step included.

2. Removal and re-install of homeowner’s water and electric (certified electrician) to docks.

3. Replacement of irrigation in swale area with new sod.

4. Installation of F.R.P. seawall, as per Cardno design.

5. Cardno will be responsible for oversight, engineering, and permits.

6. Includes concrete test cylinders for cap and test loading of new Manta-Ray Tie-backs.

7. If bonding for emergency work is required, please add $25,000.00 for bond.

   Please note: that bond was not required for initial emergency work.

8. If District is to direct purchases sheeting – deduct sales tax cost from lump sum.

9. Owner to supply vacant area for staging and lay-down of materials and equipment.

10. Mobilization included in price.
# MASTER SEAWALL PROJECT, SECTION I - EMERGENCY (1,322 LF)
## HARBOR BAY CDD PERMITS

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>AGENCY</th>
<th>ISSUED</th>
<th>EXPIRATION</th>
<th>TYPE</th>
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<tr>
<td>708627</td>
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<td>U.S. Army Corps of Engineers (Corps)</td>
<td>10/13/2015</td>
<td>10/13/2020</td>
<td>Construction (Seawall Repair)</td>
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</tbody>
</table>

*Has been extended by the Tampa Port Authority (TPA) to 8/31/2020. Formal documentation will be provided to Contractor upon receipt from the TPA, but Contractor may proceed with work immediately.

**Feet of seawall to be repaired/replaced
# PRICING SHEET FOR

**MASTER SEAWALL PROJECT, SECTION I -- EMERGENCY (1,322 LF)**

## Work

<table>
<thead>
<tr>
<th>Work</th>
<th>Not-to-Exceed Amount</th>
<th>Completion Date</th>
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<tbody>
<tr>
<td>Master Seawall Project, Section I -- Emergency (1,322 LF @ $617.26/LF) *</td>
<td>$816,018.70 *</td>
<td>See Technical Specifications attached hereto and referenced in Section 9.01.A.10.e of Standard Agreement</td>
</tr>
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* (includes all Work and $25,000 total for payment and performance bonds)

## Unit Pricing Schedule

<table>
<thead>
<tr>
<th>Task/Material</th>
<th>Unit</th>
<th>Unit Cost</th>
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<tbody>
<tr>
<td>ESP Evercomp 26.1 sheet pile or Superloc Series 1580 sheet pile</td>
<td>Per sheet</td>
<td>$179.24 / + Freight</td>
</tr>
<tr>
<td>Tie Back Anchors</td>
<td>Per tieback</td>
<td>$114</td>
</tr>
<tr>
<td>Timber Dock Removal and Re-installation</td>
<td>Per dock</td>
<td>$114</td>
</tr>
</tbody>
</table>

*including removal and re-installation of homeowner's water and electric (certified electrician to docks)*

---

1 This preliminary unit pricing schedule and subsequent schedules shall only be used in connection with pricing for change orders. This schedule is preliminary because only major components are listed herein. It shall be supplemented by an itemized and detailed schedule following execution of the Contract. Contractor will provide Engineer the itemized and detailed schedule referenced in the prior sentence no later than ten (10) days after execution of the Contract.

2 The representations made and specifications provided in Contractor's Proposal for Harbor Bay CDD Seawall Repair Project, referenced in Section 9.01.A.10.b of the Standard Agreement, are incorporated herein and form a material part of this Contract.


4 Change orders for sheet pile direct purchases pursuant to Section 10.07 of the Standard Agreement shall be at cost only. This price excludes sales tax.

---

**Printed Name of Contractor's Authorized Representative**

**Signature of Contractor's Authorized Representative**

**Date**

---
1. OVERVIEW. The District has identified 22 lots within the MiraBay community that are in need of emergency seawall repairs. The location of the lots are identified in the attached Property Map, designated in red as Section 1 - Emergency. These Technical Specifications cover the general construction requirements for the work.

2. SCOPE AND LIMITS. The scope and limits of construction include the construction of new FRP sheet piles, new tieback anchors, a new reinforced concrete cap, drainage and weep hole improvements, dock repairs, utility connections, swale restoration, and associated testing, and any miscellaneous work necessary to complete the construction shown in the Design Plans. The limit of work includes a total of approximately 1,322 linear feet of seawall located within 22 lots. The District shall obtain all environmental permits.

3. DESIGN DOCUMENTS. The District will provide the Contractor with Design Plans detailing the seawall repair work, signed and sealed by a Professional Engineer licensed in the State of Florida prior to the start of work.

4. SCHEDULE. The work shall meet the following milestones as measured from the date of commencement as defined in Section 4.01.A of the General Conditions.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>21</td>
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<tr>
<td>Substantial Completion</td>
<td>150</td>
</tr>
<tr>
<td>Final Completion</td>
<td>180</td>
</tr>
</tbody>
</table>

Substantial Completion is defined as the stage of construction where the wall stabilization is complete (including sheet pile, tiebacks, concrete cap, and drainage improvements) and associated docks are rebuilt with their utilities restored.

Final Completion is defined as the completion of all work (including but not limited to irrigation restoration, finish grading, sodding, and site cleanup).

5. CONSTRUCTION REQUIREMENTS. Good housekeeping shall be maintained during construction. All debris shall be kept clear of walkways, construction zones shall be clutter free, and waste shall be removed at regular intervals. At the completion of construction, the property shall be cleaned of all scrap, nails, or other debris. Material that falls into the canal shall be removed immediately. Construction activities shall not block passage of the canal and accommodations for watercraft shall be made to pass the work zone. The final design and construction activities shall adhere to all permits obtained by the district.

The Contractor shall provide a written notice of construction to the residents via flyer or door hanger a minimum of two (2) weeks before the start of work. Written notice shall provide a general construction timeline and information on dock closures.
The Engineer shall perform site inspections and oversight at their discretion. The Contractor shall provide safe accommodations for the Engineer to access the construction site and oversee activities.

Work hours for construction activities shall be between 7:00 am and 6:00 pm, Monday through Saturday.

6. METHOD OF MEASUREMENT AND BASIS OF PAYMENT. Measurement of the work shall be based on the length of wall installed based on the linear foot of FRP sheet pile as taken along the centerline of the installed wall and the quantity of each tieback installed or each dock repaired. Measurement of the work shall include all materials, labor, equipment, concrete material testing, tieback proof testing, and incidentals necessary to complete the work.

Payment shall be made at the Contract Unit Price per linear foot of wall, each tieback installed, and each dock repaired as accepted by the Engineer.
EMERGENCY SEAWALL REPAIRS
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
CONTRACT PLANS

MIRABAY COMMUNITY
APOLLO BEACH, FL

INDEX SHEETS

<table>
<thead>
<tr>
<th>SHEET NO.</th>
<th>SHEET DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>KEY SHEET</td>
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<tr>
<td>2</td>
<td>QUANTITIES</td>
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<tr>
<td>3</td>
<td>GENERAL NOTES</td>
</tr>
<tr>
<td>4</td>
<td>GENERAL PLAN</td>
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<tr>
<td>5-6</td>
<td>TYPICAL SEAWALL DETAILS</td>
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<tr>
<td>7</td>
<td>WALL LAYOUT SEAGRASS PL</td>
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<td>8</td>
<td>WALL LAYOUT SKINNER DR</td>
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<tr>
<td>9-10</td>
<td>WALL LAYOUT TORTOISE PL</td>
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<tr>
<td>11-13</td>
<td>WALL LAYOUT SEA TURTLE PL</td>
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Project Location

THESE DRAWINGS HAVE BEEN PREPARED BY CARDNO AS AUTHORIZED AND DIRECTED BY THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT FOR RELIANCE ON AND USE BY HECKER CONSTRUCTION IN PERFORMING THE WORK PURSUANT TO THE CONTRACT AGREEMENT BETWEEN THE HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT AND HECKER CONSTRUCTION, DATED 11/1/2018, FOR THE SECTION 1 - EMERGENCY (1,322 LF) REPAIRS.
### SUMMARY OF ESTIMATED QUANTITIES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
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</thead>
<tbody>
<tr>
<td>Sheet Pile Wall</td>
<td>LF</td>
<td>1322</td>
</tr>
<tr>
<td>Tie Back Anchors</td>
<td>EA</td>
<td>112</td>
</tr>
<tr>
<td>Dock Repairs</td>
<td>EA</td>
<td>17</td>
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</tbody>
</table>

Quantities are not guaranteed and may vary due to the actual field conditions encountered.

### NOTES:

The work for this project consists of the installation of an FRP sheet pile wall with a concrete cap and tie back anchors. The work includes furnishing all necessary labor, materials, and equipment required to construct the sheet pile walls as shown in these plans. Any items necessary to complete the work that are not specifically included in a pay item shall be considered incidental to the project.

Specifications for all materials shall be submitted to the Engineer for acceptance prior to construction.

Defective materials delivered to the site shall be rejected by the Engineer and replaced at no additional cost.

The Sheet Pile Wall Pay item shall be quantified by linear foot as measured along the centerline of sheet pile from the first concrete cap joint to the last. The cost per linear foot shall include all sheet pile, turbidity barriers, erosion control, flowable fill, pile web holes, concrete, steel reinforcement, expansion joints, backfills, geotextile fabric, excavation, irrigation repairs, median water restoration, tie backs, tie back testing, deck repairs, and utility restoration. Dense soil strata may be present and installing sheet piles through them is considered incidental. It is not anticipated that rock will be encountered within this scope of work.
GENERAL NOTES:

ELEVATIONS:
Elevations are in feet and are referenced to the NGVD 1929.

MATERIALS:
Materials used for this project must be in accordance with the project drawings and specifications, unless otherwise noted or approved by the Engineer. All materials shall conform to the following:

BULKHEAD CONCRETE CAPS:
Concrete for bulkheads shall meet the requirements of FOOT Class IV with a minimum 28-day compressive strength of 3,500 psi with Silica Fume, Metakaolin or Ultra Fly ash. The concrete environment is classified as extremely aggressive. The minimum clear cover shall be 3”. Metal bar supports in contact with exterior form shall not be allowed.
Preformed joint filler material for expansion joints shall meet the requirement of ASTM D1751 or ASTM D1752, Type I, Type II, or Type III.

STEEL REINFORCEMENT:
Steel reinforcement bars shall be conform to the requirements of ASTM A615, Grade 60.

DRAINAGE MATERIALS:
Drainage soils used as backfill behind bulkheads shall be approved environmentally clean free draining coarse-grained sand with less than 5% fine material passing the #200 sieve. Laboratory test results and samples of this material shall be provided to the Engineer for approval.
Perforated PVC Pipe for weep hole drainage shall be schedule 40 with a 0.020” slot width.
Geotextile shall be Mirafi FW700 or approved equivalent.

FIBER REINFORCED POLYMER (FRP) COMPOSITE SHEET PILE:
The FRP sheet pile shall be pultruded 2-shaped sections with a ball and socket interlock. The FRP sheet pile shall be gray in color. Approved FRP sheet piles include Everlast EverComp 26.1 and Creative Pultrusions SuperLoc 1590 Series or an equivalent approved by the Engineer. The sheet pile transported to the project shall be free from visible cracks, indentations and other noticeable defects.

Minimum Properties:
Moment of Inertia = 52 in³/ft.
Section Modulus = 13 in²/ft.
Thickness = 0.25 in.

Where localized hard and impervious zones prevent traditional sheet piling installation without sheet pile damage, ‘prepunching’ of the alignment shall be performed using a steel sheet pile with similar cross-sectional dimensions to the selected FRP sheet pile. The prepunching and FRP sheet pile reinstallation shall be observed and approved by the engineer.

Cutting and Drilling - FRP sheet pile can be cut using carbide edged masonry blades and drilled with carbide or cobalt tipped bits. Any required sheet pile cutting shall be approved by the engineer.

TIE BACK ANCHORS:
The back anchors shall consist of the Manta Ray Anchor System, MR-SR, or equivalent approved by the Engineer. All anchor rod, hardware, and components of the tie back system shall be hot-dip galvanized.

FLOWABLE FILT:
Flowable fill shall meet the requirements of FOOT standard specifications for excavatable flowable fill.

EPOXY MORTAR:
Epoxy mortar shall be Hilti HIT-RE 100 or approved equivalent.

COLD GALVANIZING:
Cold galvanizing compound shall contain at least 92% zinc dust in the dry film. Prior to application, the metal surface shall be wire brushed to removed dirt, loose rust, or other contaminants. Coating shall be applied to produce a minimum thickness of 3 mils.

WORK HOURS:
Work hours for construction shall be between 7:00am and 6:00pm Monday through Saturday.

INSPECTION AND MONITORING:
All geotechnical related construction activities (i.e. sheet pile installation, Manta Ray anchor installation, grouting, etc.) will be monitored full time by the Engineer. The Engineer will also frequently monitor and document the construction of structural components such as steel reinforcement assembly, concrete and flowable fill placement, and backfill placement. The Contractor shall provide access to the Engineer, as requested, for these inspection activities.

CONCRETE COMPRESSION TESTING:
All placed concrete for the refurbish caps shall be sampled and compression tested by an independent materials testing laboratory.
A delivery ticket shall be provided to the Engineer for each batch of concrete delivered. The maximum allowable transit time for concrete is 90 minutes.
Upon delivery, Sample concrete at 50 cubic yard intervals or at least once a day during concrete placements.
Make 3 representative concrete cylinders for compression testing in accordance with ASTM C31.
Perform Compression tests on individual cylinders at 28 days in accordance with ASTM C39.

PROTECTION OF PEOPLE AND PROPERTY:
During all construction activities, Contractor shall provide protection, which shall include, but not be limited to:
Installation and maintenance of fences, barricades, warning signs, as required, to create a safe working environment for field personnel and residents.
With respect to protecting residential structures, utilities, sidewalks, pavements, and other facilities, Contractor shall implement reasonable and customary precautions consistent with Section 7.12 of the General Conditions.

BACKFILLING:
The existing near surface soil that underlies the seawall is not a suitable quality fill material for wall drainage purposes. Backfill material should be approved imported, environmentally and geotechnically clean, inorganic granular material with less than 5% fines passing the #200 sieve and no particles larger than 1/4", all backfill placed behind the bulkhead shall be hydraulically compacted.

CAP FOWRK:
The Contractor is solely responsible for the construction and safety of erected formwork.
All materials used for formwork should be installed to correct dimensions that assure proper alignment. Level guides shall be installed for the level maintenance of concrete.
Formwork should be watertight to avoid any slurry leakage.

RESTORATION OF LANDSIDE SWALE AND DOCKS:
Upon completion of the drainage material placement as shown in the plans, the Contractor shall restore all irrigation lines to their original condition along with the sodded swale surface.
Conduits that pass through the bulkhead, which are required to feed utility lines (electric, water) from landside utility supply lines to the docks, must be approved by the Engineer and installed by the contractor.
Any docks impacted by the construction of a new or refurbished bulkhead cap, shall be repaired and restored to their original condition.

EXISTING CONDITIONS:
The existing conditions presented in the plans are based on the information available and are not guaranteed. The Contractor is responsible to construct the sheet pile walls based on their own field measurements.
If conditions of the existing seawall deviate in a manner that does not allow for the installation of the new seawall as shown in the Plans or if rock is encountered, the Contractor shall notify the Engineer for evaluation and direction.
NOTES:

1. TIE BACK SHALL BE INSTALLED AT LOCATIONS AS INDICATED ON THE PLAN VIEW OF EACH REPAIRED AREA IN THE PRESENCE OF THE ENGINEER.

2. PRIOR TO TIE BACK INSTALLATION, ALL UNDERGROUND UTILITIES SHALL BE LOCATED AND CLEARLY MARKED OUT AT THE SITE. CONFLICTS SHALL BE COORDINATED WITH THE ENGINEER.

3. FLOWABLE FILL SHALL BE PLACED BETWEEN THE ORIGINAL SHEET PILE AND THE NEW SHEET PILE TO THE REQUIRED NEW CAP BOTTOM SUCH THAT THE FLOWABLE FILL DOES NOT INTERFERE WITH THE NEW ANCHOR ROD PROOF TEST.

4. A PROOF TEST SHALL BE PERFORMED ON ALL ANCHORS TO A MAXIMUM LOAD OF 10 KIPS AFTER THE FLOWABLE FILL HAS CURED FOR AT LEAST 3-DAYS.

5. THE MAXIMUM TEST LOAD SHOULD BE HELD FOR ONE MINUTE WITH NO MORE THAN 1/4 INCH OF MOVEMENT.

6. AFTER SUCCESSFUL COMPLETION OF THE PROOF TEST, THE ANCHOR SHALL BE BOLTED TO THE NEW FRP SHEETS WITH GALVANIZED STEEL PLATES, BOLTS AND NUTS.

7. SEAL WEEP HOLE DRAIN TUBES WITH 3M-5200 MARINE ADHESIVE SEALANT OR EQUIVALENT AT EXIT POINT WITH FRP SHEETPIECE.
EMERGENCY SEAWALL REPAIRS
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

1. LENGTH AS NECESSARY
2. 1'-6" 3'-0"
3. 1'-0" 3'-0"

BAR BEND DIAGRAM

INSTALL 90° BEND AND EXTEND 1½" PERFORATED PVC PIPE PARALLEL TO WALL, FOR A DISTANCE 5'-0".

#5 CONNECTION BARS, 3'-0" LONG CENTERED ON CONSTRUCTION JOINT (TYP.)
CONSTRUCTION JOINT
EXISTING CONCRETE CAP FROM PREVIOUS REPAIR
DRILLED AND EPOXY GRouted HOLE
FRP SHEET PILES

ELEVATION A-A
NOTE: CAP REINFORCEMENT NOT SHOWN FOR CLARITY

NOTES:
1. SEE SHEET 1 OF 2 FOR ADDITIONAL NOTES.
2. LAP LONGITUDINAL BARS 2'-0" AT SPLICES.
3. MATCH ½" EXPANSION JOINTS TO EXISTING LOCATIONS. STOP LONGITUDINAL BARS 3" CLEAR OF EXPANSION JOINT.

CAP DETAIL
NEW FRP SHEET PILE
EXISTING PVC SHEET PILE
FLOWABLE FILL BETWEEN EXISTING AND NEW SHEET PILE

CAP CONNECTION DETAIL
NEW FRP SHEET PILE
EXISTING PVC SHEET PILE
EXISTING CONCRETE CAP
NEW CONCRETE CAP

#5 CONNECTION BARS, 3'-0" LONG CENTERED ON CONSTRUCTION JOINT (TYP.)
CAP DETAIL
NEW FRP SHEET PILE
EXISTING PVC SHEET PILE
EXISTING CONCRETE CAP
NEW CONCRETE CAP

NOTE: CAP REINFORCEMENT NOT SHOWN FOR CLARITY

1/2" NEW CONCRETE CAP (MATCH WIDTH OF ADJACENT CAP WHERE APPLICABLE)
CAST-IN 1½" SCH40 PVC PIPE, SPACED EVERY 6'-0"
EL 46.5'
NOTES:

1. EXISTING TIE BACK LOCATIONS SHOWN ARE APPROXIMATE AND NO GUARANTEED.

2. FIELD LOCATE EXISTING TIE BACKS AND LOCATE NEW TIE BACK ANCHORS APPROXIMATELY MIDWAY BETWEEN THE EXISTING. FINAL LAYOUT SHALL BE COORDINATED WITH THE ENGINEER.

3. INSTALL EXPANSION JOINTS IN NEW CAP TO MATCH EXPANSION JOINT LOCATIONS IN EXISTING CAP.

4. WHERE NECESSARY TO FIT NEW SHEET PILE BETWEEN TWO EXISTING INTERLOCKS, LAP NEW SHEET PILE MINIMUM OF 6". LONGITUDINALLY CUT NEW SHEET PILE & LAP JOINT WHERE APPLICABLE.
NOTES:
SEE SHEET 7 FOR NOTES.
Tab 4
Harbor Bay Community Development District  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625  
Att: Greg Woodcock  
352-754-1240

**Proposal**

<table>
<thead>
<tr>
<th>Date</th>
<th>Estimate #</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/21/2018</td>
<td>3022</td>
</tr>
</tbody>
</table>

We hereby submit specifications and estimates for:

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>The installation of fill behind seawalls at 446, 444 and 5' LF of 442 Island Bay Drive.</td>
<td></td>
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</table>

Specifications:

1. Remove sod - dig 2' behind existing wall approximate 18" below top of cap.
2. Hydraulic compact or hand tamper clean fill and existing excavated fill.
3. Re-sod 2' behind cap.
4. Sprinkler and water lines are in working area - add $1000 extra to replace new in all three areas, if required.
5. (3) site have brick pavers n/c to remove and stack, $900 to re-install if required for all (3) sites.
6. Area to be secured off with plastic construction fencing during repairs.
7. All employees are covered by USLH insurance due to work on seawalls.

4,500.00

**PLEASE NOTE: WATER AND ELECTRIC NOT IN PROPOSAL PRICE**

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

<table>
<thead>
<tr>
<th>License # CGC1522930</th>
<th>Credit Card - 3.5% Service Charge</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>$4,500.00</td>
</tr>
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</table>

Note: This Proposal may be withdrawn by us if not accepted within 30 days  
Signature

All materials are guaranteed as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to provide fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Payments not received within five days of due date will be assessed with a charge of 1.5% interest per month.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Signature

Signature  
9/26/2021
Tab 5
On Fri, Oct 5, 2018 at 2:56 PM Mike Collazo <MikeC@hgslaw.com> wrote:

Gentlemen,

Mike asked me to look into the pavers issue. Both lots are subject to two overlapping, platted easements along their rear property lines that run in favor of the District: (1) a 5.25’-wide Private Drainage/Access and Seawall Easement (the “Seawall Easement”) and (2) a 15.25’-wide Tieback Easement (the “Tieback Easement”).

I spoke with Greg this afternoon and he confirmed that the pavers are installed within the Seawall Easement, which based upon the plat is intended to facilitate (1) drainage, (2) ingress and egress access for pedestrians and equipment, and (3) installation, ownership, maintenance, and operation of a seawall or concrete wall.
While the pavers do not pose a problem in terms of items (2) and (3), they do pose drainage problems (i.e. they create impervious surface area adjacent to the seawall and do not permit the area to drain as planned/designed). Because the pavers adversely impact at least one important purpose of the Seawall Easement, the District would be well within its legal rights to both require that they be removed by the homeowner, and to prohibit their reinstallation.

Note that this would be in addition to whatever jurisdiction the ARC could have – ordinarily, exterior modifications to structures (including “paving” and “site paving,” see definition of “Structure” in the Decs and MARC 1.3 regarding “Scope”) require ARC approval, but I do not know how pavers have been addressed, if at all, by the ARC. It may be possible that they don’t consider removable pavers to be “paving.” In any case, my point is just to note that in addition to violating the District’s rights in the Seawall Easement, there could be ARC violations at play.

I also do not know how this or similar issues have been addressed by the District in the past, if at all. When we spoke, Greg suggested this may be the first time this issue has come up. It seems to me that the District needs to first decide how it wants to approach this issue community-wide, to avoid creating an inequitable situation where the District prohibits reinstallation at 444 and 446 Islebay Drive, but then does not require removal of installed pavers at other properties. Are we talking about pavers at a few lots, or at a great number of lots? Once the District has decided on a global approach, it then needs to decide how and when to communicate that decision to the community.

I’m available for an individual or conference call next week if anyone would like to discuss. Thanks.
Tab 6
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Amount</th>
<th>Seawall Repair Status</th>
<th>Claim Status</th>
<th>District Engineer Inspection Status</th>
<th>Current Ownership</th>
</tr>
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<tbody>
<tr>
<td>Cirillo</td>
<td>501 Mirabay Blvd.</td>
<td>$18,199.00</td>
<td>Section I - Priority B</td>
<td>7/12/18 - resident submitted intake form 7/25/18 - resident submitted insurance docs</td>
<td>10/1/18 - Inspection report completed</td>
<td>Board - needs to review claim at meeting</td>
</tr>
<tr>
<td>Miller</td>
<td>5705 Tortoise Pl.</td>
<td>$19,021.00</td>
<td>Repaired</td>
<td>7/31/18 - resident sent intake form but incomplete insurance 8/1/18 - resident sent full insurance policy</td>
<td>10/1/18 - Inspection report completed</td>
<td>Board - needs to review claim at meeting</td>
</tr>
<tr>
<td>Williams</td>
<td>439 Mirabay Blvd.</td>
<td>$18,567.00</td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol 1/23/18 - resident sent intake form but no insurance 1/28/18 - received insurance documents 3/15/18 - Board approved settlement amount of $18,567 3/22/18 - sent settlement agreement to resident</td>
<td>2/5/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Oliszewski</td>
<td>5705 Sea Turtle Pl.</td>
<td>$52,398.00</td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol 1/22/18 - resident sent intake form but no insurance 3/15/18 - Board approved settlement amount of $52,398 3/22/18 - sent settlement agreement to resident</td>
<td>2/5/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Nicholson</td>
<td>432 Islebay Dr.</td>
<td>$11,150.00</td>
<td>Section I - Priority A</td>
<td>6/23/17 - requested homeowners’ insurance from resident, resident will not submit homeowners’ claim and they are named on the litigation 10/12/17 - sent follow-up to resident for insurance policy 10/23/17 - sent additional request for insurance policy 1/18/18 - settlement amount approved by the Board 1/23/18 - sent settlement agreement to resident</td>
<td>12/5/17 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Law</td>
<td>5720 Sea Turtle Pl.</td>
<td>$15,150.00</td>
<td>Emergency</td>
<td>11/15/17 - received intake form and insurance documents 2/8/18 - BOS approved settlement of $15,150 2/19/18 - sent settlement agreement to resident</td>
<td>12/5/17 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
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<tr>
<td>Lilly</td>
<td>435 Mirabay Blvd.</td>
<td>$14,973.00</td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol 2/1/18 - resident sent intake form, needs to send insurance 2/19/18 - resident sent insurance docs 4/30/18 - engineer inspection report completed 6/21/18 - Board approved settlement offer 6/28/18 - sent settlement agreement to resident</td>
<td>4/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Warner</td>
<td>611 Islebay Dr.</td>
<td>$15,095.00</td>
<td>Section I - Priority B</td>
<td>2/19/18 - received intake form, requested insurance docs 3/6/18 - received insurance 3/12/18 - insurance incomplete, resident to send entire policy 3/13/18 - insurance docs submitted 4/30/18 - engineer inspection report completed 6/21/18 - Board approved settlement offer 6/28/18 - sent settlement agreement to resident</td>
<td>4/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<td>McKelligott</td>
<td>433 Mirabay Blvd.</td>
<td>$15,955.00</td>
<td>Section I - Priority B</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have not received completed forms from resident 10/12/17 - sent intake form and protocol to the resident 1/28/18 - received intake form from resident, need insurance 2/19/18 - received insurance docs from resident 5/6/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident</td>
<td>5/6/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>O'Leary</td>
<td>450 Islebay Dr.</td>
<td>$11,625.00</td>
<td>Section I - Priority A</td>
<td>4/20/18 - resident sent intake form, but no insurance 5/11/18 - resident sent insurance docs 5/30/18 - engineer inspection report completed 7/19/18 - Board approved settlement offer 7/25/18 - sent settlement agreement to resident</td>
<td>5/30/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Lamardo</td>
<td>5703 Tortoise Pl.</td>
<td>$23,769.00</td>
<td>Repaired</td>
<td>5/25/18 - resident submitted intake form and insurance 7/2/18 - engineer inspection report completed 8/16/18 - Board approved settlement offer 8/20/18 - resident to confirm ownership of property 8/27/18 - sent settlement agreement to resident</td>
<td>7/2/18 - inspection report completed</td>
<td>Resident - needs to sign settlement agreement</td>
</tr>
<tr>
<td>Kelly</td>
<td>511 Islebay Dr.</td>
<td>$23,600.00</td>
<td>Repaired</td>
<td>4/24/17 - revised settlement agreement sent to resident, have not received signed settlement agreement from resident 1/18/18 - BOS directed staff to rescind settlement agreement</td>
<td>N/A</td>
<td>Resident - received letter to rescind offer, waiting on response</td>
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<tr>
<td>Vickers</td>
<td>415 Islebay Dr.</td>
<td>Repaired</td>
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<td>10/12/17 - received intake form from resident, requested proposals and insurance documents from resident 6/14/18 - resident sent incomplete insurance policy 7/31/18 - resident sent full insurance policy</td>
<td>10/1/18 - Inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
</tr>
<tr>
<td>Smith</td>
<td>429 Mirabay Blvd.</td>
<td>Section I - Priority B</td>
<td>7/25/18 - resident sent intake form but no insurance docs 6/14/18 - resident sent insurance docs</td>
<td>10/1/18 - Inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
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<tr>
<td>Keener</td>
<td>5723 Tortoise Pl.</td>
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<td>4/13/18 - sent intake form and protocol to resident 4/16/18 - resident sent intake form but no insurance docs 9/17/18 - resident sent incomplete insurance docs 9/20/18 - resident sent full insurance policy</td>
<td>10/12/18 - Inspection report completed</td>
<td>Claims adjuster - needs to schedule inspection</td>
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<tr>
<td>Lacey</td>
<td>5626 Skimmer Dr.</td>
<td>Section I - Priority B</td>
<td>12/6/17 - sent intake form and protocol to resident 12/28/17 - sent request to resident for insurance docs</td>
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<td>Resident - needs to submit insurance docs</td>
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<tr>
<td>Owens</td>
<td>5717 Sea Trout Pl.</td>
<td>Repaired</td>
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<td>8/21/17 - requested homeowners' insurance policy from resident 10/12/17 - sent follow-up to resident for insurance policy</td>
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<td>Resident - needs to submit insurance docs</td>
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<tr>
<td>Pullara</td>
<td>5621 Skimmer Dr.</td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol 8/27/18 - resident sent intake, needs to submit insurance</td>
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<td>Resident - needs to submit insurance docs</td>
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<tr>
<td>Seibert</td>
<td>5725 Sea Turtle Pl.</td>
<td>Repaired</td>
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<td>9/5/18 - resident sent intake form but no insurance docs 10/16/18 - resident sent incomplete insurance docs</td>
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<td>Resident - needs to submit insurance docs</td>
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<tr>
<td>Parry</td>
<td>5617 Seagrass Pl.</td>
<td>Section I - Priority B</td>
<td>5/8/17 - sent copy of protocol and contractor list to resident, have not received completed forms from resident 10/12/17 - sent updated intake form and protocol to the resident</td>
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<td></td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<tr>
<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<td>Kirbach</td>
<td>440 Islebay Dr.</td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
<td></td>
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</tr>
<tr>
<td>Jaehne</td>
<td>509 Islebay Dr.</td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<tr>
<td>Baker</td>
<td>521 Islebay Dr.</td>
<td>Section I - Priority A</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<tr>
<td>Hess</td>
<td>617 Balibay Rd.</td>
<td>Section II/III</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<td>Weber</td>
<td>5628 Skimmer Dr.</td>
<td>Section I - Priority B</td>
<td>11/7/17 - sent previous intake form and documents to counsel 12/28/17 - sent letter to resident to use new protocol</td>
<td>Resident - needs to submit intake form and insurance docs</td>
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<tr>
<td>Preston</td>
<td>5704 Sea Trout Pl.</td>
<td>Section I - Priority B</td>
<td>11/15/17 - sent intake form and protocol to resident</td>
<td>Residential - needs to submit intake form and insurance docs</td>
<td></td>
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<tr>
<td>Cavin</td>
<td>601 Islebay Dr.</td>
<td>Section I - Priority B</td>
<td>12/6/17 - sent intake form and protocol to resident</td>
<td>Residential - needs to submit intake form and insurance docs</td>
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<tr>
<td>Norstrem</td>
<td>5711 Sea Trout Pl.</td>
<td>$44,720.63</td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
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<tr>
<td>Carter</td>
<td>513 Islebay Dr.</td>
<td>$23,600.00</td>
<td>3/20 - all completed, check mailed to resident</td>
<td>N/A</td>
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<tr>
<td>Goldstone</td>
<td>5714 Tortoise Pl.</td>
<td>$10,000.00</td>
<td>10/5 - requested homeowners' insurance claim form resident, resident responded with issues, email forwarded to MPD Legal 10/12 - sent follow-up to resident for insurance policy 10/16 - resident sent insurance documents 11/16 - BOS approved settlement of $10,000 11/21 - settlement agreement to resident 12/14 - settlement agreement signed 1/15 - all completed, check mailed to resident</td>
<td>4/26 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Henley</td>
<td>5713 Tortoise Pl.</td>
<td>$27,600.00</td>
<td>9/28 - claim approved, awaiting signed settlement form from resident, 10/10 - agreement signed, waiting on signed requisition 11/2 - all completed, check mailed to resident</td>
<td>4/27 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Kayat</td>
<td>5725 Sea Trout Pl.</td>
<td>$9,650.00</td>
<td>8/21 - requested homeowners' insurance policy from resident 10/12 - sent another follow-up to resident for insurance policy 10/23 - resident sent insurance documents 11/16 - BOS approved settlement of $9,650 11/21 - sent settlement agreement to resident 12/14 - settlement agreement signed 1/15 - all completed, check mailed to resident</td>
<td>4/16 - inspection report completed</td>
<td>COMPLETED</td>
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<tr>
<td>Gibbons</td>
<td>5710 Sea Turtle Pl.</td>
<td>$30,867.00</td>
<td>8/21 - requested homeowners' insurance claim from resident, resident provided homeowners' insurance denial letter 10/12 - sent follow-up to resident for insurance policy 10/14 - resident sent insurance documents 12/14 - settlement amount approved by the Board 1/3 - settlement agreement to resident 1/31 - settlement agreement signed 3/12 - all completed, check mailed to resident</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>Name</td>
<td>Address</td>
<td>Amount</td>
<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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<td>Gao</td>
<td>572 Tortoise Pl.</td>
<td>$10,750.00</td>
<td>8/21 - requested homeowners' insurance policy from resident</td>
<td>10/12 - sent follow-up to resident for insurance policy</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>10/13 - resident sent insurance documents</td>
<td>12/14 - settlement amount approved by the Board</td>
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<td>1/3 - sent settlement agreement to resident</td>
<td>12/14 - settlement amount approved by the Board</td>
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<td>1/18 - settlement agreement signed</td>
<td>1/3 - sent settlement agreement to resident</td>
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<td>2/16 - all completed, check mailed to resident</td>
<td>2/16 - all completed, check mailed to resident</td>
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<tr>
<td>Lawson</td>
<td>523 Islebay Dr.</td>
<td>$32,794.00</td>
<td>10/12 - sent intake form and protocol to resident</td>
<td>10/14 - resident sent insurance documents</td>
<td>11/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>12/14 - settlement amount approved by the Board</td>
<td>1/3 - sent settlement agreement to resident</td>
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<td>1/23 - received incomplete settlement agreement</td>
<td>12/14 - settlement amount approved by the Board</td>
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<td>2/1 - settlement agreement fully executed</td>
<td>1/3 - sent settlement agreement to resident</td>
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<td>3/12 - all completed, check mailed to resident</td>
<td>2/1 - settlement agreement fully executed</td>
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<tr>
<td>Taylor</td>
<td>5713 Sea Trout P</td>
<td>$11,150.00</td>
<td>10/30 - resident sent intake form and insurance documents</td>
<td>1/18 - settlement amount approved by the Board</td>
<td>12/5 - inspection report completed</td>
<td>COMPLETED</td>
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<td>1/23 - sent settlement agreement to the resident</td>
<td>1/28 - settlement agreement fully executed</td>
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<td>3/23 - requisition signed</td>
<td>3/29 - all completed, check mailed to resident</td>
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<td>Name</td>
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<td>Seawall Repair Status</td>
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<tr>
<td>Sheikh</td>
<td>5727 Sea Turtle Pl.</td>
<td>$10,600.00</td>
<td>10/23 - sent intake form and protocol to resident&lt;br&gt;11/7 - resident sent intake form but did not submit the complete insurance policy documents&lt;br&gt;11/17 - resident sent insurance documents&lt;br&gt;1/18 - settlement amount approved by the Board&lt;br&gt;1/23 - sent settlement agreement to resident&lt;br&gt;3/15 - settlement agreement fully executed&lt;br&gt;3/29 - requisition signed&lt;br&gt;4/4 - all completed, check mailed to resident</td>
<td>12/5 - inspection report completed</td>
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<td>COMPLETED</td>
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<tr>
<td>Diana</td>
<td>527 Islebay Dr.</td>
<td>$49,835.00</td>
<td>8/21 - requested homeowners’ insurance policy from resident&lt;br&gt;10/12 - sent follow-up to resident for insurance policy&lt;br&gt;10/23 - sent additional request to resident for insurance policy&lt;br&gt;1/18 - settlement amount approved by the Board&lt;br&gt;1/23 - sent settlement agreement to resident&lt;br&gt;3/26 - settlement agreement fully executed&lt;br&gt;4/27 - all completed, check mailed to resident</td>
<td>12/5 - inspection report completed</td>
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<td>COMPLETED</td>
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<td>Gao</td>
<td>526 Islebay Dr.</td>
<td>$12,000.00</td>
<td>11/7 - sent previous intake form and documents to counsel&lt;br&gt;12/28 - sent intake form and insurance docs to counsel&lt;br&gt;3/15 - Board approved settlement amount of $12,000&lt;br&gt;3/22 - sent settlement agreement to resident&lt;br&gt;4/16 - settlement agreement fully executed&lt;br&gt;5/10 - requisition signed&lt;br&gt;5/16 - all completed, check mailed to resident</td>
<td>1/10 - inspection report completed</td>
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<td>COMPLETED</td>
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<tr>
<td>Bennett</td>
<td>5611 Skimmer Dr.</td>
<td>$52,398.00</td>
<td>10/12 - received intake form and proposals from resident, requested insurance documents from resident&lt;br&gt;10/13 - resident sent insurance documents&lt;br&gt;12/14 - settlement amount approved by the Board&lt;br&gt;1/3 - sent settlement agreement to resident&lt;br&gt;3/15 - Board approved new settlement amount of $52,398&lt;br&gt;3/22 - sent settlement agreement to resident&lt;br&gt;5/14 - settlement agreement fully executed&lt;br&gt;6/18 - requisition signed&lt;br&gt;6/21 - all completed, check mailed to resident</td>
<td>11/7 - inspection report completed</td>
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<td>COMPLETED</td>
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<tr>
<td>Woodard</td>
<td>517 Islebay Dr.</td>
<td>$12,500.00</td>
<td>8/22 - requested homeowners’ insurance claim from resident, resident will not submit homeowners’ claim&lt;br&gt;10/12 - sent follow-up to resident for insurance policy&lt;br&gt;10/20 - resident sent insurance documents&lt;br&gt;12/14 - settlement amount approved by the Board&lt;br&gt;1/3 - sent settlement agreement to resident&lt;br&gt;5/21 - sent updated settlement agreement to resident&lt;br&gt;5/25 - settlement agreement fully executed&lt;br&gt;6/18 - requisition signed&lt;br&gt;6/22 - all completed, check mailed to resident</td>
<td>11/7 - inspection report completed</td>
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<td>COMPLETED</td>
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<td>Name</td>
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<td>Seawall Repair Status</td>
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<td>Krumme</td>
<td>5624 Skimmer Dr.</td>
<td>$13,250.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>12/28 - sent letter to resident to use new protocol</td>
<td>3/27 - inspection report completed</td>
<td>COMPLETED</td>
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<td>1/23 - resident sent photos but no intake form or insurance</td>
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<td>1/28 - resident sent intake form but no insurance docs</td>
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<td>2/5  - resident sent insurance docs</td>
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<td>2/22 - engineer inspection completed</td>
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<td>3/27 - engineer inspection report completed</td>
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<td>5/17 - settlement amount approved by the Board</td>
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<td>5/21 - settlement agreement sent to resident</td>
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<td>6/18 - settlement agreement fully executed</td>
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<td>6/21 - requisition signed</td>
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<td>6/26 - all completed, check mailed to resident</td>
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<tr>
<td>Bufkin</td>
<td>525 Islebay Dr.</td>
<td>$16,360.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>12/28 - sent letter to resident to use new protocol</td>
<td>3/27 - inspection report completed</td>
<td>COMPLETED</td>
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<td>2/20 - resident sent intake form and insurance</td>
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<td>2/27 - engineer inspection completed</td>
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<td>3/27 - engineer inspection report completed</td>
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<td>5/17 - settlement amount approved by the Board</td>
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<td>5/21 - settlement agreement sent to resident</td>
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<td>6/18 - settlement agreement fully executed</td>
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<td>6/21 - requisition signed</td>
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<td>6/26 - all completed, check mailed to resident</td>
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<tr>
<td>Hodgskin</td>
<td>5710 Tortoise Pl.</td>
<td>$12,325.00</td>
<td>2/19 - received intake form, requested insurance docs</td>
<td>3/6 - received insurance</td>
<td>4/30 - inspection report completed</td>
<td>COMPLETED</td>
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<td>3/12 - insurance docs insufficient, resident to send entire policy</td>
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<td>3/22 - resident re-sent full insurance policy</td>
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<td>4/30 - engineer inspection report completed</td>
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<td>6/21 - Board approved settlement offer</td>
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<td>7/12 - settlement agreement fully executed</td>
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<td>7/26 - all completed, check mailed to resident</td>
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<tr>
<td>Smolenski</td>
<td>539 Islebay Dr.</td>
<td>$12,325.00</td>
<td>11/7 - sent previous intake form and documents to counsel</td>
<td>12/28 - sent letter to resident to use new protocol</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>1/17 - resident sent intake form, DM requested insurance</td>
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<td>3/28 - resident sent insurance docs</td>
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<td>5/6 - engineer inspection report completed</td>
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<td>6/21 - Board approved settlement offer</td>
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<td>7/12 - settlement agreement fully executed</td>
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<td>7/26 - all completed, check mailed to resident</td>
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<td>Constantinou</td>
<td>5724 Sea Trout Pl.</td>
<td>$11,375.00</td>
<td>3/21 - sent intake form and protocol to resident</td>
<td>3/27 - resident sent intake form and photos, but no insurance</td>
<td>5/6 - inspection report completed</td>
<td>COMPLETED</td>
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<td>3/30 - resident sent insurance docs</td>
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<td>5/6 - engineer inspection report completed</td>
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<td>7/26 - all completed, check mailed to resident</td>
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<td>Seawall Repair Status</td>
<td>Claim Status</td>
<td>District Engineer Inspection Status</td>
<td>Current Ownership</td>
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| Stumpf   | 609 Islebay Dr.   | $15,095.00 | 3/29 - resident sent intake form and insurance docs  
5/6 - engineer inspection report completed  
6/21 - Board approved settlement offer  
6/28 - sent settlement agreement to resident  
7/19 - settlement agreement fully executed  
8/23 - all completed, check mailed to resident | 5/6 - inspection report completed | COMPLETED |
<table>
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<tr>
<th>Name</th>
<th>Address</th>
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<th>Seawall Repair Status</th>
<th>Claim Status</th>
<th>District Engineer Inspection Status</th>
<th>Current Ownership</th>
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</table>
| Sardino | 5608 Skimmer Dr. | $12,325.00   | Repaired              | 6/7/18 - resident submitted intake form but insurance documentation was insufficient  
|        |                  |              |                       | 6/13/18 - resident sent insurance docs  
|        |                  |              |                       | 7/2/18 - engineer inspection report completed  
|        |                  |              |                       | 8/16/18 - Board approved settlement offer  
|        |                  |              |                       | 8/20/18 - sent settlement agreement to resident  
|        |                  |              |                       | 9/21/18 - settlement agreement fully executed  
|        |                  |              |                       | 10/10/18 - all completed, check mailed to resident  
|        |                  |              |                       | 7/2/18 - inspection report completed                                                      | COMPLETED   |

TOTAL PAID $518,908.63  
TOTAL UNPAID $239,502.00  
GRAND TOTAL $758,410.63
August 23, 2018
Rizzetta & Company
John R Toborg – Sr. Field Services Manager
MiraBay Club

General Updates, Recent & Upcoming Maintenance Events

- During the month of September, all Celebration Bermudagrass shall receive an application of 16-0-8 fertilizer and during the month of October, all Celebration Bermudagrass & St. Augustine turf shall receive an application of 16-0-8 fertilizer.

- What is the status of the replacement of Snowbush on the MiraBay median? Several months ago, a large bed began to decline and was ultimately cut to the ground. I was told the cause was an infestation of a worm and that the Snowbush would be replaced. Since then, another large bed has died leaving two very large empty beds of dead/dying plants. When will these be replaced and what will they be replaced with? Has the insect been eradicated?

- Crews need to make sure they remove the epicormic sprouts produced after the recent structural pruning of the CDD Oaks throughout the community.

- All requested proposals are listed at the end of this report.

The following are action items for Lee Te Kim Lawn Care & Nursery to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. **Blue** indicates irrigation.

1. The Arboricola could stand to be trimmed a bit more on the side of the pool bridge to allow full access to staircase.

2. Diagnose the browning of the Juniper adjacent to the pool slide and elsewhere and treat accordingly … Spider Mite, Twig Blight? Trim out brown.

3. Crews need to be much more cognizant regarding the ripening of the Medjool dates and make sure they are removed prior to development and that tarps are used during the pruning process. We do not want another severe staining event we experienced earlier this year.

4. Maintain a consistent height on the hedge line adjacent to the parking lot fence of Anchor Cove.

5. As plants decline around the perimeter of the MB Club (Ti, Mammy Crotons, etc..) they should be removed.

6. Visibility is partially blocked existing MH onto MB Blvd. toward US 41.

6. Diagnose the cause of the dead Podocarpus to the west of the fountain in front of the MB Club. Is the area too soggy? Was there a chlorine spill? This needs to be removed and replaced. (Pic 6)

7. Are the Dwarf India Hawthorn between the MB Club lawn and parking lot being inspected for Chili Thrip and treated, if present? These plants continue to thin.

8. Although not a CDD-maintained area, the MB Welcome Center’s center parking lot median is overgrown near Manns Harbor and blocks
14. Why are a lot of the Mammy Croton defoliating along Manns Harbor?

15. We need to ensure that the sidewalks over Manns Harbor bridge are being kept clear of plants and mulch. It actually may require these sidewalks to be dug out as even dirt from the mounded beds is covering the edges.

16. Remove dead growth from the Daylilies on Manns Harbor bridge.

17. Many of the Bismarck Palms are developing very large stalks of ripe fruit which need to be removed.

18. Lift the Oaks on either side of the inbound gates at the Manns Harbor Gatehouse a minimum of 14.5’.

19. Although these palms are self-cleaning, the dead fronds are from winter freezes as opposed to natural senescence. It may be a while before these fronds fall. Does the BOS wish to have these removed at this time. (Pic 19)

20. Remove weeds from the Fakahatchee Grass bed on the berm exiting the MH Gatehouse.

21. There is still a dead Sabal Palm near the Irrigation Pump & Well between US 41 & MH that needs to be flush cut. (Pic 21>)

22. Remove suckers from Crapes on the club side of the Manns Harbor bridge.

23. Remove Nutsedge from Juniper in the beds at MH Bridge leading to MB Blvd.

24. Delineate Purple Trailing Lantana from all surrounding plants at the intersection of MH & MB Blvd.
25. On the MB Blvd. median near the intersection of MH, trim the Var. Dwarf Asian Jasmine to behind the curb and also delineate it from the surrounding Juniper.

26. As mentioned in the summary, we’ve lost two large beds of Snowbush on the MB Blvd. median. These are shown below. There are more at the inbound MB Blvd. pedestrian gate and behind inbound sidewalk (Pics 26a & b)

27. Trim down Loropetalum on the inbound MB Blvd. lanes past the pedestrian gate.

28. On the MB Blvd. median, inbound a the intersection of MH, why are the Mammy Crotons here also defoliating? Is it the same insect that infested the Snowbush? What is being done to treat this?

29. Remove vines from the Tennis Court fencing behind the large bed of Split-Leafs.

30. Kim’s Nursery needs to make sure they are cutting wetland material back along the north side of the tennis courts in order for them to mow properly. (Pic 30)

31. The sump on the NE side of the tennis courts has not been mowed in some time and is currently about 18” tall.

32. Replace a dead Podocarpus on the NW side of the Tennis Center restroom facilities.

33. The annuals at the median tip of Gulf & Sea were requested to be replaced, but at the time of this inspection, none had been. (Pic 33>)

34. Item #35 in the May 2017 report requested a proposal to fill in the bare spots of Variegated Dwarf Asian Jasmine in the median in front of the MB Blvd. Gatehouse. This proposal was approved some time after September 2017. Standard (dark green) Dw. Asian Jasmine were installed, however, and do not match. These need to be changed out. (Pic 34>
38. Regarding the dying Pines (mostly on the US 41 Berm), is Kim’s Nursery applying any type of systemic insecticide on surrounding Pines as a preventative?

39. Detail the beds at and surrounding the Lift Station area on MH prior to the triangular lawn approaching the entrance of Bay Breeze. Remove dead plant material.

40. Vehicular damage continues to be a serious issue on many of the cul-de-sacs in the community damaging plant material and probably irrigation. This particular photo was taken at Loon Nest. Remove damaged plant material and inspect for irrigation damage. (Pic 40)

35. On the same median as above, remove weeds from curb and gutter expansion joints and make sure mulch & other debris is blown back into the median. Delineate the Jasmine from the Snowbush in this median.

36. Diagnose why we are losing several limbs on the Oak at the double check valve at the north corner of the MB Club lawn. (Pic 36>)

37. Remove dead Hawthorn between Anchor Cove parking lot and lawn.

41. Clear a “No Outlet” sign at Fishersound & MH.
42. A majority of the tree rings along the MH side of the berm are loaded with suckers that need to be removed.

43. Most of the Fakahatchee Grass beds along the US 41 side of the berm are turning brown probably due to Spider Mite. These need to be diagnosed and treated appropriately and then cut to a low mound.

44. Also along Villemaire, ornamental grass beds are turning brown but are also weedy.

45. Remove palm trunk that was left behind on Villemaire in the vicinity of the MH Lift Station and detail the beds here as well as trim dead fronds.

46. Make sure area east of Admiral Point is being mowed on a weekly basis, but also make sure the double zigzag row of trees are being maintained as well as the tree rings. (Pic 46)

47. Although little can be done regarding the ferns encroaching into the Gold Mound along the Admiral Pointe frontage (ferns spread voraciously), the Gold Mound should be kept at a lower height as it is approaching the top of the perimeter wall. (Pic 47)

48. The landscape plant beds around the AP clubhouse need to have some detailing and delineation take place as plants are growing into each other. There should be a “terraced” effect. The end of the parking lot also needs to be cleaned up.

49. Make sure the entire CDD-maintained area on the east side of Coastal Scene is mowed at the same time. It appears the lower area has been mowed quite low, but the upper area was left unmowed. This actually curves to right and is adjacent to a homeowner’s sideyard. Improve sidewalk hard edging in this area also.

50. The dead end of Coastal Scene also needs to be cleaned up like the AP parking lot.

51. Either remove the hanging tree straps on the SE leg of Admiral Pointe Dr. or install new ones.
52. There is more vehicular damage on the Skimmer cul-de-sac.

53. The tops of the Sylvester Palms on the south cul-de-sac of Golden Isle Dr. in Sea Crest have shown symptoms of Boron deficiency off and on for years (dwarfed, stunted crowns, among others. I recommend periodic applications of 8-2-12+4Mg fertilizer throughout the year. This is referred to as “Palm Special” and contains accurate amounts of minor nutrients such as Magnesium, Manganese and Boron.

54. The fourth Oak past Ibisview on MB Blvd. also has a few dying limbs. Please include this inspection with the Oak in the MB Club lawn and diagnose the cause. (Pic 54)

55. Make sure palms on the right side of the driveway entering the Landing Park are kept off the driveway.

56. Many of the interior beds in the Landing Park have all grown together and it is difficult to tell the difference. These need to be selectively pruned and delineated.

57. Remove dead material from the Tabebuia past the Landing Park ramp gate. Cut back the Crown of Thorns here also.

58. There still remains a lot of brown Juniper on Beacon Sound. Treat and trim out brown.

59. A fair amount of fern material that volunteers in the boots of palms is attractive when limited to the tops of the trunks, however, several of the palms at the MB Blvd. roundabout are inundated quite low with not only ferns but other invasive type materials (small trees) that need to be removed.

60. Diagnose, and treat accordingly, the cause of more dying Tree Ligustrum limbs on the rear bank of the pond between MB Blvd and Balibay Road. It also appears this pond bank has been missed at mowing for a while. (Pic 60)

61. More damage on the rear of the cul-de-sac at MiraBay Blvd. (Pic 61>)

62. Remove fruit pods as well as dead fronds from the palms at MB Blvd. & Balibay cul-de-sacs as well as at the Boat Lift.
63. There is more damage to the Tybee Island cul-de-sac in addition to browning Juniper that should be treated and trimmed.

64. **There is more cul-de-sac damage at Tortoise Place. Would the BOS like to solicit proposals to refurbish the damaged cul-de-sacs where no homebuilding is taking place?**

65. Kim’s Nursery to diagnose the extreme deterioration of the Juniper on the back side of the Sea Trout cul-de-sac. Treat accordingly and provide a diagnosis. (Pic 65)

66. The wetland material on the south side of Islebay needs to be cut back so the sign column can be seen entering Marsh Isle. (Pic 66)
1. Remove the two East Palatka Hollies outside the club manager’s office within the pool area and replace with two (2) 12’-14’ CT Foxtail Palms.

2. Replace the Roebellini Palm and Crown of Thorns in the raised planter on the inbound front of the Manns Harbor Gatehouse to match the planter on the outbound side. (Pic 2)

3. Grade this area on the pond bank leading to the MH Guardhouse and install new Celebration Bermudagrass. (Pic 3)

4. Provide a proposal to infill bare spots along the Manns Harbor sidewalk with Dwarf India Hawthorn. 3 Gal. FULL plants. Pin drip tubing below mulch.

5. Provide a proposal to remove and replace this Majestic Beauty Hawthorn Standard on the MH Bridge leading to MB Blvd. This plant has been trailing behind its counterpart on the right for years. (Pic 5)

6. The last Medjool before the entrance to the tennis center has declined beyond the point of being able to revive it and should be flush cut and removed. (Pic 6)

7. Provide a proposal to remove the dead Foxtail Palm at the NW corner of the tennis courts and replace with matching species and size. (Pic 7)

8. There are approximately four dead Pines behind the sump along MH between Point Harbor & Brighton Shore Dr. that need to be removed. (Pic 8)
9. There are four more dead Pines continuing on MH just past the first intersection of Brighton Shores across from 505 MH. These need to be flush cut. (Pic 9)

10. Provide a proposal to remove and replace a dead Foxtail Palm at the corner of the AP Clubhouse with like species and size. (Pic 10)

11. The Bismarck on the north side of Ibisview that exhibited signs of decline several months ago rebounded after drenchings to treat Giant Palm Weevil. In fact, the palm was still in good shape in May. However, in late June the tree died and Kim’s Nursery removed the crown. We need to have a proposal to flush cut this palm trunk. (Pic 11)

12. Requesting a proposal to re-grade the rear pond banks on the north and south ponds just before the MB Blvd. roundabout and replace Bahia turf as required. Proposal should also include the removal of all partial or broken Tree Ligustrum and their replacement with a 45 Gal. multi-trunk Tree Ligustrum. Proposal should also include all irrigation retrofitting. (Pic 12)
09-17-18

Field Inspection Report Responses

1. Will trim pool Trinnette
2. Will trim pool Juniper and remove dead, treated 08-28
4. This is maintained by Anchor Coves Landscaping Company
6. Will remove dead Podocarpus - Possible cause is chlorine, no insects found
7. This has been treated 5 times and the plants are 16 years old
8. Terabrook maintained area
14. Treated 08/28/18 and starting to show improvement
15. All beds needed to be edged and some of the old mulch removed along edges before new mulch was installed, no communication as to when the mulch was being installed was ever communicated. This will be an ongoing issue.
16. Dead flower growth from Day Lilly's will be trimmed
17. Bismarck seeds pods will be trimmed as part of the next trimming
19. The dead fronds should not be removed from self-shedding palms because the weight of these dead fronds before they shed assist in opening the crown for new fronds
20. This has been completed and part of ongoing maintenance
21. Noted
22. This is part of ongoing maintenance
23. This has been completed and is part of ongoing maintenance
24. This will be completed
25. This will be completed and is part of ongoing maintenance
26. These plants are 15 years old and are out of warranty
27. This will be completed and is part of ongoing maintenance
28. Treated 08/28/18 and starting to show improvement
29. This has been completed and is part of ongoing maintenance
30. This is part of the Wetlands/Woodlands that we do not maintain, a proposal was submitted for the trimming of this over a year ago
31. Will investigate

32. Out of warranty, will remove dead plant during ongoing maintenance

33. This is not an annual zone, installing jasmine is our suggestion

34. We will change out the jasmine to match

35. This will be completed and is part of ongoing maintenance

36. This appears to be Diplodia

37. The dead Indian Hawthorne will be removed

38. Insects are not killing these pines, this was diagnosed by Arborist Richard Bailey as Girdling Root

39. This will be trimmed and is part of ongoing maintenance

40. This will be trimmed and the dead plant material from construction will be removed during ongoing maintenance

41. This will be trimmed and is part of ongoing maintenance

42. This will be completed and is part of ongoing maintenance

43. This has been completed and is part of ongoing maintenance

44. This has been completed and is part of ongoing maintenance

45. This has been removed

46. This will be completed

47. Noted, this will be completed during ongoing maintenance

48. This will be completed and is part of ongoing maintenance

49. This picture was taken when it was freshly weed whacked because it was too wet to mow

50. This will be completed and is part of ongoing maintenance

51. This will be completed

53. These have been treated 2 times with micro nutrient

54. This appears to be Diplodia

55. This will be trimmed and is part of ongoing maintenance

56. This will be completed and is part of ongoing maintenance

57. This will be completed and is part of ongoing maintenance

58. This has been treated and completed

59. This will be removed and the small tree removal is part of ongoing maintenance
60. This appears to be Botryosphaeria, no known treatment, will trim dead limbs

62. This will be completed and is part of ongoing maintenance

63. This was caused by truck damage, dead plants will be removed during ongoing maintenance

65. This was caused by truck damage, dead plants will be removed during ongoing maintenance

66. This is part of the Wetlands/Woodlands that we do not maintain

Please note: No proposals will be provided at this time
Tab 8
<table>
<thead>
<tr>
<th>Project</th>
<th>Cardno Project Manager</th>
<th>Task</th>
<th>Status</th>
<th>Anticipated Completion Date</th>
<th>Actual Completion Date</th>
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<tbody>
<tr>
<td>Pavement Restoration</td>
<td>Jeremy Runkle, PE</td>
<td>Review Pavement and determine areas that require immediate repair</td>
<td>Complete</td>
<td>5/17/2018</td>
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<td>Manns Harbor and Fishershound Lane</td>
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<td>5/17/2018</td>
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<td></td>
<td>Board Approval for pavement core samples</td>
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<td>5/28/2018</td>
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<td></td>
<td></td>
<td>Evaluate Core Samples</td>
<td>Complete</td>
<td>7/16/2018</td>
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<td>Obtain proposals for roadway repairs</td>
<td>Complete</td>
<td>7/16/2018</td>
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<td>Contract with Paving Company</td>
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<td>Road Repairs Construction</td>
<td>Complete</td>
<td>8/13/18 - 8/15/18</td>
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<tr>
<td>Mangrove Trimming</td>
<td>Drew Sanders</td>
<td>Set meeting with EPC to review permit and trimming options</td>
<td>Not Required</td>
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<td>Obtain Proposals for Trimming Tract C-1</td>
<td>Complete</td>
<td>7/16/2018</td>
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<tr>
<td>Mitigation Area Review</td>
<td>Patrick Boser</td>
<td>Site work completed. Report in progress</td>
<td>Complete</td>
<td>7/16/2018</td>
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<td>Seawall Permitting</td>
<td>Drew Sanders/Greg Woodcock</td>
<td>Meeting with Tampa Port</td>
<td>Complete</td>
<td>5/9/2018</td>
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<td>Submit Request for Extension/Modification to Existing EPC Permit</td>
<td>In Progress</td>
<td>Request Submitted</td>
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<td>SWFWMD Operation and Maintenance</td>
<td>Tom Burke/Greg Woodcock</td>
<td>Permit 18838.004</td>
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<td>6/18/2018</td>
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<td>Certification</td>
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<td>Permit 18838.009 - Meeting with SWFWMD to verify permit inspection area</td>
<td>Set Meeting</td>
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<td>Property Map Preparation</td>
<td>Greg Woodcock</td>
<td>Contact Art Merritt regarding proposal for updated current ownership exhibit. Exhibit was updated April 2018 and Art sent a copy of the ownership exhibit.</td>
<td>Complete</td>
<td>7/11/2018</td>
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<td>Seawall Maintenance Plan</td>
<td>Chris Gamache</td>
<td>Prepare maintenance outline for seawall</td>
<td>Complete</td>
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<td>Meet with Elliot to review scope</td>
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<td>10/10/2018</td>
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<td>Tract C-1 Mangrove Trimming</td>
<td>Greg Woodcock</td>
<td>Obtain proposal for Tract C-1 Mitigation area to be trimmed</td>
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<td>8/10/2018</td>
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<td>Stormwater Repairs</td>
<td>Greg Woodcock</td>
<td>Prepare maintenance reports</td>
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<td>7/8/2018</td>
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<td>Send report to contractors to obtain proposals</td>
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<td>Receive proposals to be approved by the Board</td>
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<td>Seawall Questions and Answers</td>
<td>Chris Gamache</td>
<td>Prepare Responses to Seawall Questions</td>
<td>In Progress</td>
<td>10/18/2018</td>
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<tr>
<td>Dredging Around Dock Structure Summary</td>
<td>Greg Woodcock</td>
<td>Review dredging around docks and provide summary</td>
<td>In-Progress</td>
<td>10/18/2018</td>
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<tr>
<td>444, 446 Isle Bay Void Restoration</td>
<td>Greg Woodcock</td>
<td>Construction Start 10-2-18</td>
<td>Complete</td>
<td>10/4/2018</td>
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Tab 9
## Pool Projects Schedule

### Project Summary

**Date:** October 9, 2018

**Cardno Proj. No.:** 00313-023-10

**Cardno Proj. No.:** 00313-023-10

### Task List

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
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<tbody>
<tr>
<td>1</td>
<td>Task 1</td>
<td>37 days</td>
<td>Wed 5/2/18</td>
<td>Thu 6/21/18</td>
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<tr>
<td>2</td>
<td>Onsite Meeting to define scope</td>
<td>1 day</td>
<td>Wed 5/2/18</td>
<td>Wed 5/2/18</td>
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<tr>
<td>3</td>
<td>Pool Works Updated Proposal</td>
<td>9 days</td>
<td>Wed 5/2/18</td>
<td>Mon 6/4/18</td>
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<td>4</td>
<td>Board Approval of Revised Pool Works Scope</td>
<td>1 day</td>
<td>Thu 6/21/18</td>
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<td>Task 2</td>
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<td>1 day</td>
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<td>Obtain Proposals for Subsurface Repair</td>
<td>13 days</td>
<td>Thu 5/17/18</td>
<td>Mon 6/4/18</td>
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<td>8</td>
<td>Approve Proposal For Repair</td>
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<td>Subsurface Repair Contract and Mobilization</td>
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<td>Pre Construction Meeting</td>
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<td>Thu 8/23/18</td>
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<td>Pool Resurfacing Construction</td>
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<td>Wed 9/5/18</td>
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<td>14</td>
<td>Shut down Filtration System and Demo</td>
<td>13 days</td>
<td>Wed 9/5/18</td>
<td>Fri 9/21/18</td>
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<td>15</td>
<td>Payment - Demo Complete - New Coping Pour</td>
<td>1 day</td>
<td>Fri 9/21/18</td>
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<td>16</td>
<td>Tile Installation &amp; Repour apron at Bench</td>
<td>20 days</td>
<td>Mon 9/17/18</td>
<td>Fri 10/12/18</td>
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<tr>
<td>17</td>
<td>Pool Resurfacing with Hydrazzo</td>
<td>11 days</td>
<td>Fri 10/12/18</td>
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<td>18</td>
<td>Substantial Completion and Final Punch List</td>
<td>24 days</td>
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<td>Task 4 Misc Pool Repairs</td>
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<td>Construction Access Gate Addition</td>
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<td>67 days</td>
<td>Tue 8/21/18</td>
<td>Wed 11/21/18</td>
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<td>Texture Surface on Bridge and Coping</td>
<td>24 days</td>
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Tab 10
June 09, 2018

Harbor Bay Community Development District  
C/O Joe Roethke, Regional District Manager  
207 Point Harbor Lane  
Apollo Beach, FL 33572  

Re: Harbor Bay/Mira Bay – Community Pool Landscape Enhancements  

Dear Mr. Roethke:  

Simply Verde, LLC, (“Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the Harbor Bay Community Development District (“Client”) for providing landscape architectural services for the referenced project. Our project understanding, scope of services, and fees are described below.

PROJECT UNDERSTANDING  

The Scope of Services and Fees described below are based on Simply Verde, LLC providing supporting services to the Client related to landscape architectural services for the Harbor Bay/Mira Bay Club located at 207 Point Harbor Lane, Apollo Beach, FL 33572.

SCOPE OF SERVICES  

TASK I – MIRA BAY CLUB POOL LANDSCAPE ENHANCEMENT PLAN SET  

This task shall include the following services:  

A. Review, locate and document (in the field) all existing vegetation within the pool area (this proposal is limited to only the area within the pool perimeter fence). Existing condition photos will be taken at this time for future reference.  

B. Collect and process up to four (4) soil samples for evaluation of the existing soil to determine existing soil conditions and suggested improvements or amendments if applicable.
C. Attend one (1) initial on-site meeting with Client to obtain input regarding the desired look and needs for the pool area.

D. Evaluate existing landscaping to see what can be salvaged, relocated or needs to be removed because of health conditions/safety concerns or that it is at the end of their lifespan.

E. Prepare one (1) conceptual landscape plan based on feedback provided during the initial meeting on-site that identifies existing plants to remain, to be removed as well as suggested plant palette.

F. Prepare a Conceptual Opinion of Probable Cost (COPC) of the initial conceptual plan.

G. Attend one (1) meeting with the Client to discuss the Mira Bay Club Pool Conceptual Landscape Plan and COPC.

H. Revise and finalize the Mira Bay Club Pool Landscape Enhancement Plan Set and COPC per Client comments. Landscape plan shall include details and specifications (on drawings) including plant specifications, quantities, and locations.

I. Plan will be 36” x 24” at a scale appropriate to the design and in AutoCAD format if the Client provides the base file in CAD. All drawings will be “x” referenced to base information provided by the Client. If a hard copy of the existing site/landscape plan is provided, then the Mira Bay Club Pool Landscape Enhancement Plans will be a hand drawn plan at a size and scale appropriate to the design.

**ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope, as well as any changes in the scope at Client’s request, will be considered additional services and will be performed at our then current hourly rates as we agree prior to their performance. Additional services we can provide include, but are not limited to, the following:

- Revisions to the Pool Landscape Enhancement Plan due to substantial changes in project scope or budget or improvements beyond those identified.
- Formal tree survey and/or evaluation.
- Permitting services
- Irrigation
- Landscape lighting
- Hardscaping
- Areas outside of the pool perimeter fencing
- Attendance at meetings or public hearings beyond those identified.
DELIVERABLES PROVIDED TO CLIENT

Consultant will provide the Client:

1. Three (3) full size hard copy of the Mira Bay Club Pool Landscape Enhancement Plan Set.
2. Mira Bay Club Pool Landscape Enhancement Plan Set in PDF format.

FEE AND BILLING

SimplyVerde, LLC will perform the services described in Tasks 1 of the Scope of Services for a lump sum fee of $6,500.00.

Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost.

Fees will be invoiced monthly based upon the percentage of services completed as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to SimplyVerde, LLC, and the term "the Client" shall refer to Harbor Bay Community Development District, Inc.

SimplyVerde, LLC, in an effort to expedite invoices and reduce paper waste, provides its clients electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested.
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain a copy, and return the original to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

SimplyVerde, LLC

Patricia M. Castellano, RLA, ASLA
Principal/Project Manager

Agreed to this ______ day of _______________, 2018

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, INC.
A Corporation

By: ________________________________

_______________________________
(Print or Type Name)

Title: ________________________________
(Member or Manager, as authorized)

_______________________________
(Email Address)

_______________________________, Witness
(Print or Type Name)
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</tr>
</tbody>
</table>

*These rates are effective through 12/31/2018*
1. **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost.

2. **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
   c. Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
   d. Arrange for access to the site and other private or public property as required for the Consultant to provide its services. By acceptance of this contract the Client/Owner grants the consultant and their sub consultants' permission to access the subject premises.
   e. Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
   g. Provide such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
   h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
   i. Assume all costs incident to the responsibilities of the Client.

3. **Period of Services.** Unless otherwise stated herein, the Consultant will begin work in a timely manner after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be subject to renegotiation.

4. **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
   a. Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration
of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

b. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.

c. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

5. **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting there from. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and their use is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

The Client agrees to credit the Consultant for all Consultant generated images of the project and to identify The Consultant as the landscape architect for said project in all written communications, advertisements and marketing materials.

6. **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

7. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the
Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

8. **Insurance.** The Consultant carries professional liability insurance and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

9. **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, guarantee, or certification express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

10. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and sub consultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and sub consultants, shall not exceed the total compensation received by the Consultant under this Agreement or $5,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors to interpret or perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

11. **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

12. **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to the Consultant for review and Dispute Resolution Negotiation. Should the Dispute Resolution Negotiation prove unsuccessful the Client submit the dispute for mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

13. **Hazardous Substances and Conditions.**
   a. Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediate with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.
   b. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services at which time the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its
services and if Consultant is to conduct testing and evaluations, and the parties may enter into
further agreements as to the additional scope, fee, and terms for such services.
c. If hazardous materials are discovered at the project site the Consultant is not responsible for any
claims resulting from the existence of the materials or for the removal or the additional costs the
removal will necessitate.

14. **Construction Phase Services.**
   a. If the Consultant's services include the preparation of documents to be used for construction and
      the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for
      interpretation of the documents and for construction observation, and the Client waives any claims
      against the Consultant in any way connected thereto.
   b. If the Consultant provides construction phase services, the Consultant shall have no responsibility
      for any contractor's means, methods, techniques, equipment choice and usage, sequence,
      schedule, safety programs, or safety practices, nor shall Consultant have any authority or
      responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the
      purpose of endeavoring to provide the Client a greater degree of confidence that the completed
      work of its contractors will generally conform to the construction documents prepared by the
      Consultant. Consultant neither guarantees the performance of contractors, nor assumes
      responsibility for any contractor's failure to perform its work in accordance with the contract
      documents.
   c. The Consultant is not responsible for any duties assigned to the design professional in the
      construction contract that are not expressly provided for in this Agreement. The Client agrees that
      each contract with any contractor shall state that the contract or shall be solely responsible for job
      site safety and for its means and methods; that the contractor shall indemnify the Client and the
      Consultant for all claims and liability arising out of job site accidents; and that the Client and the
      Consultant shall be made additional insured's under the contractor's general liability insurance
      policy.

15. **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or
    benefits to anyone other than the Client and the Consultant, and all duties and responsibilities
    undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant.
    The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim
    arising out of the performance of services by Consultant, without the written consent of the Consultant.
    The Consultant reserves the right to augment its staff with sub consultants as it deems appropriate
    due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the
    Consultant reserves the right to invoice the Client for fees provided by in-house employees, contract
    employees, or independent sub consultants.

16. **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs
    of the project and to the use by the Consultant of facts, data and information obtained by the
    Consultant in the performance of its services. If, however, any facts, data or information are
    specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care
    to maintain the confidentiality of that material.

17. **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This
    Agreement contains the entire and fully integrated agreement between the parties and supersedes all
    prior and contemporaneous negotiations, representations, agreements or understandings, whether
    written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended
    only by a written document executed by both parties. Provided, however, that any conflicting or
    additional terms on any purchase order issued by the Client shall be void and are hereby expressly
    rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective
to the extent of such unenforceability without invalidating the remaining provisions. The non-
enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it
affect the enforceability of that provision or of the remainder of this Agreement.
DESIGN AND ESTIMATING AGREEMENT

The undersigned Harbor Bay CDD agrees to have BrightView Landscape Services, Inc. perform a Plan View Design, detailed cost estimating and landscape construction and installation for the property located at:

The MiraBay Club - Pool Area
Provided Plan #18-018 Scope of Work

Services shall be as follows:

Phase I – Provide an initial conceptual Plan View drawings that adequately show the basic intent and design criteria of the proposed landscape and/or hardscape project. Along with one or two conceptual Photo Realistic Renderings of the landscape design provided. Including a pictorial plant selection guide for all proposed plant species, if requested. From these conceptual drawing(s), establish the goals, objectives and expectations of the client. Provide a preliminary cost estimate based on those factors. The preliminary estimate will define the basic scope of work of the project, the individual cost disciplines of the project and a budget range for the project as well as various options.

Phase II – Continued design services for the completion of final contract documents, based on client feedback. Landscape services will include (but not be limited to) revisions to the initial landscape and/or hardscape plans, final planting specifications and details, final contract documents ready for construction or use as bid documents. As well as a final cost estimate and proposal for all work proposed therein. This shall include time for travel, phone calls, field and office work as necessary to define costs, specifications, allowances, which may include other options the customer may wish to explore, such as:

(check all requested services)

☒ Photo realistic renderings of project site or select areas (new plantings rendered as overlay onto existing photos).
☐ 3D computer renderings of project site or select areas, to include conceptual of front, rear and side elevation view.
☐ 3D video walk-through of entire conceptual landscape project.
☐ Detailed Irrigation Plan and Zone maps including specifications and details to accompany landscape plans.

Cost of Design Services* $ 3,750.00

June 7, 2018
Date

BrightView Representative Tyler Drew

Client Signature
Print Name(s)

*If BrightView Landscape Services, Inc. is authorized to perform all or a substantial portion (to be determined by BrightView) of the work being proposed, all previously paid Design fees (from Phase I - II) shall be credited towards the final installation cost. If project is to be completed in phases the paid fees will be partially credited towards each phase until completion of the final phase of the project. However, if BrightView is not authorized to perform the installation work for any reason, all previous Design fees paid to BrightView shall be non-refundable.
September 7, 2018

LETTER OF AGREEMENT BETWEEN

Harbor Bay Community Development District  
C/O Joe Roethke, Regional District Manager  
207 Point Harbor Lane  
Apollo Beach, Florida 33572

Hereinafter referred to as the CLIENT

AND

Canin Associates, Inc.  
Urban Planning, Landscape Architecture, Architecture  
500 Delaney Avenue, Suite 404  
Orlando, Florida 32801

Hereinafter referred to as the CONSULTANT or CA

Re: Professional Landscape Architecture Design Services for the Mira Bay Club Pool Area Landscape Enhancement Project located in Apollo Beach, Florida.  
CA Job No. 218-039-10

Dear Mr. Roethke:

In our previous proposal to the Harbor Bay CDD, we proposed holding off on completing any significant landscape improvements until an overall amenity master planning effort could be completed. Recently we were made aware that the CDD will be moving forward with the pool grouting and therefore they would like to consider landscape refurbishment of the pool area as well. We are pleased to provide the proposal for landscape architecture services to achieve that objective.

A. PROJECT UNDERSTANDING

Based on our initial discussions, site visit and subsequent discussions we have prepared this proposal with the following understanding:

- The landscape around Mira Bay Club pool area is in need of refurbishment and enhancement and this proposal is focused on making recommendations for this effort;
- The recommendations will be reflective of long term potential enhancements that may affect short term planting decisions;
- The project will focus on areas within the current pool fence layout, but may include recommendations for fence adjustments;
- CA is not responsible for any fees associated with agency approvals and permitting for the landscape plans; and
- CA is not responsible for any unidentified adverse soil conditions that may affect normal plant health and viability. It is the responsibility of the contractor to notify client of any adverse conditions and proposed soil amendments.
B. SCOPE OF WORK

Landscape Enhancement Plan

- CA will conduct a site visit to document and evaluate the condition and location of the existing plant material and to review potential pool enhancement opportunities. A kick off meeting with the Client will also take place during the site visit to confirm the project objectives, schedule and deliverables.
- CA will prepare one (1) landscape concept plan that will illustrate proposed planting enhancements and potential hardscape enhancements. Plant material to remain will be identified along with species identified for replacement and additions.
- CA will attend one review work session with the CLIENT to review the plan and discuss implementation.
- After the review meeting, CA will adjust the plan per the work session comments and prepare one (1) final landscape enhancement plan set of drawings. Any additional revisions past this final submittal will be considered an additional service.

Project Deliverables will be submitted in a 24x36 plan set in both Autocad and .pdf format. Plan set will include:

- Planting Plan;
- Planting Schedule with species, specifications and quantities; and
- Conceptual hardscape improvements.

C. ADDITIONAL SERVICES

Any tasks not included in the Scope of Work (Section B) will be considered “Additional Services.” Additional Services required and requested in writing by the CLIENT will be performed in accordance with CA’s current hourly rates (See Attachment “A” - Hourly Rate Schedule 2018). Prior to commencing any additional services, CA shall prepare, for acceptance by the CLIENT, an additional services work order detailing the scope and the proposed fee. CA will perform additional services only after written acceptance of the additional services work order by the CLIENT. Additional services work orders become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

Potential additional services that may be provided under separate authorization:

- Formal tree survey and evaluation by professional arborist;
- Irrigation design;
- Lighting design;
- Permitting and/or bidding and construction observation services; and
- Illustrative renderings.
D. FEES AND REIMBURSABLE EXPENSES

CA will complete the work outlined above for the fixed professional fees as listed below, not including reimbursable expenses:

Landscape Enhancement Plan ............................................................................................. $7,960

Reimbursable Expenses: Reimbursable expenses such as courier services, mileage, tolls, printing, copies, plotting charges, photography, filing fees, special studies and costs for associated supporting consultants will be billed at cost plus five percent (5%). Reimbursable expenses are not included in the fixed professional fees quoted above.

E. ACCEPTANCE

Please understand that this proposal will be valid for 30 days from the date of this letter. If this proposal meets with your approval, please sign and date below and return an executed copy of the document to us. We will consider this our legal contract. We will not begin work on this project until we receive an executed agreement.

Signature below indicates that the CLIENT has read, understood and accepted Attachment “A” - Hourly Rate Schedule 2018 and Attachment “B” - Terms and Conditions, as part of this Agreement.

CANIN ASSOCIATES, INC.

By: [Signature]
Brian C. Cann, AIA, FAICP, CNU-A
President

HARBOR BAY CDD

By: ________________________________
Signature

_______________________________
Printed Name/Title

_______________________________
Date

BCC/GW/vdp
ATTACHMENT "A"

HOURLY RATE SCHEDULE 2018
(Subject to Adjustment Annually)

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<tr>
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A. FEES AND REIMBURSABLE EXPENSES

Other costs not included in the professional fees listed, include authorized "extra work" beyond the scope outlined, if any, and out-of-pocket reimbursable expenses such as courier services, in-town and out-of-town travel, printing, copies, plotting charges, photography, filing fees, special studies, wire transfer fees and cost for associated supporting consultants. All expenses properly chargeable to the work are reimbursable at cost plus five percent (5%).

Payment for fees and reimbursable expenses shall be due within 30 days of receipt of CA invoices which will be rendered every four weeks, based on our time charges or estimated percentage of work completed. The CLIENT hereby agrees that the balance as stated on the billing from CA to CLIENT is correct, conclusive and binding on the CLIENT unless CLIENT, within fourteen (14) days from the date of the invoice, notifies CA in writing of the particular item that is alleged to be incorrect. The CLIENT agrees to pay when due that portion of the invoice not in dispute.

A service charge will be added to delinquent accounts at the rate of one and one-half percent (1.5%) per month, of the outstanding amount.

In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, CA will stop work on the project until payments are current. No final plans will be released until payment in full has been made on all past due invoices. CA may also initiate legal proceedings to collect the past due balances and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at CA's normal hourly billing rates, of the time devoted to such proceeding by its employees.

Hourly personnel rates will be adjusted annually based on changes in our personnel and their compensation.

B. ADDITIONAL SERVICES

Work in the nature of "extra work" or any changes in the character or the scope of work beyond the contract terms specified herein, will be agreed upon and identified prior to the initiation of the additional service task.

Any meetings, special studies, surveys, work, testimony or revisions resulting from initial submissions to the various Agencies will be handled on an hourly basis as "extra work" after receiving the CLIENT'S approval.

Any additional effort after submission for regulatory approval, to revise plans, to achieve sufficiency, conduct public surveys, obtain petitions or other activities necessary to generate public support for the proposed project, will be handled as "extra work" on an hourly basis.

For such additional services as may be required beyond the scope outlined, CA will be compensated on the basis of the hourly rates outlined in the Attachment "A" plus reimbursable out-of-pocket expenses.

C. GENERAL CONDITIONS

While CA shall endeavor to provide the highest quality of services, CA cannot guarantee the actions, decisions or timeliness of government officials and agencies in connection with their review and approval of plans and specifications submitted for permit.
ATTACHMENT ‘B’

GENERAL TERMS AND CONDITIONS

CA will endeavor to design in compliance with laws, codes, and ordinances in effect at the time of the signing of the agreement or work order.

Items to be furnished by the CLIENT and not included in CA's fees include all survey information, soils information, engineering, traffic engineering, biological survey, monitoring, legal support, architectural studies and market input as required to complete our planning activities. CA will rely upon the accuracy and completeness of all CLIENT and consultant supplied data, information and reports.

Original documents developed by CA under this Contract and any future agreement or work order shall remain the property of CA whether the project is completed or terminated at any stage. These design documents shall not be reused on other projects without CAs prior written permission. CA retains all rights, including copyrights, in all designs, plans and specifications prepared by or on behalf of CA. CA grants CLIENT a nonexclusive license to use the design documents as described in this agreement or any subsequent agreement or work order, conditioned upon CLIENT making payments to CA in accordance with the terms of this agreement and any future agreement or work order. CA reserves the right to use reproductions of the designed items for its own promotional interests. Reproducible copies of these documents shall be made available to the CLIENT for its use at any point during the project at its cost.

CA will not be responsible for job site safety, nor will CA be responsible for the appropriateness of the construction means, methods or installation procedures undertaken by any contractor.

CA will not be responsible for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form on the project site including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

The CLIENT shall at all times indemnify and save harmless CA and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, except when caused solely by negligent acts or omissions by CA.

Either party may terminate this contract without cause upon providing seven (7) days written notice to the other party. In the event of termination, CA will be reimbursed for all fees and expenses incurred to-date by CA and our consultants. Upon not less than seven (7) days written notice, CA may suspend the performance of its services if CLIENT fails to pay CA in full for services rendered or expenses incurred. CA shall have no liability because of such suspension of services or termination due to CLIENT’S nonpayment.

The CLIENT agrees not to solicit and/or hire CA employees to work for the CLIENT or work independently on the CLIENT’s projects.
Tab 11
Name: Mira Bay  Date: 9/28/2018
Contact: Elliot Moseley  Phone: 813 649-1500 Ext.31
Address: 107 Manns Harbor Drive  Total Sq. Ft: 1543
City: Apollo Beach  St: FL  Zip: 33573  Estimate Total: $4877.23
Colors:  Deposit: $2,438.00

<table>
<thead>
<tr>
<th>Section</th>
<th>Sq. Ft.</th>
<th>Application</th>
<th>Design</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driveway</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>walkways</td>
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<tr>
<td>Entrance</td>
<td></td>
<td></td>
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<tr>
<td>Patio</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pool Deck</td>
<td>1165</td>
<td>Texture</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carport</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coping</td>
<td>850</td>
<td>Smooth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge</td>
<td>378</td>
<td>Texture</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stoops</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acid Wash Sq. Ft.:</td>
<td>1543</td>
<td>Borders: Yes ( ) No ( )</td>
<td>Crack Repair:</td>
<td>yes</td>
</tr>
<tr>
<td>Pressure Wash Sq. Ft.:</td>
<td>1543</td>
<td>Single ( ) Double ( ) Triple ( )</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cement Cap Sq. Ft.:</td>
<td>1543</td>
<td>Sizes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Texture Sq. Ft.</td>
<td>1543</td>
<td>Extra Base Coat Sq. Ft.:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Squeegee coat:</td>
<td>1543</td>
<td>Art Work:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments: Power tip old coating to remove all hollow spots $169.73
Texture coating on pool deck and bridge with color $3,857.50
Apply cement cap with color to coping $850.00  Total on all $4,877.23
Extra cost for fill in or building up $85.00 a bag.

Procrete does not clean pools but will do its best to keep dirt and dust out. It is the responsibility of the Mire Bay to clean the pool when we are finished. Balance due upon completion: $2439.23

All materials are guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written order will become an extra charge over and above the estimate. Cracks are professionally repaired but not warranted. Estimate valid for 30 days from date written.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Pro-Crete Salesperson:  Date:  
Customer Signature:  Date: 10/09/2018
Scope of work for:

Elliot Moseley  
Mira Bay  
107 Manns Harbor Drive.  
Apollo Beach Fl. 33572

Area: Pool Deck  
Colors OPEN  
Sq. Ft. 1543

1. Power tip old coating to remove all existing coating that is loose or hollow.

2. Acid wash and pressure wash entire surface

3. Mask entire area to protect painted walls, pillars and pavers.

4. Apply cement cap to coping.

5. Spray texture to entire surface.

6. Apply 1 coat of color of stardek Acrylic coating materials will additional aggregate broadcasted for anti-skid surface.

7. Apply 2nd coat of stardek Acrylic coating materials to lock in aggregate and better surface wear.

8. Clean up and haul away all debris.

( All build up and low area are extra cost $85.00 a bag)

Procrete does not clean pools but will do its best to keep dirt and dust out. It is the responsibility of the Mire Bay to clean the pool when we are finished.
Tab 12
**Name / Address**

<table>
<thead>
<tr>
<th>Harbor Bay CDD</th>
</tr>
</thead>
<tbody>
<tr>
<td>3434 Colwell Ave</td>
</tr>
<tr>
<td>Tampa, FL 33614</td>
</tr>
<tr>
<td>Mira Bay ClubHouse</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outdoor Audio</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pool Area</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 - Episode® Landscape Series 360° Speaker (Each)</td>
<td></td>
<td>7,900.00</td>
<td>7,900.00</td>
</tr>
<tr>
<td>ES-AW-360-6-BRN - Episode® Landscape Speakers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>expertly blend into outdoor environments, minimizing visual impact and maximizing performance. Premium components deliver a full, natural sound and crystal-clear highs for a superior performance that's unmatched by the competition – and at a fraction of the cost, they only sound expensive. A security attachment loop at this speaker’s base helps keep it out of curious hands, while the unique 360° design delivers wide dispersion and a uniform coverage area without “hot spots.” For added versatility, a recessed tap switch allows the speaker to be configured for 70V or 8-ohm systems. . @ $395.00 Ea</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 speakers are needed to surround the entire pool area with even sound disbursement****** you do not want sound on just one side due to sound level****** They also have security clip to fasten them to the ground for security**********</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 - Episode® All-Weather Commercial Series Surface Mount 70-Volt Speaker (Each)</td>
<td></td>
<td>1,303.96</td>
<td>1,303.96</td>
</tr>
<tr>
<td>ECS-500-AW70V-6-WHT @ 325.99 Ea</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*<strong><strong><strong>These speakers would replace the existing porch speakers and are 70V , which we are using</strong></strong></strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Terms- 75% due upon agreement (with a check) of the contract and the final 25% due at completion**

**Total**
<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Crown® CDi Series Amplifier CR-CDi2000-LSCAPE - All that sound from a single amp? This powerful Crown® amplifier delivers incredible performance for speaker systems both big and small. Preconfigured DSP settings match the amp to the speakers and offer customizable parameters to match your specific application. The amp supports hybrid 70V/8-ohm systems – and best of all, it’s only 2U, meaning it can fit in a rack and keep the music hot, all while staying cool.</td>
<td></td>
<td>1,160.00</td>
<td>1,160.00</td>
</tr>
<tr>
<td>1 - Sonos Connect - For streaming Music content</td>
<td></td>
<td>350.00</td>
<td>350.00</td>
</tr>
<tr>
<td>1 - Premium direct burial wire for entire area</td>
<td></td>
<td>721.00</td>
<td>721.00</td>
</tr>
<tr>
<td>1 - Strong® Wall Mount Rack System SR-WMS-6U</td>
<td></td>
<td>420.00</td>
<td>420.00</td>
</tr>
<tr>
<td>1 - WattBox® Power Conditioner with Safe Voltage, Coax and Ethernet Protection</td>
<td></td>
<td>245.00</td>
<td>245.00</td>
</tr>
<tr>
<td>1 - misc fittings, conduit, pvc boxes, connectors, and cables</td>
<td></td>
<td>230.00</td>
<td>230.00</td>
</tr>
</tbody>
</table>

Terms: 75% due upon agreement (with a check) of the contract and the final 25% due at completion
<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor to retrofit, bury, connect wire, install all speakers, mount rack, and configure streaming services. (This includes running underneath walkways, and removing pavers)</td>
<td></td>
<td>3,395.00</td>
<td>3,395.00</td>
</tr>
<tr>
<td>Outer walkways and outfitters</td>
<td></td>
<td>3,160.00</td>
<td>3,160.00</td>
</tr>
<tr>
<td>8 - Episode® Landscape Series 360° Speaker (Each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ES-AW-360-6-BRN - Episode® Landscape Speakers expertly blend into outdoor environments, minimizing visual impact and maximizing performance. Premium components deliver a full, natural sound and crystal-clear highs for a superior performance that’s unmatched by the competition – and at a fraction of the cost,</td>
<td></td>
<td>651.98</td>
<td>651.98</td>
</tr>
<tr>
<td>they only sound expensive. A security attachment loop at this speaker’s base helps keep it out of curious hands, while the unique 360° design delivers wide dispersion and a uniform coverage area without “hot spots.” For added versatility, a recessed tap switch allows the speaker to be configured for 70V or 8-ohm systems. @ $395.00 Ea</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 - Episode® All-Weather Commercial Series Surface Mount 70-Volt Speaker (Each)</td>
<td></td>
<td>445.00</td>
<td>445.00</td>
</tr>
<tr>
<td>ECS-500-AW70V-6-WHT @ 325.99 Ea</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Terms - 75% due upon agreement (with a check) of the contract and the final 25% due at completion
Name / Address

Harbor Bay CDD
3434 Colwell Ave
Tampa, Fl 33614
Mira Bay ClubHouse

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - misc fittings, connectors, Conduit, and PVC Boxes</td>
<td></td>
<td>185.00</td>
<td>185.00</td>
</tr>
<tr>
<td>**<em><strong><strong><strong><strong><strong><strong>There will be areas that need the wire concealed</strong></strong></strong></strong></strong></strong></em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor to retrofit, bury, connect wire, install all speakers</td>
<td></td>
<td>1,250.00</td>
<td>1,250.00</td>
</tr>
<tr>
<td>***************labor to run all the wiring and installing all the speakers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*****There will some paver removal, which will need to be</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>reinstalled by the clients contractor.************</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Terms- 75% due upon agreement (with a check) of the contract and the final 25% due at completion

<table>
<thead>
<tr>
<th>Total</th>
<th>$21,416.94</th>
</tr>
</thead>
</table>

Page 4
Tab 13
OCT 19 notes

- Playground Shades Landing park – further delay. They were in looking at the structures to get the shades up on 10/4 and wobbled the center pole which the structural integrity is now in question. Waiting on a plan of action for the repair. [Sent update email request on 10/9]

- Tiki huts – 10/25 schedule date, waiting on COI. Paul’s signature pending for agreement execution. [Sent COI request 10/9 – waiting on return]

- Power washing – recommend full time position with an increase of pay to $15/hr. There has been very little response after 4 job posts (2 indeed, 2 craigslist). Formal response from Greg Gruhl to follow [Sent email 10/9 asking for update on what to do.]

- Fountains - The repair and the fountain cleaning has been scheduled for 10/11/2018 weather permitting

- Clubhouse paint – coordinating with chosen vendor and district counsel to draft agreement. To include Park Square on select items that are on divided property line. Scott Johnston confirmed that they would cover the overhang that connects sales center with Outfitters. [Sent email for draft of agreement to be signed 10/9/18, vendor meeting with Scott on Wed. (weather permitting)]

- Dockers Doors and windows – corrosion beyond repair. Needs to be repaired by GC. Inspection done by Cardno, repairs will be managed by Rizzetta. [Sent an email to chris G with cardno]

- Dock pavilion roof – received quote for repair, waiting on approval – [Sent proposal to Joe to add to agenda 10/9/18]

- Music at pool – Titan was onsite 10/1 for a discussion, went into hospital the next day for heart issues. [Sent a follow up email 10/9 for cost/scope but if no response, this will need to continue for next months agenda]
Tab 14
<table>
<thead>
<tr>
<th>TABLE OF CONTENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. GENERAL AND JOB-SITE CONDITIONS</td>
<td>3</td>
</tr>
<tr>
<td>1.1. CONTRACTOR RESPONSIBILITIES</td>
<td>3</td>
</tr>
<tr>
<td>1.2. SAFETY AND PUBLIC CONVEYANCE</td>
<td>4</td>
</tr>
<tr>
<td>1.3. INSPECTION AND TESTING PROCEDURES</td>
<td>4</td>
</tr>
<tr>
<td>1.4. PROVISIONS FOR INSURANCE</td>
<td>4</td>
</tr>
<tr>
<td>1.5. OWNER’S RESPONSIBILITY</td>
<td>5</td>
</tr>
<tr>
<td>1.6. COLOR SELECTION</td>
<td>5</td>
</tr>
<tr>
<td>2. GENERAL SPECIFICATIONS FOR SCOPE OF WORK</td>
<td>6</td>
</tr>
<tr>
<td>3. TERMS</td>
<td>7</td>
</tr>
<tr>
<td>4. PRICING</td>
<td>8</td>
</tr>
</tbody>
</table>
GENERAL AND JOB-SITE CONDITIONS

1.1. CONTRACTOR RESPONSIBILITIES

1.1.1. GENERAL

Siesta Key Décor shall maintain his own credit standing for material purchases in accordance with terms set forth by suppliers.

Siesta Key Décor shall properly maintain payrolls and pay all applicable taxes.

Prior to commencing work, Siesta Key Décor shall supply proof of insurance coverage in the form of a Certificate of Insurance showing all coverage and minimum limitations prescribed in these specifications.

(See paragraph concerning insurance.)

Siesta Key Décor shall erect a small business sign if awarded contract.

1.1.2. JOB-SITE CONDITIONS

Siesta Key Décor shall deliver materials to job-site in unopened containers and assumes full responsibility for any materials stored on site.

Siesta Key Décor shall employ competent superintendents, foremen and workmen. Siesta Key Décor shall dismiss any person employed on the job who shall conduct himself improperly or be deemed incompetent or negligent in the performance of his duties.

Siesta Key Décor shall keep the buildings and ground area clean. All personal items are owner’s responsibility. No damages will be paid for items left in work area.

Siesta Key Décor shall protect adjacent surfaces and foliage from damage or staining during application. All uncontrollable foliage damage is not Siesta Key Decors responsibility.

Siesta Key Décor shall be responsible for removing any permanently adhering new material from windows and other surfaces that occur as a result of the job. Miscellaneous dirt and water spotting will be the responsibility of the Owner.

Siesta Key Décor shall not be responsible for water damage or water intrusion into any unit by normal pressure cleaning procedures.

Siesta Key Décor shall remove all materials, equipment and debris from the premises within one working day from final inspection by Manufacturer and Owners.

The Owner or Management in consideration of Siesta Key Décor performing the work described in this contract, hereby agrees to indemnify, defend and hold harmless Siesta Key Décor from and against all liabilities, damages, losses, claims, demands, or lawsuits arising out of or relating to the presence of asbestos or lead materials at the work site.
1.2. **SAFETY AND PUBLIC CONVEYANCE**

Siesta Key Décor will mark off and erect signs in work areas. No damages will be paid for items located and parked within the zoned areas.

Siesta Key Décor will not be responsible for water damage inside units resulting from faulty roofs, faulty decks, faulty plumbing, faulty doors or faulty windows.

Siesta Key Décor shall be responsible for safety administration on the job (including tools, equipment and work methods) and must be in compliance with all OSHA regulations.

1.3. **INSPECTION AND TESTING PROCEDURES**

Manufacturer’s representative shall be present to inspect each phase of the work.

Siesta Key Décor shall maintain a wet film thickness gauge on the job at all times and check the application for wet film thickness as the job progresses.

Siesta Key Décor shall advise the Manufacturer sufficiently prior to the beginning of each phase of work to facilitate the inspection without delay of the work.

*NOTE: Rust can be a severe and reoccurring problem. Proper preparation and heavy millage are keys to retarding rust. Rust may still reoccur and is not considered to be a paint or coating failure and is not covered under any warranty.*

1.4. **PROVISION FOR INSURANCE**

Without limiting any of the liabilities or obligations of the Contractor, the Contractor shall furnish to the Owner a duly executed Certificate of Insurance, stating that the following types of insurance coverage and limits are in full force and that insurance will not be cancelled without ten days prior notice to the Owner by the insurance company.

Workman’s Compensation Insurance for statutory obligations imposed by Workmen’s Compensation Board shall be provided as required by law.

Scheduled Automobile Insurance with the following minimum limits of liability:

Bodily injury / property damage combined liability $2,000,000 each occurrence.

General Liability with the following limits:

Bodily injury $1,000,000 each occurrence / $2,000,000 aggregate.

Property damage $1,000,000 each occurrence / $2,000,000 aggregate.
1.5. OWNERS RESPONSIBILITY

Owner will assign parking spaces to the Contractor for vehicles, and equipment.

Owner will provide water hose bibs within 150 feet of work area and electricity of 110 and 220 with a pigtail connection to operate a swing stage if needed. Sanitary facilities and telephone will be supplied by Siesta Key Décor.

Owner will be responsible for removal of window screens, sliding glass door screens and miscellaneous loose objects in the work area. If items are not removed, Contractor will take due care to protect them, but will not be responsible for any damages that might occur.

Owner will be responsible for all necessary trimming of plants, shrubs and trees in order to have access for painting exterior surfaces.

Owner will be responsible (if necessary) for cleaning miscellaneous dirt and water spots from windows after the work is completed. Contractor will be responsible for removal of his own material that may adhere to the glass.

Owner will be responsible for notifying all concerned of the work being performed in order to avoid any damages to personal belongings. Work areas will be marked off and signs will be erected by Contractor. No damages will be paid for items located or parked within the zoned areas.

Owner will be responsible for full understanding of proposal contract. All work not mentioned will be completed with a change order to the contract or have proposal revised before signing.

It will be the responsibility of the Owner to locate and mark all water mains, lines and sprinkler heads in the work area so that the Contractor can avoid damage to them. Siesta Key Décor will not be responsible for any damages.

Screens deteriorate with age and become brittle. New screens and those in good condition are generally not affected by the pressure cleaning process. Contractor will use reasonable care to avoid damage to screens. If screen is damaged by pressure cleaning, it shall be the Owner’s responsibility to replace screen.

If the enclosed lanais or balconies are within the scope of work, access to those lanais or balconies without doors shall be gained by removal of a piece of screen. It would be the Owner’s responsibility to have the screen replaced.

1.6. COLOR SELECTION

If there is to be a color change the Contractor shall supply a pallet of color samples for Owners to choose a color. After selection by Owners, Contractor shall apply a reasonable amount of samples to building for final approval by Owners. After color samples are selected and approved, no further changes can be made without written authorization from Owners and agreement to purchase materials already tinted. If approval color is already being applied to building, a charge will be made to re-coat work already in progress. Additional time will be given to the Contractor for any delays caused by such changes. If Owners select a color, which will not achieve a desirable coverage in the number of coats specified, an additional charge would be made for extra coats of paint. Contractor will endeavor to advise Owner of this situation before it may arise.
2. **GENERAL SPECIFICATIONS FOR:**
   Exterior painting of numerous out buildings on Mira Bay property.

**SCOPE OF WORK**

In accordance with the enclosed General Conditions, we hereby propose to furnish materials, labor, equipment, taxes, and insurance necessary for the completion of: **Mira Bay Club.**

**SCOPE OF WORK**

1. Pressure wash all substrates to be painted.
   a. A 10% chlorine solution to be used if algae is present.

2. Repair all cracks in stucco with Elastomeric Patching Compound.

3. Provide caulk detail as needed.

4. Apply 1\(^{st}\) coat, Latex Acrylic Sealer to all substrates.

5. Apply 2\(^{nd}\) coat, Latex Acrylic Top Coat of paint.

6. Owner to trim back all vegetation prior to the start of any painting.

7. Owners to remove all personal belongings from paint areas.

8. 7-year warranty on materials and labor.

9. Colors to be approved by owner.
3. TERMS

Changes from the plans and specifications shall be made only by written change order signed by Owner and Contractor, and payment for such changes shall be made at the time for the execution of such change orders.

Contractor agrees to promptly pay his subcontractors, employees and material men, and to comply in all respects with the Mechanic’s Lien Law of the State of Florida. Owner agrees to properly record and post a “Notice of Commencement” pursuant to the said Mechanic’s Lien Law.

Owner agrees to pay invoices submitted by Contractor. Payment schedule will be 25% deposit due on signing of contract. Additional payments to be billed in 25% increments based upon progression. It is understood and agreed that invoices are due and payable on the date delivered. Contractor will submit invoices for payment due on progression work done during that period. The schedule of values shall determine the amounts due.

The Contractor agrees that in the event that any Claim of Lien shall be filed by any laborer, materialman or subcontractor of Contractor to remove said lien, either by obtaining a release of satisfaction thereof, or by transferring said lien to a bond furnished by Contractor.

The Owner understands, with respect to any claim whatsoever asserted by the Owner against the Contractor, there will be no right to recover or request compensation for, and the Contractor shall not be liable for any incidental, consequential, secondary or punitive damages, or for damages for mental anguish or emotional distress or pain and suffering.

This contract shall bind the respective heirs, executors, administrators, successors and assigns of the parties hereto and shall be interpreted under the laws of the State of Florida.

In the event of default hereunder, the prevailing party in any action for such default shall be entitled to recover from the non-prevailing party all costs incurred therein, including reasonable attorney’s fees.

This contract shall be governed in accordance with the laws of the State of Florida.
In construction of the terms hereof, references to the male gender shall include the female, and singular references shall include the plural.
In consideration for the above described work to be done at **Mira Bay Club**, the Owner agrees to pay Siesta Key Décor Painting and Waterproofing as follows:

**SEE ATTACHED SCHEDULE OF VALUES**

Excluded in this pricing and not included in this contract are particular surface and substrates not specifically mentioned in this proposal.

This proposal shall be good until **September 7, 2018**, it shall be extended thereafter at the contractor’s option.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals the date and year first above written.

_________________________  ____________
Owner                          Date

_________________________  ____________
James Kernan                  Date

Siesta Key Décor Painting and Waterproofing
SKDI, Incorporated
SKDI INCORPORATED
8466 N.LOCKWOOD RIDGE ROAD, SUITE 196
SARASOTA, FL. 34243
PHONE: 941-349-3276  Fax 941-378-2292
E-MAIL: siestakeydecor@aol.com
www.SiestaKeyDecor.com

The Van Wezel Performing Arts Hall painted by SiestaKey Décor. Photo by (Mark Zou/The Epoch Times)
Siesta Key Décor has been serving the community working with condominium associations, commercial properties and residential homeowners for 21 years in Florida. We are extremely proud of the reputation we have established over the years, taking great pride in providing the highest quality service by conducting our business professionally and ethically.

Jim Kernan, president of Siesta Key Decor, is committed to offering the most competitive bids, while using the most modern equipment and skilled manpower.

Since June 1997 to the present we have been contracted with Sarasota County Government, Sarasota County School Board, Manatee County School Board and many others. We have done extensive painting and waterproofing for many counties, school boards and associations.

We are best known for such projects as the Van Wezel Performing Arts Hall, Sarasota County Courthouse and Historic Venice Train Station Restoration. Siesta Key Décor will tackle any job no matter how complex. Van Wezel’s fifty foot high domed ceiling baffled other contractors, but with the right crew, equipment and commitment, the job was done in half the time the contract specified.

Our work place is staffed with drug free, highly trained and courteous professionals, working hand-in-hand with contractors, architects, engineers and customers.

We take responsibility of the work schedule, reporting daily to management our exact work location. The sales representative and/or job supervisor will communicate directly with management to answer any questions that may arise.

We utilize the best products available in the market area to give our customers the maximum benefits and the longest life, offering manufacturer material and labor warranties. Regular inspections and written reports by the manufacturer representative are performed to assure compliance with their specifications. All warranty papers are supplied to the customer.

Our sincere desire to establish a positive relationship with our customer includes flexible terms beneficial to both parties.

Siesta Key DECors goal is to produce top quality workmanship we know the community and owners will be proud of. We ensure the quality that you demand.

Sincerely,

Jim Kernan
President/Siesta Key Décor
Siesta Key Décor is fortunate to have many employees that hold an array of talented skills.
All S.K.D. staff are employees, not sub-contractors.
All work is supervised by the owner, Jim Kernan.
No job is completed until the owners and Jim are satisfied.
Below is a list of services we provide and many more.

(Including but not limited to)

**SPECIALIZING IN**

Below Grade Waterproofing
Corner Bead Repair
Complete Coating Removal and Surface Preparation
Concrete Floor Joint Repair
Caulking
Drywall Repair
EIFS Repair
Elastomeric Wall Coatings - Waterproofing
Epoxy Floor Coatings
Minor Concrete Repair
Painting
Pressure Washing
Preventive Maintenance Program
Sand Blasting
Stucco Repair
Tuck Pointing
Urethane Deck Coatings
Water Blasting
Wet Seal Glazing
Wood Replacement
SKDI INCORPORATED
REFERENCES

Argus Property Management
Darlene Cross
Email: darlene@argusmgmt.com
2477 Stickney Point Road
Suite 118A
Sarasota, FL. 32423
Tel: 941-927-6464

Sarasota County Facilities
Brandy Kell
Email: b kell@segov.net
4748 B eva Rd.
Sarasota, FL. 34233
941-296-5250

Longboat Key Club and Resort
John – Maintenance
Email: john.crowley@longboatkeyclub.com
442 Gulf Of Mexico Drive
Longboat Key, Florida 34228
941-383-8821

Beachplace Condominium
Loren Lysen
Email: lorenlysen@beachplacelbk.com
1109 Gulf of Mexico Drive
Longboat Key, FL. 34238
941-383-4076

Cypress Strand Condominium
At The Preserve
Norm Tobey
Email: njtobey32@gmail.com
Strand Circle
Bradenton, FL.
617-967-2686

AMI Management
Roberta Maxfield
Email: rmaxfield@amiwra.com
9031 Towne Center Parkway
Bradenton, FL.
(941)359-1134
SKDI INCORPORATED

JOBS COMPLETED IN 2017

Sarasota County Administration Bldg.
Removed Wallpaper, Sealed, Caulked & Painted

Bird Bay Leisure
Venice
Concrete Restoration, Remove and Reinstall Lanais Screening

Blackburn Harbor
Osprey
Pressure Washed, Prepped, Primed and Painted

Sarasota County Public Works Department
Sarasota
Repaired, Cleaned Primed and Painted Webber St. Privacy Wall (25,550 ft.)

Longboat Key Resort
Longboat Key
Pressure Washed, Sanded Down, Prepped, Primed and Painted All Vertical and Horizontal Metal Posts on Tennis Courts

Villas at Eagle Creek
Sarasota
Repaired Cracks and Delamination of Stucco, Pressure Washed, Prep, Primed and Painted

Magnolia Crossing
Bradenton
Pressure Washed, Caulked, Repaired Cracks in Stucco, Prepped, Primed and Painted

Palm Grove at Tara Preserve
Bradenton
Pressure Washed, Caulked, Repaired Cracks in Stucco, Prepped, Primed and Painted

Pinestone at Palmer Ranch
Sarasota
Pressure Washed, Prepped, Primed and Painted

Manatee County School District
Rodgers Elementary
Bradenton
Pressure Washed, Prepped Primed and Painted

Sarasota County History Center
Sarasota
Pressure Washed, Repaired and Patched all Stucco, waterproofed, Prepped, Primed and Painted

Sarasota County Administration Building
Sarasota
Assessed and Repaired Floors, Prepped and Epoxied all Floors

Sarasota County Jail
Sarasota County Jail
Prepped, Repaired and Epoxied

Stoneybrook Country Club
Sarasota
Stripped Wallpaper, Repaired Stucco, Prepped, Primed and Painted

The Westchester Condominiums
Longboat Key
Sand Blasting and Epoxy Painting

U-Haul Building
St. Petersburg
Pressure Washed, Repaired Stucco, Caulked, Prepped, Primed and Painted
Harbour Circle, Longboat Key

Description of work: Removed rotten lanai wood deck and installed new deck.

Venice Historical Train Depot

Description of work: Pressure washed, stucco repair, caulk detail, sealed and painted.
The Meadows, Sarasota

Description of work: Below ground waterproofing

Bird Bay Village, Venice

Description of work: Removed damaged sheet rock ceiling, and installed new sheet rock ceiling
Residential Homes, Bradenton/SRQ

Description of work: Pressure washed, sealed, and painted homes.

Botanica, Sarasota

Description of work: Pressure washed, caulked, sealed and painted homes. Also sealed driveway pavers.
Van Wezel Preforming Arts, SRQ

Description of work: Pressure washed, caulked, glazed windows, stucco repairs, sealed and painted. (twice)

Pinestone Condominium

Description of work: Pressure washed, stucco repair, caulk detail, sealed and painted. Also applied epoxy repairs to railings.
Water Club, Longboat Key

Description of work: Pressure washed, stucco repair, caulk removal and installation, sealed and painted. All work completed using a swing stage.

Pierre Condominium, Longboat Key

Description of work: Pressure washed, stucco and concrete repair, caulk detail, sealed and painted.
CERTIFICATE OF LIABILITY INSURANCE

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lykes Insurance, Inc.
P.O. Box 60043
Fort Myers FL 33906-6043

CONTACT NAME: Cheryl Nevin
PHONE: (239) 931-3037
FAX: (239) 931-5604
ADDRESS: cnevin@lykesinsurance.com

INSURED
Siesta Key Decor Painting & Waterproofing
Jim Kerman
8466 N. Lockwood Ridge Rd #196
Sarasota FL 34243

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Auto Owners
18988
INSURER B: FUBA Workers' Comp
INSURER C: Southern-Owners Insurance Co.
10190
INSURER D: 
INSURER E: 
INSURER F: 

COVERAGES CERTIFICATE NUMBER: 1992674373

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.

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<td>DAMAGE TO RENTED PREMISES (Ex aoe occurrence) $300,000</td>
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<td>MED EXP Any one person $10,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>12/31/2018</td>
<td>Leased/Owned Equipment $100,000</td>
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</tbody>
</table>

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

CERTIFICATE HOLDER

INFORMATIONAL PURPOSES ONLY

CANCELATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MIRA BAY CLUB

SCHEDULE OF VALUES

1) Mira Bay Clubhouse and Fitness Building
   a) Substrate to be painted are stucco, wood, metal railings and conduit.
   b) No doors or wood ceiling to be painted.  TOTAL COST: $26,840.00

2) Mira Bay Dockers Building
   a) Substrates to be painted are stucco, wood, conduit and all doors.  TOTAL COST: $4,323

3) Mira Bay Outfitters Building
   a) Substrates to be painted are stucco, wood, conduit, doors, both walkway columns and wood trellis leading to building.  TOTAL COST: $8,918.00

4) Mira Bay Tennis Building
   a) Substrates to be painted are stucco, wood, conduit and doors.  TOTAL COST: $3,586.00

5) Mira Bay Guard Shacks, North and South
   a) Substrates to be painted are stucco, wood, conduit and doors.  TOTAL COST: $6,897.00

6) Mira Bay Monument Entrance
   a) Substrates to be painted are stucco and wood.  TOTAL COST: $3,480.00
TO: Harbor Bay Community Development District
FROM: Christopher Gamache, PE
DATE: 10/11/2018
RE: Dockers Building Inspection

As requested, Cardno performed an inspection and assessment of the Docker Building located adjacent to the Clubhouse pool.

The inspections focused on the doors and windows as well as the bathrooms.

The glass panel double doors at the main entrance to the childcare room are showing signs of significant deterioration. The wood frame is separating, causing the doors to shift and rack, isolated section of the frame show signs of rot, and the hinges have completely rusted over. It’s our assessment that these deficiencies significantly affect the function and safety of the doors’ operation and should be replaced.

Frame Separation of Right Door
Frame Separation of Left Door
The windows in the childcare room are showing signs of rot, broken muntins, and do not close or open properly. The windows have also had screwed brackets installed to maintain their integrity. It’s our assessment that these deficiencies significantly affect the function and safety of the window operation and should be replaced.
The bathrooms show signs of deteriorated floors, unfinished walls, and minor wall damage. These deficiencies do not affect the function of the bathrooms, but are in need of repair.
MEMORANDUM

Floor Damage

Floor Damage
**SCOPE** | **CHARGE**
--- | ---
Permits - NOC - Fees - Hillsborough County | $625.00
General Conditions | $325.00
Dump Fees | 
Selective Demolition and Installation | $9,973.26
Removal of Existing Doors (2) and Disposal
Remove of Existing Window (2) and Disposal
Removal of Stucco/Wall Finish as needed | 
Materials and Labor Included
New Bucking/Immediate rough Framing Included | 
Stucco / Trim Repair | $1,172.00
Painting - 2 Coats | $600.00

**TOTAL** | **$12,695.26**
Additional Proposal Conditions

Clear Safe Path to Work Areas
Any Rotted decayed framing replacement not included
No Mold Treatment, Testing or Remediation Included

No Electrical, Mechanical, HVAC
Payment made on a Schedule of Values
Notice of Commencement Will be Executed.

Approved:

Date:

Elliot Mosely
Club Director- Mira Bay

Date:

Mark E Wise
CDS Group, Inc.
Tab 16
CDS Group, Inc.
1015 Sago Palm Way
Apollo Beach, FL  33572
Date: 09/11/2018

<table>
<thead>
<tr>
<th>SCOPE</th>
<th>CHARGE</th>
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<td>Drawings-Engineering</td>
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<td>Permitting</td>
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<td>If Needed Direct Reimbursement Plus Costs</td>
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<td>General Conditions</td>
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<td>Disposal - Dump Fees - Cleanup</td>
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<td>Selective Demolition and Build Back</td>
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<td>Build Back - Framing - Roof Decking</td>
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<tr>
<td>Remove Defective Roof, and Decking</td>
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<td>Labor and Materials</td>
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<tr>
<td>Install New Deck Materials</td>
<td>$</td>
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<tr>
<td>Install Water Barrier</td>
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<td>Roofing-New Best Possible Match</td>
<td>$ 3,578.80</td>
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**SUB TOTAL**  $ 9,558.80

**Specialties if Desired**
- Repair/Rebuild Existing Cupola
- Re-Install

**TOTAL**  $ 9,558.80

Excludes permitting, drawings, engineering
Excludes all painting - staining
Roof priced at complete replacement
Cupola not included

Approved: ___________________________  Date: _____________
Tab 17
January 29, 2001

Brian Sewell
Assistant Vice President
Terrabrook
3505 Frontage Road, Suite 145
Tampa, FL 33607

Dear Brian:

Enclosed please find one fully executed original of the Settlement Agreement, including Exhibit A.

Best regards,

Robert Goodwin
Staff Attorney
SETTLEMENT AGREEMENT

For the purposes of settling the dispute between TERRABROOK Apollo Beach, L.P., ("TERRABROOK") and the Save the Manatee Club (the "Club") regarding the issuance of environmental and land use permits for TERRABROOK'S Harbor Bay Project ("Project") located in Southwestern Hillsborough County, as also identified in Southwest Florida Water Management District ("SWFWMD") Environmental Resource Individual Construction Permit No. 4318338.004, dated May 23, 2000, this settlement agreement has been prepared and executed. It shall be filed with the Division of Administrative Hearings ("DOAH"), incorporated into the dismissal of pending DOAH Case No. 00-2360, and referenced in SWFWMD Permit No. 4318838.004. In exchange for valuable consideration and the mutual obligations and covenants contained herein, the parties agree as follows:

I. Power Boat Schedule

TERRABROOK will establish through the Harbor Bay Homeowners Association or some other entity with appropriate enforcement authority (the "Enforcing Authority") a permitting program (described further in Section VI. below) to regulate the number of power boats that Harbor Bay homeowners can operate within the waterways of the Project to the east of the existing plug to be removed as part of the Project. For the purposes of this Settlement Agreement, “power boat” shall mean any vessel as defined in Section 327.02, Fla. Stat., that is equipped with machinery for propulsion having a rated horsepower in excess of 15 bhp, but shall not include any sailboat whose primary form of propulsion is wind.

Permits will be issued by the Enforcing Authority and posted on power boats in a manner that will make the permits plainly visible. For homeowners on that portion of the canal system within the Project that would have the potential for direct access to Tampa Bay as the result of plug removal as authorized under the SWFWMD and ACOE permits ("Canal System"), at no time will the total number of permits issued to power boats authorized to operate within the Canal System exceed 450. With regard to power boats operated by homeowners within the lagoon system that will remain separated by an upland barrier and boat lift from the potential for direct access to the canal system and Tampa Bay ("Lagoon System"), the total number of permits issued to power boats will not exceed 300. As used in this Settlement Agreement, the term “direct access” means the ability of a Harbor Bay homeowner to navigate his or her power boat directly from that homeowner’s dock into Tampa Bay without the homeowner’s having to remove the power boat completely from the water as the result of the existence of a barrier at some point between the homeowner’s dock and Tampa Bay.

The Enforcing Authority will not issue permits for homeowners within the Lagoon System any earlier than 12 months after issuance as final agency action of the
SWFWMD ERP permit identified above, or after issuance of the ACOE Clean Water Act ("CWA") permit for the Project, whichever occurs later (the "Final Issuance Date").

The Enforcing Authority will issue permits for homeowners within the Canal System to operate power boats with direct access to Tampa Bay in accordance with the following schedule:

- No power boat permits will be issued earlier than 12 months after Final Issuance Date.
- No more than a total of 113 power boat permits will be issued prior to 18 months after Final Issuance Date.
- No more than a total of 225 power boat permits will be issued prior to publication of rulemaking to enact a Comprehensive Speed Zone by the Fish and Wildlife Conservation Commission ("FWCC") pursuant to Section 120.54(3), Fla. Stat., or publication by Hillsborough County of a notice of initiation of ordinance proceedings for such a zone, whichever first occurs.
- No more than a total of 338 power boat permits will be issued prior to the holding of at least one rulemaking hearing on the enactment of a Comprehensive Speed Zone by the FWCC pursuant to Section 120.54(3), Fla. Stat., or the holding of at least one ordinance hearing on such a zone by the Hillsborough County Commission, whichever first occurs.
- No more than a total of 450 power boat permits will be issued prior to adoption and implementation by either the FWCC or the Hillsborough County Commission of a Comprehensive Speed Zone, whichever first occurs. Implementation shall include posting of the zone and the legal authority to enforce speed limits within the zone. In the event that the Hillsborough County Commission first enacts the Comprehensive Speed Zone, implementation shall also include review and approval by the FWCC as required under Section 370.12(2)(o), Fla. Stat.

For the purposes of this Settlement Agreement, the term "Comprehensive Speed Zone" means a comprehensive manatee protection slow speed zone in the Hillsborough County area of Tampa Bay, as further delineated through the course of the publication, public hearing, enactment and/or adoption proceedings of the Hillsborough County Commission and the FWCC being undertaken pursuant to the schedule set forth above. The parties recognize that it is not possible to predict at this time the exact outcome of any rulemaking proceedings by the FWCC or ordinance proceedings by the Hillsborough County Commission.

It is the intent of the parties to accomplish all of the steps in the schedule set forth above, and the parties have committed to undertake the activities set forth in Section II in this effort. However, in the unlikely event that neither the Hillsborough County Commission nor the FWCC undertakes any one or more of the steps established in the above Schedule to initiate, adopt, enact or implement a Comprehensive Speed Zone, the Enforcing Authority may, at its discretion, elect to issue the remaining amount of the available 450 permits to homeowners for power boats within the Canal System that would not have otherwise been permitted as a result of the failure of the Hillsborough
County Commission or the FWCC to attain that particular step and any consequential subsequent ones, provided that those remaining permits are issued with the requirement that the power boats be allowed access to Tampa Bay only by means of a boat lift or some other mechanical structure or device, and further provided that the total number of permits issued for power boats within the Canal System remains no greater than 450.

II. Adoption of Comprehensive Speed Zone

In pursuing the necessary steps to achieve adoption and implementation of the Comprehensive Speed Zone described in Section I., TERRABROOK and the Club agree to establish as their goal the adoption of the following Manatee Slow Speed Zone, hereby known as the “Phase II Speed Zone”: Expansion of the Phase I Speed Zone adopted on August 30, 2000, by the Hillsborough County Commission in Ordinance No. 00-29 (“Phase I Speed Zone”) to include an area approximately situated as beginning north of the Alafia River and proceeding south to the Manatee County line, also including the Alafia and Little Manatee River. The Phase II Speed Zone on the Alafia and Little Manatee Rivers includes slow speed zones outside of the marked navigation channels, which would be regulated at 25 miles per hour, and excludes areas of Tampa Bay outside of a shoreline buffer that follows the six-foot depth contour.

For a period of 24 months after Final Issuance Date, TERRABROOK and the Club will actively engage in good faith efforts to achieve adoption or enactment of the Phase II Speed Zone by the FWCC or the Hillsborough County Commission. The parties will cooperate in the following activities to accomplish this:

1. Inclusion, where appropriate, in correspondence, written materials and oral presentations to FWCC and Hillsborough County Commission commissioners, staff or interest groups, a statement that the Phase II Speed Zone is a necessary expansion of the Phase I Speed Zone for manatee protection purposes.

2. Coordination of legal, professional and public relations support to encourage the Hillsborough County Commission and the FWCC to adopt Phase II.

3. Joint filing of a petition for rulemaking with the FWCC or for ordinance enactment with the Hillsborough County Commission that seeks adoption of manatee boat speed regulations in accordance with thePhase II Speed Zone, and actively supporting the proposed zone in public rulemaking or ordinance hearings. If the Hillsborough County Commission enacts a Comprehensive Speed Zone ordinance that is less stringent than the Phase II version prior to the FWCC’s taking final action on adoption of a Comprehensive Speed Zone, then TERRABROOK and the Club will continue to advocate on behalf of the Phase II Speed Zone before the FWCC in accordance with the activities described in this Section.

During the above-referenced 24 month period, TERRABROOK will provide additional support as follows:
1. Assistance to the Club in preparing a petition for adoption by rule or ordinance of a Phase II Speed Zone drafting the proposed rule or ordinance language, providing the requisite legal description and offering other technical assistance.

2. Attendance at FWCC and Hillsborough County Commission meetings and providing input to each Commission member; and

3. Assisting with interest groups such as CBUG, Agency for Bay Management, local Chambers of Commerce and other user groups to develop support for the rule or ordinance.

III. Phase I Zone Enhancement

TERRABROOK will jointly file with the Club a petition with Hillsborough County to enhance the Phase I Zone by setting aside an area adjacent to the slow speed zone at the mouth of the Biscayne Canal Channel into Tampa Bay as a no motor zone. The area is identified as Exhibit “A” to this Settlement Agreement. Upon approval by appropriate agencies responsible for establishing and enforcing such a no motor zone, the Enforcing Authority shall assume responsibility for posting of the area as a no motor zone pursuant to the posting criteria of the agencies. In the event such an ordinance is not enacted, TERRABROOK will post “Caution, Shallow Seagrass Area” signs consistent with such signage currently in place in Southern Tampa Bay and Cockroach Bay.

IV. Water Quality

At the time TERRABROOK is required to provide to the respective permitting agencies baseline data and all the required water quality monitoring reports specified in the Water Quality Monitoring Protocol attached to the ACOE permit, TERRABROOK will provide the Club with a copy of this data. Furthermore, TERRABROOK or the Operation Entity (if a Statement of Completion has been approved by SWFWMD) will redesign, implement source removal measures, or use mechanical augmentation of the Canal System or Lagoon System to bring the waters of any particular canal or lagoon segment into compliance with state water quality standards should water quality of any such canal or lagoon segment be shown not to meet state water quality standards as outlined in the Protocol.

V. Club Reimbursement

TERRABROOK will within 60 days from removal of the earthen impoundment (“plug”) referenced in Section VII. below reimburse the Club for documented costs and fees incurred by the Club as the result of the SWFWMD permitting litigation to date in an amount up to $25,000.

VI. Evergreen Fund

TERRABROOK will establish an “Evergreen Fund” (“Fund”) for the purposes of facilitating the enforcement of manatee slow speed zones and otherwise enhancing
manatee protection in the Tampa Bay area. The Fund will be created, funded and operated as follows:

The Fund will be created and replenished through the permitting program for power boats as further described in Section I. of this Settlement Agreement. Under this program the Enforcing Authority will charge an initiation fee and an annual fee for each power boat that uses the Canal System or the Lagoon System. The permitting program will also ensure that the number of power boats authorized to be used by Harbor Bay homeowners is in compliance with the limitations set forth in this Settlement Agreement.

For each Harbor Bay homeowner who applies for an available permit authorizing direct access by the homeowner’s power boat to Tampa Bay, the homeowner will be assessed a fee of $500 at the time of permit issuance. For each homeowner who applies for an available permit authorizing access by the homeowner’s power boat to Tampa Bay by means of a boat lift or some other mechanical device, the homeowner will be assessed a fee of $250 at the time of permit issuance. This will result in a potential total of $300,000 to be paid into the Fund. In order for the Fund to have significant funding prior to issuance of any power boat permits, TERRABROOK agrees to advance $100,000 of this amount into the Fund within 12 months of Final Issuance Date. The first $100,000 in permit fees shall be paid to TERRABROOK as reimbursement for the foregoing advance.

Of TERRABROOK’s initial $100,000 advanced into the Fund, $25,000 will be set aside to purchase a boat to be used for law enforcement by the Hillsborough County Sheriff’s Office, Division of Marine Operations. The boat will be purchased at the time of issuance of all necessary permits to begin construction of the Project.

The permitting program will include an annual renewal fee for each power boat, at an amount to be established by the Enforcing Authority. The amount shall be sufficient to ensure that at least $50 of the annual fee goes into the Fund for each permit for power boats having direct access to Tampa Bay, and at least $25 for each permit for power boats not having direct access.

The permit fees paid into the Fund, along with investment income from the Fund, and any other contributions or receipts, will be managed by the Fund trustees, of whom there shall be three—one selected by the Club, one selected by the Harbor Bay Homeowners Association, and a third to be chosen by the other two. The first two trustees will have the power to select and replace the third, who should come from an agency or nonprofit organization committed to manatee protection in the Tampa Bay area (e.g., Office of Protected Species of the Florida Fish and Wildlife Commission, Agency on Bay Management, Tampa Bay National Estuaries Project, Lowrey Park, Tampa Aquarium, Florida Marine Research Institute, etc.).

Moneys from the Fund shall be used to further efforts for on water enforcement of the Phase I and Comprehensive Speed Zones. No part of the Fund will be used for salaries to individuals other than law enforcement officers or to reimburse TERRABROOK for any of the expenses it incurs in fulfilling its obligations under this
Settlement Agreement to seek adoption of the Phase II Speed Zone. Any monies provided by the Fund for law enforcement efforts to protect manatees in the Tampa Bay area must be used to supplement and enhance, not to replace, funding for such efforts.

VII. Plug Removal

TERRABROOK may remove the plug that currently restricts navigable access to the approximately 2400 foot long entrance channel to Tampa Bay from the Project no earlier than one year after Final Issuance Date. To the extent that TERRABROOK’s inability to remove the plug during this time causes TERRABROOK documented additional construction costs for the Project, such additional costs may be deducted by TERRABROOK from the amount being provided to the Club for reimbursement under Section V in an amount not to exceed $25,000.

VIII. Procedural Matters

This Settlement Agreement is conditioned upon execution by TERRABROOK, the Club and the SWFWMD on or before January 26, 2001, of a “Consolidated Motion for Remand, Voluntary Dismissal, and Cancellation of the Final Hearing” (the “Motion”), a copy of which is attached as Exhibit “B” to this Settlement Agreement; issuance by the SWFWMD of ERP No. 4318838.004 in accordance with the provisions of this Settlement Agreement, including the Motion; and issuance of a CWA permit for the Project by the Army Corps of Engineers pursuant to Application No. 199803785 (IP-MN).

The Club hereby commits and covenants not to provide comments adverse to the Project to any federal, state or local agency; nor to challenge issuance of the CWA permit or any other federal, state or local permit, provided that none of the conditions of such permit is in conflict with any of the provisions of this Settlement Agreement. This commitment applies to the Club directly and to any efforts by the Club to request, encourage or assist in the efforts of any other entity to comment upon or challenge any such permits.

The Club reserves the right to initiate appropriate administrative or judicial proceedings against TERRABROOK or TERRABROOK’s successors in interest in the event that TERRABROOK or its successors in interest violate the terms of this Settlement Agreement, and to challenge any request by TERRABROOK or its successors in interest to modify the terms of the SWFWMD or ACOE permits in a manner that would result in an increase in the total number of power boats having direct or indirect access to Tampa Bay beyond the amount contemplated in this Settlement Agreement.

This Settlement Agreement contains all of the parties’ mutual obligations and covenants, and any modifications to this Agreement must be in writing and executed by both parties. In the event any commitment or portion of this Settlement Agreement is found invalid by a court of competent jurisdiction and rendered void, the remainder of the Agreement shall remain valid and effective.
This Settlement Agreement and its obligations shall be binding on the parties and
their successors in interest, and shall be referenced in SWFWMD Permit No.
4318838.004. The Declaration of Covenants, Restrictions and Easements to be recorded
by TERRABROOK for the Project in the official records of Hillsborough County shall
contain specific reference to said permit.

Save The Manatee Club, Inc.

By:  [Signature]
    (Printed Name of Representative)

Title:  Executive Director

Date:  1/29/01

TERRABROOK APOLLO BEACH, L.P.

By:  Westerra Management, L.L.C.

   Its Authorized Representative

By:  [Signature]
    (Printed Name of Representative)

Title:  Assistant Vice President

Date:  January 26, 2001
Figure 2.

Approximate proposed location of buoys marking the manatee travel corridor along Apollo Beach. The areas inside (eastery direction) will be slow speed for boats to the edge of the shore or channel markers.

EXHIBIT A
FIRST AMENDMENT TO
SETTLEMENT AGREEMENT

WHEREAS, TERRABROOK Apollo Beach, L.P., ("TERRABROOK") and the
Save the Manatee Club (the "Club") entered into a Settlement Agreement dated January
25, 2001, a copy of which attached hereto as Exhibit "A"; and

WHEREAS, TERRABROOK and the Club shall be referred to as the "Settlement
Parties" in this First Amendment;

WHEREAS, the Settlement Agreement resolved a dispute between the Settlement
Parties over the issuance of environmental and land use permits for TERRABROOK'S
Harbor Bay Project ("Project") located in Southwestern Hillsborough County, as also
identified in Southwest Florida Water Management District ("SWFWMD")
Environmental Resource Individual Construction Permit No. 4318838.004, dated May
23, 2000; and

WHEREAS, as a result of the Settlement Agreement all pending litigation
between the Settlement Parties ended, SWFWMD Permit No. 4318838.004 was issued,
the necessary Army Corps of Engineers Permit was issued, and TERRABROOK has
commenced construction of the Project; and

WHEREAS, the Settlement Parties have been implementing the Settlement
Agreement in good faith, as described in the letter dated April 2, 2003, from Daniel H.
Thompson to Judith Vallee attached hereto as Exhibit "B"; and

WHEREAS, the Settlement Parties recognize that certain sections of the
Settlement Agreement need to be modified and updated to changed circumstances and the
desire of the Settlement Parties to replace the funding mechanism in Evergreen Fund with
one that is easier to administer, while still being consistent with and in furtherance of
purpose of the Evergreen Fund as stated in the Settlement Agreement;

WHEREAS, the Settlement Agreement requires that any modifications to it be in
writing and executed by both Settlement Parties;

WHEREAS, TERRABROOK has established the MiraBay Homeowners
Association, Inc., a Florida not-for-profit corporation (the "Homeowners Association"),
to be the homeowners association at MiraBay and to be the Enforcing Authority under
the Settlement Agreement, and the Homeowners Association has agreed to assume the
duties and obligations as the Enforcing Authority under the Settlement Agreement.

WHEREAS, as the result of TERRABROOK's having established the
Homeowners Association as the homeowners association at MiraBay and as the
Enforcing Authority, the Settlement Parties intend the Homeowners' Association to
become a party to this First Amendment to Settlement Agreement;

NOW, THEREFORE, TERRABROOK, the Homeowners Association and the
Club amend specific sections of the Settlement Agreement in the following manner:

III. Phase I Zone Enhancement

Hillsborough County has raised legal concerns to the requirement contained
herein that TERRABROOK jointly file with the Club a petition with Hillsborough
County to enhance the Phase I Zone by setting aside an area adjacent to the slow speed
zone at the mouth of the Biscayne Canal Channel into Tampa Bay as a no motor zone. In
deference to these concerns, the parties hereto agree no longer to be obligated to file such a petition.

V. Club Reimbursement

The amount paid to the Club by TERRABROOK pursuant to this section shall be $25,000.00, receipt of which is hereby acknowledged by the Club.

VI. Evergreen Fund

TERRABROOK agreed in the Settlement Agreement to cause the establishment of an “Evergreen Fund” (“Fund”) for the purposes of facilitating the enforcement of manatee slow speed zones and otherwise enhancing manatee protection in the Tampa Bay area. The Settlement Agreement provided that the Fund would be created and replenished by the Enforcing Authority issuing permits for power boats utilizing the Canal and Lagoon Systems and charging: (a) $500 for initial permit issuance for power boats having direct access to Tampa Bay; (b) $50 for annual permit renewal for power boats having direct access to Tampa Bay; (c) $250 for initial permit issuance for power boats having access to Tampa Bay by means of a boat lift or some other mechanical device; and (d) $25 for annual permit renewal for power boats having access to Tampa Bay by means of a boat lift or some other mechanical device. The Homeowners Association has established a boat permit fee schedule which differs from that set forth in the Settlement Agreement. The Club agrees that the Homeowners Association may deviate from the original Settlement Agreement in the amounts of the boat permit fees and the types of boats that must have a permit, provided the money to be paid into the Fund is not reduced from the amounts originally contemplated by the Settlement Agreement. To accomplish this, the parties hereto agree that:

(a) The Homeowners Association shall only be required to pay into the Fund once per calendar quarter rather than as permits are issued;

(b) Within 60 days after the end of each calendar quarter the Homeowners Association shall: (i) provide the Club a detailed report, certified as correct by the Homeowners Association, showing, in reasonable detail, the number of permits issued or renewed (during the calendar quarter just ended) for power boats having direct access to Tampa Bay and for power boats having access to Tampa Bay by means of a boat lift or some other mechanical device and (ii) pay into the Fund a sum equal to the amount that would have been paid into the Fund under the original Settlement Agreement for those issuances and renewals. (If for any calendar quarter the total amount actually collected from boat permit fees is lower than the amount that would have been paid into the Fund for that calendar quarter under the original Settlement Agreement, then the Homeowners Association will contribute the difference from other sources, and if it is higher, then the Homeowners Association will retain the difference.)
The original Settlement Agreement contemplated that TERRABROOK would be reimbursed from the boat permit fees for the $100,000 advanced or to be advanced by TERRABROOK into the Fund. Therefore, anything in the preceding paragraphs to the contrary notwithstanding, until TERRABROOK has been reimbursed its full $100,000, all sums that would have been payable into the Fund under the preceding paragraphs by the Homeowners Association shall instead be paid by the Homeowners Association to TERRABROOK at the same time and on the same basis that these sums would have been payable into the Fund.

The original Settlement Agreement contemplated that $25,000 of the $100,000 to be advanced into the Fund by TERRABROOK would be set aside to purchase a boat to be used for law enforcement by the Hillsborough County Sheriff's Office, Division of Marine Operations. The parties hereto acknowledge that TERRABROOK has already fulfilled this obligation. This has been accomplished through the delivery of the boat to the Hillsborough County Department of Public Safety. The boat shall be deemed to have been a $25,000 advance to the Fund by TERRABROOK, to be reimbursed to TERRABROOK by the Homeowners Association as part of the total $100,000 reimbursement.

As originally planned, the Fund would be created as a trust fund to be managed by the Fund trustees, of whom there would be three (one selected by the Club, one selected by the Homeowners Association, and a third to be chosen by the other two). The parties hereto now agree that the Fund will be managed exclusively by the Homeowners Association.

The Homeowners Association shall establish the Fund as a specifically designated account, in which the Homeowners Association will identify each source of income into and disbursement from the Fund. The Homeowners Association will report to the Club on expenditures from the Fund on at least an annual basis, and will make its Fund records available to the Club for inspection at any time, subject to reasonable notice.

Expenditures from the Fund will be used for the purposes originally intended in the Settlement Agreement—i.e., to further efforts for on water enforcement of the Phase I and Comprehensive Speed Zones, and not for salaries to individuals other than law enforcement officers. The Homeowners Association will enter into contracts with either the Hillsborough County Sheriff’s Office, the Florida Fish and Wildlife Conservation Commission, or other appropriate law enforcement agency capable of providing such on water enforcement. Under such contracts the Homeowners Association would agree to pay for law enforcement officers to provide on water law enforcement either as a supplement to their regular responsibilities or in an “off duty” capacity. Fund money provided would be used exclusively for salaries and related costs associated with the officers’ employment, such as employment taxes and insurance. The contracting parties would determine at regular intervals, no longer than annually, the maximum amount of services to be provided under a particular contract, to ensure that the personnel costs encumbered do not exceed the money available in the Fund. Each time a contract is prepared or renewed, the Homeowner’s Association will give the Club at least 10 days notice prior to execution of the contract. No contract will be executed if the Club objects
during this notice period to any provisions of the contract, until such time as the objection has been resolved.

VII. Assumption of Enforcing Authority Duties.

The Association, by its joinder, does hereby assume all obligations of the Enforcing Authority under the Settlement Agreement and agrees to this Amendment.

SAVE THE MANATEE CLUB, INC.

By: Judith Vallee
(Printed Name of Representative)
Title: Executive Director
Date: 10/30/03

TERRABROOK APOLLO BEACH, L.P.
By: Westerra Management, L.L.C.
Its Authorized Representative

By: 
(Printed Name of Representative)

Title: 
Date: 

NEW SIGNATURE BLOCK ON NEXT PAGE

MIRABAY HOMEOWNERS ASSOCIATION, INC.

By: Steven E. Gamm
(Printed Name of Representative)
Title: Vice President
Date: 11/21/03
TERRABROOK APOLLO BEACH, L.P.,
a Delaware limited partnership

By: Terrabrook Apollo Beach GP, L.L.C.,
a Delaware limited liability company,
its General Partner

By: [Signature]
Name: Steven E. Gamm
Title: Assistant Vice-President
Date: 11/21/03

By: [Signature]
Name: James H. McLennan
Title: Vice President & C.F.O.
Date: 11/25/03

REMAINDER OF PAGE LEFT BLANK
Tab 18
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<tr>
<th>Community Name</th>
<th>3Bd/3Bth, 3000 sq ft</th>
<th>HOA Fees</th>
<th>Total fees</th>
<th>Comparison of Community Amenities versus Fees</th>
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<td></td>
<td>Overall amenities</td>
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<td>Overall aesthetics</td>
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<td>Fitness center</td>
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<tr>
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<td>Landscaping</td>
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<td></td>
<td>Boating</td>
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<td>2nd pool</td>
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<td></td>
<td>Tennis court</td>
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<td>Pickleball</td>
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<td>$ 500,000</td>
<td>$ 3,712</td>
<td>$ 3,827</td>
<td>8</td>
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<td>Waterset</td>
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<td>8</td>
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<td></td>
<td></td>
<td></td>
<td>5</td>
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<tr>
<td>Valencia</td>
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Column B should be the price of an average 3000 sq ft, 3Bd, 3Bth home (MiraBay is a 60ft lot)

On a scale of 1 to 10, column F should be an overall rating of the community amenities

On a scale of 1 to 10, column G should be an overall rating of the community aesthetics

On a scale of 1 to 10, column H should be an overall rating of the public schools in the area

On a scale of 1 to 10, column I should be an overall rating of the shopping in the immediate area

On a scale of 1 to 10, column J should be an overall rating of the community clubhouse

On a scale of 1 to 10, column K should be an overall rating of the community's resort pool

On a scale of 1 to 10, column L should be an overall rating of the community's fitness center

On a scale of 1 to 10, column M should be an overall rating of the community's landscaping

On a scale of 1 to 10, column N should be an overall rating of the community's boating access and amenities

On a scale of 1 to 10, column O should be an overall rating of the community's 2nd pool

On a scale of 1 to 10, column P should be an overall rating of the community's tennis courts

On a scale of 1 to 10, column Q should be an overall rating of the community's basketball court

On a scale of 1 to 10, column R should be an overall rating of the community's pickleball court
# Project Detail - Page 1

## Location
- **MIRABAY CLUB**

## Items

<table>
<thead>
<tr>
<th></th>
<th>STREET SIGNAGE, CUSTOM</th>
<th>PRICE EACH</th>
<th>QTY</th>
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<td>$726.70</td>
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<td>(C) KEEP RIGHT</td>
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<td>4</td>
<td>(D) YIELD SIGN</td>
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<td>5</td>
<td>(E) STOP AHEAD</td>
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<td>$0.00</td>
<td>25</td>
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<td>8</td>
<td>LABOR / INSTALLATION, INSTALL - TAMPA, LOCAL 15-30</td>
<td>$3,325.00</td>
<td>1</td>
<td>$3,325.00</td>
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**ESTIMATED INSTALL ACTUAL TBD**
Approval

- All work will be completed in a workmanlike manner according to standard practice. All agreements are contingent upon delays and material cost increases beyond our control.
- Pricing in this proposal is subject to acceptance within 14 days and is void thereafter.
- Depending upon the agreed credit terms, a deposit may be required before work is to commence.
- If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project immediately upon completion.
- Any labor and installation pricing is approximate and subject to change based upon actual time incurred.
- Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Product will be warehoused until the client is ready for installation, at which time applicable installation labor will be invoiced upon completion.
- Delivery charges - shipping and handling charges - and/or applicable sales tax are not included in this estimate.
- Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary.
- Customer is responsible for variations from customer supplied architectural drawings & hardscapes.
- Signature on this proposal constitutes approval from the client on supplied artwork/graphics.
- Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

ONSIGHT INDUSTRIES, LLC

SIGNATURE: RON SILVEIRA
DATE: 9/6/2018

PROPOSAL ACCEPTANCE
THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE:  
DATE:  

900 CENTRAL PARK DR., SANFORD, FL 32771-6634
P: 407.830.8861 • F: 407.830.5569
Stop Signs
QTY: 4

Sign with Frame
30” x 30” (RI-1) Stop Sign
Alum. 0.080 - Hi Reflective Vinyl
32” x 32” Frame: 1x1 Aluminum Tubing with 080 Aluminum Backer
Painted Black

Post
(P7) 13’ - 3” Fluted Post Painted Black
Post set in Concrete for Stability

Base
(B1) Tall Europa Base Painted Black

Finial
(F1) Acorn Finial Painted Black

ALL HARDWARE PAINTED BLACK

Install at minimum 30” below grade

Harbor Bay CDD - Mirabay Club
Ron Silveira | Idaliz Ortiz
**Speed Limit 25 Sign**
QTY: 3

**Sign with Frame**
24” x 30” (R2-1) Speed Limit Sign
Alum. 0.080 - HI Reflective Vinyl
26” x 32” Frame: 1x1 Aluminum Tubing with 080 Aluminum Backer
Painted Black

**Post**
(P7) 13’ - 3” Fluted Post Painted Black
Post set in Concrete for Stability

**Base**
(B1) Tall Europa Base Painted Black

**Finial**
(F1) Acorn Finial Painted Black

**ALL HARDWARE PAINTED BLACK**

Install at minimum 30” below grade
Sign with Frame
24” x 30” (R4-7) Keep Right Sign
Alum. 0.080 - HI Reflective Vinyl
26” x 32” Frame: 1x1 Aluminum Tubing with 080 Aluminum Backer
Painted Black

18”x18” (OM1-1) Object Marker Sign
Alum. 0.080 - HI Reflective Vinyl
20” x 20” Frame: 1x1 Aluminum Tubing with 080 Aluminum Backer
Painted Black

Post
(P7) 13’ - 3” Fluted Post Painted Black
Post set in Concrete for Stability

Base
(B1) Tall Europa Base Painted Black

Finial
(F1) Acorn Finial Painted Black

ALL HARDWARE PAINTED BLACK

Install at minimum 30” below grade
Yield Sign
QTY: 5

Sign with Frame
30" x 30" (R1-2) Yield Sign
Alum. 0.080 - HI Reflective Vinyl
32" x 32" Frame: 1x1 Aluminum Tubing with 080 Aluminum Backer
Painted Black

Post
(P7) 13' - 3" Fluted Post Painted Black
Post set in Concrete for Stability

Base
(B1) Tall Europa Base Painted Black

Finial
(F1) Acorn Finial Painted Black

ALL HARDWARE PAINTED BLACK

Install at minimum 30" below grade
Stop Ahead
QTY: 4

Sign with Frame
30” x 30” (W3-1) Stop Ahead
Alum. 0.080 - HI Reflective Vinyl
32” x 32” Frame: 1x1 Aluminum Tubing with 080 Aluminum Backer
Painted Black

Post
(P7) 14’ - 3” Fluted Post Painted Black
Post set in Concrete for Stability

Base
(B1) Tall Europa Base Painted Black

Finial
(F1) Acorn Finial Painted Black

ALL HARDWARE PAINTED BLACK

Install at minimum 30” below grade
One Way (Right)
QTY: 2

Sign with Frame
36" x 12" (R6-1R) One Way (right)
Alum. 0.080 - HI Reflective Vinyl
38" x 14" Frame: 1x1 Aluminum Tubing with 080 Aluminum Backer
Painted Black

Post
(P7) 11' - 3" Fluted Post Painted Black
Post set in Concrete for Stability

Base
(B1) Tall Europa Base Painted Black

Finial
(F1) Acorn Finial Painted Black

ALL HARDWARE PAINTED BLACK

Install at minimum 30" below grade

Harbor Bay CDD - Mirabay Club
Ron Silveira | Idaliz Ortiz
MEMORANDUM

To: Board of Supervisors
Harbor Bay Community Development District

From: Michael C. Eckert
Mike Collazo

Re: Speed Limits and Enforcement Issues

Date: March 16, 2017

The purpose of this memorandum is to advise the Harbor Bay Community Development District (the “District”) Board of Supervisors (the “Board”) regarding certain speed limit and traffic signage and enforcement issues within the District. Specifically, the District has asked us to evaluate and consider:

(1) Whether the 20-mph speed limit signs posted throughout the District are appropriate or should be replaced by 25-mph speed limit signs;

(2) Whether the District should continue to hire off-duty Florida Highway Patrol (“FHP”) officers to enforce posted speed limits, or consider hiring Hillsborough County Sheriff’s Office (“HCSO”) deputies instead; and,

(3) Whether the District should consider entering into a Traffic Control Jurisdiction Agreement (“TCJA”) with Hillsborough County.

In summary, we recommend that the District proceed to order and install new 25-mph signs consistent with a 2015 Coen & Company study commissioned by the District. We also recommend that the District proceed to negotiate and enter into a TCJA with Hillsborough County, in light of the additional law enforcement presence that doing so should create, without additional cost to the District. Because the rates to hire off-duty FHP officers and off-duty HCSO deputies are basically the same, there appears to be no significant financial advantage to hiring one over the other, although if the District enters into a TCJA with the County, it may make more sense for the District to hire off-duty HCSO deputies who generally spend more time in District as part of their regular patrol duties pursuant to the TCJA. Please see below for details.

Speed Limits

In 2007, the District addressed resident concerns regarding observed speeding within the District by adopting Resolution 2007-08, which resulted in the District posting 20-mph speed limit signs throughout the District soon thereafter. Approximately seven years later, in 2014, the District hired Mr. Randy Coen, AICP, of Coen & Company to...
evaluate and make recommendations regarding vehicle speeds and sign and pavement markings within the District. Based upon his review, Mr. Coen made several recommendations.

First, with respect to vehicle speeds, Mr. Coen prepared and provided the District a Vehicle Speed Evaluation (“VSE”), attached as Exhibit “A” hereto, which concluded as follows:

When determining the need/justification to reduce a speed limit, speed observations are typically conducted to identify the 85th Percentile Speed. Posted speed limits are typically not reduced below the generalized 85th Percentile Speed, which in this case would be 25 mph, unless there is significant and compelling justification typically based on issues of documented safety or accident experience.

Mr. Coen did not identify a “significant and compelling justification” to lower the posted speed limit from 25-mph to 20-mph within the District. Instead, in cases such as this (where the 85th Percentile Speed is less than 12 mph above the posted speed limit), Mr. Coen endorsed the county’s general recommendation to “increase[] law enforcement on a random basis during the hours when the majority of the speeding violations occur.” To that end, Mr. Coen recommended that the District “coordinate with Florida Highway Patrol to provide more targeted locations/times for addressing speeding issues.”

Second, with respect to his evaluation of signs and pavement markings within the District, Mr. Coen recommended during his 2015 public presentation that due to “the current inconsistency of signage and missing signs, updating the signs should be done as soon as feasible.” Mr. Coen’s study included a list of specific signs and pavement markings that should be replaced/refreshed (not attached to this memorandum but reflected in an interactive sign evaluation exhibit to his presentation). New 25-mph speed limit signs could be purchased in conjunction with, or independently from, other needed traffic signs, consistent with Mr. Coen’s recommendation to update signage as soon as feasible.

In light of all of the above, we recommend that the District follow Mr. Coen’s professional advice and return posted speed limits within the District to 25-mph, which his VSE identifies as the 85th Percentile Speed within the District. This work could be done in conjunction with replacing/renewing other signs and pavement markings on District roadways. Additionally, to the extent the District does not already do so, the District should work with law enforcement to target locations/times for addressing speeding issues.

**Enforcement**

To enforce traffic laws, the District currently hires off-duty FHP officers to patrol District roadways in five-hour shifts every other day (in addition to having FHP present at Board meetings). Assuming on average 18 shifts per month (as was the case in
January 2017), off-duty FHP officers patrol District roadways about 90 hours per month. Based upon an hourly rate of $40/hour, the District pays off-duty FHP officers about $3,600/month for these patrols. The off-duty HCSO deputy rate structure is similar, about $35/hour (plus mileage – it is unclear whether the off-duty FHP officer rate includes mileage or not). Assuming the number of shifts and hours remains the same, the District can expect to pay about the same amount each month to hire an off-duty HCSO deputy to patrol District roadways, perhaps slightly less.

It is important to highlight, however, that although the costs associated with hiring off-duty FHP officers and off-duty HCSO deputies for specified traffic patrols are about the same, the HCSO currently lacks jurisdictional authority to also generally patrol the District for traffic. This means that other than off-duty patrols, traffic enforcement within the District is, at present, limited to emergency response only. In order to give the HCSO the jurisdictional authority it would need to also engage in regular patrols within the District (i.e. in addition to hiring off-duty FHP officers or off-duty HCSO deputies, and at no additional cost to the District), the District would need to enter into what is known as a Section 316.006(2), Florida Statutes, traffic control jurisdiction agreement (“TCJA”) with Hillsborough County. Such agreements are fairly standard. Once executed they are effective for two years, and can be renewed for a third year. Attached as Exhibit “B” is a draft TCJA for your review and consideration. Because of the potential benefit to residents of additional regular patrols by the HCSO – which FHP does not provide, since its focus on state roadways and transportation facilities – we recommend that the District pursue a TCJA with the HCSO.

Should the Board decide to follow this recommendation, Mr. Coen would need to first certify to Hillsborough County that all roads, streets and highways within the District are properly signed and marked in conformance with the Manual on Uniform Traffic Control Devices adopted by the Florida Department of Transportation. Because few if any of Mr. Coen’s 2015 recommendations regarding signage and pavement markings within the District have been implemented to date, we also recommend immediate implementation of same as an important first step to entering into a TCJA with Hillsborough County. Moreover, if the Board is indeed interested in pursuing a TCJA with the County, we can inquire with Mr. Coen regarding the need (if any) of updating his prior evaluation as part of the certification process.

**Conclusion**

We hope this memorandum has proven to be helpful and informative. Please do not hesitate to contact us if you have any questions or would like to discuss some aspect of this memorandum further. Thank you.
Representatives of the Harbor Bay Community Development District have received numerous comments regarding vehicle speeding within the district. As a result of these comments vehicle speed counts were conducted at four locations within the community. These locations were recommended by the Harbor Bay Club Director based on discussions with residents, staff, and law enforcement. The vehicle speed counts were conducted along Mirabay Boulevard, Islebay Drive, and two locations along Manns Harbor Drive. Exhibit 1 presents the specific locations of the vehicle speed counts along these roadways.

**Typical Weekday and Weekend Observation Days**

A total of 18 days of speed counts were conducted between April 6, 2015 and April 14, 2015. The vehicle speed counts were conducted at all four locations to determine a typical weekday condition. Based on the data obtained Tuesday was identified as the typical weekday. Two of the locations were also counted during the weekend to determine if weekend traffic characteristics were significantly different from the typical weekday. Saturday was selected as the typical weekend day. The observed vehicle speeds for each of these typical weekday and weekend day counts are appended.

**Results of Vehicle Speed Observations**

Exhibit 2 presents a graphic depiction of the vehicle speeds observed. The speed curves for each of the four typical weekday counts and two weekend counts follow a similar pattern. The highest percentage of drivers consistently maintained speeds between 20 mph and 24 mph. The next highest percentage of drivers maintained speeds between 25 mph and 29 mph.

Referring to the appended speed observation tables, the majority of speeding vehicles were observed along Mirabay Boulevard (68% based on a 25 mph speed limit and 53% based on a 20 mph speed limit). While not statistically significant, outbound vehicles (vehicles traveling towards US 41) tended to travel slightly faster on average than those traveling in the opposing direction. Finally, eleven (11) vehicles out of the 8,019 vehicles observed during the 4 typical weekday and 2 typical weekend 24 hour count periods were
observed to be traveling at or above 40 mph; nearly half of these vehicles (5 of 11) were observed along Mirabay Boulevard.

85th Percentile Vehicle Speed Identification

Table 1 identifies a variety of information regarding the vehicle speeds observed and potential posted speed limit characteristics. The 85th Percentile column identifies the nominal vehicle speeds at each of the locations. These speeds vary from 25.0 mph to 30.4 mph. The average overall 85th Percentile Speed is 27.6 mph. When determining the need/justification to reduce a speed limit, speed observations are typically conducted to identify the 85th Percentile Speed. Posted speed limits are typically not reduced below the generalized 85th Percentile Speed, which in this case would be 25 mph, unless there is significant and compelling justification typically based on issues of documented safety or accident experience.

Posted Speed Assessment

Table 1 also presents information regarding the result of maintaining a consistent posted speed limit through the community. It is important to note that speed violation of five miles an hour or less are not ticket-able offenses in Hillsborough County, warning citations are issued. As a result, the percentage and number of violators cited in Table 1 are based on observed speeds exceeding the posted speed limit by five miles per hour or more, i.e., 30 mph for a posted speed limit of 25 mph. The first Posted Speed column summarizes the results of a 25 mph posted speed limit. The percentage of drivers exceeding the speed limit for which a speeding ticket with a fine and points against their driver’s license is 7.2 percent or 746 of the observed vehicles. The second Posted Speed column examines a posted speed limit of 20 mph, with violators defined as those vehicles traveling at 25 mph or greater. The percentage of drivers exceeding the speed limit for which a speeding ticket with a fine and points against their driver’s license is 36.5 percent or 3,381 of the observed vehicles. A posted speed limit of 20 mph results in 453% increase in drivers violating the posted speed limit by more than five miles per hour when compared to a posted speed limit of 25 mph.

Speeding Vehicle Evaluation

Hillsborough County has established criteria for evaluating vehicle speeding. Using the county classification system, the speeding observed herein would defined as “Minor excessive speed”. This classification is based on the 85th Percentile Speed being less than 12 mph above the posted speed limit, applicable pages from the Hillsborough County Residential Traffic Calming Handbook. The 85th Percentile Speed was found to be less
than 12 mph above the posted speed limit at each of the four locations for each of the four typical weekday observation periods and the two typical weekend day observations.

With regards to lowering speed limits to slow traffic Hillsborough County, in their Frequently Ask Traffic Questions handout states:

The most common misconception about speed limits is that putting up a sign will slow the speed of traffic, reduce accidents, and increase safety. The truth is, most drivers drive at a speed that they consider to be comfortable and safe, regardless of the posted speed limit. The County usually installs signs at the entrance to a subdivision. Studies have shown that there are no significant changes in average vehicle speeds following the posting of new or revised speed limit signs. Furthermore, there is no direct relationship found between posted speed limits and accident frequency. [FAQ handout appended]

In cases such as this where the 85th Percentile Speed is less than 12 mph above the posted speed limit, the county recommends “increased law enforcement on a random basis during the hours when the majority of the speeding violations occur.”
APPENDIX

Vehicle Speed Data sheets
Hillsborough County Residential Traffic Calming Handbook pages
Hillsborough County Frequently Asked Question handout
Unit Type: PicoCount 2500 V2.20
Serial Number: 10100305
ID: A
Location: Location 1
Comments: Weekday
Dwell: 109 ms
Measurements: English
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Start Time: 0:00
Export Version: Speed V2.02
Posted Speed: 0
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Title: Combined Speeds

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| Total           | 14        | 24        | 36        | 35        | 71        | 85        | 83        | 172       | 53        | 58       | 111      | 11       | 13       | 24       | 1        | 3        | 4        | 0        | 1        | 1        | 0        | 0        | 0        | 0        | 200      | 207      | 407      |
Exhibit 2

VEHICLE SPEED SUMMARY

Note: The graph displays the percentage of vehicles at different speeds for various locations. The x-axis represents vehicle speed (MPH) and the y-axis represents the percent of vehicles. Different colors and markers indicate the speed distribution for each location.
Table 1

**POSTED SPEED ASSESSMENT**

*Harbor Bay CDD*

<table>
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<tr>
<th>Location</th>
<th>Period</th>
<th>85th Percentile Speed (MPH)</th>
<th>Posted Speed 25 MPH</th>
<th>Posted Speed 20 MPH</th>
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<tr>
<td>1 - Mirabay Blvd</td>
<td>Weekday</td>
<td>30.4</td>
<td>16.6%</td>
<td>504</td>
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<tr>
<td>2 - Manns Harbor Dr East</td>
<td>Weekday</td>
<td>27.2</td>
<td>5.7%</td>
<td>86</td>
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<tr>
<td>3 - Islebay Dr</td>
<td>Weekday</td>
<td>27.4</td>
<td>4.5%</td>
<td>61</td>
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<td>4 - Manns Harbor Dr West</td>
<td>Weekday</td>
<td>27.6</td>
<td>7.1%</td>
<td>29</td>
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<td>3 - Islebay Dr</td>
<td>Weekend</td>
<td>25.0</td>
<td>2.9%</td>
<td>35</td>
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<tr>
<td>4 - Manns Harbor Dr West</td>
<td>Weekend</td>
<td>27.7</td>
<td>6.3%</td>
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<td>Avg: 27.55</td>
<td>Avg: 7.2%</td>
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</table>

*Ticketed violators: speed of more than 5 miles per hour over posted limit, resulting in fines and points against license.*
Hillsborough County

Residential Traffic Calming Handbook

Hillsborough County
Public Works Department

County Center
601 East Kennedy, 23rd floor
Tampa, Florida, 33602

Phone: (813) 272-5912

February 16, 1988
Revised June 7, 1989
Revised September 24, 1992
Revised May 5, 1994
Revised April 7, 1999
Revised April 18, 2001
Latest Revision June 7, 2006
Traffic studies may be necessary to determine the following information

- 24-hour traffic count to determine the average daily traffic (ADT)
- Vehicle speed check to determine the 85th percentile speed
- Vehicle turning movement counts
- Origination/Destination study
- Pedestrian counts
- Accident report summary
- Collision diagram studies

7.21 **Class I: Minor excessive speed**

Speed - Measured 85th percentile speed less than 12 miles per hour above the posted speed limit.

Traffic Services Division staff may request the Sheriff’s Office to increase enforcement on a random basis during the hours when the majority of the speeding violations occur. Neighborhood flyers may be issued if required.

7.22 **Class II: Excessive speed or volume**

Speed - Measured 85th percentile speed of 12 miles per hour or greater in excess of the posted speed limit **but in no case less than 37 mph**, regardless of the posted speed limit

The 85th percentile speed represents the speed at, or below which, 85 percent of the free flowing vehicles are traveling.

Volume - Hourly volume greater than 12% of the average daily traffic, or more than 10 daily trips per household accessed.

For locations that do not meet the Class II criteria, no additional studies will be conducted within at least three years.

7.23 **Notification to other Agencies**

Once it has been determined that a given location meets Class II criteria, the following agencies will be notified that traffic calming measures are being considered, and their comment and input will be requested:

- Fire Rescue
- Sheriff’s Office
- School Board
- Hartline
- Planning and Growth Management
Traffic - Frequently asked question.

Can I put up my own sign in the County's right-of-way?

No, only regulatory, advisory, and guide signs for traffic purposes are allowed in the county right-of-way.

How are speed limits determined between 25 and 55 mph?

Speed limits are established on a basis of traffic engineering surveys. These surveys include an analysis of roadway conditions, accident records, a sampling of the prevailing speed of traffic, amount of side traffic access, and traffic volumes.

Generally speaking, a safe and reasonable limit is set at or below the speed at which 85% of the drivers drive. Posting an appropriate speed limit simplifies the job of enforcement officers, since most of the traffic is voluntarily moving at the posted speed. Blatant speeders are easily spotted, safe drivers are not penalized, and patrol officers aren’t expected to enforce unrealistic and arbitrary speed limits.

How can I get a speed limit sign placed on my street to slow traffic?

The most common misconception about speed limits is that putting up a sign will slow the speed of traffic, reduce accidents, and increase safety.

The truth is, most drivers drive at a speed that they consider to be comfortable and safe, regardless of the posted speed limit. The County usually installs signs at the entrance to a subdivision. Studies have shown that there are no significant changes in average vehicle speeds following the posting of new or revised speed limit signs. Furthermore, there is no direct relationship found between posted speed limits and accident frequency.

What is the purpose of stop signs?

The stop sign is used to assign right of way at an intersection and to make sure that traffic flows smoothly and predictably.

Will a stop sign reduce speeding in my neighborhood?

Because a stop sign is used to assign right of way at an intersection, it is not an effective means to control speeding. Research shows that where stop signs are installed as deterrents or speed breakers, there are high incidences of intentional violations resulting in accidents.

Will increasing the use of stop signs in my neighborhood, better control traffic?

As with any traffic control device, overuse of stop signs will cause many drivers to ignore them, creating a more hazardous situation, especially in low volume areas, such as residential neighborhoods.

Because a stop sign causes a substantial inconvenience to motorists, it should be used only where needed. Studies have shown that, sometimes, after installing a stop sign there is an increase in rear-end collisions. Also, the stop sign may cause such an inconvenience that traffic detours through residential streets, parking lots, etc.

A little known fact is that the stop and go traffic resulting from the placement of stop signs will increase carbon dioxide emissions, thereby further impacting the air quality in your area.

How can I get a stop sign on my street?
The County's Traffic Engineering Section evaluates an intersection, following State and Federal guidelines, to ensure uniformity in traffic control. The survey includes reviewing the following criteria:

- Vehicle and pedestrian volumes
- Traffic speeds
- Visibility (sight distance) at the intersection, i.e., trees, shrubbery, and curves
- Accident history

Experience has shown that improving the intersection visibility by prohibiting parking near the intersection or removing other sight distance obstructions, is often more effective in reducing traffic accidents.

**What are the uses for multi-way and two-way stop signs?**

Ordinarily, a multi-way stop sign should be used only where the volume of traffic is nearly equal on both intersecting roads. In situations where the volume is extremely heavy, a traffic light is more effective. Also, a multi-way stop sign is often used at an intersection where signals are urgently needed, but have not yet been installed. The multi-way sign can be installed quickly to control traffic while arrangements are being made for the signal installations.

Two-way stop control is used in areas where one street has a much higher traffic volume than the street it intersects.

**I have a lot of children on my street, how can I get "Children at Play" signs posted?**

Hillsborough County does not install "Children at Play" signs on county maintained roads. "Children at Play" signs give parents and children a false sense of security because studies conducted in locations with "Children at Play" signs show no evidence of reducing vehicle-pedestrian collisions, or lowering vehicular speeds. The Federal Highway Administration has revised the Manual of Uniform Traffic Control Devices to no longer include "Children at Play" signs which makes installation of such signs a violation of 23 Code of Federal Regulations (CFR), Part 655, Subpart F. Teaching children about the dangers of playing in or near roadways is the most effective way of protecting them from the dangers of vehicular traffic.

**A sign on my street has been defaced, knocked down, stolen, or is blocked by vegetation; will you come out and fix it?**

Yes. Any time you see a traffic sign on a county maintained road that has been defaced or otherwise, please notify us by calling (813) 635-5400. It will be helpful if you can tell us the type of sign, the street it is on, and the nearest house number or cross-street.

**We live in a private subdivision; can we order signs from you?**

No. We do not sell signs, please check your local phone directory or online resources for traffic sign manufacturers.

**Someone in my family passed away in a traffic crash on a County road. I would like to put up a memorial marker for them. How do I do that?**

Memorial Markers are allowed on County maintained roads for up to one year under County Commission Policy. Please call (813) 635-5400 to start the process.

**I would like to put up Neighborhood Watch signs, how do I do that?**
Crime Watch and Neighborhood Watch signs are processed by the Hillsborough County Sheriff's Department. These signs cannot be placed on

Why are traffic signals needed?

As traffic volumes increase beyond the capability of lesser controls, such as a four-way stop, it may be necessary to install a traffic signal. Traffic signals offer maximum control at intersections. The primary function of any traffic signal is to assign right-of-way to conflicting movements of traffic at an intersection.

This is done by permitting conflicting streams of traffic to share the same intersection by means of time separation. By alternately assigning right-of-way to various traffic movements, signals provide for the orderly movement of conflicting flows. They may interrupt extremely heavy flows to permit the crossing of minor movements that could not otherwise move safely through an intersection. When installed under conditions that justify the installation of traffic signals, they are valuable devices for improving the safety and efficiency of both pedestrians and vehicular traffic.

How do I get signals on my street?

To install a traffic signal at an intersection, minimum criteria must be reviewed and met:

- Volume of vehicular and pedestrian traffic
- Need to provide interruption to the major flow for side street vehicles and pedestrians
- Accident history of intersection

Call (813) 635-5400 to start the process.

How are signals timed?

Traffic signals assign the right-of-way to various traffic movements for different time intervals depending on traffic flow levels. Pre-timed signals have preset time intervals for different times of the day, including the morning, noon, and evening peak travel periods.

Traffic actuated signals use detectors located in the pavement on the approaches to traffic signals to monitor and assign the right-of-way on the basis of changing traffic demand. These signals attempt to assign most of the available green time to the heaviest traffic movements. The majority of the County's signals are actuated signals, using detectors.

Are there any disadvantages to traffic signals?

While many people realize that traffic signals can reduce the number of right angle collisions at an intersection, few realize that signals can also cause a significant increase in rear-end collisions. In addition to an increase in accident frequency, unjustified traffic signals can also cause excessive delay, disobedience of signals, and diversion of traffic to residential streets. Traffic signals are not a “cure-all” for traffic problems. The primary goal of the Traffic Division is to attain the safest and most efficient overall traffic flow possible.

How much does a traffic signal cost?

Traffic signals are more costly than is commonly realized, even though they represent a sound public investment when justified. A modern signal can cost from $150,000 to $300,000, which includes a traffic signal controller, signal heads, vehicle detectors, pedestrian signals, and signal poles and supports.

Controller - The controller is the signal's brain. It consists of electrical or computer controls that operate the selection and timing of traffic movements in accordance with the varying demands of traffic as registered with the controller unit by detectors.
**Signal Faces** - Signal faces are part of a signal head that include solid red, yellow, and green lights and sometimes red, yellow, and green turn arrow lights as well.

**Signal Head** - A signal head can contain one or more signal faces.

**Vehicles Detectors** - Vehicle detectors are devices for indicating the passage or presence of vehicles. In Hillsborough County, these consist of wire loops placed in the pavement at intersections. They are activated by the change of electrical inductance caused by a vehicle passing over or standing
TRAFFIC CONTROL JURISDICTION AGREEMENT
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

THIS TRAFFIC CONTROL JURISDICTION AGREEMENT is made and entered into on this ______ day of ________________, 2017, by and between HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, a Florida Community Development District (hereinafter referred to as "the District") and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the District is an independent special district that was established pursuant to Chapter 190, Florida Statutes, for the purpose of ownership, maintenance, and preservation of common areas within that certain tract of property described in Exhibit "A" (hereinafter referred to as "Harbor Bay Property"), attached hereto, and made a part of this agreement; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District maintains and administers common facilities and common areas within the Harbor Bay Property; and

WHEREAS, the District and the Harbor Bay Property are located in the unincorporated area of Hillsborough County; and

WHEREAS, the District owns or controls the roads within the Harbor Bay Property; and

WHEREAS, pursuant to Section 316.006(3)(b), Florida Statutes, the County may exercise Traffic Control Jurisdiction over any private road in the unincorporated area of the County upon written agreement between the County and the party owning or controlling the road, for Traffic Control Jurisdiction over the road(s) encompassed in the Agreement; and

WHEREAS, the District desires that the County exercise Traffic Control Jurisdiction over the roads within the Harbor Bay Property, pursuant to such an Agreement; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the residents of the County to exercise such Traffic Control Jurisdiction by entering into such an Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed by and between the District and the County as follows:
1. **Traffic Control Jurisdiction.** During the term of this Agreement, as may be amended from time to time, the County, through the Hillsborough County Sheriff’s Office, agrees to exercise Traffic Control Jurisdiction over the roads within the Harbor Bay Property.

"Traffic Control Jurisdiction" under the terms of this Agreement does not include the placement or maintenance of traffic control devices. The County in no way agrees to accept jurisdiction over, or responsibility for, the placement and maintenance of traffic control devices or the roads within the Harbor Bay Property.

Nothing herein shall be construed as placing jurisdiction in the County for any purpose beyond Traffic Control Jurisdiction or jurisdictional authority presently exercised by the County under law.

2. **Reimbursement for Costs.** The District shall reimburse the County for the actual costs of traffic control and enforcement requested in writing within the Harbor Bay Property, pursuant to statements of costs provided by the County and/or the Hillsborough County Sheriff’s Office.

3. **Indemnification.** The District shall defend, indemnify and hold harmless the County and the Hillsborough County Sheriff’s Office from and against any liability, loss damage, claim, demand, suit or action of any kind or character whatsoever arising out of or resulting from the exercise of Traffic Control Jurisdiction and enforcement in the Harbor Bay Property, pursuant to this Agreement, to the extent of limitations on liability contained in Section 768.28, *Florida Statutes*; unless the liability, loss, damage, claim, demand, suit or action arises out of the negligence or intentional misconduct of the County, its officers, agents, employees or otherwise. The parties agree that no provision of this Agreement constitutes a waiver by the District or the County of sovereign immunity, as set forth in Section 768.28, *Florida Statutes*, or other statute or law. The provisions contained in this section will survive the expiration or termination of services under this Agreement.

4. **Obligation to Provide Traffic Control Devices and Certification.** The District shall be required to place and maintain signs, markings, and other traffic control devices within the Harbor Bay Property in conformance with the Manual on Uniform Traffic Control Devices, as adopted by the Florida Department of Transportation pursuant to *Florida Statutes* Section 316.0745 (hereinafter referred to as the “MUTCD”). Prior to execution of this Agreement, the District shall provide to the Sheriff, with a copy to County, a certification signed and sealed by a
registered professional engineer that certifies to the Sheriff that all roads, streets and highways within the Harbor Bay Property are properly signed and marked in conformance with the MUTCD. The certification shall be provided to the Sheriff at:

HCSO Legal Office  
P.O. Box 3371  
Tampa, Florida 33601

With a Copy to:

Major Bullara  
Hillsborough County Sheriff’s Office  
508 33rd Street SE  
Ruskin, Florida 33570

And to:

Hillsborough County Attorney’s Office  
P.O. Box 1110  
Tampa, Florida 33601  
Attn.: Nancy Takemori, Esquire

Furthermore, the District shall allow the County to inspect all roads, streets and highways within the Harbor Bay Property in order to be reasonably assured that all streets are properly signed and marked in conformance with the MUTCD. The County expressly reserves the right to relinquish Traffic Control Jurisdiction exercised under this Agreement if the Sheriff or County determines that any signs or markings within the Harbor Bay Property fail to comply with the standards and specifications set forth in the MUTCD.

5. **Term.** This Agreement shall be effective for two (2) years from the due execution thereof unless sooner terminated by either party as provided herein. This Agreement may be renewed for an additional one (1) year period. It shall be the responsibility of the District to notify the County at least sixty (60) days prior to the expiration of this Agreement of its intent to renew.

6. **Termination.** The provisions of Paragraph 5 notwithstanding, either party may terminate this Agreement upon sixty (60) days written notice to the other party.
7. **Notice.** All notices contemplated or requested by this Agreement shall be served as follows:

If to the **County:**
County Attorney's Office  
P.O. Box 1110 - 27th Floor  
Tampa, Florida 33601-1110  
cc: Sheriff's Office, District IV

If to the **District:**
Harbor Bay Community Development District  
c/o _________________________  
____________________________  
____________________________

With a Copy to:  
Michael C. Eckert, Esquire  
Hopping, Green & Sams  
P. O. Box 6526  
Tallahassee, Florida 32314-6526

8. **Waiver.** Pursuant to Section 316.006 3(b)(2), *Florida Statutes*, this Agreement shall not be effective prior to October 1st of any given year, the beginning of the County’s fiscal year, unless this requirement is waived in writing by Hillsborough County Sheriff's Office. The County's execution of this Agreement shall serve as the waiver required under this provision.

9. **Effective Date.** This Agreement shall become effective immediately upon due execution by all parties hereto.

10. **Severability.** If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

11. **Entire Agreement.** The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein. There are no understandings, agreements, or representations expressed or implied respecting this Agreement and the service provided for herein.
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year aforesaid.

ATTEST:  
PAT FRANK,  
Clerk of the Circuit Court

HILLSBOROUGH COUNTY, a political subdivision of the State of Florida

By: ______________________  
Deputy Clerk  
Chairman, Board of County Commissioners

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, district established pursuant to Chapter 190, Florida Statutes

By: ______________________  
Witness  
Name:  
Title:

Witness
ACKNOWLEDGMENT OF DISTRICT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of ________, 2017, by ___________________, as _______________________ of the Harbor Bay Community Development District ("District"), on behalf of the District, pursuant to the powers conferred upon said officer by the District. He personally appeared before me at the time of notarization, and is personally known to me or has produced __________________________ (type of identification) as identification and did certify to have knowledge of the matters stated in the forgoing instrument and certified the same to be true in all respects.

Subscribed and sworn to me before me on this ____ day of ____________, 2017.

________________________________________
Print/Type Name
Notary Public State of Florida at Large
My Commission expires ____________________
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.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Harbor Bay Community Development District was held on Thursday, August 16, 2018 at 6:00 PM at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present and constituting a quorum were:

Paul Curley          Board Supervisor, Chairman
Joe McNeil          Board Supervisor, Vice Chairman
Ned Carr          Board Supervisor, Assistant Secretary
Steve Lockom       Board Supervisor, Assistant Secretary
Tim Nargi          Board Supervisor, Assistant Secretary

Also present were:

Joseph Roethke     Regional District Manager; Rizzetta & Company
Mike Eckert        District Counsel; Hopping, Green & Sams PA
Michelle Rigoni    District Counsel; Hopping, Green & Sams
Greg Woodcock      District Engineer; Cardno
Chris Gamache      District Engineer; Cardno
Matt Davis         MPD Legal (via phone)
Elliot Moseley    Club Director
Ashley Adkins      Club Manager
Holly Faldetta    WTS

Audience

FIRST ORDER OF BUSINESS

Call to Order and Pledge of Allegiance

The meeting was called to order and roll call performed, confirming that a quorum was present. The Pledge of Allegiance was conducted.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Mr. Curley discussed the order of items in the meeting agenda and reminded all those in attendance of District procedures, advising that in terms of audience comments, each person wishing to speak must submit a comment card and will be given three minutes to speak about any subject unless more than nine cards are submitted, in which
case each speaker will be given two minutes. He explained that the Board probably will not respond to comments at this time but encouraged residents to email suggestions prior to the meeting to facilitate adjustments to the agenda.

A resident made comments about shade structures, community security, communication, and the budget.

A resident discussed community security.

Mr. Curley responded to several of the comments made.

THIRD ORDER OF BUSINESS  Presentation of Audience Comment
Follow-up Sheet

Mr. Curley requested an update from Ms. Adkins on the possibility of a boat show.

FOURTH ORDER OF BUSINESS  Chairman’s Perspective on Agenda Items

There was no discussion for this item.

FIFTH ORDER OF BUSINESS  Presentation by HCSO Deputy

Deputy Hauman with the Hillsborough County Sheriff’s Office addressed the Board and discussed issues with crime in the community. His recommendations were to remind all residents to keep all car and house doors locked at all times. Deputy Hauman addressed various questions from the Board, and stated that roving security should be able to help with crime issues. Deputy Hauman commented on a neighborhood watch assisting with these issues and noted that it can help, but private security with trained personnel will have a greater impact.

SIXTH ORDER OF BUSINESS  Public Hearing on Fiscal Year 2018/2019 Budget

On a Motion by Mr. Curley, seconded by Mr. McNeil, with all in favor, the Board of Supervisors opened the public hearing on fiscal year 2018/2019 budget for the Harbor Bay Community Development District.

Several audience members commented on budget items during the public hearing. The Board members commented on several items within the budget, including the Enterprise Fund. Mr. Roethke presented the proposed budget for Fiscal Year 2018/2019 to the Board and reviewed some minor changes in the Enterprise Fund budget. These changes do not affect assessment levels at all.

On a Motion by Mr. Curley, seconded by Mr. Carr, with all in favor, the Board of Supervisors closed the public hearing on fiscal year 2018/2019 budget for the Harbor Bay Community Development District.
The Board went in to further detail on the budget and discussed overall impacts of assessment increases to the landowners. A discussion ensued regarding the specifics of the money in the Seawall fund. However, no changes were made to the budget as presented.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2018-15, Adopting Fiscal Year 2018/2019 Budget

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors adopted Resolution 2018-15 for the Harbor Bay Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2018-16, Imposing Special Assessments & certifying Assessment Roll

On a Motion by Mr. Curley, seconded by Mr. McNeil, with all in favor, the Board of Supervisors opened the public hearing on special assessments for the Harbor Bay Community Development District.

The Board entertained questions from the audience regarding assessments.

On a Motion by Mr. Curley, seconded by Mr. McNeil, with all in favor, the Board of Supervisors adopted Resolution 2018-16 for the Harbor Bay Community Development District.

On a Motion by Mr. Curley, seconded by Mr. McNeil, with all in favor, the Board of Supervisors closed the public hearing on special assessments budget for the Harbor Bay Community Development District.

NINTH ORDER OF BUSINESS

Seawall

1. Consideration of Revised Seawall Reconstruction

Mr. Eckert updated the Board on the status of the seawall reconstruction contract. The current vendor has been unable to obtain bonding as per the contract, and Mr. Eckert recommended the Board terminate this contract for cause.

On a Motion by Mr. Lockom, seconded by Mr. Nargi, with all in favor, the Board of Supervisors directed the Chairman to terminate for cause the design-build contract
between Harbor Bay CDD and Dock Solutions, Inc. executed May 18, 2018 because Dock Solutions substantially violated the contract by failing to furnish the payment and performance bonds required by Section 6.01.A., in the event such bonds are not delivered to the District on or before August 21, 2018 for the Harbor Bay Community Development District.

Mr. Eckert recommended that the Board continue this meeting to review proposals for the emergency seawall repairs that need to be completed.

(Matt Davis joined at 6:55 p.m.)

TENTH ORDER OF BUSINESS
Consideration of Resolution 2018-17, Adopting Fiscal Year 2018/2019 Meeting Schedule

On a Motion by Mr. Curley, seconded by Mr. Nargi, with all in favor, the Board of Supervisors adopted Resolution 2018-17 for the Harbor Bay Community Development District.

ELEVENTH ORDER OF BUSINESS
Seawall Upland Claims

The Board reviewed two upland claims.

On a Motion by Mr. Curley, seconded by Mr. McNeil, with all in favor, the Board of Supervisors approved upland claim for 5703 Tortoise Place in the amount of $23,769.00 for the Harbor Bay Community Development District.

On a Motion by Mr. Curley, seconded by Mr. Nargi, with all in favor, the Board of Supervisors approved upland claims for 5608 Skimmer Drive in the amount of $12,325.00 for the Harbor Bay Community Development District.

Mr. Curley discussed updated the policy regarding upland claims to state that any new construction home or any resale of an existing home is not eligible for an upland claim through the District after February 2, 2017. A discussion ensued but the Board tabled this item and did not take any action at this time. This will be discussed further at the continued meeting.

(Matt Davis left at 7:00 p.m.)
TWELFTH ORDER OF BUSINESS  
Bond Financing

1. Bond Financing Update

Mr. Roethke informed the Board that nothing has changed with the bond status, and it can be issued within 90 days of a signed seawall reconstruction contract.

THIRTEENTH ORDER OF BUSINESS  
Major Project Update

1. Master Design plan for Community ($20K)

Mr. Curley gave an overview of his thoughts of the master plan design of the community. A discussion ensued. The Board was not in favor of approving this proposal at this time.

2. Playground Shades ($6.8 repair + 22K)

Mr. Moseley updated the Board on the Status of the playground shade structure installations. A proposal for the Wolf Creek shade structures will be presented at a future meeting.

3. Maintenance Shed ($36K)

This itemed was tabled

4. Landscaping ($50-$250K)

On a Motion by Mr. Nargi, seconded by Mr. McNeil, with all in favor, the Board of Supervisors approved the proposal from American Mulch for Mulch installation at a cost of $31,350.00 for the Harbor Bay Community Development District.

5. Geo Thermal heater for Admiral Pointe pool ($46K)

This item was tabled

6. Retention Pond Maintenance ($TBD)

This item was tabled

7. Irrigation repairs and additions ($TBD)

Mr. Lockom reviewed the details of this proposal with the Board.
On a Motion by Mr. Lockcom, seconded by Mr. Nargi, with all in favor, the Board of Supervisors approved the proposal from Yard Masters for French drain installation in Seacreast at a cost of $3,000.00 for the Harbor Bay Community Development District.

8. Tiki Hut roof replacement ($17K)

On a Motion by Mr. Lockcom, seconded by Mr. McNeil, with all in favor, the Board of Supervisors approved not-to-exceed amount of $17K for tiki hut roof replacement for the Harbor Bay Community Development District.

9. Pool furniture replacement ($32K)

On a Motion by Mr. Lockcom, seconded by Mr. Nargi, with all in favor, the Board of Supervisors approved a not-to-exceed amount of $32K for pool furniture for the Harbor Bay Community Development District.

10. Roving Guard ($117K for 16hrs/day @ $20hr)
11. Security cart ($15K)
12. Radar Gun ($K)

Mr. Nargi discussed options for a roving Security patrol for the community. Mr. Nargi made a motion to approve overnight patrols of roving security and direct District Staff to obtain proposals. Mr. Nargi withdrew his motion after it did not receive a second. The remaining Board members discussed their thoughts on the possibility of adding roving security, and various comments were made by each Board member as to the pros and cons of a roving security detail. The Board will continue this discussion in the closed session later in the meeting.

FOURTEENTH ORDER OF BUSINESS Cardno Major Project Update

Mr. Woodcock reviewed the major project schedule with the Board.

FIFTEENTH ORDER OF BUSINESS Community with the Community

Mr. Curley discussed community communication with the Board. Several suggestions were made as to how to better communicate with the residents. Mr. Roethke sends a follow-up email to District staff after each meeting, and this will be cleaned up and sent via e-blast to the community as an informational communication.

SIXTEENTH ORDER OF BUSINESS Newland Update

1. Update on Tract C-1 mangrove trimming
Mr. Curley updated the Board on the status of the mangrove trimming. Mr. Eckert updated the Board on the status of conversations with the developer on the Tract C-1 conveyance and how it relates to the mangrove trimming. The developer still needs to bring this area to 100% compliance before the District will accept this tract. The Board directed District staff to not work on any current or future conveyances from the developer until all future maintenance items are completed. Mr. Lockom will work with Mr. Eckert on the letter before Mr. Eckert reaches out to the developer.

On a Motion by Mr. Curley, seconded by Mr. Nargi, with all in favor, the Board of Supervisors approved the proposal from Cardno for Tract K and M -2 mitigation area maintenance at a cost of $5,590.00 for the Harbor Bay Community Development District.

(Recess at 8:45 p.m., Reconvene at 8:54 p.m.)

SEVENTEENTH ORDER OF BUSINESS CONSENT AGENDA ITEMS

A. Consideration of July 19, 2018 Regular Meeting Mins
B. Consideration of July 2018 O&M’s
C. Consideration of July 2018 O&M’s – Reserve Fund
D. Consideration of July 2018 O&M’s - MiraBay
E. Consideration of July 2018 O&M’s – Evergreen
F. Consideration of Resolution 2018-18, Reimbursement of Acquisition and Construction Costs
G. Consideration of Master Project Requisition #
H. Consideration of Supplemental Project Requisitions (if any)
I. Presentation of Monthly Staff Report: MiraBay Club Manager
J. Presentation of Monthly Staff Report: Club Director
K. Audit for Fiscal Year 2016-2017
L. Dock and Boat Lift Approvals (if any)

Resolution 2018-18 was removed from consent agenda.

On a Motion by Mr. Curley, seconded by Mr. McNeil, with all in favor, the Board of Supervisors approved the consent agenda items, excluding 2018-18, for the Harbor Bay Community Development District.

EIGHTEENTH ORDER OF BUSINESS STAFF REPORTS

A. District Counsel

No Report
B. District Engineer

Mr. Woodcock updated the Board on the status of the pool project and asphalt repair project.

Mr. Gamache updated the Board on the status of the cap rotation summary, which will be completed tomorrow.

C. District Manager

Mr. Roethke reminded the Board that the next regularly scheduled meeting will be held on Thursday, September 20, 2018 at 6:00 PM at the MiraBay Clubhouse.

NINETEENTH ORDER OF BUSINESS    AUDIENCE COMMENTS

A resident had a question about leaning fence in Admiral’s Pointe

On a Motion by Mr. Curley, seconded by Mr. McNeil, with all in favor, the Board of Supervisors set a not-to-exceed amount of $12,500.00 to repair Admiral Pointe fence, pending Lennar is completed building in this area for the Harbor Bay Community Development District.

A resident had a question about registering the District on a national neighborhood watch organization

A resident commented that the community is registered on a Hillsborough county neighborhood watch list.

A resident asked a question about rip rap repairs on the lagoon.

TWENTIETH ORDER OF BUSINESS    Community Security (closed to the public)

Mr. Eckert asked members of the public to exit the room due to the closed discussion.

(closed session ended at 9:32 p.m. and meeting re-opened at 9:33 p.m.)

On a Motion by Mr. Nargi, seconded by Mr. Carr, with all in favor, the Board of Supervisors directed District staff to work with Excelsior on providing roving security patrols throughout the community for the Harbor Bay Community Development District.
TWENTY-FIRST ORDER OF BUSINESS

SUPervisor Request

Mr. Lockom Requested a reserve study reconciliation report.

TWENTY-SECOND ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Curley, seconded by Mr. McNeil, with all in favor, the Board continued the meeting to 8/30/18 at 6:00 p.m., the meeting ended at 9:34 p.m. for the Harbor Bay Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman
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.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Harbor Bay Community Development District was held on Thursday, August 30, 2018 at 6:00 PM at the MiraBay Clubhouse, located at 107 Manns Harbor Drive, Apollo Beach, Florida 33752.

Present and constituting a quorum were:

Paul Curley  Board Supervisor, Chairman
Ned Carr  Board Supervisor, Assistant Secretary
Steve Lockom  Board Supervisor, Assistant Secretary
Tim Nargi  Board Supervisor, Assistant Secretary (Via Phone)

Also present were:

Joseph Roethke  Regional District Manager; Rizzetta & Company
Greg Woodcock  District Engineer; Cardno
Chris Gamache  District Engineer; Cardno
Elliot Moseley  Club Director
Ty Thompson  MPD Legal (Via Phone)
Michael Eckert  District Counsel, HGS (Via Phone)

Audience

FIRST ORDER OF BUSINESS  Call to Order and Pledge of Allegiance

The meeting was called to order and roll call performed, confirming that a quorum was present. The Pledge of Allegiance was conducted.

SECOND ORDER OF BUSINESS  Audience Comments on Agenda Items

Mr. Curley discussed the order of items in the meeting agenda and reminded all those in attendance of District procedures, advising that in terms of audience comments, each person wishing to speak must submit a comment card and will be given three minutes to speak about any subject unless more than nine cards are submitted, in which case each speaker will be given two minutes. He explained that the Board probably will not respond to comments at this time but encouraged residents to email suggestions prior to the meeting to facilitate adjustments to the agenda.

Mr. Eckert reminded the Board and audience that the CDD meetings are not the proper venue to campaign for Board of Supervisor seats that are up for election in November.
A resident discussed potential issues with the asphalt repairs, boat lift painting, and communication.

An audience member introduced his company that could provide an alternative solution to the seawall issues.

A resident asked a seawall question.

THIRD ORDER OF BUSINESS

Consideration of Emergency Seawall Repairs

Mr. Gamache reviewed the proposals for emergency seawall repairs with the Board and informed them that the emergency lots need to be repaired as soon as possible. Mr. Woodcock added comments on both of the contractors that submitted for this work.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved proposal from Hecker Construction for emergency Seawall repairs at a not-to-exceed amount of $816,018.70 for the Harbor Bay Community Development District.

The Board entertained comments from a representative with H2R Corp regarding grouping solutions for interim repairs to some seawall issues.

A discussion ensued regarding Cardno’s work authorization for oversight of emergency seawall reconstruction.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors approved Cardno’s work authorization for oversight of emergency seawall reconstruction at a not-to-exceed amount of $190,140.00 for the Harbor Bay Community Development District.

On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board of Supervisors terminated Cardno’s existing work authorization for seawall reconstruction oversight that was approved in conjunction with the original Dock Solutions contract for the Harbor Bay Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Proposals for Pool Projects

The Board reviewed two proposals from Pool Works for the pool project.

On a Motion by Mr. Curley, seconded by Mr. Carr, with all in favor, the Board of Supervisors approved proposals from Pool Works at a total cost of $16,815.00 for the Harbor Bay Community Development District.
Mr. Curley discussed pool area landscaping and ideas for moving forward. Mr. Lockom will take the lead on this and will work with District Staff on Options for Landscaping Upgrades at the Pool.

**FIFTH ORDER OF BUSINESS Community Security**

Mr. Roethke updated the Board on the status of the current discussions with Envera and a roving security option. There are no substantial updates from the vendors, so this specific discussion will need to wait until the next meeting. Mr. Curley discussed other options that the District can move forward with that will be at no cost. This includes items such as community communication and criminal education. Mr. Curley will spearhead this initiative.

**SIXTH ORDER OF BUSINESS STAFF REPORTS**

A. District Counsel

No Report

B. District Engineer

Mr. Woodcock discussed a punch list for the asphalt repairs that the contractor is currently working on. Mr. Moseley will follow up with Mr. Gamache on follow-up items related to the boat lift painting.

C. District Manager

Mr. Roethke informed the Board that a first draft of a proposal for upgrading the street signs to HCSO standards has been sent, and it is approximately $22,000.00. A final proposal will be included in the next meeting agenda.

**SEVENTH ORDER OF BUSINESS SUPERVISOR REQUEST**

Mr. Curley discussed social media post by supervisors Mr. Eckert confirmed that social media use is discouraged by him among supervisors and recommended that they do not use social media for CDD purposes. Mr. Curley discussed social media posts regarding budgeting and provided responses. Mr. Nargi responded to claims made by Mr. Curley.

**EIGHTH ORDER OF BUSINESS AUDIENCE COMMENTS**

A resident asked a question about seawall proposal costs.
A resident asked a question about closed security sessions.
An audience member discussed seawall repairs.

**NINTH ORDER OF BUSINESS Adjournment**
On a Motion by Mr. Curley, seconded by Mr. Lockom, with all in favor, the Board adjourned the meeting at 7:20 p.m. for the Harbor Bay Community Development District.
Tab 22
Att,ached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2018 through August 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: $164,858.47

Approval of Expenditures:

__________________________________
Chairperson

______ Vice Chairperson

______ Assistant Secretary
Harbor Bay Community Development District
Paid Operation & Maintenance Expenditures
August 1, 2018 Through August 31, 2018

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## Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**  
August 1, 2018 Through August 31, 2018

<table>
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<tr>
<th>Vendor Name</th>
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## Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### August 1, 2018 Through August 31, 2018

<table>
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**Report Total** $164,858.47
Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2018 through September 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **$347,746.19**

Approval of Expenditures:

__________________________________  
______ Chairperson

______ Vice Chairperson

______ Assistant Secretary
### Harbor Bay Community Development District
#### Paid Operation & Maintenance Expenditures
September 1, 2018 Through September 30, 2018

<table>
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<tr>
<th>Vendor Name</th>
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<td>092203-5 09/18</td>
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### Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**

**September 1, 2018 Through September 30, 2018**

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<th>Invoice Number</th>
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**Report Total** $ 347,746.19
Operation and Maintenance Expenditures
August 2018
For Board Approval
Reserve Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2018 through August 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **$94,241.02**

Approval of Expenditures:

______________________________

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
## Reserve Fund at Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**

August 1, 2018 Through August 31, 2018

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<tr>
<td>Awning Works, Inc</td>
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<td>Milling/Resurfacing</td>
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<td>Siesta Key Decor Painting &amp; Waterproofing</td>
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<td>6172</td>
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</table>

**Report Total**  

$94,241.02
Operation and Maintenance Expenditures
September 2018
For Board Approval
Reserve Fund

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2018 through September 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented:  $27,486.50

Approval of Expenditures:

__________________________________
Chairperson

______ Vice Chairperson

______ Assistant Secretary
# Reserve Fund at Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2018 Through September 30, 2018

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
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<tr>
<td>Awning Works, Inc</td>
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<td>NEC Keystone, Inc</td>
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**Report Total**  
$ 27,486.50
Tab 24
Operation and Maintenance Expenditures
August 2018
For Board Approval
Mirabay Club

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2018 through August 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: $76,842.60

Approval of Expenditures:

__________________________________
______ Chairperson

______ Vice Chairperson

______ Assistant Secretary
# Mirabay at Harbor Bay Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2018 Through August 31, 2018

<table>
<thead>
<tr>
<th>Vendor Name</th>
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</tbody>
</table>
## Mirabay at Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### August 1, 2018 Through August 31, 2018

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WTS International, Inc.</td>
<td>ACH080818WTSPR</td>
<td>RC000049277</td>
<td>Payroll PPE 08/04/18</td>
<td>$25,760.35</td>
</tr>
<tr>
<td>WTS International, Inc.</td>
<td>ACH082118WTSPR</td>
<td>RC000049366</td>
<td>Payroll PPE 08/18/18</td>
<td>$23,676.61</td>
</tr>
</tbody>
</table>

**Report Total**

$76,842.60
Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2018 through September 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: $65,702.72

Approval of Expenditures:

__________________________________
_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary
## Mirabay at Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### September 1, 2018 Through September 30, 2018

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cintas Corporation #074</td>
<td>003858</td>
<td>MB074135817</td>
<td>Supplies</td>
<td>$246.93</td>
</tr>
<tr>
<td>Cintas Corporation #074</td>
<td>003858</td>
<td>MB074139642</td>
<td>Supplies</td>
<td>$185.43</td>
</tr>
<tr>
<td>Cintas Corporation #074</td>
<td>003858</td>
<td>MB074139643</td>
<td>Supplies</td>
<td>$135.96</td>
</tr>
<tr>
<td>Cintas Corporation #074</td>
<td>003858</td>
<td>MB074143461</td>
<td>Supplies</td>
<td>$203.76</td>
</tr>
<tr>
<td>Cintas Corporation #074</td>
<td>003858</td>
<td>MB074147279</td>
<td>Supplies</td>
<td>$207.57</td>
</tr>
<tr>
<td>Cintas Corporation #074</td>
<td>003858</td>
<td>MB074151035</td>
<td>Supplies</td>
<td>$207.57</td>
</tr>
<tr>
<td>Coca Cola Beverages Florida LLC</td>
<td>003875</td>
<td>MBINV508204041</td>
<td>Beverage Purchases 09/18</td>
<td>$288.02</td>
</tr>
<tr>
<td>Daxko, LLC</td>
<td>ACHDAXKO</td>
<td>30924</td>
<td>Monthly Operations Usage Fee 09/18</td>
<td>$618.54</td>
</tr>
<tr>
<td>DeConna Ice Cream Company, Inc</td>
<td>003859</td>
<td>MBINV00021980</td>
<td>Ice Cream Purchases</td>
<td>$250.00</td>
</tr>
<tr>
<td>DeConna Ice Cream Company, Inc</td>
<td>003868</td>
<td>MBINV00024112</td>
<td>Ice Cream Purchases 09/18</td>
<td>$256.00</td>
</tr>
<tr>
<td>Eric Lee Schichtl</td>
<td>003861</td>
<td>MBINV0001</td>
<td>First Friday Performance</td>
<td>$275.00</td>
</tr>
<tr>
<td>Erica Storm Elliott</td>
<td>003878</td>
<td>MBMIR100618</td>
<td>Petting Zoo 10/18</td>
<td>$567.00</td>
</tr>
<tr>
<td>Florida Department of Revenue</td>
<td>003869</td>
<td>398012897341-5 08/18</td>
<td>Florida Sales and Use Tax 08/18</td>
<td>$1,140.32</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1153</td>
<td></td>
<td>Debit Card Replenishment</td>
<td>$347.51</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1154</td>
<td></td>
<td>Debit Card Replenishment</td>
<td>$1,307.05</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1167</td>
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<td>Debit Card Replenishment</td>
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<tr>
<td>Harbor Bay CDD</td>
<td>CD1168</td>
<td></td>
<td>Debit Card Replenishment</td>
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</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1151</td>
<td></td>
<td>Debit Card Replenishment</td>
<td>$340.79</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1156</td>
<td></td>
<td>Debit Card Replenishment</td>
<td>$142.95</td>
</tr>
<tr>
<td>Harbor Bay CDD</td>
<td>CD1161</td>
<td></td>
<td>Debit Card Replenishment</td>
<td>$718.47</td>
</tr>
<tr>
<td>JJ Taylor Distributing Florida, Inc.</td>
<td>003860</td>
<td>MB13389111</td>
<td>Beverages</td>
<td>$126.30</td>
</tr>
<tr>
<td>JJ Taylor Distributing Florida, Inc.</td>
<td>003876</td>
<td>MB13427283</td>
<td>Beverages 09/18</td>
<td>$295.50</td>
</tr>
<tr>
<td>Park Produce</td>
<td>003862</td>
<td>MB411331</td>
<td>Produce for Harbor Bay</td>
<td>$13.84</td>
</tr>
<tr>
<td>Park Produce</td>
<td>003862</td>
<td>MB411332</td>
<td>Produce for Harbor Bay</td>
<td>$14.94</td>
</tr>
<tr>
<td>Park Produce</td>
<td>003862</td>
<td>MB411336</td>
<td>Produce for Harbor Bay</td>
<td>$44.42</td>
</tr>
<tr>
<td>Park Produce</td>
<td>003862</td>
<td>MB411337</td>
<td>Produce for Harbor Bay</td>
<td>$29.90</td>
</tr>
</tbody>
</table>
### Mirabay at Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**

**September 1, 2018 Through September 30, 2018**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Produce</td>
<td>003862</td>
<td>MB411338</td>
<td>Produce for Harbor Bay</td>
<td>$28.82</td>
</tr>
<tr>
<td>Park Produce</td>
<td>003870</td>
<td>MB411340</td>
<td>Produce for Harbor Bay 08/18</td>
<td>$58.75</td>
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<tr>
<td>Park Produce</td>
<td>003877</td>
<td>MB411348</td>
<td>Produce for Harbor Bay 09/18</td>
<td>$31.33</td>
</tr>
<tr>
<td>Park Produce</td>
<td>003862</td>
<td>MB432968</td>
<td>Produce for Harbor Bay</td>
<td>$26.66</td>
</tr>
<tr>
<td>Pepin Distributing Company Inc</td>
<td>003863</td>
<td>MB2589542</td>
<td>Beverage Purchases</td>
<td>$218.35</td>
</tr>
<tr>
<td>Pepin Distributing Company Inc</td>
<td>003871</td>
<td>MB2598850</td>
<td>Beverage Purchases 09/18</td>
<td>$281.45</td>
</tr>
<tr>
<td>Southern Glazer's Wine and Spirits of Florida</td>
<td>003864</td>
<td>MB4159739</td>
<td>Beverage Purchases</td>
<td>$581.48</td>
</tr>
<tr>
<td>Southern Glazer's Wine and Spirits of Florida</td>
<td>003872</td>
<td>MB4179695</td>
<td>Beverage Purchases 09/18</td>
<td>$363.60</td>
</tr>
<tr>
<td>Staples Advantage</td>
<td>003865</td>
<td>MB8051062715</td>
<td>Supplies</td>
<td>$175.71</td>
</tr>
<tr>
<td>Staples Advantage</td>
<td>003879</td>
<td>MB8051242392</td>
<td>Supplies 09/18</td>
<td>$247.86</td>
</tr>
<tr>
<td>Sysco-West Coast Florida</td>
<td>003866</td>
<td>MB237043065</td>
<td>Food, Beverage &amp; Supplies</td>
<td>$882.26</td>
</tr>
<tr>
<td>Sysco-West Coast Florida</td>
<td>003866</td>
<td>MB237053410</td>
<td>Food, Beverage &amp; Supplies</td>
<td>$1,859.10</td>
</tr>
<tr>
<td>Sysco-West Coast Florida</td>
<td>003873</td>
<td>MB237065873</td>
<td>Food, Beverage &amp; Supplies 09/18</td>
<td>$635.37</td>
</tr>
<tr>
<td>Sysco-West Coast Florida</td>
<td>003880</td>
<td>MB237076724</td>
<td>Food, Beverage &amp; Supplies 09/18</td>
<td>$289.77</td>
</tr>
<tr>
<td>Vertical Adventure LLC</td>
<td>003881</td>
<td>MB091318</td>
<td>Rock Climbing Wall 10/18</td>
<td>$605.00</td>
</tr>
<tr>
<td>Victoria's School of Dance LLC</td>
<td>003867</td>
<td>MBMIR082018</td>
<td>Dance Classes - Aug</td>
<td>$1,288.00</td>
</tr>
<tr>
<td>WTS International, Inc.</td>
<td>003882</td>
<td>IN000086973</td>
<td>Background Checks 09/18</td>
<td>$60.25</td>
</tr>
<tr>
<td>WTS International, Inc.</td>
<td>003874</td>
<td>RC000048770</td>
<td>Management Fee 08/18</td>
<td>$1,077.07</td>
</tr>
<tr>
<td>WTS International, Inc.</td>
<td>003874</td>
<td>RC000049081</td>
<td>Management Fee 09/18</td>
<td>$1,077.07</td>
</tr>
<tr>
<td>WTS International, Inc.</td>
<td>ACHWTSEBR</td>
<td>RC000049189</td>
<td>Health Insurance 09/18</td>
<td>$3,975.00</td>
</tr>
<tr>
<td>WTS International, Inc.</td>
<td>003874</td>
<td>RC000049574</td>
<td>Management Fee 10/18</td>
<td>$1,077.07</td>
</tr>
<tr>
<td>WTS International, Inc.</td>
<td>ACHWTSPR090118</td>
<td>RC000049679</td>
<td>Payroll PPE 09/01/18</td>
<td>$19,405.87</td>
</tr>
<tr>
<td>WTS International, Inc.</td>
<td>ACHWTSPR091918</td>
<td>RC000049768</td>
<td>Payroll PPE 09/15/18</td>
<td>$20,991.65</td>
</tr>
</tbody>
</table>

**Report Total**

$65,702.72
Operation and Maintenance Expenditures
August 2018
For Board Approval
Evergreen

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2018 through August 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: $1,300.00

Approval of Expenditures:

__________________________________
______ Chairperson

______ Vice Chairperson

______ Assistant Secretary
### Evergreen at Harbor Bay Community Development District

**Paid Operation & Maintenance Expenditures**

**August 1, 2018 Through August 31, 2018**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin E. Pass</td>
<td>000120</td>
<td>07/18 Pass</td>
<td>Off Duty Evergreen 07/18</td>
<td>$360.00</td>
</tr>
<tr>
<td>Scott E Jones</td>
<td>000121</td>
<td>07/18 Jones</td>
<td>Off Duty Evergreen 07/18</td>
<td>$360.00</td>
</tr>
<tr>
<td>Hillsborough County Sheriff's Office</td>
<td>000122</td>
<td>33161</td>
<td>Admin/Boat Fees 07/18</td>
<td>$580.00</td>
</tr>
</tbody>
</table>

**Report Total**  
$1,300.00
Operation and Maintenance Expenditures
September 2018
For Board Approval
Evergreen

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2018 through September 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: $1,462.50

Approval of Expenditures:

__________________________________
______ Chairperson

______ Vice Chairperson

______ Assistant Secretary
## Evergreen at Harbor Bay Community Development District
### Paid Operation & Maintenance Expenditures
#### September 1, 2018 Through September 30, 2018

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Check Number</th>
<th>Invoice Number</th>
<th>Invoice Description</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott E Jones</td>
<td>000123</td>
<td>08/18 Jones</td>
<td>Off Duty Evergreen 08/18</td>
<td>$ 360.00</td>
</tr>
<tr>
<td>Justin E. Pass</td>
<td>000124</td>
<td>08/18 Pass</td>
<td>Off Duty Evergreen 08/18</td>
<td>$ 360.00</td>
</tr>
<tr>
<td>Hillsborough County Sheriff's Office</td>
<td>000125</td>
<td>33335</td>
<td>Admin/Boat Fees 08/18</td>
<td>$ 580.00</td>
</tr>
<tr>
<td>James Carl McGhee</td>
<td>000126</td>
<td>0032</td>
<td>Vessel Inspections 09/18</td>
<td>$ 162.50</td>
</tr>
</tbody>
</table>

**Report Total** $ 1,462.50
Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Harbor Bay Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.
About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance. Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 650 public entity members.

Competitive Advantage
FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?
FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of $2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?
As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.
Quotation being provided for:

Harbor Bay Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118618

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

<table>
<thead>
<tr>
<th>COVERED PROPERTY</th>
<th>Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling</th>
<th>$12,138,867</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Business Income</td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Additional Expense</td>
<td></td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Inland Marine

Scheduled Inland Marine: Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

<table>
<thead>
<tr>
<th>Valuation</th>
<th>Coinurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property</td>
<td>Replacement Cost</td>
</tr>
<tr>
<td>Inland Marine</td>
<td>Actual Cash Value</td>
</tr>
</tbody>
</table>

**DEDUCTIBLES:**

<table>
<thead>
<tr>
<th>DEDUCTIBLES:</th>
<th>Per Occurrence, All other Perils, Building &amp; Contents and Extensions of Coverage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,500</td>
<td>Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of $10,000 per occurrence, per Named Insured.</td>
</tr>
<tr>
<td>3 %</td>
<td>Per Attached Schedule Inland Marine</td>
</tr>
</tbody>
</table>

**Special Property Coverages**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Deductibles</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth Movement</td>
<td>$2,500</td>
<td>Included</td>
</tr>
<tr>
<td>Flood</td>
<td>$2,500 *</td>
<td>Included</td>
</tr>
<tr>
<td>Boiler &amp; Machinery</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>TRIA</td>
<td></td>
<td>Not Included</td>
</tr>
</tbody>
</table>

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM** $69,193
### Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement. These limits of liability do not increase any other applicable limit of liability.

<table>
<thead>
<tr>
<th>(X)</th>
<th>Code</th>
<th>Extension of Coverage</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>A</td>
<td>Accounts Receivable</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>B</td>
<td>Animals</td>
<td>$1,000 any one Animal $5,000 Annual Aggregate in any one agreement period</td>
</tr>
<tr>
<td>X</td>
<td>C</td>
<td>Buildings Under Construction</td>
<td>As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to $250,000 estimated final contract value any one construction project.</td>
</tr>
<tr>
<td>X</td>
<td>D</td>
<td>Debris Removal Expense</td>
<td>$250,000 per insured or 25% of loss, whichever is greater</td>
</tr>
<tr>
<td>X</td>
<td>E</td>
<td>Demolition Cost, Operation of Building Laws and Increased Cost of Construction</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>F</td>
<td>Duty to Defend</td>
<td>$100,000 any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>G</td>
<td>Errors and Omissions</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>H</td>
<td>Expediting Expenses</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>I</td>
<td>Fire Department Charges</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>J</td>
<td>Fungus Cleanup Expense</td>
<td>$50,000 in the annual aggregate in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>K</td>
<td>Lawns, Plants, Trees and Shrubs</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>L</td>
<td>Leasehold Interest</td>
<td>Included</td>
</tr>
<tr>
<td>X</td>
<td>M</td>
<td>Air Conditioning Systems</td>
<td>Included</td>
</tr>
<tr>
<td>X</td>
<td>N</td>
<td>New locations of current Insureds</td>
<td>$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only</td>
</tr>
<tr>
<td>X</td>
<td>O</td>
<td>Personal property of Employees</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>P</td>
<td>Pollution Cleanup Expense</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>Q</td>
<td>Professional Fees</td>
<td>$50,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>R</td>
<td>Recertification of Equipment</td>
<td>Included</td>
</tr>
<tr>
<td>X</td>
<td>S</td>
<td>Service Interruption Coverage</td>
<td>$500,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>T</td>
<td>Transit</td>
<td>$1,000,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>U</td>
<td>Vehicles as Scheduled Property</td>
<td>Included</td>
</tr>
<tr>
<td>X</td>
<td>V</td>
<td>Preservation of Property</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>W</td>
<td>Property at Miscellaneous Unnamed Locations</td>
<td>$250,000 in any one occurrence</td>
</tr>
<tr>
<td>X</td>
<td>X</td>
<td>Piers, docs and wharves as Scheduled Property</td>
<td>Included on a prior submit basis only</td>
</tr>
</tbody>
</table>
### CRIME COVERAGE

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
<th>Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forgeries and Alteration</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>Theft, Disappearance or Destruction</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>Computer Fraud including Funds Transfer Fraud</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
<tr>
<td>Employee Dishonesty, including faithful performance, per loss</td>
<td>Not Included</td>
<td>Not Included</td>
</tr>
</tbody>
</table>

### AUTOMOBILE COVERAGE

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>SYMBOL</th>
<th>LIMIT</th>
<th>DEDUCTIBLE</th>
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</thead>
<tbody>
<tr>
<td>LIABILITY</td>
<td>1</td>
<td>$1,000,000</td>
<td>$0</td>
</tr>
<tr>
<td>HIRED NON OWNED LIABILITY</td>
<td>8,9</td>
<td>$1,000,000</td>
<td>$0</td>
</tr>
<tr>
<td>PERSONAL INJURY PROTECTION</td>
<td>5</td>
<td>STATUTORY</td>
<td>$0</td>
</tr>
<tr>
<td>AUTO MEDICAL PAYMENTS</td>
<td>2</td>
<td>$2,500</td>
<td>$0</td>
</tr>
<tr>
<td>UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS</td>
<td>2</td>
<td>$100,000</td>
<td>$0</td>
</tr>
<tr>
<td>AUTO PHYSICAL DAMAGE</td>
<td>7,8</td>
<td>Actual Cash Value or cost of repair, whichever is less minus deductible. Hired Limit: $35,000</td>
<td>Per schedule</td>
</tr>
</tbody>
</table>

Symbol 8, 9 Hired Non-Owned Autos only
GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit $1,000,000
Personal Injury and Advertising Injury Included
Products & Completed Operations Aggregate Limit Included
Employee Benefits Liability Limit, per person $1,000,000
Herbicide & Pesticide Aggregate Limit $1,000,000
Medical Payments Limit $5,000
Fire Damage Limit Included
No fault Sewer Backup Limit $25,000/$250,000
General Liability Deductible $0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim $1,000,000
Aggregate $2,000,000
Public Officials and Employment Practices Liability Deductible $0

Supplemental Payments: Pre-termination $2,500 per employee - $5,000 annual aggregate.
Non-Monetary $100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI
Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: $100,000 each claim/annual aggregate
PREMIUM SUMMARY

Harbor Bay Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118618

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine) $69,193
Crime Not Included
Automobile Liability $1,000
Hired Non-Owned Auto Included
Auto Physical Damage $245
General Liability $5,250
Public Officials and Employment Practices Liability $3,525

TOTAL PREMIUM DUE $79,213

IMPORTANT NOTE

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:
General Liability includes Liquor Liability
Per Occurrence $1,000,000
Aggregate $2,000,000
Deductible $0
PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2018, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys’ fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;

(e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Harbor Bay Community Development District

________________________________________
(Name of Local Governmental Entity)

By: ________________________________
Signature

______________________________
Print Name

Witness By: ________________________________
Signature

______________________________
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2018

By: ________________________________
Administrator

Page | 8
PROPERTY VALUATION AUTHORIZATION

Harbor Bay Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the “Coverage Period”.
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV: $12,138,867
  - As per schedule attached
- Inland Marine: Not Included
- Auto Physical Damage: $40,900
  - As per schedule attached
- I reject TRIA (Terrorism Risk Insurance Act) coverage

Signature: ____________________________ Date: ____________________________
Name: ______________________________
Title: ______________________________
## Property Schedule

**Harbor Bay Community Development District**

**Schedule Items Effective As of:** 10/01/2018

### Policy No.: 100118618

**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Concrete Perimeter Wall, Signage, and Gate</strong></td>
<td>US 41 &amp; Mira Bay Blvd</td>
</tr>
<tr>
<td><strong>Waterpumps, controller, irrigation from pump</strong></td>
<td>Mira Bay Blvd and Mann Harbor Dr</td>
</tr>
<tr>
<td><strong>Gatehouse Facility #1</strong></td>
<td>200 Mira Bay Blvd</td>
</tr>
<tr>
<td><strong>Gatehouse Facility #2</strong></td>
<td>300 Manns Harbor Dr</td>
</tr>
<tr>
<td><strong>Dockers Teen Center</strong></td>
<td>107 Manns Harbor Dr</td>
</tr>
<tr>
<td><strong>Playground Facility #1</strong></td>
<td>107 Manns Harbor Dr</td>
</tr>
<tr>
<td><strong>Waterpumps, controller, irrigation from pump</strong></td>
<td>115 Mira Bay Blvd</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Concrete Perimeter Wall, Signage, and Gate</td>
</tr>
<tr>
<td>2</td>
<td>Waterpumps, controller, irrigation from pump</td>
</tr>
<tr>
<td>3</td>
<td>Gatehouse Facility #1</td>
</tr>
<tr>
<td>4</td>
<td>Gatehouse Facility #2</td>
</tr>
<tr>
<td>5</td>
<td>Dockers Teen Center</td>
</tr>
<tr>
<td>6</td>
<td>Playground Facility #1</td>
</tr>
<tr>
<td>7</td>
<td>Waterpumps, controller, irrigation from pump</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Total Insured Value</th>
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<tbody>
<tr>
<td>1</td>
<td>Concrete Perimeter Wall, Signage, and Gate</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$500,000</td>
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<td>2</td>
<td>Waterpumps, controller, irrigation from pump</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$20,000</td>
<td>$20,000</td>
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<td>3</td>
<td>Gatehouse Facility #1</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$181,900</td>
<td>$191,900</td>
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<td>4</td>
<td>Gatehouse Facility #2</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$181,900</td>
<td>$191,900</td>
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<tr>
<td>5</td>
<td>Dockers Teen Center</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$192,160</td>
<td>$192,160</td>
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<td>6</td>
<td>Playground Facility #1</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$90,000</td>
<td>$90,000</td>
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<tr>
<td>7</td>
<td>Waterpumps, controller, irrigation from pump</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

**Sign:** __________________________  **Print Name:** __________________________  **Date:** __________________________
## Property Schedule

### Harbor Bay Community Development District

**Policy No.:** 100118618  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Insured Value</th>
<th>Roof Yr Blt</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Entry tower</td>
<td>US 41 &amp; Mira Bay Blvd</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$120,000</td>
<td></td>
<td>$120,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Apollo Beach FL 33572</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Shade Structures (2) @ $25,000 ea</td>
<td>107 Manns Harbor Drive</td>
<td>2009</td>
<td>10/01/2018</td>
<td>$50,000</td>
<td></td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Boat lift</td>
<td>858 Manns Harbor Dr</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$1,000,000</td>
<td></td>
<td>$1,000,000</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Apollo Beach FL 33572</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Clubhouse incl galley coffee shop</td>
<td>107 Manns Harbor Dr</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$3,671,000</td>
<td>$1,400,000</td>
<td>$5,071,000</td>
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<tr>
<td></td>
<td></td>
<td>Apollo Beach FL 33572</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>12</td>
<td>Youth clubhouse</td>
<td>107 Manns Harbor Dr</td>
<td>2003</td>
<td>10/01/2018</td>
<td>$170,000</td>
<td></td>
<td>$170,000</td>
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<tr>
<td></td>
<td></td>
<td>Apollo Beach FL 33572</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>13</td>
<td>Tennis Facility</td>
<td>103 Mira Bay Blvd</td>
<td>2004</td>
<td>10/01/2018</td>
<td>$205,000</td>
<td></td>
<td>$215,000</td>
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<td></td>
<td>Apollo Beach FL 33572</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Outfitters Shop</td>
<td>107 Manns Harbor Dr</td>
<td>2002</td>
<td>10/01/2018</td>
<td>$250,000</td>
<td></td>
<td>$340,500</td>
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<td></td>
<td></td>
<td>Apollo Beach FL 33572</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sign:** ____________________________  **Print Name:** ____________________________  **Date:** ____________________________
### Schedule Items Effective As of: 10/01/2018

**Property Schedule**

**Harbor Bay Community Development District**

**Policy No.:** 100118618  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Const Type</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Total Insured Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Pool Slide &amp; Lighthouse Fixture</td>
<td>107 Manns Harbor Dr, Apollo Beach FL 33572</td>
<td>2204</td>
<td>Roof</td>
<td>10/01/2018</td>
<td>$400,000</td>
<td>$400,000</td>
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<tr>
<td>16</td>
<td>Docks</td>
<td>107 Manns Harbor Dr, Apollo Beach FL 33572</td>
<td>2008</td>
<td>Non combustible</td>
<td>10/01/2018</td>
<td>$162,500</td>
<td>$162,500</td>
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<tr>
<td>17</td>
<td>Pier</td>
<td>107 Manns Harbor Dr, Apollo Beach FL 33572</td>
<td>2004</td>
<td></td>
<td>10/01/2018</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>18</td>
<td>Swimming pools (3) and pool furniture</td>
<td>107 Manns Harbor Dr, Apollo Beach FL 33572</td>
<td>2004</td>
<td>On ground liquid storage tank</td>
<td>10/01/2018</td>
<td>$3,000,000</td>
<td>$3,050,000</td>
</tr>
<tr>
<td>19</td>
<td>Shade Structures (2) @ $25,000 ea.</td>
<td>107 Manns Harbor Dr, Apollo Beach FL 33572</td>
<td>2009</td>
<td></td>
<td>10/01/2018</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>20</td>
<td>Playground Facility #2</td>
<td>200 Mira Bay Blvd, Apollo Beach FL 33572</td>
<td>2008</td>
<td></td>
<td>10/01/2018</td>
<td>$90,000</td>
<td>$90,000</td>
</tr>
<tr>
<td>21</td>
<td>Security System North Gate</td>
<td>201 Mira Bay Blvd, Apollo Beach FL 33572</td>
<td>2014</td>
<td></td>
<td>10/01/2018</td>
<td>$30,618</td>
<td>$30,618</td>
</tr>
</tbody>
</table>

**Sign:** ______________________  
**Print Name:** ______________________  
**Date:** ______________________
## Property Schedule

**Harbor Bay Community Development District**

**Policy No.:** 100118618  
**Agent:** Egis Insurance Advisors LLC (Boca Raton, FL)

**Schedule Items Effective As of:** 10/01/2018

<table>
<thead>
<tr>
<th>Unit #</th>
<th>Description</th>
<th>Address</th>
<th>Year Built</th>
<th>Eff. Date</th>
<th>Building Value</th>
<th>Contents Value</th>
<th>Total Insured Value</th>
</tr>
</thead>
</table>
| 22     | Security System South Gate | 308 Manns Harbour Dr  
Apollo Beach FL 33572 | 2014 | 10/01/2018 | | | $27,689 |
|        |             |         |            |           |                |                  |                     |
|        |             |         | 10/01/2019 |           | $27,689        |                  | $27,689             |
|        |             |         |            |           |                |                  |                     |
| 23     | Security Surv Equip Pool,Rec Area Boat Ramp | Tot Lot,201 Mira Bay Blvd  
Apollo Beach FL 33572 | 2014 | 10/01/2018 | | | $95,600 |
|        |             |         |            |           |                |                  |                     |
|        |             |         | 10/01/2019 |           | $95,600        |                  | $95,600             |
|        |             |         |            |           |                |                  |                     |

**Total:**  
- Building Value: $10,414,460  
- Contents Value: $1,724,407  
- Insured Value: $12,138,867
<table>
<thead>
<tr>
<th>Unit #</th>
<th>Make</th>
<th>Model/Description</th>
<th>Department</th>
<th>AL Eff</th>
<th>Comp Ded</th>
<th>Comp Eff</th>
<th>Term</th>
<th>Value</th>
<th>Valuation Type</th>
<th>APD Rptd</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GEM</td>
<td>2D</td>
<td>Extra Light Service</td>
<td>10/01/2018</td>
<td>$1,000</td>
<td>10/01/2018</td>
<td>10/01/2018</td>
<td>$15,000</td>
<td>Actual cash value</td>
<td>$15,000</td>
</tr>
<tr>
<td>1</td>
<td>Ford</td>
<td>F150</td>
<td>Private Passenger</td>
<td>10/01/2018</td>
<td>$1,000</td>
<td>10/01/2018</td>
<td>10/01/2018</td>
<td>$25,900</td>
<td>Actual cash value</td>
<td>$25,900</td>
</tr>
</tbody>
</table>

Total: $40,900

APD Rptd: $40,900
Tab 27
HARBOR BAY CDD

IRRIGATION SERVICE WORK REQUEST
(This form must be filled out and initialed by HB representative prior to any work being performed)

DATE: 10/01/18

DESCRIPTION OF WORK: Replace 2 hp Pump

LOCATIONS: Skimmer Common Area

PROBABLY CAUSE OF DAMAGE/MALFUNCTION: Motor has stopped working

ESTIMATED MATERIALS REQUIRED FOR REPAIR/REPLACEMENT:

Pull pump and replace motor and pump wire Not to exceed 3,500 $

IRRIGATION FIELD TECHNICIAN NAME: Jody Henderson

HB REPRESENTATIVE NAME:

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)
Tab 28
PROPOSAL

Harbor Bay CDD

Stormwater Maintenance

8/22/2018

<table>
<thead>
<tr>
<th>Permit 4301 8838.004</th>
<th>Pond 1 - Excavate soil to 1' below skimmer</th>
<th>$500</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pond 2 - Clear vegetation within 10' of Control Structure</td>
<td>$800</td>
</tr>
<tr>
<td></td>
<td>Pond 3 - Fill and sod 3 eroded slope areas</td>
<td>$900</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Permit 4301 8838.007</th>
<th>Pond 1 - Repair leaking 6&quot; pipe joint @ structure</th>
<th>$300</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pond 1 - Remove + Replace top 2&quot; gravel layer and filter fabric</td>
<td>$1,800</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Permit 4301 8838.019</th>
<th>Pond 1 - Fill void under and around MES and restore disturbed areas with sod to match existing</th>
<th>$600</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pond 1 - Remove + Replace top 2&quot; gravel layer and filter fabric</td>
<td>$1,800</td>
</tr>
</tbody>
</table>

| Mira Bay Parcel 7    | Pond A - Fill voids under and around 3 MES's and restore disturbed areas with sod to match existing | $1,800 |

TOTAL $8,500
MEMORANDUM

To: Joe Roethke, Harbor Bay CDD District Manager
From: Greg Woodcock, Assistant Project Manager
Project: Harbor Bay Community Development SWFWMD O and M Certification
Date: June 8, 2018

On June 8, 2018 Cardno staff visited Harbor Bay Community Development District to review the stormwater infrastructure for Southwest Florida Water Management District (SWFWMD) permit number 43018838.004. This review was to certify to SWFWMD that the stormwater system is operating and is being maintained per the issued permit.

The following are photos and associated maintenance indicated during the inspection. A map showing the pond locations associated with the photos are below.

**Pond 1**

Control structure aluminum skimmer is embedded into pond bank. Remove silt from around skimmer so it has 6” clearance under the skimmer and one foot clearance around the outside of the skimmer.
**Pond 2**

Overgrown vegetation around control structure. Remove vegetation is to be removed.

---

**Pond 3**

Pond bank has 3 areas showing signs of erosion. Fill and compact from eroded slope to top of bank and sod all disturbed areas with sod.
Permit and Location Map
MEMORANDUM

To: Joe Roethke, Harbor Bay CDD District Manager

From: Greg Woodcock, Assistant Project Manager

Project: Harbor Bay Community Development SWFWMD O and M Certification

Date: June 14, 2018

On June 14, 2018 Cardno staff visited Harbor Bay Community Development District to review the stormwater infrastructure for Southwest Florida Water Management District (SWFWMD) permit number 43018838.007. This review was to certify to SWFWMD that the stormwater system is operating and is being maintained per the issued permit.

The following are photos and associated maintenance indicated during the inspection. A map showing the pond locations associated with the photos is below.

**Pond 1**

Depression at SE end of control structure. This is likely due to a joint failure where the underdrain connects to the structure. Contractor to expose joint and provide a water tight joint. Sod all disturbed areas. Remove grass and silt build up in in sand filter to existing filter fabric. Remove existing filter fabric and replace as shown in the below sand filter detail.
MEMORANDUM

To: Joe Roethke, Harbor Bay CDD District Manager
From: Greg Woodcock, Assistant Project Manager
Project: Harbor Bay Community Development SWFWMD O and M Certification
Date: June 14, 2018

On June 14, 2018 Cardno staff visited Harbor Bay Community Development District to review the stormwater infrastructure for Southwest Florida Water Management District (SWFWMD) permit number 43018838-008. This review was to certify to SWFWMD that the stormwater system is operating and is being maintained per the issued permit.

No maintenance items were indicated during the review of visible structures and drainage infrastructure. Refer to below permit map for area reviewed.
Permit and Location Map

SWFWMD Permit
43018838.008
MEMORANDUM

To: Joe Roethke, Harbor Bay CDD District Manager
From: Greg Woodcock, Assistant Project Manager
Project: Harbor Bay Community Development SWFWMD O and M Certification
Date: June 14, 2018

On June 14, 2018 Cardno staff visited Harbor Bay Community Development District to review the stormwater infrastructure for Southwest Florida Water Management District (SWFWMD) permit number 43018838.018. This review was to certify to SWFWMD that the stormwater system is operating and is being maintained per the issued permit.

No maintenance items were indicated during the review of visible structures and drainage infrastructure. Refer to below permit map for area reviewed.
Permit and Location Map

SWF-WMD Permit 43018838.018
MEMORANDUM

To:          Joe Roethke, Harbor Bay CDD District Manager
From:      Greg Woodcock, Assistant Project Manager
Project:   Harbor Bay Community Development SWFWMD O and M Certification
Date:   June 8, 2018

On June 8, 2018 Cardno staff visited Harbor Bay Community Development District to review the stormwater infrastructure for Southwest Florida Water Management District (SWFWMD) permit number 43018838.019. This review was to certify to SWFWMD that the stormwater system is operating and is being maintained per the issued permit.

The following are photos and associated maintenance indicated during the inspection. A map showing the pond locations associated with the photos is below.

**Pond 1**

Mitered End Section (MES) has been undermined due to erosion and water fluctuation. Contractor is to dowel rebar every 12” around exterior of the MES and pour an 18” footing around the existing structure. A detail will be provided to the contractor for this repair. Contractor is to remove top layer of crust from control structure concrete section and fill back with 57 stone. If water levels are high during repair. The contractor is to pour the footing to the water line and utilize sand cement bags below the water line. The contractor is to fill all voids with soil and sod all disturbed areas to match existing.
Permit and Location Map
Tab 29
Harbor Bay Community Development District Facilities Report Proposal

Scope of Services

September 11, 2018

**Purpose** – the purpose of this proposal is to formally communicate to you what we believe to be an appropriate scope and fee to successfully complete the Public Facilities Report for the Harbor Bay CDD.

**Step I – Development of Public Facilities Report**

Cardno’s engineering services include:

- Review documents related to the Districts ownership maintenance; provide report outlining CDD owned land and future improvements within District boundaries.
- Coordinate with District staff to verify all improvements completed to date. Coordinate with District staff regarding future improvements and outline in the report.
- Provide Public Facilities Report to Board for review and acceptance.

**Step II – Additional Requested Services**

While we feel that the scope and budget provided herein provides the necessary civil engineering effort for preparation of the Public Facilities Report, need for additional services may arise. Cardno would be happy to provide any additional services requested on a time and materials basis.

**Fee Summary**

<table>
<thead>
<tr>
<th>Services</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of Public Facilities Report</td>
<td>Time &amp; Material Fee Not to Exceed $4,500</td>
</tr>
<tr>
<td>Additional Services</td>
<td>T&amp;M</td>
</tr>
</tbody>
</table>

Note: Expenses shall be reimbursed at cost times a factor of 1.0. This includes non-labor related costs such as printing and copying, courier and delivery services, auto mileage, and original productions.
Work Authorization/Signature

Should this proposal meet with your approval, please note your acceptance by signing in the space provided below and return one executed copy for our files. If accepted, this letter shall constitute a written memorandum of our offer and your acceptance of the above.

Accepted by: _____________________________
Title: _________________________________
For: _________________________________
Date: _________________________________
Tab 30
CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

DATE: October 1, 2018

BETWEEN: RIZZETTA & COMPANY, INC.
3434 Colwell Avenue
Suite 200
Tampa, Florida  33614

(Hereinafter referred to as "Consultant")

AND:

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
9428 Camden Field Parkway
Riverview, Florida  33578

(Hereinafter referred to as "District," and together with Consultant, the "Parties.")

PURPOSE; SCOPE OF SERVICES:

I. The purpose of this contract for professional district management services (hereinafter referred to as "Contract") is for the Consultant to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in Exhibit A to this Contract.

A. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

i. Management - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;

ii. Administrative - 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;
iii. **Accounting** - 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;

iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, 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.

**B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

**II. ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District’s adopted Rules of Procedure.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant.
III. **LITIGATION SUPPORT SERVICES.** Upon the District’s request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

IV. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District’s Rules of Procedure.

V. **TERM.** The Consultant’s services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District’s written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. **FEES AND EXPENSES; PAYMENT TERMS.**

A. **FEES AND EXPENSES.**

i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in *Exhibit B* to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in *Exhibit B*. For purposes of the Consultant’s compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant’s services as soon as may be practicable in advance of each month and in the amounts set forth in *Exhibit B*. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.

ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District’s adoption of the General Fund Budget shall not constitute the District’s consent for payment of any expenses or change in Contract terms.
iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in Exhibit B. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

i. Standard On-Going Services. Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in Exhibit B.

ii. Additional Services. Additional Services will either be billed monthly at the Consultant’s proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.

iii. Litigation Support Services. Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant’s proposed hourly rate, as authorized by the District and negotiated by the Parties.

iv. Out-of-Pocket expenses. Out-of-Pocket expenses not included under the Standard-On Going Services of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

VII. SUSPENSION OF SERVICES FOR NON-PAYMENT. Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant’s invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

VIII. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
IX. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

X. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, and to the extent consistent with Chapter 190.006, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

XI. TERMINATION. This Contract may be terminated as follows:

A. By the District for “good cause” immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for “good cause” shall be effected by written notice to Consultant electronically at the address noted herein.

B. By the Consultant for “good cause”, immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written notice to District electronically at the address noted herein.

C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.
A. All invoices are due and payable within thirty (30) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.

B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney’s fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Hillsborough County, Florida.

D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.

E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.

F. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant’s activities and work pursuant to the Contract within twenty-four hours (24) hours.

G. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney’s fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.
CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract 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.

XIV. INSURANCE.

A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars ($1,000,000.00) throughout the term of this Contract.

B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:

   i. Worker’s Compensation Insurance in accordance with the laws of the State of Florida.
   ii. General Liability Insurance with the limit of One Million Dollars ($1,000,000.00) per each occurrence.
   iii. Professional Liability Insurance with limit of no less than One Million Dollars ($1,000,000.00) per each occurrence.
   iv. Employment Practices Liability Insurance with limit of Two Million Dollars ($2,000,000.00) per each occurrence.
   v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant’s staff, whether owned or hired, with a combined single limit of One Million Dollars ($1,000,000.00).

C. Except with respect to Professional Liability and Worker’s Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be
named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant 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.

XV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

XVI. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Consultant 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 and the District’s Rules of Procedure, and in accordance with Exhibit A, which Rules of Procedure shall control; 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 Consultant does not transfer the records to the Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as Exhibit D; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant’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 Consultant, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR
MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

XVII. NOTICES. All notices, requests, consents and other communications under this Contract ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Harbor Bay Community Development District
9428 Camden Field Parkway
Riverview, FL 33578
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
P.O. Box 6526
Tallahassee, FL 32314
Attn: District Counsel

If to the Consultant: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. 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 the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

XVIII. EFFECTIVE DATE. This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.

XIX. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.

XX. AGREEMENT; CONFLICTS. This instrument, together with accompanying Exhibits A, B, C and D, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and Exhibits A, B, C, and D, this instrument shall control.
XXI. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District’s right to protect its rights from interference by a third party to this Contract.

XXII. **THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.

XXIII. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant 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 a 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 Consultant 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 of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

XXIV. **ARM’S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm’s length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective 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 any doubtful language will not be interpreted or construed against any party.

XXV. **COUNTERPARTS.** 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.
Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _________________________________

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _______________________________

WITNESS: _______________________________

Signature

Print Name

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: _________________________________

PRINTED NAME: _________________________________

TITLE: Chairman/Vice Chairman

DATE: _________________________________

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees
Exhibit C – Municipal Advisor Disclaimer
Exhibit D – Public Records Request Policy
EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners’ meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.

B. Ensure compliance with all statutes affecting the district which include but are not limited to:

1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
4. Provide Form 1 Financial Disclosure documents for Board Members
5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
   a. Provide written notice to owners of public hearing on the budget and its related assessments.
12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district’s creation.
13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.

16. Provide for submitting the regular meeting schedule of the Board to County.

17. Provide District Map and update as provided by the District’s Engineer as needed to the Department of Economic Opportunity and the County.

18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections.

19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.

20. Provide for public records announcement and file document of registered voter data each June.

21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.

22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.

23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.

   a. Provide for the appropriate ad templates and language for each of the above.

24. Provide for instruction to Landowners on the Election Process and forms, etc.

25. Respond to Bond Holders Requests for Information.

26. Implement the policies established by the Board in connection with the operations of the District.

C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.

D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.

E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.

F. Monitor certificates of insurance as needed per contracts.

G. Answer Project Status Inquiries from Contractors Bonding Companies.

H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

**ADMINISTRATIVE:**

A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors’ Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
B. Provide accurate minutes for all meetings and hearings, including landowners’ meetings.

C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
   1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.

D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District’s adopted public records policy.

E. Maintain “Record of Proceedings” for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements
   1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
      a) Chart of Accounts
      b) Vendor and Customer Master File
      c) Report creation and set-up.
   2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
      a) Cash Investment Account Reconciliations per fund
      b) Balance Sheet Reconciliations per fund
      c) Expense Variance Analysis
   4. Prepare and file Public Depositor’s and Indemnification Form on new accounts as needed.
   5. Manage banking relations with the District’s Depository and Trustee.
   6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
   7. Account for assets constructed by or donated to the District for maintenance.
   8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
   9. Provide Audit support to auditors for the required Annual Audit, as follows:
      a) Review statutory and bond indenture requirements
      b) Prepare Audit Confirmation Letters for independent verification of activities.
c) Prepare all supporting accounting reports and documents as requested by the auditors
d) Respond to auditor questions
e) Review and edit draft report
f) Prepare year-end adjusting journal entries as required

10. Provide for transmission of the Audit to the County and the Auditor General’s Office of the State.

11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting
1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable
1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
a) File reports with IRS.

D. Capital Program Administration
1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
a) Vendor Contract completion status
b) Verify Change Orders for materials
c) Check for duplicate submittals
d) Verify allowable expenses per Bond Indenture Agreements such as:
   (1) Contract Assignment
   (2) Acquisition Agreement
   (3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.

4. Provide Asset Tracking for improvements to be transferred and their value for removal from District’s Schedule of Property Ownership that are going to another local government.

5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing
   1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
   2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
   3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management
   1. Prepare and follow risk management policies and procedures.
   2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
   3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
   4. Review insurance policies and coverage amounts of District vendors.
   5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
   6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:
   1. Provide payoff information and pre-payment amounts as requested by property owners.
   2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.

4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.

2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.

3. Verify assessments on platted lots, commercial properties or other assessable lands.

4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.

5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

C. Administer Assessments for Off Tax Roll parcels/lots:

1. Maintain and update current list of owners of property not assessed via the tax roll.

2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.

3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.

2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;

2. True-Up Analysis;
   a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
   b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;
C. Bond Issuance Services

1. Special Assessment Allocation Report;
   a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
   b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
   c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;
   a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
   b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;
   a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to Exhibit D of this Contract for responsibilities;

**LITIGATION SUPPORT SERVICES:**

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.
ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

A. Issue estoppel letters as needed for property transfers
   1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
   2. Issue lien releases for properties which prepay within in the District.

B. Bond prepayment processing
   1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
   2. Maintain collection log showing all parcels that have pre-paid assessments.
   3. Prepare, execute and issue release of lien to be recorded in public records.
### STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

<table>
<thead>
<tr>
<th>Service</th>
<th>Annual</th>
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<tbody>
<tr>
<td>Management</td>
<td>$40,000.00</td>
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<tr>
<td>Administrative</td>
<td>$10,000.00</td>
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<tr>
<td>Accounting</td>
<td>$24,900.00</td>
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<tr>
<td>Financial &amp; Revenue Collections:</td>
<td>$5,200.00</td>
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<tr>
<td>Assessment Roll (1)</td>
<td>$5,200.00</td>
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<tr>
<td><strong>Total Standard On-Going Services:</strong></td>
<td><strong>$85,300.00</strong></td>
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</table>

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.
CONTRACT FOR PROFESSIONAL DISTRICT SERVICES
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

ADDITIONAL SERVICES:

Extended and Continued Meetings  Hourly  $ 175
Special/Additional Meetings  Per Occurrence  Upon Request
Modifications and Certifications to
Special Assessment Allocation Report  Per Occurrence  Upon Request
True-Up Analysis/Report  Per Occurrence  Upon Request
Re-Financing Analysis  Per Occurrence  Upon Request
Bond Validation Testimony  Per Occurrence  Upon Request
Special Assessment Allocation Report  Per Occurrence  Upon Request
Bond Issue Certifications/Closing Documents  Per Occurrence  Upon Request
Electronic communications/E-blasts  Per Occurrence  Upon Request
Special Information Requests  Hourly  Upon Request
Amendment to District Boundary  Hourly  Upon Request
Grant Applications  Hourly  Upon Request
Escrow Agent  Hourly  Upon Request
Continuing Disclosure/Representative/Agent  Annually  Upon Request
Community Mailings  Per Occurrence Upon Request
Response to Extensive Public Records Requests  Hourly  Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<table>
<thead>
<tr>
<th>JOB TITLE:</th>
<th>HOURLY RATE:</th>
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</thead>
<tbody>
<tr>
<td>Senior Manager</td>
<td>$ 52.00</td>
</tr>
<tr>
<td>District Manager</td>
<td>$ 40.00</td>
</tr>
<tr>
<td>Accounting &amp; Finance Staff</td>
<td>$ 28.00</td>
</tr>
<tr>
<td>Administrative Support Staff</td>
<td>$ 21.00</td>
</tr>
</tbody>
</table>

LITIGATION SUPPORT SERVICES:

Hourly  Upon Request

ADDITIONAL THIRD PARTY SERVICES:

Pre-Payment Collections/Estoppel/Lien Releases:
Lot/ Home owner  Per Occurrence  Upon Request
Bulk Parcel(s)  Per Occurrence  Upon Request

2018-07-31 – WJR/ED
Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.
Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, “District Persons”) respond to public records requests within the organization. Chapter 119, F.S., and the District’s Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.

2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.

3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.

4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District’s Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District’s Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.

5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.
6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.

7. Florida’s public records law does not require the District to answer questions regarding the records produced.

**Processing Responsive Records:**

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District’s adopted fee schedule.

2. Records are only required to be produced in the format(s) in which they exist.

3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian’s discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.

4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District’s retention schedule.

5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.

6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District’s adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.
Tab 31
August 30, 2018

RIZZETTA & COMPANY, INC.
Harbor Bay, Supplemental Account
Attn: Natasha Dhanpat
9428 Camden Field Parkway
Riverview, FL 33578

RE: Supplemental Account, Master Project Interim Repairs
Requisitions for Payment

Dear Natasha:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District’s Supplemental Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA UPS:

<table>
<thead>
<tr>
<th>REQUISITION NO.</th>
<th>PAYEE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 104</td>
<td>Robert &amp; Martha Collins – Upland Claim</td>
<td>$20,393.00</td>
</tr>
</tbody>
</table>

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,
HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
District Manager
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT - SEAWALL REPAIR PROJECT

DATE: August 23, 2018
PAYEE: Robert & Martha Collins
ADDRESS: 437 Mirabay Blvd.
          Apollo Beach, FL 33772

DESCRIPTION: 08.20.18 Check Request for Upland Claim

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

CHAIRMAN or VICE-CHAIRMAN

BY: GREG WOODEOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount: $20,393.00

Project Name: Harbor Bay CDD Upland Claim

Date: August 20, 2018

Payable To: Robert Collins and Martha Collins

Address: 437 Mirabay Blvd., Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 437 Mirabay Blvd., Apollo Beach, FL 33572

Manager Approval: [Signature]

8/28/18
August 23, 2018

RIZZETTA & COMPANY, INC.
Harbor Bay, Supplemental Account
Attn: Natasha Dhanpat
9428 Camden Field Parkway
Riverview, FL 33578

RE: Supplemental Account, Master Project Interim Repairs
Requisitions for Payment

Dear Natasha:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District’s Supplemental Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

A) CARDNO & MILLS PASKERT VIA USPS
B) ALL OTHERS VIA UPS

<table>
<thead>
<tr>
<th>REQUISITION NO.</th>
<th>PAYEE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 98</td>
<td>Cardno, Inc.</td>
<td>$35,964.40</td>
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<tr>
<td>MP 99</td>
<td>Hopping Green &amp; Sams</td>
<td>$8,455.50</td>
</tr>
<tr>
<td>MP 100</td>
<td>Mills Paskert Divers</td>
<td>$3,280.00</td>
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<tr>
<td>MP 101</td>
<td>Matthew O’Connell &amp; Judy Conord - Upland</td>
<td>$13,575.00</td>
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<tr>
<td>MP 102</td>
<td>Mark &amp; Susan Rybak – Upland</td>
<td>$16,500.00</td>
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<tr>
<td>MP 103</td>
<td>Paul &amp; Marsue Stumpf – Upland</td>
<td>$15,095.00</td>
</tr>
</tbody>
</table>

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,
HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
District Manager
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEAWALL REPAIR PROJECT

DATE: August 8, 2018
PAYEE: Cardno, Inc.
ADDRESS: P.O. Box 123400
Dallas, TX 75312-3400

REQUISITION NO. MP 98
AMOUNT DUE: $35,964.40
FUND: Supplemental Construction

DESCRIPTION: Invoice #504859 for Professional Services though 03/23/18

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: ____________________________

CHAIRMAN or VICE-CHAIRMAN

8/16/18

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: ____________________________
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER
Harbor Bay CDD
12750 Citrus Park Lane
Suite 115
Tampa FL 33625
Attention: Joe Roethke

Invoice # : 504859  
Project : 0002380102  
Project Name : WTR Harbor Bay CDD  
Invoice Group : 1  
Invoice Date : 4/3/2018

<table>
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<th>Description</th>
<th>Amount</th>
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<tbody>
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<td>Rate Schedule Labor</td>
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<td><strong>Total Salaries</strong></td>
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<tr>
<td>Expenses</td>
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<td><strong>Total Expenses</strong></td>
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<td><strong>Current Invoice</strong></td>
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<td></td>
<td>3/12/2018</td>
</tr>
<tr>
<td></td>
<td>3/13/2018</td>
</tr>
</tbody>
</table>
### Phase: CONST -- Construction Services

#### Rate Schedule Labor

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review &amp; coordinate seawall RFP proposals, upland claim coordination</td>
<td>3/14/2018</td>
<td>6.00</td>
<td>165.00</td>
<td>990.00</td>
</tr>
<tr>
<td>Review &amp; coordinate seawall RFP proposals</td>
<td>3/15/2018</td>
<td>8.00</td>
<td>165.00</td>
<td>1,320.00</td>
</tr>
<tr>
<td>Prepare for &amp; attend CDD meeting</td>
<td>3/16/2018</td>
<td>4.00</td>
<td>165.00</td>
<td>660.00</td>
</tr>
<tr>
<td>Review seawall RFP questions, upland claim review, and call with Paul C.</td>
<td>3/19/2018</td>
<td>7.00</td>
<td>165.00</td>
<td>1,155.00</td>
</tr>
<tr>
<td>Seawall RFP review and coordination</td>
<td>3/20/2018</td>
<td>8.00</td>
<td>165.00</td>
<td>1,320.00</td>
</tr>
<tr>
<td>Seawall RFP review and coordination</td>
<td>3/21/2018</td>
<td>8.00</td>
<td>165.00</td>
<td>1,320.00</td>
</tr>
<tr>
<td>Seawall RFP review and coordination</td>
<td>3/22/2018</td>
<td>10.00</td>
<td>165.00</td>
<td>1,650.00</td>
</tr>
<tr>
<td>Seawall RFP review and coordination &amp; public meeting</td>
<td></td>
<td>83.50</td>
<td></td>
<td>13,777.50</td>
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<tr>
<td>Carreno, Rebecca A.</td>
<td>2/12/2018</td>
<td>2.00</td>
<td>125.00</td>
<td>250.00</td>
</tr>
<tr>
<td>Harbor Bay seawall check</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harbor Bay CAD channel depth</td>
<td>2/21/2018</td>
<td>8.00</td>
<td>125.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>cap rotation inspection</td>
<td>2/22/2018</td>
<td>4.00</td>
<td>125.00</td>
<td>500.00</td>
</tr>
<tr>
<td>pools memo</td>
<td>2/23/2018</td>
<td>4.00</td>
<td>125.00</td>
<td>500.00</td>
</tr>
<tr>
<td>2/26/2018</td>
<td>4.00</td>
<td>125.00</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>2/27/2018</td>
<td>8.00</td>
<td>125.00</td>
<td>1,000.00</td>
<td></td>
</tr>
<tr>
<td>field trip</td>
<td>2/28/2018</td>
<td>2.00</td>
<td>125.00</td>
<td>250.00</td>
</tr>
<tr>
<td>3/1/2018</td>
<td>3.00</td>
<td>125.00</td>
<td>375.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total: Engineer</strong></td>
<td></td>
<td>40.00</td>
<td></td>
<td>5,000.00</td>
</tr>
<tr>
<td><strong>123.50</strong></td>
<td></td>
<td></td>
<td></td>
<td>18,777.50</td>
</tr>
<tr>
<td>Intern</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nguyen, Duy T.</td>
<td>3/23/2018</td>
<td>5.00</td>
<td>70.00</td>
<td>350.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gamache, Christopher</td>
<td>2/14/2018</td>
<td>1.00</td>
<td>165.00</td>
<td>165.00</td>
</tr>
<tr>
<td>coordinate site meeting with Duncan and email backup information</td>
<td>2/16/2018</td>
<td>1.00</td>
<td>165.00</td>
<td>165.00</td>
</tr>
<tr>
<td>Transfer all supporting documents to cloud and set up account for Duncan seawall to download</td>
<td></td>
<td>2.00</td>
<td></td>
<td>330.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woodcock, Gregory J.</td>
<td>2/13/2018</td>
<td>3.00</td>
<td>135.00</td>
<td>405.00</td>
</tr>
<tr>
<td>Review Proposal request document and send to contractors. Coordinate with Chris regarding potential contractors and site review. Coordinate with contractors regarding seawall project information.</td>
<td>2/14/2018</td>
<td>1.25</td>
<td>135.00</td>
<td>168.75</td>
</tr>
<tr>
<td>Coordinate with Brian Hecker regarding seawall proposal. Review correspondence regarding seawall.</td>
<td>2/16/2018</td>
<td>2.75</td>
<td>135.00</td>
<td>371.25</td>
</tr>
<tr>
<td>Date</td>
<td>Hours</td>
<td>Rate</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>----------</td>
<td>-------</td>
<td>-------</td>
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<tr>
<td>2/19/2018</td>
<td>0.25</td>
<td>135.00</td>
<td>33.75</td>
<td></td>
</tr>
<tr>
<td>2/20/2018</td>
<td>1.75</td>
<td>135.00</td>
<td>236.25</td>
<td></td>
</tr>
<tr>
<td>2/21/2018</td>
<td>4.25</td>
<td>135.00</td>
<td>573.75</td>
<td></td>
</tr>
<tr>
<td>2/22/2018</td>
<td>1.00</td>
<td>135.00</td>
<td>135.00</td>
<td></td>
</tr>
<tr>
<td>2/28/2018</td>
<td>1.50</td>
<td>135.00</td>
<td>202.50</td>
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</tr>
<tr>
<td>3/5/2018</td>
<td>0.50</td>
<td>135.00</td>
<td>67.50</td>
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<tr>
<td>3/6/2018</td>
<td>0.50</td>
<td>135.00</td>
<td>67.50</td>
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<tr>
<td>3/7/2018</td>
<td>5.00</td>
<td>135.00</td>
<td>675.00</td>
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<td>3/8/2018</td>
<td>4.25</td>
<td>135.00</td>
<td>573.75</td>
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<tr>
<td>3/9/2018</td>
<td>6.00</td>
<td>135.00</td>
<td>810.00</td>
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</tr>
<tr>
<td>3/13/2018</td>
<td>5.00</td>
<td>135.00</td>
<td>675.00</td>
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<tr>
<td>3/14/2018</td>
<td>7.75</td>
<td>135.00</td>
<td>1,046.25</td>
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<tr>
<td>3/15/2018</td>
<td>6.00</td>
<td>135.00</td>
<td>810.00</td>
<td></td>
</tr>
<tr>
<td>3/16/2018</td>
<td>4.50</td>
<td>135.00</td>
<td>607.50</td>
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<tr>
<td>3/19/2018</td>
<td>8.00</td>
<td>135.00</td>
<td>1,080.00</td>
<td></td>
</tr>
<tr>
<td>3/20/2018</td>
<td>8.00</td>
<td>135.00</td>
<td>1,080.00</td>
<td></td>
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</tbody>
</table>
Phase: CONST -- Construction Services

<table>
<thead>
<tr>
<th>Rate Schedule Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Class / Employee Name</strong></td>
</tr>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Rate Schedule Labor** 35,926.25

<table>
<thead>
<tr>
<th>Regular Expenses</th>
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<tbody>
<tr>
<td><strong>Vendor Name</strong></td>
</tr>
<tr>
<td>MILEAGE</td>
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<tr>
<td></td>
</tr>
<tr>
<td><strong>Total Phase:</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Total Project:** 0002380102 -- WTR Harbor Bay CDD 35,964.40
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT - SEAWALL REPAIR PROJECT

DATE: August 8, 2018
PAYEE: Hopping Green & Sams
ADDRESS: 119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314

DESCRIPTION: Invoice # 101423 for Seawall Stabilization Project – Services through 06/30/18

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature]
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/18</td>
<td>MGC</td>
<td>Evaluate design-build contract regarding specific sections; confer with Lockom and Curley regarding same.</td>
<td>0.60 hrs</td>
</tr>
<tr>
<td>06/02/18</td>
<td>MGC</td>
<td>Begin dividing existing design-build contract into specific sections.</td>
<td>2.30 hrs</td>
</tr>
<tr>
<td>06/04/18</td>
<td>MGC</td>
<td>Continue dividing existing design-build contract into sections; attempt to contact insurance agent regarding bonding.</td>
<td>1.00 hrs</td>
</tr>
<tr>
<td>06/05/18</td>
<td>MGC</td>
<td>Attempt to contact insurance agents for Dock Solutions insurance and bonds.</td>
<td>0.20 hrs</td>
</tr>
<tr>
<td>06/06/18</td>
<td>MGC</td>
<td>Confer with insurance agent, district manager, Gamache, and design-builder regarding design-builder insurance policies and land clearing work; review contract provisions regarding same.</td>
<td>2.00 hrs</td>
</tr>
<tr>
<td>06/07/18</td>
<td>MGC</td>
<td>Confer with design-builder regarding payment and performance bond; revise and finalize land clearing agreement; revise design-build contract documents to include electronic transmission and counterparts provisions; confer with Lockom and Curley regarding same; prepare draft outline of anticipated execution process for design-builder.</td>
<td>3.10 hrs</td>
</tr>
<tr>
<td>06/08/18</td>
<td>MGC</td>
<td>Confer with design-builder's bonding agent and design-builder; confer with Lockom regarding same.</td>
<td>1.20 hrs</td>
</tr>
<tr>
<td>06/11/18</td>
<td>MGC</td>
<td>Create sections regarding existing design-build contract; prepare draft e-mails regarding same; confer with design-builder's insurance policy agents; confer with design-builder regarding bonding.</td>
<td>4.60 hrs</td>
</tr>
<tr>
<td>06/12/18</td>
<td>MGC</td>
<td>Confer with Lockom, Curley, design-builder’s bond agent, and design-builder regarding seawall contracts; confer with design-builder's bonding agent regarding same; forward contract documents to design-builder for execution; confer with design-builder's insurance agent regarding draft COI; revise direct purchase documents.</td>
<td>2.10 hrs</td>
</tr>
<tr>
<td>06/13/18</td>
<td>MGC</td>
<td>Confer with design-builder regarding contract execution; confer with design-builder's insurance agent.</td>
<td>0.40 hrs</td>
</tr>
<tr>
<td>06/14/18</td>
<td>MCE</td>
<td>Review issues regarding seawall contract.</td>
<td>0.30 hrs</td>
</tr>
</tbody>
</table>
06/14/18 MGC Attempt to contact design-builder regarding contract execution. 0.40 hrs

06/18/18 MGC Prepare first amendment to license agreement with developer regarding time extension for clearing work; confer with Carreja regarding same; confer with Lockom regarding status of design-build contracts review and execution; confer with Curley regarding same; confer with Lockom and Woodcock regarding same. 1.50 hrs

06/19/18 MGC Prepare bullet-point update regarding design-build contracting situation. 1.30 hrs

06/20/18 MCE Review Dock Solutions issues; confer with Nargi. 0.40 hrs

06/20/18 MGC Conference calls with Woodcock and Lockom regarding design-builder's ongoing review of contract documents; confer with Gamache regarding same; confer with Lee. 1.50 hrs

06/21/18 MCE Review status of Dock Solutions contract and remaining issues. 0.20 hrs

06/21/18 MGC Confer with Woodcock regarding upcoming conference call with design-builder; confer with Lockom regarding same; confer with design-builder and Cardno representatives regarding status of contract review and next steps; prepare and forward status update for board meeting; confer with design-builder’s attorney. 3.40 hrs

06/22/18 MGC Forward executed design-build contract to design-builder’s attorney; confer with Nargi regarding seawall negotiations; confer with Lockom regarding same; confer with Curley regarding same. 0.50 hrs

06/25/18 MGC Confer with attorney for design-builder and his paralegal regarding time to discuss seawall contract provisions. 0.60 hrs

06/27/18 MGC Confer with design-builder’s attorney regarding conference call to discuss design-builder’s requested changes to design-build contract documents; confer with board members regarding same. 0.90 hrs

06/28/18 MGC Research design-build contract status and associated issues. 0.10 hrs

06/29/18 MCE Confer with Nargi; review status of seawall contract. 0.40 hrs

06/29/18 MGC Confer with Nargi regarding status of design-build contract negotiations; confer with Lockom regarding same. 0.60 hrs

Total fees for this matter $8,455.50

MATTER SUMMARY

Eckert, Michael C. 1.30 hrs 300 /hr $390.00
Collazo, Mike 28.30 hrs 285 /hr $8,065.50

TOTAL FEES $8,455.50

TOTAL CHARGES FOR THIS MATTER $8,455.50

BILLING SUMMARY
<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate/hr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eckert, Michael C.</td>
<td>1.30</td>
<td>300</td>
<td>$390.00</td>
</tr>
<tr>
<td>Collazo, Mike</td>
<td>28.30</td>
<td>285</td>
<td>$8,065.50</td>
</tr>
</tbody>
</table>

**TOTAL FEES**

$8,455.50

**TOTAL CHARGES FOR THIS BILL**

$8,455.50

Please include the bill number on your check.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEAWALL REPAIR PROJECT

DATE: August 8, 2018
PAYEE: Mills Paskert Divers
ADDRESS: 100 N. Tampa Street
Suite 3700
Tampa, FL 33602

REQUISITION NO. MP 100
AMOUNT DUE: $3,280.00
FLUND: Supplemental Construction

DESCRIPTION: Invoice # 42090 for Resident Litigation - Services through 07/31/18

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature] 8/16/18
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
August 3, 2018

Harbor Bay Community Development District
Attn: Mr. Joseph Roethke, District Manager
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

Re: Monthly Invoice – Services rendered through July 31, 2018

Dear Joe:

Enclosed is our firm’s invoice for services rendered and costs incurred through July 31, 2018 in the following matters:

<table>
<thead>
<tr>
<th>Matter Name</th>
<th>Harbor Bay Community Development District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matter No.</td>
<td>117210</td>
</tr>
<tr>
<td>This Month’s Charges</td>
<td>$3,280.00</td>
</tr>
<tr>
<td>Total Currently Due as of the Date of this Letter</td>
<td>$3,280.00</td>
</tr>
</tbody>
</table>

(Note: These charges include past due amounts, if applicable. If you have previously paid the past due amounts, only the amount of this month’s charges are due. Please check your records prior to submitting payment in order to avoid duplicate payments.)

I trust that you will find the invoice in order and would appreciate your making arrangements to pay the invoice at your earliest convenience. If you have any questions, please do not hesitate to call me.

Best regards,

MILLS PASKERT DIVERS

Ty G. Thompson, Esq.
**Signed in his absence to avoid delay**

Enclosure
## August 3, 2018

**Invoice #:** 42090  
**Tax ID:** 74-3029197  
**Page:** 1  
**TGT / 117210**

**HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT**  
Harbor Bay Community Development District  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625  
**Attention:** Mr. Joseph Roethke, District Manager

Re: Harbor Bay Community Development District

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/02/18</td>
<td>MGD</td>
<td>Receipt and review of Cardno reports for Sardino and Lamardo, prepare and send e-mail</td>
<td>0.50</td>
<td>125.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>to Mr. Gamache with follow up questions, update spreadsheet of claims and notify Mr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Roethke regarding Burby inspections.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/03/18</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Roethke's e-mail regarding July claims.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/11/18</td>
<td>MGD</td>
<td>Begin preparation of upland claims report to Board members in advance of July board</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>meeting.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/12/18</td>
<td>MGD</td>
<td>(McKelligott) receipt, review and response to Mr. Roethke's e-mail regarding damages</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>calculation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/12/18</td>
<td>MGD</td>
<td>Finish summary of July claims and provide estimates to the Board for its consideration.</td>
<td>1.40</td>
<td>350.00</td>
</tr>
<tr>
<td>07/13/18</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Lockom regarding methodology for Burby proposals.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/13/18</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Lockom regarding Burby proposals.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>07/18/18</td>
<td>MGD</td>
<td>Prepare and send follow up e-mails to all supervisors regarding July claims on agenda.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. McNeil's e-mail regarding July claims.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Phone call with Mr. Curley regarding issues with July claims.</td>
<td>0.40</td>
<td>100.00</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Nargi's e-mail regarding grout method.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>Date</td>
<td>Code</td>
<td>Description</td>
<td>Rate</td>
<td>Hours</td>
</tr>
<tr>
<td>------------</td>
<td>------</td>
<td>-----------------------------------------------------------------------------------------------</td>
<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Phone call with Mr. Nargi regarding issues with July claims.</td>
<td>0.60</td>
<td>0.60</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Phone call with Steve Lockom regarding July claims.</td>
<td>0.40</td>
<td>0.40</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>(Collins) Prepare and send e-mail to Joe Roethke regarding Collins estimates.</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Review claims documents, engineering reports and estimates and prepare outline of talking points for July meeting.</td>
<td>1.20</td>
<td>1.20</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Phone call with Jennings Cooksey regarding July meeting.</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Follow up phone call with Mr. Lockom regarding July claims.</td>
<td>0.20</td>
<td>0.20</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Appear for and attend (telephonically) July upland claims meeting.</td>
<td>0.30</td>
<td>0.30</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Phone call with Joe McNeil regarding July claims.</td>
<td>0.20</td>
<td>0.20</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Phone call with Mr. Burby regarding grout vs. piles.</td>
<td>0.30</td>
<td>0.30</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGD</td>
<td>Follow up phone call with Mr. Nargi regarding July claims.</td>
<td>0.30</td>
<td>0.30</td>
</tr>
<tr>
<td>07/20/18</td>
<td>MGD</td>
<td>(O'Leary) review property records to confirm ownership and prepare settlement agreement consistent with Board approval.</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>07/20/18</td>
<td>MGD</td>
<td>(Cyhaniuk) review property records and prepare settlement agreement.</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>07/20/18</td>
<td>MGD</td>
<td>(McKelligott) review property records and prepare settlement agreement.</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>07/20/18</td>
<td>MGD</td>
<td>(Shanberg) review property records and prepare settlement agreement.</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>07/20/18</td>
<td>MGD</td>
<td>Prepare and send to Paul Curley language for use in transmittal of settlement agreements.</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>07/20/18</td>
<td>MGD</td>
<td>(O'Connell) review property records and prepare settlement agreement.</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>07/23/18</td>
<td>MGD</td>
<td>Receipt and review of Park Homes request from Mr. Curley and meet with Ty Thompson to discuss solution regarding same.</td>
<td>0.20</td>
<td>0.20</td>
</tr>
<tr>
<td>07/23/18</td>
<td>MGD</td>
<td>(Lilly) receipt, review and response to Mr. Roethke's e-mail regarding documents supporting estimate for the Lilly claim.</td>
<td>0.20</td>
<td>0.20</td>
</tr>
<tr>
<td>07/24/18</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Lockom's e-mail regarding anticipated claims and budgeting.</td>
<td>0.20</td>
<td>0.20</td>
</tr>
<tr>
<td>07/24/18</td>
<td>MGD</td>
<td>Finalize settlement agreements for July claims and prepare and send e-mail to Mr. Roethke with the agreements as well as all language to send to the property owners when transmitting them.</td>
<td>0.20</td>
<td>0.20</td>
</tr>
<tr>
<td>07/24/18</td>
<td>TGT</td>
<td>Met with Mr. Davis regarding future risk mitigation issues.</td>
<td>0.40</td>
<td>0.40</td>
</tr>
<tr>
<td>07/25/18</td>
<td>TGT</td>
<td>Reviewed correspondence regarding Lilly Claim; concerns regarding settlement offer; discussed with Mr. Davis how best to respond.</td>
<td>0.40</td>
<td>0.40</td>
</tr>
<tr>
<td>07/25/18</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Burby regarding Sardino and Lamardo inspections.</td>
<td>0.10</td>
<td>0.10</td>
</tr>
</tbody>
</table>
## Invoice # 42090

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/25/18</td>
<td>MGD</td>
<td>(Lilly) Receipt and review of objection to proposed settlement and prepare response to same.</td>
<td>0.20</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td>07/25/18</td>
<td>MGD</td>
<td>(Cirillo) receipt and review of policy to determine if coverage exists for upland claims.</td>
<td>0.40</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>07/25/18</td>
<td>MGD</td>
<td>(Cirillo) receipt and review of claims documents and review for completeness. Update spreadsheet of claims and prepare and send e-mail to Cardno and Mr. Roethke regarding completeness.</td>
<td>0.20</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td>07/26/18</td>
<td>TGT</td>
<td>Corresponded with Messrs. Roetheke and Davis regarding Rybak claim; status of settlement.</td>
<td>0.30</td>
<td>90.00</td>
<td></td>
</tr>
<tr>
<td>07/30/18</td>
<td>MGD</td>
<td>(O'Leary) prepare and send e-mail to Mr. Roethke regarding O'Leary estimates and withholding Cardno report.</td>
<td>0.10</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>07/30/18</td>
<td>MGD</td>
<td>(McKelligott) receipt, review and response to McKelligott's counsel's e-mail regarding public records request seeking additional Cardno documents.</td>
<td>0.20</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td>07/31/18</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Carr's e-mail regarding construction of walls without base plates.</td>
<td>0.10</td>
<td>25.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Professional Services:** 12.90 $3,280.00

### TIMEKEEPER SUMMARY

<table>
<thead>
<tr>
<th>Person</th>
<th>Level</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TGT</td>
<td>Ty G Thompson</td>
<td>1.10</td>
<td>$300.00</td>
<td>$330.00</td>
</tr>
<tr>
<td>MGD</td>
<td>Matthew G Davis</td>
<td>11.80</td>
<td>$250.00</td>
<td>$2,950.00</td>
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</tbody>
</table>
**Totals for This Invoice**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees for Professional Services</td>
<td>$3,280.00</td>
</tr>
<tr>
<td><strong>TOTAL THIS INVOICE</strong></td>
<td><strong>$3,280.00</strong></td>
</tr>
</tbody>
</table>

Payment is Due Within 30 Days of This Invoice Date
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEAWALL REPAIR PROJECT

DATE: August 8, 2018

PAYEE: Matthew O'Connell & Judy Conord

ADDRESS: 5719 Sea Turtle Place
Apollo Beach, FL 33572

REQUISITION NO. MP 101
AMOUNT DUE: $13,575.00
FUND: Supplemental Construction

DESCRIPTION: 08/01/18 Check Request for Upland Claim

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature] 8/11/18
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount: $13,575.00

Project Name: Harbor Bay CDD Upland Claim

Date: August 1, 2018

Payable To: Matthew O’Connell and Judy Conord

Address: 5719 Sea Turtle Place, Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 5719 Sea Turtle Place, Apollo Beach, FL 33572

Manager Approval: [Signature] 8/16/18
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEAWALL REPAIR PROJECT

DATE: August 8, 2018
PAYEE: Mark & Susan Rybak
ADDRESS: 430 Islebay Drive
Apollo Beach, FL 33572

REQUISITION NO. MP 102
AMOUNT DUE: $16,500.00
FUND: Supplemental Construction

DESCRIPTION: 07/27/18 Check Request for Upland Claim

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of; any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature] 8/10/18
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount: $16,500.00

Project Name: Harbor Bay CDD Upland Claim

Date: July 27, 2018

Payable To: Mark Rybak and Susan Rybak

Address: 430 Islebay Drive, Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 430 Islebay Drive, Apollo Beach, FL 33572

Manager Approval: [Signature]

Date: 8/15/18
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEAWALL REPAIR PROJECT

DATE: August 8, 2018
PAYEE: Paul & Marsue Stumpf
ADDRESS: 609 Islebay Drive
          Apollo Beach, FL 33572

REQUISITION NO. MP 103
AMOUNT DUE: $15,095.00
FUND: Supplemental Construction

DESCRIPTION: 07/25/18 Check Request for Upland Claim

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the "Project") and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature]
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount: $15,095.00

Project Name: Harbor Bay CDD Upland Claim

Date: July 25, 2018

Payable To: Paul Stumpf and Marsue Stumpf

Address: 609 Islebay Drive, Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 609 Islebay Drive, Apollo Beach, FL 33572

Manager Approval: [Signature] 8/16/18
RIZZETTA & COMPANY, INC.
Harbor Bay, Supplemental Account
Attn: Natasha Dhanpat
9428 Camden Field Parkway
Riverview, FL 33578

RE: Supplemental Account, Master Project Interim Repairs
Requisitions for Payment

Dear Natasha:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District’s Supplemental Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

A) BURBY & MILLS PASKERT VIA USPS
B) ALL OTHERS VIA UPS

<table>
<thead>
<tr>
<th>REQUISITION NO.</th>
<th>PAYEE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>MP 105</td>
<td>Evan &amp; Angela Cyhaniuk – Upland Claim</td>
<td>$20,075.00</td>
</tr>
<tr>
<td>MP 106</td>
<td>Brian &amp; Karen Shanberg – Upland Claim</td>
<td>$16,846.00</td>
</tr>
<tr>
<td>MP 107</td>
<td>Burby Engineering, Inc.</td>
<td>$2,106.88</td>
</tr>
<tr>
<td>MP 108</td>
<td>Hopping Green &amp; Sams</td>
<td>$11,354.00</td>
</tr>
<tr>
<td>MP 109</td>
<td>Mills Paskert Divers</td>
<td>$3,745.00</td>
</tr>
</tbody>
</table>

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,
HARBOR BAY
COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
District Manager
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT - SEAWALL REPAIR PROJECT

DATE: September 11, 2018
PAYEE: Evan & Angela Cyhaniuk
ADDRESS: 5701 Tortoise Place, Apollo Beach, FL 33572

DESCRIPTION: 09/06/18 Check Request for Upland Claim

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the "Project") and each represents a cost of the project and has not previously been paid.

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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature]
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount: $20,075.00
Project Name: Harbor Bay CDD Upland Claim
Date: September 6, 2018
Payable To: Evan Cyhaniuk and Angela Cyhaniuk
Address: 5701 Tortoise Place, Apollo Beach, FL 33572
Requested By: Joseph Roethke, District Manager
Special Instructions: mail check to 5701 Tortoise Place, Apollo Beach, FL 33572
Manager Approval: [Signature] 9/13/18
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT - SEAWALL REPAIR PROJECT

DATE: September 11, 2018
PAYEE: Brian Shanberg & Karen Triano-Shanberg
ADDRESS: 5715 Sea Trout Place
          Apollo Beach, FL 33572
REQUISITION NO. MP 106
AMOUNT DUE: $16,846.00
FUND: Supplemental Construction

DESCRIPTION: 09/06/18 Check Request for Upland Claim

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature]
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount:  $16,846.00

Project Name: Harbor Bay CDD Upland Claim

Date: September 6, 2018

Payable To: Brian Shanberg and Karen Triano-Shanberg

Address: 5715 Sea Trout Place, Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 5715 Sea Trout Place, Apollo Beach, FL 33572

Manager Approval: [Signature] 9/3/18
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEAWALL REPAIR PROJECT

DATE: September 11, 2018
PAYEE: Burby Engineering
ADDRESS: 1001 South MacDill Avenue, Suite 600
Tampa, FL 33629

REQUISITION NO. MP 107
AMOUNT DUE: $2,106.88
FUND: Supplemental Construction

DESCRIPTION: Invoice # 1321 for Project E17-057 for Engineering Services

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

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HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature]
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY:
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.75</td>
<td>Senior Engineer I: Sardino and Lamardo Claims: Review Cardno reports.</td>
<td>225.00</td>
<td>168.75</td>
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<tr>
<td>4.5</td>
<td>Senior Engineer I: Sardino and Lamardo Claims: Site visit with Helicon.</td>
<td>225.00</td>
<td>1,012.50</td>
</tr>
<tr>
<td>0.5</td>
<td>Senior Engineer I: Sardino and Lamardo Claims: Coordination with mason and</td>
<td>225.00</td>
<td>112.50</td>
</tr>
<tr>
<td></td>
<td>fence contractors. (7/18)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.75</td>
<td>Senior Engineer I: Sardino and Lamardo Claims: Review Contractor bids.</td>
<td>225.00</td>
<td>168.75</td>
</tr>
<tr>
<td>0.25</td>
<td>Senior Engineer I: Sardino and Lamardo Claims: Coordination with Client and</td>
<td>225.00</td>
<td>56.25</td>
</tr>
<tr>
<td></td>
<td>Contractors regarding bids. (7/25)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.25</td>
<td>Principal Engineer: Sardino and Lamardo Claims: Review site observation</td>
<td>250.00</td>
<td>312.50</td>
</tr>
<tr>
<td></td>
<td>photographs and contractor quotes. Meet with Senior Engineer. (8/3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0.5</td>
<td>Senior Engineer I: Sardino and Lamardo Claims: Email contractor bids to</td>
<td>225.00</td>
<td>112.50</td>
</tr>
<tr>
<td></td>
<td>Client. (8/6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mileage: Sardino and Lamardo Claims: 50 miles round trip x 0.60. (7/18)</td>
<td>30.00</td>
<td>30.00</td>
</tr>
<tr>
<td>1</td>
<td>Administrative: General administrative assistance. Project coordination,</td>
<td>65.00</td>
<td>130.00</td>
</tr>
<tr>
<td></td>
<td>document print and production processing. Administrative, file handling and</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>processing. (7/11, 7/17, 7/19, 7/23, 7/26, 8/1, 8/5, 8/7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Tolls: Sardino and Lamardo Claims: (7/18)</td>
<td>3.13</td>
<td>3.13</td>
</tr>
</tbody>
</table>

Total $2,106.88

Balance Due $2,106.88

Thank you for your business. Call if you have questions.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEAWALL REPAIR PROJECT

DATE: September 11, 2018
PAYEE: Hopping Green & Sams
ADDRESS: 119 S. Monroe Street, Ste. 300
          P.O. Box 6526
          Tallahassee, FL 32314

REQUISITION NO. MP 108
AMOUNT DUE: $11,354.00
FUND: Supplemental Construction

DESCRIPTION: Invoice # 102238 for Seawall Stabilization Project – Services through 07/31/18; and Invoice
# 102240 for Seawall Financing – Services through 07/31/18

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred
by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction
Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in
connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and
each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District
notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the
moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously
with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on
account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this
requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition
are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered
with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature] 9/13/18
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall
Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and
specifications for the portion of the Project with respect to which such disbursement is being made.

BY: GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/02/18</td>
<td>MCE</td>
<td>Prepare for meeting with Dock Solutions; confer with Nargi; research claims against AIG.</td>
<td>2.10</td>
</tr>
<tr>
<td>07/02/18</td>
<td>MGC</td>
<td>Confer with Woodcock regarding meeting with design-builder and his attorney; confer with Lockom regarding same.</td>
<td>0.40</td>
</tr>
<tr>
<td>07/03/18</td>
<td>MGC</td>
<td>Review design-build contract regarding default provisions; confer with Lockom regarding cancellation of meeting with Dock Solutions; confer with Carr regarding same.</td>
<td>1.10</td>
</tr>
<tr>
<td>07/09/18</td>
<td>MCE</td>
<td>Confer with Lee; confer with Curley; confer with Lockom.</td>
<td>0.40</td>
</tr>
<tr>
<td>07/09/18</td>
<td>MGC</td>
<td>Research effect of terminating contract and other contractual concerns; confer with Lockom regarding status; confer with Woodcock regarding same.</td>
<td>4.20</td>
</tr>
<tr>
<td>07/10/18</td>
<td>MGC</td>
<td>Research effect of terminating contract and other contractual concerns; prepare e-mail to design-builder's attorney regarding contractual issues; prepare memorandum regarding status of contract negotiations and district options with respect to original design-build contract.</td>
<td>4.20</td>
</tr>
<tr>
<td>07/11/18</td>
<td>MCE</td>
<td>Prepare memorandum to board regarding contract status.</td>
<td>0.20</td>
</tr>
<tr>
<td>07/11/18</td>
<td>MGC</td>
<td>Prepare memorandum regarding status of contract negotiations and outlining district options to original design-build contract; forward same to Curley.</td>
<td>1.10</td>
</tr>
<tr>
<td>07/12/18</td>
<td>MCE</td>
<td>Confer with Curley regarding seawall contract status.</td>
<td>0.10</td>
</tr>
<tr>
<td>07/12/18</td>
<td>MGC</td>
<td>Finalize and send memorandum to the board regarding seawall design-build contract discussions and potential next steps; confer with Lockom regarding same.</td>
<td>0.90</td>
</tr>
<tr>
<td>07/13/18</td>
<td>MCE</td>
<td>Confer with Lee; confer with Nargi; confer with Lockom.</td>
<td>0.20</td>
</tr>
<tr>
<td>07/17/18</td>
<td>MCE</td>
<td>Attend conference call with Lee; confer with Lockom.</td>
<td>0.70</td>
</tr>
<tr>
<td>07/17/18</td>
<td>MGC</td>
<td>Confer with design-builder's attorney regarding participation in conference call; confer with design-builder, Lockom, Woodcock, and Gamache.</td>
<td>1.10</td>
</tr>
<tr>
<td>Date</td>
<td>Code</td>
<td>Description</td>
<td>Hours</td>
</tr>
<tr>
<td>-----------</td>
<td>------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>07/18/18</td>
<td>MCE</td>
<td>Prepare for meeting with Lee and Dock Solutions' attorney; confer with Lee; confer with Lockom.</td>
<td>1.20</td>
</tr>
<tr>
<td>07/19/18</td>
<td>MGC</td>
<td>Confer regarding design-build contract issues.</td>
<td>0.40</td>
</tr>
<tr>
<td>07/20/18</td>
<td>MCE</td>
<td>Follow-up regarding negotiations; prepare milestones; confer with Lee.</td>
<td>0.50</td>
</tr>
<tr>
<td>07/20/18</td>
<td>MGC</td>
<td>Confer with design-builder regarding comments on contract documents; develop schedule for design-builder milestones; prepare written notice of intent to terminate services; forward same to design-builder; confer with design-builder regarding same.</td>
<td>2.50</td>
</tr>
<tr>
<td>07/23/18</td>
<td>MCE</td>
<td>Review status regarding Dock Solutions contract.</td>
<td>0.10</td>
</tr>
<tr>
<td>07/23/18</td>
<td>MGC</td>
<td>Attend conference calls with design-builder regarding comments to contract documents.</td>
<td>0.20</td>
</tr>
<tr>
<td>07/24/18</td>
<td>MCE</td>
<td>Confer with Lockom; follow-up regarding status of Dock Solutions contract.</td>
<td>0.30</td>
</tr>
<tr>
<td>07/24/18</td>
<td>MGC</td>
<td>Confer with Lockom, Woodcock, and design-builder regarding status of discussions on contract items.</td>
<td>1.60</td>
</tr>
<tr>
<td>07/25/18</td>
<td>MCE</td>
<td>Provide update to board; confer with Lockom; review comments from Dock Solutions.</td>
<td>0.70</td>
</tr>
<tr>
<td>07/25/18</td>
<td>MGC</td>
<td>Review status of discussions with design-builder; confer with design-builder regarding comments; verify citations in motion.</td>
<td>0.80</td>
</tr>
<tr>
<td>07/26/18</td>
<td>MCE</td>
<td>Confer with Curley; review lien issues; confer with Lockom; confer with Lee.</td>
<td>0.70</td>
</tr>
<tr>
<td>07/26/18</td>
<td>MGC</td>
<td>Review notice to owner letter; confer with design-builder regarding same; research license agreement and land clearing agreement issues.</td>
<td>1.70</td>
</tr>
<tr>
<td>07/30/18</td>
<td>MGC</td>
<td>Review e-mail from design-builder regarding upcoming meeting to discuss design-build contract; prepare response to same; confer with district engineer regarding status of design-build contract; confer with design-builder regarding same.</td>
<td>1.00</td>
</tr>
<tr>
<td>07/31/18</td>
<td>MCE</td>
<td>Review information provided by Nargi; confer with Nargi; participate in conference call with Lee and Curley; review Nargi and Lennar correspondence; confer with Nargi; follow-up call with Lee; confer with Lockom.</td>
<td>2.60</td>
</tr>
<tr>
<td>07/31/18</td>
<td>MGC</td>
<td>Confer with design-builder regarding outstanding contract issues; prepare summary of conference call issues; review contract documents regarding same; forward same to parties.</td>
<td>6.80</td>
</tr>
</tbody>
</table>

**Total fees for this matter**  
$10,920.00

**DISBURSEMENTS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Reproduction</td>
<td>392.00</td>
</tr>
</tbody>
</table>

**Total disbursements for this matter**  
$392.00

**MATTER SUMMARY**
<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Eckert, Michael C.</td>
<td>9.80</td>
<td>hrs</td>
<td>300 /hr</td>
<td>$2,940.00</td>
</tr>
<tr>
<td>Collazo, Mike</td>
<td>28.00</td>
<td>hrs</td>
<td>285 /hr</td>
<td>$7,980.00</td>
</tr>
<tr>
<td><strong>TOTAL FEES</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$10,920.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL DISBURSEMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$392.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL CHARGES FOR THIS MATTER</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$11,312.00</strong></td>
</tr>
</tbody>
</table>

**BILLING SUMMARY**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<td>9.80</td>
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<td>hrs</td>
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</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td><strong>$10,920.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL DISBURSEMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$392.00</strong></td>
</tr>
<tr>
<td><strong>TOTAL CHARGES FOR THIS BILL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$11,312.00</strong></td>
</tr>
</tbody>
</table>

Please include the bill number on your check.
Hopping Green & Sams
Attorneys and Counselors
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7900

STATEMENT

August 24, 2018
Harbor Bay Community Development District
3434 Colwell Avenue
Suite 200
Tampa, FL 33614

Bill Number 102240
Billed through 07/31/2018

Seawall Financing
HBCDD 00111 MCE

FOR PROFESSIONAL SERVICES RENDERED
07/02/18 JBC Prepare correspondence regarding seawall financing. 0.20 hrs

Total fees for this matter $42.00

MATTER SUMMARY

Cooksey, Jennings B. 0.20 hrs 210 /hr $42.00

TOTAL FEES $42.00

TOTAL CHARGES FOR THIS MATTER $42.00

BILLING SUMMARY

Cooksey, Jennings B. 0.20 hrs 210 /hr $42.00

TOTAL FEES $42.00

TOTAL CHARGES FOR THIS BILL $42.00

Please include the bill number on your check.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEA WALL REPAIR PROJECT

DATE: September 11, 2018
PAYEE: Mills Paskert Divers
ADDRESS: 100 N. Tampa Street
          Suite 3700
          Tampa, FL 33602

REQUISITION NO. MP 109
AMOUNT DUE: $3,745.00
FUND: Supplemental Construction

DESCRIPTION: Invoice # 42400 for Resident Litigation – Services through 08/31/18

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Sea Wall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

BY: [Signature] 9/3/18
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
September 7, 2018

Harbor Bay Community Development District
Attn: Mr. Joseph Roethke, District Manager
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

Re: Monthly Invoice – Services rendered through August 31, 2018

Dear Joe:

Enclosed is our firm’s invoice for services rendered and costs incurred through August 31, 2018 in the following matters:

<table>
<thead>
<tr>
<th>Matter Name</th>
<th>Harbor Bay Community Development District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matter No.</td>
<td>117210</td>
</tr>
<tr>
<td>This Month’s Charges</td>
<td>$3,745.00</td>
</tr>
<tr>
<td>Total Currently Due as of the Date of this Letter (Note: These charges include past due amounts, if applicable. If you have previously paid the past due amounts, only the amount of this month’s charges are due. Please check your records prior to submitting payment in order to avoid duplicate payments.)</td>
<td>$3,745.00</td>
</tr>
</tbody>
</table>

I trust that you will find the invoice in order and would appreciate your making arrangements to pay the invoice at your earliest convenience. If you have any questions, please do not hesitate to call me.

Best regards,

MILLS PASKERT DIVERS

Enclosure
### Description of Services

<table>
<thead>
<tr>
<th>Date</th>
<th>Atty</th>
<th>Description of Services</th>
<th>Hours</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01/18</td>
<td>MGD</td>
<td>Prepare and send e-mail to Newland's counsel regarding construction guidelines (per Mr. Carr's request).</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>08/01/18</td>
<td>MGD</td>
<td>Phone call with Mr. Cooksey regarding Newland's construction requirements per Mr. Carr's request.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>08/01/18</td>
<td>MGD</td>
<td>(Miller) receipt and review of claims documents and photos for completeness, e-mail to JR regarding same and update spreadsheet.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>08/01/18</td>
<td>MGD</td>
<td>(Miller) receipt and review of Insurance Policy for coverage determination.</td>
<td>0.40</td>
<td>100.00</td>
</tr>
<tr>
<td>08/01/18</td>
<td>MGD</td>
<td>(Vickers) receipt and review of Vickers claims documents for completeness and e-mail Mr. Roethke and Mr. Gamache regarding same; update spreadsheet.</td>
<td>0.20</td>
<td>50.00</td>
</tr>
<tr>
<td>08/01/18</td>
<td>MGD</td>
<td>(Vickers) receipt and review of insurance policy for coverage determination.</td>
<td>0.50</td>
<td>125.00</td>
</tr>
<tr>
<td>08/02/18</td>
<td>MGD</td>
<td>Receipt, review and response to e-mail from Burby regarding estimates for Sardino.</td>
<td>0.10</td>
<td>25.00</td>
</tr>
<tr>
<td>08/03/18</td>
<td>MGD</td>
<td>Phone call with Newland/Terra Brooks' counsel regarding construction guidelines and e-mail to Ned Carr regarding same.</td>
<td>0.30</td>
<td>75.00</td>
</tr>
<tr>
<td>08/03/18</td>
<td>TGT</td>
<td>Corresponded with Mr. Davis regarding developers’ giving builders requirements to construct retaining walls.</td>
<td>0.30</td>
<td>90.00</td>
</tr>
<tr>
<td>08/09/18</td>
<td>TGT</td>
<td>Corresponded with Mr. Davis regarding Lamardo and Sardino claims; reviewed intake forms and supporting documentation.</td>
<td>0.50</td>
<td>150.00</td>
</tr>
<tr>
<td>08/09/18</td>
<td>MGD</td>
<td>Phone call with Mr. Cooksey to discuss options to eliminate/minimize exposure for new development along</td>
<td>0.40</td>
<td>100.00</td>
</tr>
</tbody>
</table>
seawall.

08/09/18 MGD (Lamardo and Sardino) receipt and review of estimates from Burby and compare with Cardno Report and Intake Forms to ensure all claims covered, prepare MPD claim memo and prepare summary of claims and recommendation to the Board. 1.90 475.00

08/09/18 MGD Prepare and send memo (in e-mail form) to Mr. Thompson with recommendation regarding limiting exposure on undeveloped lots. 0.30 75.00

08/10/18 MGD (Sardino) Prepare and send e-mail to Mr. Sardino in response to questions regarding process and proposals. 0.20 50.00

08/10/18 TGT Reviewed HBCDD agenda. 0.20 60.00

08/15/18 MGD Phone call with Paul Curley regarding issue to prevent claims for owners who purchased after a certain date. 0.30 75.00

08/15/18 MGD Review Florida law regarding ability to revoke contract offer and seller's affirmative duty to disclose issues materially affecting property. 0.40 100.00

08/15/18 MGD Follow up phone call with Paul Curley regarding potential revocation of offer and also on deadline to prevent new claims. 0.30 75.00

08/16/18 MGD Appear for and attend (telephonically) August Board meeting regarding upland claims. 0.20 50.00

08/16/18 MGD Review uplands claims supporting documents as well as documents and cases regarding proposed amendment to upland repair protocol in preparation for August Board meeting. 0.50 125.00

08/16/18 MGD (Smith) receipt and review of documents for completeness, update spreadsheet and e-mail Mr. Roethke regarding same as well as review policy to determine if coverage exists. 0.70 175.00

08/16/18 TGT Met with Mr. Davis regarding BOS meeting; agenda and topics of discussion. 0.40 120.00

08/17/18 MGD Phone call with Mr. Lockom to discuss implication of potential claims bar procedure for new buyers. 0.50 125.00

08/17/18 MGD (Lamardo) review property records before preparing settlement agreement and prepare and send e-mail to Mr. Roethke regarding issues with same. 0.30 75.00

08/17/18 MGD (Sardino) receipt and review of property records, prepare settlement agreement, and transmit to Mr. Roethke with language regarding sunset provision and repair recommendations. 0.60 150.00

08/20/18 MGD (Sardino) receipt, review and response to Mr. Sardino's objection to settlement offer. 0.20 50.00

08/24/18 MGD (Warner) phone call with Mr. Roethke regarding ability to extend settlement agreement timeframe. 0.10 25.00

08/24/18 MGD Prepare revisions to protocol to include Mr. Curley's proposed new policy. 0.10 25.00

08/24/18 MGD Prepare and send e-mail to Mr. Curley and Mr. Roethke regarding implementation of new policy. 0.20 50.00
<table>
<thead>
<tr>
<th>Date</th>
<th>Timekeeper</th>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/24/18</td>
<td>TGT</td>
<td>Analyzed revisions to upland claims protocol.</td>
<td>0.40</td>
<td>120.00</td>
<td></td>
</tr>
<tr>
<td>08/27/18</td>
<td>TGT</td>
<td>Office conference with Mr. Davis regarding 8/30 BOS meeting; discussed issues regarding revisions to protocol and proposed disclaimer. Reviewed same.</td>
<td>0.80</td>
<td>240.00</td>
<td></td>
</tr>
<tr>
<td>08/27/18</td>
<td>MGD</td>
<td>(Lamardo) receipt, review and response to Mr. Roethke's e-mail regarding calculation of claim and supporting documents.</td>
<td>0.20</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td>08/27/18</td>
<td>MGD</td>
<td>(Lamardo) prepare and send e-mail to Mr. Roethke with settlement agreement along with language needed for transmittal.</td>
<td>0.10</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>08/27/18</td>
<td>MGD</td>
<td>(Lamardo) prepare settlement agreement upon receipt of property records from homeowner.</td>
<td>0.50</td>
<td>125.00</td>
<td></td>
</tr>
<tr>
<td>08/28/18</td>
<td>MGD</td>
<td>Prepare and send e-mail to Mr. Roethke regarding revised protocol proposal.</td>
<td>0.10</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>08/30/18</td>
<td>MGD</td>
<td>Phone call with Joe Roethke regarding implication of claims bar policy.</td>
<td>0.20</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td>08/30/18</td>
<td>MGD</td>
<td>Office conference with Mr. Thompson regarding legalities of claims bar policy in preparation for meeting.</td>
<td>0.30</td>
<td>75.00</td>
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<tr>
<td>08/30/18</td>
<td>MGD</td>
<td>Phone call with Ned Carr regarding claims bar policy.</td>
<td>0.20</td>
<td>50.00</td>
<td></td>
</tr>
<tr>
<td>08/31/18</td>
<td>MGD</td>
<td>Receipt, review and response to Mr. Roethke regarding meeting follow up.</td>
<td>0.10</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>08/31/18</td>
<td>TGT</td>
<td>Planned and prepared for HBCDD BOS meeting; attended same.</td>
<td>0.80</td>
<td>240.00</td>
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**Total Professional Services:** 14.30 $3,745.00

**TIMEKEEPER SUMMARY**

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<td>TGT</td>
<td>Ty G Thompson</td>
<td>3.40</td>
<td>$300.00</td>
<td>$1,020.00</td>
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<td>MGD</td>
<td>Matthew G Davis</td>
<td>10.90</td>
<td>$250.00</td>
<td>$2,725.00</td>
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### Totals for This Invoice

<table>
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Fees for Professional Services</td>
<td>$3,745.00</td>
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<td>TOTAL THIS INVOICE</td>
<td>$3,745.00</td>
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</table>

Payment is Due Within 30 Days of This Invoice Date
October 10, 2018

RIZZETTA & COMPANY, INC.
Harbor Bay, Supplemental Account
Attn: Natasha Dhanpat
9428 Camden Field Parkway
Riverview, FL 33578

RE: Supplemental Account, Master Project Interim Repairs
Requisitions for Payment

Dear Natasha:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District’s Supplemental Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

A) HOPPING VIA USPS
B) ALL OTHERS VIA UPS

<table>
<thead>
<tr>
<th>REQUISITION NO.</th>
<th>PAYEE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>MP 110</td>
<td>Brian &amp; Kelly Sardino</td>
<td>$12,325.00</td>
</tr>
<tr>
<td>MP 111</td>
<td>Cardno, Inc.</td>
<td>$20,952.50</td>
</tr>
<tr>
<td>MP 112</td>
<td>Hopping Green &amp; Sams</td>
<td>$6,747.03</td>
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</table>

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
District Manager
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEAWALL REPAIR PROJECT

DATE: October 3, 2018
PAYEE: Brian & Kelly Sardino
ADDRESS: 5608 Skimmer Drive
Apollo Beach, FL 33772

DESCRIPTION: 09/21/18 Check Request for Upland Claim

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
BY: ____________________________
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: ____________________________
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Check Request

Amount: $12,325.00

Project Name: Harbor Bay CDD Upland Claim

Date: September 21, 2018

Payable To: Brian Sardino and Kelly Sardino

Address: 5608 Skimmer Drive, Apollo Beach, FL 33572

Requested By: Joseph Roethke, District Manager

Special Instructions: mail check to 5608 Skimmer Drive, Apollo Beach, FL 33572

Manager Approval: 10/9/18
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUISITION FOR PAYMENT

SUPPLEMENTAL CONSTRUCTION ACCOUNT - SEAWALL REPAIR PROJECT

DATE: October 3, 2018

PAYEE: Cardno, Inc.

ADDRESS: P.O. Box 123400
Dallas, TX 75312-3400

REQUISITION NO. MP 111

AMOUNT DUE: $20,952.50

FUND: Supplemental Construction

DESCRIPTION: Invoice # 510072 for Professional Services though 09/14/18

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the "Project") and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY
DEVELOPMENT DISTRICT

BY: ____________________________
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: ____________________________
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER
Harbor Bay CDD
12750 Citrus Park Lane
Suite 115
Tampa FL  33625
Attention:  Joe Roethke

For Professional Services Rendered through:  9/14/2018

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<td>Amount Due This Invoice **</td>
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<td>Class / Employee Name</td>
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<td>CAD Specialist</td>
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<tr>
<td>Morales Jr., Alirio A.</td>
<td>9/13/2018</td>
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<tr>
<td>General Plan</td>
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<td>Typical Seawall Details</td>
<td>9/14/2018</td>
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<tr>
<td></td>
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<tr>
<td>Designer</td>
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<tr>
<td>Farahbakhsh, Pooya</td>
<td>6/25/2018</td>
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<tr>
<td>reports for upland walls</td>
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<tr>
<td>reports for upland walls</td>
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<tr>
<td>finalizing reports for upland walls</td>
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<tr>
<td>organizing pictures and notes from field</td>
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<td>seawall cap rotations</td>
<td>7/25/2018</td>
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<td>seawall cap rotations</td>
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<td>seawall cap rotations data comparison</td>
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<td>data entry for cap rotations</td>
<td>7/30/2018</td>
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<td>8/2/2018</td>
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<td>data entry for cap rotations</td>
<td>8/22/2018</td>
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<tr>
<td>upland wall inspection meeting</td>
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<td>Engineer</td>
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<tr>
<td>Gamache, Christopher</td>
<td>7/17/2018</td>
</tr>
<tr>
<td>Conf call with dock solutions, call preparation and review, Weep hole maint. memo</td>
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<tr>
<td>Respond to email regarding existing seawall inspection and cap rotations</td>
<td>7/30/2018</td>
</tr>
<tr>
<td>Respond to email regarding weep holes and new design requirements</td>
<td>8/1/2018</td>
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<tr>
<td>Prepare for conf call with Dock Solutions</td>
<td>8/2/2018</td>
</tr>
<tr>
<td>Cap rotation review, reached out to contractors, and call with Paul C.</td>
<td>8/7/2018</td>
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<tr>
<td>Revised technical specs</td>
<td>8/8/2018</td>
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<tr>
<td>respond to emails and coordination regarding seawall replacement</td>
<td>8/9/2018</td>
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<tr>
<td>Review existing wall cap rotations, call regarding seawall sheet pile</td>
<td>8/10/2018</td>
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<tr>
<td>correspondence regarding seawall contract sheet piles</td>
<td>8/15/2018</td>
</tr>
<tr>
<td>Class / Employee Name</td>
<td>Date</td>
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<tr>
<td>-----------------------</td>
<td>------------</td>
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<tr>
<td><strong>Engineer</strong></td>
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<tr>
<td>Gamache, Christopher</td>
<td>8/21/2018</td>
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<tr>
<td>Review upland wall issues</td>
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<tr>
<td>8/22/2018</td>
<td>1.50</td>
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<tr>
<td>Site visit to review seawall issues &amp; meeting with prospective seawall contractor</td>
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<tr>
<td>8/27/2018</td>
<td>4.00</td>
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<td>Correspondence regarding proposals, sending information to seawall contractors, review of proposals, call with Paul C., and wall review from Irma</td>
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<td>8/28/2018</td>
<td>1.00</td>
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<td>Wall review from Irma</td>
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<td>8/29/2018</td>
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<td>Review of contractor seawall proposal</td>
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<td>8/30/2018</td>
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<td>Review of contractor seawall proposal</td>
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<td>9/4/2018</td>
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<td>Coordination regarding new seawall contract</td>
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<tr>
<td>9/6/2018</td>
<td>4.00</td>
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<td>Technical specifications for new seawall contract</td>
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<td>9/10/2018</td>
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<td>Update technical specifications</td>
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<td>9/11/2018</td>
<td>2.50</td>
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<td>Correspondence with Tim N. and Lee Composites regarding seawall and revise seawall design</td>
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<tr>
<td>9/12/2018</td>
<td>3.00</td>
</tr>
<tr>
<td>Revise seawall design</td>
<td></td>
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<td>9/13/2018</td>
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<td>Meeting with seawall contractor and respond to Paul C. questions</td>
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<td>9/14/2018</td>
<td>4.00</td>
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<tr>
<td>Respond to Paul C. seawall questions &amp; revise seawall design</td>
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<td><strong>Intern</strong></td>
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<td>Nguyen, Duy T.</td>
<td>7/25/2018</td>
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<td>7/26/2018</td>
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<td><strong>Project Manager</strong></td>
<td></td>
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<tr>
<td>Woodcock, Gregory J.</td>
<td>7/2/2018</td>
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<tr>
<td>Conference call with Mike C regarding seawall contract.</td>
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<td>7/3/2018</td>
<td>0.25</td>
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<tr>
<td>Call with Mike C regarding contract status</td>
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<tr>
<td>7/9/2018</td>
<td>0.50</td>
</tr>
<tr>
<td>Call with Mike C regarding seawall contract status.</td>
<td></td>
</tr>
<tr>
<td>7/12/2018</td>
<td>1.25</td>
</tr>
<tr>
<td>Coordinate with staff regarding construction oversight inspector schedule and seawall requirements. Coordinate with Chris regarding timeframe needed to review submittals from Dock Solutions.</td>
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</tr>
<tr>
<td>7/17/2018</td>
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<tr>
<td>Prepare for and attend conference call with David Lee</td>
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<td>7/20/2018</td>
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<td>Call with David Lee</td>
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<td>7/24/2018</td>
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<tr>
<td>Coordinate with Steve and Chris regarding seawall contract and reaching out to other contractors.</td>
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</table>
## Phase: CONST -- Construction Services

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<td>8/9/2018</td>
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</tr>
<tr>
<td>8/23/2018</td>
<td>1.25</td>
<td>135.00</td>
<td>168.75</td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>8/27/2018</td>
<td>0.75</td>
<td>135.00</td>
<td>101.25</td>
</tr>
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</tr>
<tr>
<td>8/28/2018</td>
<td>5.25</td>
<td>135.00</td>
<td>708.75</td>
</tr>
</tbody>
</table>

### Notes:
- Call with Hecker regarding schedule. Review contacted seawall contractors list.
- Call with Hecker regarding schedule. Call with Mike C regarding contract status.
- Coordinate with David Lee and Mike C regarding conference call. Attend conference call regarding engineering concerns.
- Call with District staff regarding construction oversight for engineer of record. Set up conference call. Correspondence with David Lee regarding conference call.
- Call with David Lee regarding conference call and construction oversight. Coordinate with Chris regarding task list. Review task list and provide comments.
- Coordinate with Cardno and District Staff regarding seawall contract. Coordinate with Board members regarding seawall contract and phone conversations.
- Coordinate with Board members and District staff regarding seawall contract and phone conversations.
- Call with Joe Vath regarding seawall project. Send information to Joe regarding emergency lots.
- Coordinate with Hecker and Land and Seamasters. Coordinate with Mike regarding contract status.
- Coordinate with Hecker and Land and Seamasters.
- Coordinate with Hecker and Land and Seamasters. Coordinate with District staff and board members regarding seawall contract. Prepare budget numbers for seawall project. Coordinate with Steve regarding seawall budget numbers.
- Coordinate with contractors to obtain proposals for emergency lots.
- Coordinate with Craig with first choice marine regarding seawall proposal. Call with Duncan seawall regarding proposal. Coordinate with Chris regarding plans and photos to contractors.
- Meeting with contractor regarding emergency wall proposal.
- Coordinate with District Staff regarding seawall proposals. Coordinate with Contractors regarding questions for proposal submittal.
- Coordinate with contractors and staff regarding seawall proposals.
### Rate Schedule Labor

<table>
<thead>
<tr>
<th>Class / Employee Name</th>
<th>Date</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Manager</strong></td>
<td>8/29/2018</td>
<td>2.25</td>
<td>135.00</td>
<td>303.75</td>
</tr>
<tr>
<td>Coordinating with Seawall contractors, board members and staff regarding seawall proposals. Coordinate with contractors related to proposals inclusions and exclusions. Request revised proposals for apples to apples comparison. Prepare summary.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/30/2018</td>
<td>3.25</td>
<td>135.00</td>
<td>438.75</td>
<td></td>
</tr>
<tr>
<td>Coordinating with contractors regarding proposals. Update summaries and send to Chris for review. Coordinate with Chris regarding proposals and H2R proposal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/31/2018</td>
<td>0.75</td>
<td>135.00</td>
<td>101.25</td>
<td></td>
</tr>
<tr>
<td>Coordinating with Board members and contractor regarding proposals. Coordinate with staff regarding proposals and estimate.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/4/2018</td>
<td>0.50</td>
<td>135.00</td>
<td>67.50</td>
<td></td>
</tr>
<tr>
<td>Coordinate with Hecker regarding construction timing and schedule.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/5/2018</td>
<td>1.25</td>
<td>135.00</td>
<td>168.75</td>
<td></td>
</tr>
<tr>
<td>Prepare response to information requested from HGS and send to Chris for review. Coordinate with Hecker.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/7/2018</td>
<td>0.50</td>
<td>135.00</td>
<td>67.50</td>
<td></td>
</tr>
<tr>
<td>Review seawall specifications from Chris G. Coordinate with Hecker regarding schedule.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/11/2018</td>
<td>1.50</td>
<td>135.00</td>
<td>202.50</td>
<td></td>
</tr>
<tr>
<td>Coordinate with staff regarding scope and fee for construction phase services. Provide updates as requested.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9/13/2018</td>
<td>0.50</td>
<td>135.00</td>
<td>67.50</td>
<td></td>
</tr>
<tr>
<td>Coordinate with Mike C regarding scope and fee for construction phase services.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>36.50</strong></td>
<td></td>
<td></td>
<td><strong>4,927.50</strong></td>
</tr>
</tbody>
</table>

---

**Rate Schedule Labor**

**Total Phase:** CONST -- Construction Services  
Labor: 20,952.50  
Expense: 0.00

---

**Total Project:** 0002380102 -- WTR Harbor Bay CDD  
20,952.50
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT – SEAWALL REPAIR PROJECT

DATE: October 3, 2018
PAYEE: Hopping Green & Sams
ADDRESS: 119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314

REQUISITION NO. MP 112
AMOUNT DUE: $6,747.03
FUND: Supplemental Construction

DESCRIPTION: Invoice # 102648 for Seawall Stabilization Project – Services through 08/31/18

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Seawall Repair Project (herein after the “Project”) and each represents a cost of the project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
BY: [Signature]
CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER’S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Seawall Repair Project and is consistent with: (i) the applicable acquisition or construction contract; and, (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made.

BY: [Signature]
GREG WOODCOCK/THOMAS BURKE, P.E.
DISTRICT ENGINEER CARDNO, INC.
Harbor Bay Community Development District  
3434 Colwell Avenue  
Suite 200  
Tampa, FL 33614

Seawall Stabilization Project  
HBCDD   00109   MCE

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01/18</td>
<td>MCE</td>
<td>Confer with Woodcock; prepare revisions to seawall contract.</td>
<td>1.00</td>
</tr>
<tr>
<td>08/01/18</td>
<td>MGC</td>
<td>Prepare design-contract language regarding sheet pile price increases and decreases; confer with Lockom regarding sheet pile cost issues; attend conference calls with design-builder, Woodcock, Gamache, and Lockom regarding same.</td>
<td>4.50</td>
</tr>
<tr>
<td>08/02/18</td>
<td>MGC</td>
<td>Attend conference calls with Woodcock, Gamache, and design-builder regarding engineering discussion; separately confer with board members regarding same.</td>
<td>1.40</td>
</tr>
<tr>
<td>08/03/18</td>
<td>MGC</td>
<td>Confer with design-builder regarding conference call on engineering issues; confer with Woodcock regarding same.</td>
<td>0.50</td>
</tr>
<tr>
<td>08/06/18</td>
<td>MGC</td>
<td>Confer with Woodcock regarding upcoming engineering conference call; confer with Lockom regarding same.</td>
<td>0.50</td>
</tr>
<tr>
<td>08/07/18</td>
<td>MGC</td>
<td>Review e-mails regarding full-time engineering requirement in seawall contract documents; confer with Woodcock regarding same; confer with Curley regarding same.</td>
<td>0.30</td>
</tr>
<tr>
<td>08/08/18</td>
<td>MGC</td>
<td>Confer with Woodcock, Gamache, and Curley regarding full-time engineering requirement in design-build contract documents; prepare same; transmit same to Woodcock and Gamache regarding technical specifications document; revise design-build contract documents to include updated technical specifications; forward same to design-builder for execution; confer with design-builder and Curley regarding same.</td>
<td>3.00</td>
</tr>
<tr>
<td>08/09/18</td>
<td>MGC</td>
<td>Confer with Curley, Gamache and Woodcock regarding response from design-builder on revised contract documents; analyze land clearing agreement regarding potential need for revisions; revise first amendment to license agreement.</td>
<td>1.90</td>
</tr>
<tr>
<td>08/13/18</td>
<td>MGC</td>
<td>Confer with board members in separate e-mails regarding status of design-builder contract documents; confer with board member regarding same.</td>
<td>1.90</td>
</tr>
<tr>
<td>08/14/18</td>
<td>MCE</td>
<td>Confer with Lee; follow-up.</td>
<td>0.60</td>
</tr>
<tr>
<td>08/14/18</td>
<td>MGC</td>
<td>Conduct separate conference calls with each board member regarding</td>
<td>2.30</td>
</tr>
</tbody>
</table>
Seawall Stabilization Project

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non-receipt of design-build contract documents; confer with district engineer and design-builder regarding same.

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/15/18</td>
<td>MGC</td>
<td>Attempt to contact remaining board members regarding design-builder contract discussions.</td>
<td>0.10 hrs</td>
</tr>
<tr>
<td>08/16/18</td>
<td>MGC</td>
<td>Confer with design-builder regarding emergency repairs and section IA of proposal; confer with district engineer; prepare motion to terminate language.</td>
<td>1.20 hrs</td>
</tr>
<tr>
<td>08/17/18</td>
<td>MGC</td>
<td>Prepare notice of termination regarding design-build contract; review contractual provisions regarding same.</td>
<td>1.90 hrs</td>
</tr>
<tr>
<td>08/20/18</td>
<td>MCE</td>
<td>Prepare termination notice regarding signed Dock Solutions contract; confer with Hudson regarding same.</td>
<td>0.30 hrs</td>
</tr>
<tr>
<td>08/20/18</td>
<td>MGC</td>
<td>Review outcome of board meeting regarding design-build contract; coordinate intended termination of same with Curley.</td>
<td>0.60 hrs</td>
</tr>
<tr>
<td>08/21/18</td>
<td>MCE</td>
<td>Confer with Lockom; confer with Woodcock.</td>
<td>0.20 hrs</td>
</tr>
<tr>
<td>08/22/18</td>
<td>MGC</td>
<td>Review and coordinate delivery of signed notice of termination to Dock Solutions; research Hudson's contact information.</td>
<td>0.70 hrs</td>
</tr>
<tr>
<td>08/28/18</td>
<td>MCE</td>
<td>Confer with Woodcock.</td>
<td>0.20 hrs</td>
</tr>
<tr>
<td>08/30/18</td>
<td>MCE</td>
<td>Review proposal information regarding emergency repairs.</td>
<td>0.20 hrs</td>
</tr>
</tbody>
</table>

Total fees for this matter $6,678.00

DISBURSEMENTS
Conference Calls

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference Calls</td>
<td>69.03</td>
</tr>
</tbody>
</table>

Total disbursements for this matter $69.03

MATTER SUMMARY

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eckert, Michael C.</td>
<td>2.50 hrs</td>
<td>300 /hr</td>
<td>$750.00</td>
</tr>
<tr>
<td>Collazo, Mike</td>
<td>20.80 hrs</td>
<td>285 /hr</td>
<td>$5,928.00</td>
</tr>
</tbody>
</table>

TOTAL FEES $6,678.00
TOTAL DISBURSEMENTS $69.03

TOTAL CHARGES FOR THIS MATTER $6,747.03

BILLING SUMMARY

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eckert, Michael C.</td>
<td>2.50 hrs</td>
<td>300 /hr</td>
<td>$750.00</td>
</tr>
<tr>
<td>Collazo, Mike</td>
<td>20.80 hrs</td>
<td>285 /hr</td>
<td>$5,928.00</td>
</tr>
</tbody>
</table>

TOTAL FEES $6,678.00
TOTAL DISBURSEMENTS $69.03

TOTAL CHARGES FOR THIS BILL $6,747.03
Please include the bill number on your check.
Tab 32
# FINANCIALS

## KEY STATISTICS

### JUNE 2018

<table>
<thead>
<tr>
<th>AREA</th>
<th>ACTUAL</th>
<th>BUDGET</th>
<th>VARIANCE</th>
<th>ACTUAL YTD</th>
<th>BUDGET YTD</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$ 55,868</td>
<td>$ 35,536</td>
<td>$ 20,332</td>
<td>$ 333,257</td>
<td>$ 306,104</td>
<td>$ 27,152</td>
</tr>
<tr>
<td>Total Cost of Goods</td>
<td>$ 13,273</td>
<td>$ 9,726</td>
<td>(3,547)</td>
<td>$ 93,048</td>
<td>$ 87,532</td>
<td>(5,517)</td>
</tr>
<tr>
<td>Total Payroll &amp; Related</td>
<td>$ 56,028</td>
<td>$ 58,937</td>
<td>2,908</td>
<td>$ 488,943</td>
<td>$ 530,443</td>
<td>41,498</td>
</tr>
<tr>
<td>Total Administrative / Operating Expense</td>
<td>$ 16,257</td>
<td>$ 17,215</td>
<td>959</td>
<td>$ 132,961</td>
<td>$ 134,163</td>
<td>1,202</td>
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<tr>
<td>Excess of Revenues Over</td>
<td>$(29,690)</td>
<td>$(50,342)</td>
<td>20,652</td>
<td>$(381,695)</td>
<td>$(446,034)</td>
<td>64,339</td>
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</tbody>
</table>

### JULY 2018

<table>
<thead>
<tr>
<th>AREA</th>
<th>ACTUAL</th>
<th>BUDGET</th>
<th>VARIANCE</th>
<th>ACTUAL YTD</th>
<th>BUDGET YTD</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$ 46,568</td>
<td>$ 35,867</td>
<td>10,701</td>
<td>$ 379,824</td>
<td>$ 341,972</td>
<td>37,851</td>
</tr>
<tr>
<td>Total Cost of Goods</td>
<td>$ 8,449</td>
<td>$ 9,726</td>
<td>1,278</td>
<td>$ 101,497</td>
<td>$ 97,258</td>
<td>(4,239)</td>
</tr>
<tr>
<td>Total Payroll &amp; Related</td>
<td>$ 55,714</td>
<td>$ 58,937</td>
<td>3,223</td>
<td>$ 544,656</td>
<td>$ 589,381</td>
<td>44,726</td>
</tr>
<tr>
<td>Total Administrative / Operating Expense</td>
<td>$ 16,324</td>
<td>$ 10,715</td>
<td>(5,607)</td>
<td>$ 149,285</td>
<td>$ 144,878</td>
<td>(4,406)</td>
</tr>
<tr>
<td>Excess of Revenues Over</td>
<td>$(33,919)</td>
<td>$(43,511)</td>
<td>9,592</td>
<td>$(415,614)</td>
<td>$(489,545)</td>
<td>73,931</td>
</tr>
</tbody>
</table>
JULY 2018

<table>
<thead>
<tr>
<th></th>
<th>Pool</th>
<th>Clubhouse</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUNE</td>
<td>242</td>
<td>219</td>
<td>460</td>
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</tbody>
</table>

AUGUST 2018

<table>
<thead>
<tr>
<th></th>
<th>Pool</th>
<th>Clubhouse</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUGUST</td>
<td>94</td>
<td>288</td>
<td>381</td>
</tr>
</tbody>
</table>
% Beverage Sales

Bottled Beer 35%
Liquor 26%
Wine 18%
Non Alcoholic Beverage 8%
Happy Hour Wine 6%
Smoothie 5%
Draft 0%
Happy Hour Draft 2%

Top Sellers

<table>
<thead>
<tr>
<th>Beverage</th>
<th>Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Happy Hour Wine</td>
<td>$354.00</td>
</tr>
<tr>
<td>Non Alcoholic Beverage</td>
<td>$433.25</td>
</tr>
<tr>
<td>Wine</td>
<td>$985.00</td>
</tr>
<tr>
<td>Liquor</td>
<td>$1,475.25</td>
</tr>
<tr>
<td>Bottled Beer</td>
<td>$1,976.00</td>
</tr>
</tbody>
</table>
% Food Sales

- Sand/Wrap/Panini/Salad: 36%
- Kids Meal: 8%
- Ice Cream: 10%
- Quesadilla: 7%
- Pizza: 4%
- Appetizers: 4%
- Flatbread: 2%
- French Fries/Tater Tots: 3%
- Breakfast: 2%
- Snacks: 2%
- Build a Burger: 4%
- Desserts: 2%
- Mariners Event: 16%

Top Sellers

- Flatbread: $165.00
- Appetizers: $302.50
- Pizza: $300.42
- Quesadilla: $608.49
- Ice Cream: $807.50
- Kids Meal: $667.10
- Sand/Wrap/Panini/Salad: $3,074.86
<table>
<thead>
<tr>
<th></th>
<th>Month Actual</th>
<th>Month Budget</th>
<th>Month Variance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Sales</td>
<td>9,046</td>
<td>8,100</td>
<td>946</td>
<td>68,539</td>
<td>68,079</td>
<td>460</td>
</tr>
<tr>
<td>Beverage Sales (Alcohol)</td>
<td>7,091</td>
<td>5,400</td>
<td>1,691</td>
<td>52,266</td>
<td>50,218</td>
<td>2,048</td>
</tr>
<tr>
<td>Beverage Sales (Non-Alcoholic)</td>
<td>1,364</td>
<td>753</td>
<td>611</td>
<td>4,772</td>
<td>7,530</td>
<td>(2,758)</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td>4,723</td>
<td>6,129</td>
<td>1,406</td>
<td>65,521</td>
<td>61,288</td>
<td>(4,233)</td>
</tr>
<tr>
<td>Beverage (Alcohol)</td>
<td>2,985</td>
<td>2,933</td>
<td>(51)</td>
<td>27,985</td>
<td>29,333</td>
<td>1,348</td>
</tr>
<tr>
<td>Beverage (Non-Alcoholic)</td>
<td>741</td>
<td>626</td>
<td>(115)</td>
<td>7,366</td>
<td>6,262</td>
<td>(1,104)</td>
</tr>
</tbody>
</table>
### PROGRAMS & EVENTS

<table>
<thead>
<tr>
<th>PROGRAMS &amp; EVENTS</th>
<th>REGISTRATION #’S 2017</th>
<th>REGISTRATION #’S 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afterschool Program</td>
<td>111</td>
<td>103</td>
</tr>
<tr>
<td>Fitness Buddies</td>
<td>246</td>
<td>114</td>
</tr>
<tr>
<td>Music Lessons w/ Diane</td>
<td>31</td>
<td>22</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>16</td>
<td>23</td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>N/A</td>
<td>80+</td>
</tr>
<tr>
<td>Friday Night Poker</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>First Friday</td>
<td>55</td>
<td>60</td>
</tr>
<tr>
<td>Adult Sip ‘N Swim</td>
<td>N/A</td>
<td>40</td>
</tr>
<tr>
<td>Kid’s Back to School Bash</td>
<td>51</td>
<td>35</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Build-a-Burger</td>
<td>38</td>
<td>24</td>
</tr>
<tr>
<td>Parent’s Night Out</td>
<td>8</td>
<td>13</td>
</tr>
<tr>
<td>Open Mic Night</td>
<td>N/A</td>
<td>30</td>
</tr>
<tr>
<td>MiraBay Comedy Night</td>
<td>85</td>
<td>50</td>
</tr>
</tbody>
</table>
## UPCOMING PROGRAMS & EVENTS

<table>
<thead>
<tr>
<th>UPCOMING PROGRAMS &amp; EVENTS</th>
<th>DATE(S)</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fitness Buddies</td>
<td>Monday-Friday</td>
<td>9am-12pm</td>
</tr>
<tr>
<td>Afterschool</td>
<td>Monday-Friday</td>
<td>2:30-6:30pm</td>
</tr>
<tr>
<td>Music Lessons w/ Diane</td>
<td>Every Tuesday &amp; Wednesday</td>
<td>Afternoons</td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>Every Tuesday</td>
<td>5pm</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>Every Wednesday</td>
<td>Evenings</td>
</tr>
<tr>
<td>Friday Night Poker</td>
<td>Every Friday</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Soccer Shots</td>
<td>Every Friday</td>
<td>5-7pm</td>
</tr>
<tr>
<td>Labor Day BBQ Social</td>
<td>September 3rd</td>
<td>12-3pm</td>
</tr>
<tr>
<td>Puppy Pool Day</td>
<td>September 4th</td>
<td>6pm</td>
</tr>
<tr>
<td>First Friday</td>
<td>September 7th</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>September 14th</td>
<td>5-9pm</td>
</tr>
<tr>
<td>Build-a-Burger</td>
<td>September 21st</td>
<td>5-8pm</td>
</tr>
<tr>
<td>Kid’s Fall Madness</td>
<td>September 22nd</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Fall Madness</td>
<td>September 22nd</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Parents Night Out</td>
<td>September 28th</td>
<td>6-10pm</td>
</tr>
</tbody>
</table>
We had a blast this summer at Camp MiraBay! 11 weeks packed with awesome activities, games, guest speakers, pool time and more!

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td>$50,550</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td>$23,082</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>$27,468</td>
</tr>
</tbody>
</table>
MONTHLY SUMMARY REPORT

October, 2018
Submitted by:
Ashley Adkins, Club Manager
Holly Faldetta, Activities Director
Jen Ashley, Café Manager
Amy Gallogy, Corporate Operations Director
## KEY STATISTICS
### AUGUST 2018

<table>
<thead>
<tr>
<th>AREA</th>
<th>ACTUAL</th>
<th>BUDGET</th>
<th>VARIANCE</th>
<th>ACTUAL YTD</th>
<th>BUDGET YTD</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$44,653</td>
<td>$35,067</td>
<td>$9,351</td>
<td>$424,243</td>
<td>$377,039</td>
<td>$47,205</td>
</tr>
<tr>
<td>Total Cost of Goods</td>
<td>$12,973</td>
<td>$9,726</td>
<td>$(3,246)</td>
<td>$114,470</td>
<td>$106,984</td>
<td>$(7,488)</td>
</tr>
<tr>
<td>Total Payroll &amp; Related</td>
<td>$52,756</td>
<td>$58,937</td>
<td>$6,181</td>
<td>$597,413</td>
<td>$648,320</td>
<td>$50,908</td>
</tr>
<tr>
<td>Total Administrative / Operating Expense</td>
<td>$17,973</td>
<td>$13,715</td>
<td>$(4,257)</td>
<td>$167,258</td>
<td>$158,595</td>
<td>$(8,661)</td>
</tr>
<tr>
<td>Excess of Revenues Over</td>
<td>$(39,049)</td>
<td>$(47,311)</td>
<td>$8,262</td>
<td>$(454,898)</td>
<td>$(536,860)</td>
<td>$81,962</td>
</tr>
</tbody>
</table>

## KEY STATISTICS
### JULY 2018

<table>
<thead>
<tr>
<th>AREA</th>
<th>ACTUAL</th>
<th>BUDGET</th>
<th>VARIANCE</th>
<th>ACTUAL YTD</th>
<th>BUDGET YTD</th>
<th>VARIANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenues</td>
<td>$46,568</td>
<td>$35,867</td>
<td>$10,701</td>
<td>$379,824</td>
<td>$341,972</td>
<td>$37,851</td>
</tr>
<tr>
<td>Total Cost of Goods</td>
<td>$8,449</td>
<td>$9,726</td>
<td>$1,278</td>
<td>$101,497</td>
<td>$97,258</td>
<td>$(4,239)</td>
</tr>
<tr>
<td>Total Payroll &amp; Related</td>
<td>$55,714</td>
<td>$58,937</td>
<td>$3,223</td>
<td>$544,656</td>
<td>$589,381</td>
<td>$44,726</td>
</tr>
<tr>
<td>Total Administrative / Operating Expense</td>
<td>$16,324</td>
<td>$10,715</td>
<td>$(5,607)</td>
<td>$149,285</td>
<td>$144,878</td>
<td>$(4,406)</td>
</tr>
<tr>
<td>Excess of Revenues Over</td>
<td>$(33,919)</td>
<td>$(43,511)</td>
<td>$9,592</td>
<td>$(415,614)</td>
<td>$(489,545)</td>
<td>$73,931</td>
</tr>
</tbody>
</table>
FACILITY USAGE
(Also includes Admiral Pointe)

SEPTEMBER 2018

Pie chart showing usage:
- Fitness Center: 25%
- Resort Pool: 7%
- Lagoon Room: 4%
- Outfitters: 5%
- Dockers, Playground & Volley Court: 2%
- Lounge, Café & Promenade: 3%
- Pickleball: 5%
- Basketball: 4%
- Tennis: 3%
- Camp: 1%
- Admiral Pointe: 1%
- TOTAL: 50%
% Beverage Sales

- Bottled Beer: 38%
- Wine: 21%
- Liquor: 19%
- Happy Hour Wine: 8%
- Non Alcoholic Beverage: 6%
- Happy Hour Draft: 4%
- Smoothie: 3%
- Draft: 1%

Top Sellers

- Non Alcoholic Beverage: $176.25
- Happy Hour Wine: $258.05
- Liquor: $578.25
- Wine: $640.75
- Bottled Beer: $1,166.25
GALLEY CAFÉ FOOD REPORT

% Food Sales

- Sand/Wrap/Panini/Salad: 38%
- Events: 29%
- Ice Cream: 6%
- Kids Meal: 6%
- Quesadilla: 5%
- Build a Burger: 5%
- Pizza: 3%
- Flatbread: 2%
- Appetizers: 2%
- French Fries/Tater Tots: 1%
- Breakfast: 1%
- Snacks: 2%
- French Fries/Tater Tots: 1%
- Breakfast: 1%
- Snacks: 2%
- Appetizers: 2%
- French Fries/Tater Tots: 1%
- Breakfast: 1%
- Snacks: 2%
- Appetizers: 2%
- French Fries/Tater Tots: 1%
- Breakfast: 1%
- Snacks: 2%
- Appetizers: 2%
- French Fries/Tater Tots: 1%
- Breakfast: 1%
- Snacks: 2%
- Appetizers: 2%
- French Fries/Tater Tots: 1%
- Breakfast: 1%
- Snacks: 2%
- Appetizers: 2%
- French Fries/Tater Tots: 1%
- Breakfast: 1%
- Snacks: 2%
- Appetizers: 2%
- French Fries/Tater Tots: 1%
- Breakfast: 1%
- Snacks: 2%
- Appetizers: 2%
- French Fries/Tater Tots: 1%
- Breakfast: 1%

Top Sellers

- Pizza: $112.94
- Build a Burger: $201.50
- Quesadilla: $240.18
- Kids Meal: $256.33
- Ice Cream: $256.88
- Events: $1,296.94
- Sand/Wrap/Panini/Salad: $1,697.68
# GALLEY CAFÉ FINANCIAL BREAKDOWN

**AUGUST 2019 (latest from Rizzetta)**

<table>
<thead>
<tr>
<th></th>
<th>Month Actual</th>
<th>Month Budget</th>
<th>Month Variance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>YTD Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food Sales</td>
<td>8,605</td>
<td>7,900</td>
<td>705</td>
<td>77,144</td>
<td>75,979</td>
<td>1,165</td>
<td></td>
</tr>
<tr>
<td>Beverage Sales (Alcohol)</td>
<td>5,237</td>
<td>4,800</td>
<td>437</td>
<td>57,503</td>
<td>55,018</td>
<td>2,485</td>
<td></td>
</tr>
<tr>
<td>Beverage Sales (Non-Alcoholic)</td>
<td>713</td>
<td>753</td>
<td>(40)</td>
<td>5,486</td>
<td>8,283</td>
<td>(2,797)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$140,133</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$113,845</td>
</tr>
</tbody>
</table>

<p>| <strong>Expenditures</strong>     |              |              |                |            |            |              |            |
| Food                 | 9,226        | 6,129        | (3,097)        | 74,747     | 67,417     | (7,330)      |            |
| Beverage (Alcohol)   | 3,343        | 2,933        | (410)          | 31,328     | 32,266     | 937          |            |
| Beverage (Non-Alcoholic) | 404         | 626          | 223            | 7,770      | 6,888      | 882          |            |</p>
<table>
<thead>
<tr>
<th>Programs &amp; Events</th>
<th>Registration #’s 2017</th>
<th>Registration #’s 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afterschool Program</td>
<td>111</td>
<td>103</td>
</tr>
<tr>
<td>Fitness Buddies</td>
<td>246</td>
<td>114</td>
</tr>
<tr>
<td>Music Lessons w/ Diane</td>
<td>31</td>
<td>22</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>16</td>
<td>23</td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>N/A</td>
<td>80+</td>
</tr>
<tr>
<td>Friday Night Poker</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>First Friday</td>
<td>55</td>
<td>60</td>
</tr>
<tr>
<td>Labor Day Social BBQ</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Puppy Pool Party</td>
<td>N/A</td>
<td>75</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Build-a-Burger</td>
<td>38</td>
<td>24</td>
</tr>
<tr>
<td>Parent’s Night Out</td>
<td>8</td>
<td>10</td>
</tr>
<tr>
<td>Fall Madness</td>
<td>N/A</td>
<td>45</td>
</tr>
<tr>
<td>Kid’s Fall Madness</td>
<td>N/A</td>
<td>15</td>
</tr>
</tbody>
</table>
## UPCOMING PROGRAMS & EVENTS

<table>
<thead>
<tr>
<th>UPCOMING PROGRAMS &amp; EVENTS</th>
<th>DATE(S)</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fitness Buddies</td>
<td>Monday-Friday</td>
<td>9am-12pm</td>
</tr>
<tr>
<td>Afterschool</td>
<td>Monday-Friday</td>
<td>2:30-6:30pm</td>
</tr>
<tr>
<td>Music Lessons</td>
<td>Every Tuesday &amp; Wednesday</td>
<td>Afternoons</td>
</tr>
<tr>
<td>MiraBay Co-Op</td>
<td>Every Tuesday</td>
<td>5pm</td>
</tr>
<tr>
<td>Victoria’s Dance</td>
<td>Every Wednesday</td>
<td>Evenings</td>
</tr>
<tr>
<td>Youth Yoga</td>
<td>Every Wednesday</td>
<td>2:45-3:30pm</td>
</tr>
<tr>
<td>Friday Night Poker</td>
<td>Every Friday</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Soccer Shots</td>
<td>Every Friday</td>
<td>5-7pm</td>
</tr>
<tr>
<td>First Friday</td>
<td>October 5&lt;sup&gt;th&lt;/sup&gt;</td>
<td>6-9pm</td>
</tr>
<tr>
<td>Harvest Fest</td>
<td>October 6&lt;sup&gt;th&lt;/sup&gt;</td>
<td>4:30-7:30pm</td>
</tr>
<tr>
<td>Birthday Happy Hour</td>
<td>October 12&lt;sup&gt;th&lt;/sup&gt;</td>
<td>5-9pm</td>
</tr>
<tr>
<td>Galley Dinner Special</td>
<td>October 13&lt;sup&gt;th&lt;/sup&gt;</td>
<td>5-7pm</td>
</tr>
<tr>
<td>Build-a-Burger</td>
<td>October 19&lt;sup&gt;th&lt;/sup&gt;</td>
<td>5-8pm</td>
</tr>
<tr>
<td>MiraBay Market</td>
<td>October 21&lt;sup&gt;st&lt;/sup&gt;</td>
<td>11am-3pm</td>
</tr>
<tr>
<td>Halloween Scavenger Hunt &amp; Movie on the Lawn</td>
<td>October 27&lt;sup&gt;th&lt;/sup&gt;</td>
<td>5-9pm</td>
</tr>
<tr>
<td>Kids Pumpkin Painting</td>
<td>October 31&lt;sup&gt;st&lt;/sup&gt;</td>
<td>11am</td>
</tr>
</tbody>
</table>
PROGRAM HIGHLIGHT:
Puppy Pool Party

While it was a sad day closing our resort pool for renovations, we went out with a bark by letting our furry family members enjoy it! Dogs big and small got to splash around with their families on a hot summer evening.

<table>
<thead>
<tr>
<th>Revenue</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenses</td>
<td>0</td>
</tr>
<tr>
<td>Resident/Dog Enjoyment</td>
<td>😊</td>
</tr>
</tbody>
</table>
Tab 33
Operational Points of Interest:

- Kick plate install in finishing stages – doors on clubhouse
- 5 2017 vessel violations pending. 2018 letters sent, inspection coordination underway.
- 48 docks placards need replaced, resident responsibility.
- Little response for posted ad on additional part time painter/pressure washer.
- Envera change orders being executed. In final stages, board discussion to be discussed by Tim
- Newland boat: still there
- Admiral’s Pointe wall issue: waiting on signature
- 5th False Alarm provided by HC Sherriff. Resulted in Fine.
- Boat lift painting needs to finish punch list and will be completed soon
- 16 navigational water way poles needing repair
- Still no FHP contact. Not receiving reports or invoices. Ongoing.
- TECO equipment repaired, damaged landscaping is also being replaced – caused by their truck
- Fountain down, waiting on signature
- Water spouts identified on the oak trees, need to be removed.
- Batteries for gates replaced and PM performed.
- LED tennis court lights onsite and ready for install.
- HVAC PM performed - vendor missed some items in July, vendor performed missing services in August without charge
- 0 boars (month 2)
- Test site cameras scheduled for relocation
- Repaired French Drain at Sea Crest

Voids: 8 in the month of July

Vessel Registrations:

- 187 - addresses registered and stickers given
- 56 - still pending
- 12 of the 56 pending - turned in payment and are missing some form of paperwork

Gates: 12 total gate strikes for the month. Of those, 0 have been collected.

Summary: golf cart no plate, an out of state plate, 6 were equipment malfunctions, one was a construction vehicle at Bay Breeze, one resident that has not yet paid, one was a HCSO for Emergency in community and one was a non-resident
**Operations and Maintenance Report**

**Clubhouse:**
- Fitness center – Men’s restroom completed.
- Install of security equipment completed
- Playground shades scheduled for install – pending install.
- Pavers scheduled and underway
- LED lights at the gates installed
- HVAC now connected from unit to CDD office instead of needing to access from the attic.
- Landscaping by Anchor Cove fence attended to
- Playgrounds need ADA mulch and won’t be included in the community mulch proposal
- Rewired and organized clubhouse systems

**Pool:**
- Furniture quote provided, available for order in October
- Pool closure scheduled for Sep. 5 – Jan. 8
- Logging of vendors for repair in place. Will communicate if worker is onsite less than 5 hours. If they arrive before office hours, staff will need to put them on for the arrival

**Basketball/Tennis Courts/Parks:**
- Locks on gates were switched to the outside preventing the ability to be kicked open, no more kicking in the gates. **Vandalism reports at 0% since the switch.**
- Basketball alarm installed which prevents gate to be propped open, **still no alert to distribution list**
- Hinges reinforced to prevent them from coming off when gate swings open.
- Trespassing stickers **allow anyone to call non-emergency law enforcement** for unwanted nonresidents removed.

**Maintenance Completed:**

<table>
<thead>
<tr>
<th>Task</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installed delineators roads for Integrity to clean and seal the pavers</td>
<td>Met with siesta key décor at the boat lift</td>
</tr>
<tr>
<td>went to floor &amp; décor, tiles for men’s fitness bathroom</td>
<td>Removed 9 raccoon &amp; 1 Cat &amp; 1 Rat and partridge in a pear tree. Get ready folks, its coming very soon.</td>
</tr>
<tr>
<td>Bay breeze gate hit by Carroway Truck</td>
<td>Fixed fill valve &amp; PVC Pipe, an cleaned the fountains</td>
</tr>
<tr>
<td>Started to install kick plates on the doors</td>
<td>Met with Envera at the Bay Breeze gate</td>
</tr>
<tr>
<td>Light bulbs were changed in the clubhouse</td>
<td>Cleaned the scanner at the gates</td>
</tr>
<tr>
<td>Met with Mark Wise Construction</td>
<td>Met with Integrity to move cones around MiraBay</td>
</tr>
<tr>
<td>Replaced up light at north gate</td>
<td>Prep wall in the lounge for covering</td>
</tr>
<tr>
<td>Replaced batteries on anchor cove gate</td>
<td>Met with Envera at boat lift</td>
</tr>
<tr>
<td>Installed wall covering in lounge</td>
<td>Repaired south exit gate</td>
</tr>
<tr>
<td>Work with Mark Wise guys to fix hole in the wall in the fitness bathroom</td>
<td>Pool pump making loud noise</td>
</tr>
<tr>
<td>Placed trim around wall covering</td>
<td>Cleaned A/C drain that was clogged</td>
</tr>
<tr>
<td>Repaired screen for outfitters</td>
<td>Boat lift was stuck and fixed</td>
</tr>
<tr>
<td>Void inspections</td>
<td>Worked on the boat lift</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>4 new batteries at bay estates swing gates</td>
<td>North gate down (resident)</td>
</tr>
<tr>
<td>Went back to Floor décor to return the extra tile</td>
<td>Exit batteries at AP changed</td>
</tr>
<tr>
<td>North residents gate hit</td>
<td>Pressure washed North &amp; south gates an the monuments</td>
</tr>
<tr>
<td>Cleaned swimming pool drains</td>
<td>Changed locks at boat ramp</td>
</tr>
<tr>
<td>Entrance batteries at AP changed</td>
<td>Power in gym went out</td>
</tr>
<tr>
<td>Met with pool works</td>
<td>Gas for Power washer &amp; ford truck</td>
</tr>
<tr>
<td>Yard master landscaping at seacrest</td>
<td>Toured yardmaster where dead trees are and landscaping to be fixed</td>
</tr>
<tr>
<td>Tried to stop water leak at slide</td>
<td>Switched outlet in men’s fitness shower</td>
</tr>
<tr>
<td></td>
<td>Replaced lights in café</td>
</tr>
<tr>
<td>North gate down due to HCSO Emergency</td>
<td>Repaired lost keys at boat lift</td>
</tr>
<tr>
<td>Switch outlets in the men’s fitness bathroom</td>
<td>Replaced light in café</td>
</tr>
<tr>
<td>Boat lift stopped work and reset it</td>
<td>Replaced door in the women’s pool bathroom</td>
</tr>
<tr>
<td>Filled pot hole at South Gate</td>
<td>Prepped for fence gate at Clubhouse pool</td>
</tr>
<tr>
<td>Cleared drain in women’s gym bathroom-left hand sink</td>
<td>Fence at Anchor Cove completed</td>
</tr>
<tr>
<td>Removed and reinstalled lane delineators around north gate and cross walk</td>
<td>Toured Shannon around the community</td>
</tr>
<tr>
<td>Replaced 2 old flags for new. U.S Flag &amp; State Flag</td>
<td>Inspected Anchor Cove Fence</td>
</tr>
<tr>
<td>Installed the new volleyball net</td>
<td>Disassemble 8 covers for Playground</td>
</tr>
<tr>
<td>Boat Lift exit lost power-reset</td>
<td>Bay Breeze exit gate open-reset</td>
</tr>
<tr>
<td>Reset timer on South Gate</td>
<td></td>
</tr>
</tbody>
</table>

Repair and replacing two dog stations
Club Director Report
September 2018

Operational Points of Interest:

- Clubhouse doors PAINTED! Kick plate install in finishing stages then this project is completed!
- 5 2017 vessel violations pending. 2018 inspection completed on 9/13/18. 60 residences are still missing registrations, of those 60; 11 are pending items, 3 have registered one vessel and not others, & 17 are new unregistered vessels. There are a total of 249 boats, 27 jet skis and 2 sail boats within the community. Pending $11,850 in fees.
- 48 docks placards need replaced – resident responsibility. Placards on hand. Need to be distributed to residents.
- Little response for posted ad on additional part time painter/pressure washer.
- No response to eblast for the community security open house
- Newland boat: removed
- Admiral’s Pointe wall issue: scheduling with fence company
- Clubhouse painting agreement being drafted
- 16 navigational water way poles needing repair
- Fountain down, vendor has motor on order from Italy
- Spouts identified on the oak trees, need to be removed.
- Batteries for gates need to be replaced. On order. Saved $8,500 vs. vendor pricing!
- LED tennis court lights in progress – lift being scheduled for install
- HVAC PM performed, proposals for replacement units 3, 6, 10 and 11.
- 0 boars (month 2) – trap removed
- Light pole hit by driver replaced
- Tiki Huts scheduled for mid Oct.
- Fitness center bathroom completed, recommendation for updating other bathrooms at pool next.
- Rocks to be installed at cul de’ sac in Neal homes area
- Vessel violations out Oct. 1
- Installed additional bike rack by bus stop for kids that before had to cross the street.
- Ordered new flags for MB blvd.

Voids: 6 in the month of September

Gates: 12 total gate strikes for the month. Of those, 6 have the ability to be collected. The others will not receive invoices
  - Two were contractor vehicles
  - One was an out of state dealer plate
- Two were Envera Errors
- Three were Resident Guests
- One was unable to obtain information on
- Three are pending more information from Envera

**Operations and Maintenance Report**

**Clubhouse:**
- Fitness center – Men’s bathroom finished ahead of schedule.
- Install of security equipment finished
- Playground shades scheduled for install Nov 1.
- Pavers phase 2 scheduled
- Landscaping by Anchor Cove fence attended to

**Pool:**
- Furniture ordered
- Acrylic work coordinated
- Pool schedule for opening ahead of schedule
- Logging of vendors for repair in place
- Sourced scope of services for pool music

**Basketball/Tennis Courts/Parks:**
- Locks on gates were switched to the outside preventing the ability to be kicked open
- Basketball alarm installed which prevents gate to be propped open. Ongoing issues with technical challenges
- Trespassing stickers **allow anyone to call non-emergency law enforcement** for unwanted nonresidents removed.
- Meeting vendor for restriping at either basketball or tennis court to accommodate more pickleball courts

**Maintenance Completed:**

<table>
<thead>
<tr>
<th>Task</th>
<th>Completed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris pressure washed around clubhouse</td>
<td>Chris diagnosed Ice Machine in Cafe</td>
</tr>
<tr>
<td>Kick Plate Install continued</td>
<td>Removed 98 raccoons in MiraBay Clubhouse or AP</td>
</tr>
<tr>
<td>Cleaned ID Scanner at all Gates</td>
<td>Closed Pool</td>
</tr>
<tr>
<td>Met with Airmasters regarding cafe</td>
<td>Met with Pool Master</td>
</tr>
<tr>
<td>Removed Pool Furniture</td>
<td>Move umbrellas to Admiral Point Pool</td>
</tr>
<tr>
<td>Met with American Mulch</td>
<td>Met with Awning Works</td>
</tr>
<tr>
<td>Met with tile workers for Men’s bathroom</td>
<td>Walk through men’s shower inspection</td>
</tr>
<tr>
<td>Airmasters for cage cooler-2nd time</td>
<td>Remove ladder from water at Boat Lift</td>
</tr>
<tr>
<td>Met with Mark Wise</td>
<td>Drained fountain</td>
</tr>
<tr>
<td>Adjusted Front door of Clubhouse</td>
<td>Fixed upstairs door lock</td>
</tr>
<tr>
<td>Vacuum fountain and paint fountain</td>
<td>Fixed clubhouse toilet</td>
</tr>
<tr>
<td>Met Airmasters at Admiral Point</td>
<td>Fixed fountain pump</td>
</tr>
<tr>
<td>Met with Mulch company</td>
<td>Airmasters at cafe-3rd time</td>
</tr>
<tr>
<td>Mulch inspection</td>
<td>Met with Envera at South Gate</td>
</tr>
<tr>
<td>Removed paint from clubhouse</td>
<td>Boat Lift inspection with Siesta Key</td>
</tr>
<tr>
<td>Unclogged toilet-café</td>
<td>Re-install Mirabay Flag on Mirabay Blvd.</td>
</tr>
<tr>
<td>Power blown at Admiral Point-reset</td>
<td>Clean up men’s bathroom in gym from power washer</td>
</tr>
<tr>
<td>Café Cooler 4th time</td>
<td>Change light in men’s sauna</td>
</tr>
<tr>
<td>Task</td>
<td>Notes</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------</td>
</tr>
<tr>
<td>North resident gate down</td>
<td>Unclogged toilet in Admiral Point men’s</td>
</tr>
<tr>
<td>Water in E/C box at Admiral Point</td>
<td>Cleared cones and tapes from paver sealing</td>
</tr>
<tr>
<td>Gate Strike-Resident South Gate</td>
<td>CDD Meeting signs up</td>
</tr>
<tr>
<td>Met with Envera at North Gate</td>
<td>Mulch Inspection</td>
</tr>
<tr>
<td>Met with painter for clubhouse</td>
<td>Voids-3</td>
</tr>
<tr>
<td>Removed Holiday Décor from Newland Building</td>
<td>Met with pool slide vendor</td>
</tr>
<tr>
<td>Fixed bird wire on dock</td>
<td>Remove CDD Signs</td>
</tr>
<tr>
<td>Mulch Inspection</td>
<td>Built bike rack</td>
</tr>
<tr>
<td>Measured holiday décor for clubhouse</td>
<td>Installed bike rack</td>
</tr>
<tr>
<td>Tennis Court gate spring rotted out</td>
<td>Returned shelves to breezeway</td>
</tr>
<tr>
<td>Installed new sign at North gate</td>
<td>Newland boat removed</td>
</tr>
<tr>
<td>Removed last of holiday items from Newland building</td>
<td>Reset timers on gates</td>
</tr>
<tr>
<td>Met with Tampa Pool Restoration for Acrylic quote</td>
<td>Café cooler – 5th time</td>
</tr>
<tr>
<td>Void</td>
<td>Kick Plates- Completed</td>
</tr>
<tr>
<td>Changed shower head at Admiral Point</td>
<td>Inspected voids</td>
</tr>
<tr>
<td>Cleaned scanners at all gates</td>
<td>Met with Airmasters</td>
</tr>
<tr>
<td>Voids-2</td>
<td>Looked into rope for Clubhouse entry</td>
</tr>
<tr>
<td>Changed timer at Clubhouse</td>
<td>Outlet cover in gym</td>
</tr>
<tr>
<td>Cleared dock at Outfitters</td>
<td>Scrapped old pool furniture</td>
</tr>
<tr>
<td>Met with Mulch company for playgrounds</td>
<td>Cleared all umbrellas from the pool</td>
</tr>
<tr>
<td>Put sign back up at bay breeze pool</td>
<td>Replace light switch at Dockers</td>
</tr>
<tr>
<td>Switch base on outside grill</td>
<td>Cleaned bottom of fountain</td>
</tr>
<tr>
<td>Received new street light</td>
<td>Met with Handyman for street light</td>
</tr>
<tr>
<td>Met with painter</td>
<td>Passed out fence letter for Admiral Point</td>
</tr>
<tr>
<td>Lock car sign up</td>
<td>Met with mulch company</td>
</tr>
<tr>
<td>Fixed all gutters around clubhouse</td>
<td>Cleaned all fountains</td>
</tr>
<tr>
<td>Fixed North gate exit</td>
<td>Checked A/C in cafe</td>
</tr>
<tr>
<td>Troubleshoot bridge lights</td>
<td></td>
</tr>
</tbody>
</table>

**Light pole replaced, Oak tree sprouts**

**Before**

![Before](image1.png)

**After**

![After](image2.png)
Tab 34
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR REVIEW
OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): [ ] Dock OR [✓] Boat Lift OR [ ] Other (Specify here: Jet ski lift), at the following location:

Installation of Deco Boat Lift

Application Must Include

A. Complete specifications for the dock, mechanical lift or applicable option.
B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
D. Recorded Dock Easement.

The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plan ("Dock Plan") and Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time). The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at joethke@rizzetta.com, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

a) I have reviewed the Dock Plan and the rules and policies of the CDD.
b) My lot may be permitted to have a dock only if: 1) the dock is shown on the Dock Plan, 2) the type of dock I propose is shown on the Dock Plan, and 3) the dock is approved in writing.

c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District’s sole discretion. The submission of this form to the District shall operate as the applicant’s absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD’s rules and policies, as may be amended from time to time.

[Signature]

Property Owner Signature: Nicholas Cassano

Property Owner Name: Nicholas Cassano

Date: 8/1/2018

Address: 711 Islebay

City/State/Zip: Apollo Beach, FL 33572

Phone Number: 813-734-5157

[Signature]

Contractor Signature: Brian Heckler

Contractor Name: Brian Heckler Construction Co.

Date: 8/1/2018

Address: PO Box 989

City/State/Zip: Ruskin, FL 33575

Phone Number: 813-236-9306

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

[CONTINUED ON NEXT PAGE]
The application is approved. The owner is cautioned to evaluate the existing conditions of the channel to verify the lift can be accessed when it is located on the interior of the dock structure. If maintenance of the existing seawall is required the owner agrees to remove and replace the interior jet ski lift at no cost to the CDD to accommodate maintenance or repairs.

RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: ____________________________

_________________________________________________________________

[ ] RECOMMEND DENIAL because ______________________________________

_________________________________________________________________

CDD BOARD APPROVAL:

[ ] APPROVED, contingent on: _______________________________________

_________________________________________________________________

NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).

[ ] DENIED because ________________________________________________

_________________________________________________________________
REQUEST FOR IMPROVEMENT
APPLICATION CHECK LIST

1) Brief description of work to be performed
   a) Lift
   b) Dock
   c) Dock Accessory
   d) Other

2) Full description of work to be preformed including equipment to be installed
   a) Size
   b) Manufacturer

3) All applications must include all items required; A, B, C, & D as listed on Application

4) No work may begin prior to express written approval of the District.

5) All applications must signed by both Homeowner and Contractor and must include
   a) Street address
   b) Telephone number

6) All contractors must provide names of all persons and/or subcontractors and provide complete and up to date insurance coverage including, as a minimum, General Liability, Automobile, USL&H and Longshoreman's maritime coverage for all workers and equipment either direct or subcontractors.

7) Drawings:
   a) All drawings must be complete.
   b) All measurements of pilings are to be shown center to center and dimensionally accurate.
   c) All drawings must show correct orientation.

8) All contracts requiring purchase of additional easement width must be completed prior to application being submitted. The CDD is NOT responsible for the Homeowner's failure to secure necessary real property rights.

9) Any application with incomplete information will be rejected.

10) Any work started with express written approval regardless of circumstances will be a violation of the CDD's rules and policies and any such unapproved structure will be subject to removable at owner's expense, together with any other rights and remedies available at law.
IMPROVEMENT APPLICATION PROCEDURE FOR BOAT LIFTS

All lots that are shown on the MiraBay Master Dock Plan (a copy of which is available for review from the District Manager) with a dock will be eligible for a dock, subject to any applicable regulatory restrictions. You may request an Improvement Application Form by contacting:

Harbor Bay CDD District Manager
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

The submittal to the District Manager is required to contain the following information:

a. Application must list business entity of contractor and be signed by contractor

b. Complete specifications for the mechanical lift

c. Spacing of the outer lift piling showing the required wrapping of the piling

d. Water and power layout

e. Provide a contractor’s name and attach a copy of current license and Insurance Certificate. The Insurance Certificate must name the contractor as the Insured and must include Worker’s Compensation which includes USL & H Marine coverage covering labor to be utilized. The Insurance Certificate needs to name as "Certificate Holder" the Harbor Bay Community Development District, and its Supervisors, staff, officers, and employees, and the certificate holder must be a named "additional insured" with respect to general liability insurance. The name of contractor on application must match insured.

f. A list of laborers to be utilized must be submitted along with a statement from contractor saying "I hereby certify as owner that any and all labor utilized for work at _________ (dock owner’s address) will be employees of _________ (the entity covered by the Insurance Certificate)" and contractor must sign the statement.

Submit your form to the Rizzetta & Company, Inc. address listed above and the District will review each application and return a determination to the applicant. The homeowner will not be required to request approval of any add on features provided they are from the approved list of options.

*THESE GUIDELINES AND REGULATIONS MAY BE AMENDED WITHOUT PRIOR NOTICE*
MECHANICAL BOAT LIFT

The Mechanical Boat Lift System shall meet the following criteria and is subject to CDD approval:

- Direct Gear Driven
- Maintenance Free Seal Gear Box
- 5/8” Stainless Steel Cables And Hardware
- Weather Proof Motors
- All Welded Construction
- Grooved Aluminum Winders
- Fully Covered Bunks
- 6061 – T6 Marine Grade Aluminum
- All White Motor Covers
- Black Carpeted Bunk Boards
- Wedge Lock Cable Securing System
- Polyethylene Cable Keepers

Note: All pilings must be vinyl wrapped.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625
ATTN: District Manager

CANAL WALL CONNECTION APPLICATION
The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s)  Nicholas Cassano
Lot Street Address  711 Taya Dr.
City, State and Zip Code  Apollo Beach, FL 33572
Phone Number  813-734-5157
Lot Tax Folio Number  054/91-1376

For Lifts being installed, please identify:
Contractor Name and License Number  Hecker Construction Company, Inc.
Contractor Phone Number  813-294-1370

(Attach Certificate of Insurance from Contractor)
Expected Start Date: 9/1/2018  Expected Completion Date: 9/30/2018

This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).

Owner Signature:  Nicholas Cassano  Date: 8/1/2018
Co-Owner Signature:  Date:

For Office Use Only
APPROVED  DISAPPROVED
Explanation for Disapproval (if applicable):

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)
LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this ___ day of August, 2019, by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes; and

Nicholas Cassano and 714 Isewood Blvd A, B, Fl (together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 2, Block 35, as per the plat ("Plat") identified as MiraBay Phase I and recorded in Plat Book G, Pages 54 et seq., of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community's master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. Recitals. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. License for Installation & Maintenance of Lift; Limitation. Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of
installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

   a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.
   
   b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.
   
   c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD’s rights in the Easements, and does not damage any property of CDD or any third party’s property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD’s option, shall either direct Owner to repair the damage at Owner’s expense, or shall conduct such repairs at Owner’s expense.
   
   d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and set back requirements.
   
   e. Owner shall keep CDD’s Easements free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner’s exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.
   
   f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. (“Association”) and any other necessary legal interests and approvals.
   
   g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD’s existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD’s use. Owner will exercise the privilege granted herein at Owner’s own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner’s expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. **Attorney’s Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees, paralegal fees, expert witness fees, and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

Witnesses:
By: Scott Kane
Print Name

By: Brian Hacker
Print Name

Owner
By: [Signature]

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of August, 2019, by Nicholas Cassano. He/she [ ] is personally known to me or [ ] produced as identification.

Laura Fortner
Commissioner GG 203934
Expires May 19, 2022
Notary Public

Laura Fortner
(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:            
By:  
Scott Kane  
Print Name  
By:  
Brian Hecker  
Print Name  

Owner:            
By:  
Nicholas Cassano  

STATE OF FLORIDA  
COUNTY OF Hillsborough  

The foregoing instrument was acknowledged before me this 1st day of August, 2018, by Nicholas Cassano. He/she [ ] is personally known to me or [ ] produced as identification.  

LAURA FORTNER  
Commission # GG 203934  
Expires May 19, 2022  
Bonded Thru Troy Pian Insurance 800-385-7019  
NOTARY PUBLIC  
Laura Fortner  
(Print, Type or Stamp Commissioned Name of Notary Public)  

[Signatures continue on following page]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:  

By: ____________________________________________  

__________________________________________________  
Print Name  

By: ____________________________________________  

__________________________________________________  
Print Name  

Harbor Bay  
Community Development District  

By: ____________________________________________  

__________________________________________________  
Its: ____________________________________________

STATE OF FLORIDA  
COUNTY OF ______________________  

The foregoing instrument was acknowledged before me this _____ day of ____________, 20__, by  
_________________________________, as ________________________ of the Harbor Bay Community Development District, on  
behalf of said District. He/she [ ] is personally known to me or [ ] produced ________________________ as  
identification.  

__________________________________________________  
NOTARY PUBLIC  

(Print, Type or Stamp Commissioned Name of Notary Public)  

[End of signature pages]
DOCK EASEMENT, COVENANTS AND RESTRICTIONS  
FOR  
LOT 2, BLOCK 35 OF MIRABAY PHASE 3B-2  
PER PLAT BOOK 98, PAGE 54,  
HILLSBOROUGH COUNTY, FLORIDA  

THIS DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the “Dock Easement Document”) is made, executed, granted, imposed and declared this 1st day of December, 2005, by TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership (“Terrabrook”) to and in favor of the Owner (as that term is defined below) of the Lot described above.  

BACKGROUND  

The term “Benefitted Lot” shall mean and refer to the lot described above in the title of this Dock Easement Document. The term “Owner” shall mean and refer to the fee simple record owner of a lot. The term “Declarant” shall refer to Terrabrook and any “Successor Declarant” as that term is defined in the Amended and Restated Declaration of Covenants, Restrictions and Easements for MiraBay (the “Declaration”) recorded at O.R. Book 12837, Page 1725, of the Public Records of Hillsborough County, Florida. The term “Dock Structure” shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials constructed or to be constructed by Declarant in the Tract (hereafter defined). Unless otherwise expressly provided herein capitalized terms used herein shall have the same meaning as those capitalized terms set forth in the Declaration.  

Terrabrook is the fee simple record owner of the following described tract (the “Tract”):  

TRACT C-3, MIRABAY PHASE 3B-2, according to the plat (the “Plat”) thereof as recorded in Plat Book 98, Page 54 of the public records of Hillsborough County, Florida.  

The Tract contains a canal or lagoon (the canal or lagoon being referred to as a “Waterbody”) which is at the rear of the Benefitted Lot. Declarant wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure which Declarant will build in the Waterbody for the Owner.
ARTICLE I
EASEMENT FOR DOCK STRUCTURE

For $10.00 and other valuable considerations, the receipt of which are hereby acknowledged, Declarant does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace the Dock Structure serving the Benefitted Lot at the location in the Tract where the Dock Structure is originally installed by Declarant. The easement granted by this Article is on and over that portion (the "Dock Structure Area") of the Tract lying immediately under said Dock Structure originally installed by Declarant and includes the right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the original pilings supporting the Dock Structure are installed by the Declarant. In the case of lagoon lots, the Dock Structure may include two Inner Lift Pilings installed by the Owner, and the easement granted hereby shall include the right to own, maintain, repair and replace the Inner Lift Pilings at the location where they were originally installed by the Owner. Once the Dock Structure has been constructed by Declarant, Declarant shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Structure Area") describing (by metes and bounds description or by means of a sketch) the Dock Structure Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Structure Area covered by this Dock Easement. No party other than Declarant shall be required to join in the Notice of Dock Structure Area in order to make it effective and binding on the Owner (and all future owners) of the Benefitted Lot. The easement granted by this Article I shall be confined to the Dock Structure Area. The Dock Easement granted in this Article I shall be appurtenant to and run with the title to the Benefitted Lot and shall inure to the benefit of all future Owners of the Benefitted Lot. The Dock Easement granted in this Article I may be amended by a document executed by the fee simple owner of the Tract and by the Owner of the Benefitted Lot.

ARTICLE II
EASEMENT FOR OUTER LIFT PILINGS

In addition to the easement for the Dock Structure which is granted in Article I, the Owner of the Benefitted Lot shall have and is hereby granted a perpetual non-exclusive easement to install, maintain, repair and replace 4 pilings (the "Outer Lift Pilings") on the bottom of the Tract outside the Dock Structure Area. The Outer Lift Pilings are pilings which are not physically attached to the Dock Structure and which are designed as the outer supports of a boat lift. The responsibility for installing the Outer Lift Pilings shall be that of the Owner of the Benefitted Lot, and the Declarant shall have no responsibility for such installation. The Outer Lift Pilings must be located within 12 feet of the two inner pilings (the "Inner Lift Pilings") (The Inner Lift Pilings will be physically attached to the Dock Structure). The exact location of the Outer Lift Pilings must be approved by the ECC before they are installed. The easement for Outer Lift Pilings granted in this Article II shall be appurtenant to and run with the title to the Benefitted Lot and shall inure to the benefit of all future Owners of the Benefitted Lot. The easement for Outer Lift Pilings granted in this Article II may be amended by a document executed by the fee simple owner of the Tract and by the Owner of the Benefitted Lot.
ARTICLE III
EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structures may inadvertently be constructed by Declarant so that they encroach slightly into the Dock Structure Area serving an adjoining Lot. If such an encroachment exists as the result of the Declarant's original construction of a Dock Structure, any such encroaching Dock Structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists, and, in the event the encroaching Dock Structure must be replaced in the future, the replacement Dock Structure shall have an easement for an encroachment of the same degree and size as the original encroaching Dock Structure. The easement for the inadvertent encroachments of Dock Structures granted in this Article III shall be appurtenant to and run with the ownership of the encroaching Dock Structure. The easement for encroachments of Dock Structures granted in this Article III may be amended by an document executed by the owner of the encroaching Dock Structure and the owner of the Dock Structure onto which it encroaches.

ARTICLE IV
OWNERSHIP OF WATERBODY

The fee simple title to the Tract shall remain vested in Declarant, until Declarant conveys such title to the Community Development District or such other party as the Declarant may determine, subject however to this Dock Easement Document.

ARTICLE V
COVENANTS AND RESTRICTIONS

1. Each Owner of a Benefitted Lot served by a Dock Structure shall be obligated to indemnify and hold harmless Declarant, and its officers, directors, partners, employees and agents (all of the foregoing collectively the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the use of the Dock Structure by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, but not be limited to: (a) claims arising out of accidents occurring on the Dock Structure or as a result of a person falling or jumping from the Dock Structure; (b) claims arising out of the utilization of the Dock Structure to tie up or hoist a Watercraft; (c) claims arising out of Watercraft running into the Dock Structure. The Owner's obligation to indemnify the Indemnified Parties shall include claims, losses or liabilities caused in whole or in part by the negligence of the Indemnified Parties.

2. The covenants and restrictions imposed in this Article V shall exist for a term of 30 years from the recording of this Dock Easement Document and shall automatically renew for additional successive 10-year terms unless during any 10-year renewal period these covenants and restrictions are terminated by a document executed by the Declarant and the Owner of the Benefitted Lot. The covenants and restrictions contained in this Article V may be amended by a document executed by the Declarant and the Owner of the Benefitted Lot.
ARTICLE VI
MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of that article or paragraph, nor shall they be deemed to limit the scope of that article of paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Document, the prevailing party shall be entitled to recover its attorneys fees and costs incurred in connection with such proceeding.

IN WITNESS WHEREOF, the Declarant has executed this Dock Easement Document.

Signed, sealed and delivered
in the presence of:

TERRABROOK APOLLO BEACH, L.P., a
Delaware limited partnership

By: TERRABROOK APOLLO BEACH GP,
L.L.C., a Delaware limited liability
company
General Partner

By: ____________________________
Name: W. Don Whyte
Title: Vice President
205 Manas Harbor Drive
Apollo Beach, Florida 33572

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared W. Don Whyte, the person described as Vice President of TERRABROOK APOLLO BEACH GP, L.L.C., a Delaware limited liability company, in the foregoing instrument, and he/she acknowledged before me that he/she executed it in the name of and for that limited liability company as the General Partner of TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership, and that he/she was duly authorized by that limited liability company and that partnership to do so. He/she is personally known to me and did not take an oath.

WITNESS my hand and official seal in the county and state named above this 29 day of December, 2005

Notary Public
Print Name: Dorothy A. Chapman

DOROTHY A. CHAPMAN
Notary Public - State of Florida
My Commission Expires Oct 12, 2007
Commission # DD222490
Bonded by National Notary Assn.
Proposed Boat/PWC Lifts
Cassano Res.
#711 Islebay Dr.

- Canal
- Proposed 15k DECO boat lift
- Existing Dock 30' Long
- Existing Seawall
- Proposed 15k DECO stationary p.w.c. lift
- All pilings to be 10' dia. pvc wrapped (black)
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
The Hill Group of Florida, LLC - Tampa
3438 Colwell Ave
Tampa FL 33614-1615

**INSURED**
Hecker Construction Company, Inc.
P. O. Box 989
Ruskin FL 33575

**CONTACT NAME**
CJ Stevens

**PHONE**
LGAC No.: Exp: 813-636-4000
LAC No.: 813-281-1086

**EMAIL**
cjstevens@hilligroup.com

**INSURER(S) AFFECTING COVERAGE**

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<tbody>
<tr>
<td>19720</td>
<td>American Alternative Insurance Corporation</td>
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<tr>
<td>32700</td>
<td>Owners Insurance Co.</td>
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<td>31895</td>
<td>American Interstate Insurance Company</td>
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<td>38318</td>
<td>Starr Indemnity &amp; Liability</td>
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**COVERAGES**

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**RISK**

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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) $1,000,000</td>
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<td>BUILDERS RISK</td>
<td>MED EXP (Any one person) $10,000</td>
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<td>GENERAL AGGREGATE $3,000,000</td>
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<td>PRODUCTS - COMPLIANT AGG $1,000,000</td>
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<td>PROPERTY DAMAGE (Per accident) $1,000,000</td>
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<td>EXCESS LIABILITY</td>
<td>AGGREGATE $6,000,000</td>
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<td>WORKERS COMPENSATION &amp; EMPLOYER'S LIABILITY</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>E.L. DISEASE - E.A EMPLOYEE $1,000,000</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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**DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101)**

TERRABROOK APOLLO BEACH, LLC, HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, LANDSDRAWNG ENGINEERING & ENVIRONMENTAL SERVICES, INC., NEWLAND REAL ESTATE GROUP, LLC, NASH FINANCING, LLC, NASH VINGT-HUIT, LLC AND THEIR RESPECTIVE MEMBERS, PARENTS, PARTNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SUPERVISORS, STAFF, LAWYERS, MANAGERS, ENGINEERS, CONSULTANTS, SEE ATTACHED...

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
3434 COLWELL AVENUE STE 200
TAMPA FL 33614
USA

© 1988-2015 ACORD CORPORATION. All rights reserved.
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
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</thead>
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<tr>
<td>The Hill Group of Florida, LLC - Tampa</td>
<td>Hecker Construction Company, Inc.</td>
</tr>
<tr>
<td></td>
<td>P. O. Box 989</td>
</tr>
<tr>
<td></td>
<td>Ruskin FL 33575</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25  **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

AGENT'S SUBCONTRACTORS AND EMPLOYEES ARE NAMED ADDITIONAL INSUREDS UNDER THE GENERAL LIABILITY POLICY (ENDORSEMENT TO FOLLOW) AND THE AUTOMOBILE POLICIES.

UMBRELLA FOLLOWS FORM.

CONTRACTUAL LIABILITY COVERAGE APPLIES WITH SEVERABILITY OF INTEREST SEE POLICY FORM.

A WAIVER OF SUBROGATION ALSO APPLIES UNDER THE GENERAL LIABILITY, AUTOMOBILE, AND WORKER'S COMPENSATION POLICIES. UMBRELLA FOLLOWS FORM.

Certificate Holder Note:

PLEASE NOTE THE GENERAL LIABILITY COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY DOES NOT EXCLUDE COVERAGE FOR EXPLOSION, COLLAPSE OR UNDERGROUND CONSTRUCTION. BODILY INJURY AND PROPERTY DAMAGE IS INCLUDED IN THE GENERAL AGGREGATE OF $2,000,000 COPY OF INSURING CONDITIONS TO FOLLOW.

PLEASE NOTE THE COMBINED SINGLE LIMIT SIMPLY STATES A SINGLE DOLLAR LIMIT THAT APPLIES TO A COMBINATION OF BODILY INJURY AND PROPERTY DAMAGE LIABILITY CLAIMS (SEE ATTACHED SECTION OF AUTO POLICY). CONTRACTUAL LIABILITY COVERAGE IS INCLUDED IN THE GENERAL AGGREGATE OF $2,000,000.
This becomes a tax receiht when validated.

DOUG Belden, TAX COLLECTOR
Paid 16-630-011897
07/13/2011 8:00
000

2017 - 2018

BUSINESS TAX RECEIPT

EXPENSES: $0.00
0.00 Law Library Fee
0.00 Hazardous Waste Storge
1 Employees
0.00 Receipt Fee
5 Employees

RENEWAL
29506
ACCOUNT ON

ACCOUNT NO.

EXPIRES: SEPTEMBER 30, 2018

SEC# L60928002018

Display AS Required BY LAW

HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

ISSUED: 09/28/2016

EXPIRATION DATE: AUG 31, 2018

The General Contractor

License Number

CONSTRUCTION INDUSTRY LICENSING BOARD
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
STATE OF FLORIDA

RICK SCOTT, GOVERNOR
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR REVIEW
OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): [ ] Dock OR [X] Boat Lift OR [ ] Other (Specify here: ________________), at the following location:

443 Islebay Drive
Apollo Beach, FL 33782

Application Must Include

A. Complete specifications for the dock, mechanical lift or applicable option.
B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
C. Provide the contractor's name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
D. Recorded Dock Easement.

The CDD's review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plan ("Dock Plan") and Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time). The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at jroethke@rizzetta.com, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

a) I have reviewed the Dock Plan and the rules and policies of the CDD.
b) My lot may be permitted to have a dock only if: 1) the dock is shown on the Dock Plan, 2) the type of dock I propose is shown on the Dock Plan, and 3) the dock is approved in writing.

c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District’s sole discretion. The submission of this form to the District shall operate as the applicant’s absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD’s rules and policies, as may be amended from time to time.

Property Owner Signature:  
Property Owner Name:  
Address: 443 Islebay Dr  
City / State / Zip: Apollo Beach, FL 33572  
Phone Number: (813) 434-4170  
Date: 5/19/2018

Contractor Signature:  
Contractor Name:  
Address: PO Box 989  
City / State / Zip: Ruskin, FL 33575  
Phone Number: 813-236-9306  
Date: 5/18/2018

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

[CONTINUED ON NEXT PAGE]
The application is approved. The owner is cautioned to evaluate the existing conditions of the channel to verify the lift can be accessed when it is located on the interior of the dock structure. If maintenance of the existing seawall is required the owner agrees to remove and replace the interior jet ski lift at no cost to the CDD to accommodate maintenance or repairs.

RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: See Above

[ ] RECOMMEND DENIAL because

CDD BOARD APPROVAL:

[ ] APPROVED, contingent on:

NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).

[ ] DENIED because
REQUEST FOR IMPROVEMENT
APPLICATION CHECK LIST

1) Brief description of work to be performed
   a) Lift
   b) Dock
   c) Dock Accessory
   d) Other

2) Full description of work to be performed including equipment to be installed
   a) Size
   b) Manufacturer

3) All applications must include all items required; A, B, C, & D as listed on Application

4) No work may begin prior to express written approval of the District.

5) All applications must signed by both Homeowner and Contractor and must include
   a) Street address
   b) Telephone number

6) All contractors must provide names of all persons and/or subcontractors and provide complete and
   up to date insurance coverage including, as a minimum, General Liability, Automobile, USL&H and
   Longshoreman's maritime coverage for all workers and equipment either direct or subcontractors.

7) Drawings:
   a) All drawings must be complete.
   b) All measurements of pilings are to be shown center to center and dimensionally accurate.
   c) All drawings must show correct orientation.

8) All contracts requiring purchase of additional easement width must be completed prior to application
   being submitted. The CDD is NOT responsible for the Homeowner’s failure to secure necessary
   real property rights.

9) Any application with incomplete information will be rejected.

10) Any work started with express written approval regardless of circumstances will be a violation of the
    CDD’s rules and policies and any such unapproved structure will be subject to removable at owner’s
    expense, together with any other rights and remedies available at law.
IMPROVEMENT APPLICATION PROCEDURE FOR BOAT LIFTS

All lots that are shown on the MiraBay Master Dock Plan (a copy of which is available for review from the District Manager) with a dock will be eligible for a dock, subject to any applicable regulatory restrictions. You may request an Improvement Application Form by contacting:

Harbor Bay CDD District Manager  
c/o Rizzetta & Company, Inc.  
12750 Citrus Park Lane, Suite 115  
Tampa, Florida 33625

The submittal to the District Manager is required to contain the following information:

a. Application must list business entity of contractor and be signed by contractor

b. Complete specifications for the mechanical lift

c. Spacing of the outer lift piling showing the required wrapping of the piling

d. Water and power layout

e. Provide a contractor’s name and attach a copy of current license and Insurance Certificate. The Insurance Certificate must name the contractor as the Insured and must include Worker’s Compensation which includes USL & H Marine coverage covering labor to be utilized. The Insurance Certificate needs to name as “Certificate Holder” the Harbor Bay Community Development District, and its Supervisors, staff, officers, and employees, and the certificate holder must be a named “additional insured” with respect to general liability insurance. The name of contractor on application must match insured.

f. A list of laborers to be utilized must be submitted along with a statement from contractor saying “I hereby certify as owner that any and all labor utilized for work at _______ (dock owner’s address) will be employees of ___ (the entity covered by the Insurance Certificate) ___” and contractor must sign the statement.

Submit your form to the Rizzetta & Company, Inc. address listed above and the District will review each application and return a determination to the applicant. The homeowner will not be required to request approval of any add on features provided they are from the approved list of options.

*THESE GUIDELINES AND REGULATIONS MAY BE AMENDED WITHOUT PRIOR NOTICE*
MECHANICAL BOAT LIFT

The Mechanical Boat Lift System shall meet the following criteria and is subject to CDD approval:

- Direct Gear Driven
- Maintenance Free Seal Gear Box
- 5/8” Stainless Steel Cables And Hardware
- Weather Proof Motors
- All Welded Construction
- Grooved Aluminum Winders
- Fully Covered Bunks
- 6061 – T6 Marine Grade Aluminum
- All White Motor Covers
- Black Carpeted Bunk Boards
- Wedge Lock Cable Securing System
- Polyethylene Cable Keepers

Note: All pilings must be vinyl wrapped.
HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625
ATTN: District Manager

CANAL WALL CONNECTION APPLICATION

The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s) ____________________________
Lot Street Address ________________
City, State and Zip Code ________________
Phone Number ____________________________
Lot Tax Folio Number 054208-0314

For Lifts being installed, please identify:
Contractor Name and License Number ________________
Contractor Phone Number 813-236-9306
(Attach Certificate of Insurance from Contractor)
Expected Start Date: 6/25
Expected Completion Date: 7/25

This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).

Owner Signature ____________________________ Date: 5/19/2018
Co-Owner Signature: ____________________________ Date: 5/19/2018

For Office Use Only
APPROVED ____ DISAPPROVED ____
Explanation for Disapproval (if applicable):

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)
LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this _____ day of __________, 20____, by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes; and

Jesus Almora and Mira Bay Phase 1B-1/2 A - 1/8 D-1
(together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 5, Block 21, as per the plat ("Plat") identified as ______________, and recorded in Plat Book 94, Pages 44 et seq., of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community's master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. Recitals. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. License for Installation & Maintenance of Lift; Limitation. Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of
installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

   a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.

   b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.

   c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD’s rights in the Easements, and does not damage any property of CDD or any third party’s property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD’s option, shall either direct Owner to repair the damage at Owner’s expense, or shall conduct such repairs at Owner’s expense.

   d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and setback requirements.

   e. Owner shall keep CDD’s Easements free from any materialmen’s or mechanic’s liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner’s exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

   f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("Association") and any other necessary legal interests and approvals.

   g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD’s existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD’s use. Owner will exercise the privilege granted herein at Owner’s own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner’s expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. **Attorney’s Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees, paralegal fees, expert witness fees, and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

Witnesses:
By: ____________________________
    J.R. March

Owner
By: ____________________________

Print Name
By: ____________________________
    Scott Kane

Print Name

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 19 day of May, 2018, by Jesus Almora. He/she [ ] is personally known to me or [ ] produced as identification.

Laura F.┤
F M

LAURA FORTNER
Commission # GG 203934
Expires May 19, 2022
Simpatico Ins. C. Ins. 000-986-7049 (Print, Sign, Seal, Staple)

[Signatures continue on following page]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:

By: ____________________________
   
Print Name: ____________________________
   
Scott Kane

Owner

By: ____________________________
   
Print Name: ____________________________
   
______________________________

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 19 day of May, 2018 by Jesus Almora. He/she [ ] is personally known to me or [ ] produced as identification.

Laura Fortner

NOTARY PUBLIC

[Signatures continue on following page]
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses:  

By: ______________________________  
Print Name

HARBOR BAY  
COMMUNITY DEVELOPMENT DISTRICT

By: ______________________________  
Its: ______________________________

By: ______________________________  
Print Name

STATE OF FLORIDA  
COUNTY OF _______________  

The foregoing instrument was acknowledged before me this _____ day of _________, 20___, by  
__________________________, as ____________________________ of the Harbor Bay Community Development District, on  
behalf of said District. He/she [ ] is personally known to me or [ ] produced ____________________________ as  
identification.

______________________________  
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]
DOCK EASEMENT, COVENANTS AND RESTRICTIONS
FOR
LOT 15, BLOCK 24 OF MIRABAY PHASE 1B-1/2A-1/3B-1
PER PLAT BOOK 94, PAGE 41-5,
HILLSBOROUGH COUNTY, FLORIDA

THIS DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Document") is made, executed, granted, imposed and declared this 6th day of August, 2004, by TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership ("Terrabrook") to and in favor of the Owner (as that term is defined below) of the Lot described above.

BACKGROUND

The term “Benefitted Lot” shall mean and refer to the lot described above in the title of this Dock Easement Document. The term "Owner" shall mean and refer to the fee simple record owner of a lot. The term "Declarant" shall refer to Terrabrook and any "Successor Declarant" as that term is defined in the Amended and Restated Declaration of Covenants, Restrictions and Easements for MiraBay (the "Declaration") recorded at O.R. Book 12837, Page 1725, of the Public Records of Hillsborough County, Florida. The term "Dock Structure" shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials constructed or to be constructed by Declarant in the Tract (hereafter defined). Unless otherwise expressly provided herein capitalized terms used herein shall have the same meaning as those capitalized terms set forth in the Declaration.

Terrabrook is the fee simple record owner of the following described tract (the "Tract"):

TRACT C-1, MIRABAY PHASE 1B-1/2A-1/3B-1, according to the plat (the "Plat") thereof as recorded in Plat Book 94, Page 41-5 of the public records of Hillsborough County, Florida.

The Tract contains a canal or lagoon (the canal or lagoon being referred to as a "Waterbody") which is at the rear of the Benefitted Lot. Declarant wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure which Declarant will build in the Waterbody for the Owner.
ARTICLE I

EASEMENT FOR DOCK STRUCTURE

For $10.00 and other valuable considerations, the receipt of which are hereby acknowledged, Declarant does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace the Dock Structure serving the Benefitted Lot at the location in the Tract where the Dock Structure is originally installed by Declarant. The easement granted by this Article is on and over that portion (the "Dock Structure Area") of the Tract lying immediately under said Dock Structure originally installed by Declarant and includes the right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the original pilings supporting the Dock Structure are installed by the Declarant. In the case of lagoon lots, the Dock Structure may include two Inner Lift Pilings installed by the Owner, and the easement granted hereby shall include the right to own, maintain, repair and replace the Inner Lift Pilings at the location where they were originally installed by the Owner. Once the Dock Structure has been constructed by Declarant, Declarant shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Structure Area") describing (by metes and bounds description or by means of a sketch) the Dock Structure Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Structure Area covered by this Dock Easement. No party other than Declarant shall be required to join in the Notice of Dock Structure Area in order to make it effective and binding on the Owner (and all future owners) of the Benefitted Lot. The easement granted by this Article I shall be confined to the Dock Structure Area. The Dock Easement granted in this Article I shall be appurtenant to and run with the title to the Benefitted Lot and shall inure to the benefit of all future Owners of the Benefitted Lot. The Dock Easement granted in this Article I may be amended by a document executed by the fee simple owner of the Tract and by the Owner of the Benefitted Lot.

ARTICLE II

EASEMENT FOR OUTER LIFT PILINGS

In addition to the easement for the Dock Structure which is granted in Article I, the Owner of the Benefitted Lot shall have and is hereby granted a perpetual non-exclusive easement to install, maintain, repair and replace 2 pilings (the "Outer Lift Pilings") on the bottom of the Tract outside the Dock Structure Area. The Outer Lift Pilings are pilings which are not physically attached to the Dock Structure and which are designed as the outer supports of a boat lift. The responsibility for installing the Outer Lift Pilings shall be that of the Owner of the Benefitted Lot, and the Declarant shall have no responsibility for such installation. The Outer Lift Pilings must be located within 12 feet of the two inner lift pilings (the "Inner Lift Pilings") (The Inner Lift Pilings will be physically attached to the Dock Structure). The exact location of the Outer Lift Pilings must be approved by the ECC before they are installed. The easement for Outer Lift Pilings granted in this Article II shall be appurtenant to and run with the title to the Benefitted Lot and shall inure to the benefit of all future Owners of the Benefitted Lot. The easement for Outer Lift Pilings granted in this Article II may be amended by a document executed by the fee simple owner of the Tract and by the Owner of the Benefitted Lot.
ARTICLE III

EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structures may inadvertently be constructed by Declarant so that they encroach slightly into the Dock Structure Area serving an adjoining Lot. If such an encroachment exists as the result of the Declarant's original construction of a Dock Structure, any such encroaching Dock Structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists, and, in the event the encroaching Dock Structure must be replaced in the future, the replacement Dock Structure shall have an easement for an encroachment of the same degree and size as the original encroaching Dock Structure. The easement for the inadvertent encroachments of Dock Structures granted in this Article III shall be appurtenant to and run with the ownership of the encroaching Dock Structure. The easement for encroachments of Dock Structures granted in this Article III may be amended by an document executed by the owner of the encroaching Dock Structure and the owner of the Dock Structure onto which it encroaches.

ARTICLE IV

OWNERSHIP OF WATERBODY

The fee simple title to the Tract shall remain vested in Declarant, until Declarant conveys such title to the Community Development District or such other party as the Declarant may determine, subject however to this Dock Easement Document.

ARTICLE V

COVENANTS AND RESTRICTIONS

1. Each Owner of a Benefitted Lot served by a Dock Structure shall be obligated to indemnify and hold harmless Declarant, and its officers, directors, partners, employees and agents (all of the foregoing collectively the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the use of the Dock Structure by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, but not be limited to: (a) claims arising out of accidents occurring on the Dock Structure or as a result of a person falling or jumping from the Dock Structure; (b) claims arising out of the utilization of the Dock Structure to tie up or hoist a Watercraft; (c) claims arising out of Watercraft running into the Dock Structure. The Owner's obligation to indemnify the Indemnified Parties shall include claims, losses or liabilities caused in whole or in part by the negligence of the Indemnified Parties.

2. The covenants and restrictions imposed in this Article V shall exist for a term of 30 years from the recording of this Dock Easement Document and shall automatically renew for additional successive 10-year terms unless during any 10-year renewal period these covenants and restrictions are terminated by a document executed by the Declarant and the Owner of the Benefitted Lot. The covenants and restrictions contained in this Article V may be amended by a document executed by the Declarant and the Owner of the Benefitted Lot.
ARTICLE VI

MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of that article or paragraph, nor shall they be deemed to limit the scope of that article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Document, the prevailing party shall be entitled to recover its attorneys fees and costs incurred in connection with such proceeding.

IN WITNESS WHEREOF, the Declarant has executed this Dock Easement Document.

Signed, sealed and delivered in the presence of:

TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership

By: TERRABROOK APOLLO BEACH GP, L.L.C., a Delaware limited liability company
General Partner

By: Christopher M. Coughlin
Assistant Vice President
205 Manns Harbor Drive
Apollo Beach, Florida 33572

Print Name: Lisa Wrenn
Print Name: Sharon Maddix

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared the person described as Assistant Vice President of TERRABROOK APOLLO BEACH GP, L.L.C., a Delaware limited liability company, in the foregoing instrument, and he/she acknowledged before me that he/she executed it in the name of and for that limited liability company as the General Partner of TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership, and that he/she was duly authorized by that limited liability company and that partnership to do so. He/she is personally known to me and did not take an oath.

WITNESS my hand and official seal in the county and state named above this 6th day of August, 2004

Notary Public
Print Name: Donna S. Jannazzo

Donna S. Jannazzo
MY COMMISSION # DD12747 EXPIRES
June 19, 2006
BONDED THRU TROY PARK INSURANCE, INC.
Proposed (2) PWC Lift
Almora Res.
#443 Islebay Dr.

Existing Dock 30' Long

All pilings to be 10' dia.
pvc wrapped (Black)

Existing Seawall

Existing boat lift
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
The Hilg Group of Florida, LLC - Tampa
3438 Collwe Ave
Tampa FL 33614-1615

CONTACT NAME: CJ Stevens
PHONE: 813-638-4000
FAX: 813-281-1086
E-MAIL: cjstevens@hilggroup.com

INSURED
Hecker Construction Company, Inc.
P. O. Box 989
Rusk FL 33575

CERTIFICATE NUMBER: 1540656362

COVERAGES

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

WORKERS COMPENSATION INSURANCE POLICY INCLUDES UNITED STATES LONGSHORE & HARBOR WORKERS COMPENSATION ACT COVERAGE. P&I COVERAGE INCLUDES CREW MEMBER FOR JONES ACT.

30 Day Notice of Cancellation applies in favor of the Additional Insured.

CERTIFICATE HOLDER

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
12790 Citrus Park Lane
Suite 115
Tampa FL 33625
USA

CANCELLATION

 Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
SINGLE PILING/SINGLE MOTOR, 1500 SWINGER LIFT

Mast to Arm Connection Fastened with (6) 1/2" 55 Bolts w/ Washers and Nuts

Note: All other bolts not specifically numbered are fastened with 1/2" 55 Bolts with Washers and Nuts.

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Note: This structure will withstand wind loads associated with wind speeds up to 150 MPH calculated per F.B.C. 2004 and ASCE 7-02. Vessels shall not be stored on lift during high wind events.

Structural Engineering Review:
The gravity and wind loads for this construction have been calculated and the main wind force resisting system and components and cladding of this building design do comply with the Florida Building Code 2004 and 2006 Supplement Building Code.

TIDETAMER WATERFRONT PRODUCTS, INC.
900 HWY 2585 SNOW HILL, NC 28580
1-800-325-1116

Oscar M. Bermudez, P.E.
Reg. Florida No. 55141
3/19/09
DECO Engineering Specs: Concept CRS - 2 Motor Lifts

Bottom penetration to be in conformance with local regulations/codes and a minimum of 10' into the subsurface.

All structural components of DECO Lifts consist of 6061-T6 Marine Grade Aluminum, all fasteners and hardware are 304 stainless steel.

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<th>Lower Beams</th>
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<th>Guide Posts</th>
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<td>90°</td>
<td>(2) 3/4 HP 120V/208V 204V/7A</td>
<td>250 to 1</td>
<td>4&quot; x 4&quot; Box 25&quot; Thick 10'</td>
<td>1.5&quot; Alum. Sch. 40 82°</td>
<td>80°</td>
<td>Small - 18&quot;</td>
<td>2&quot; x 8&quot; 10'Lg.</td>
<td>48&quot; Min. (4) - 8&quot;</td>
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<tr>
<td>6,000</td>
<td>4&quot; x 6&quot; Box 1/4&quot; Thick 12'</td>
<td>1.5&quot; Sch. 40 S.S.</td>
<td>2&quot; Sch. 80 Alum. 1 Part</td>
<td>5/16&quot;</td>
<td>90°</td>
<td>(2) 3/4 HP 120V/208V 204V/7A</td>
<td>250 to 1</td>
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<td>1.5&quot; Alum. Sch. 40 72°</td>
<td>80°</td>
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<td>1.5&quot; Sch. 40 S.S.</td>
<td>2&quot; Sch. 80 Alum. 2 Part</td>
<td>5/16&quot;</td>
<td>114°</td>
<td>(2) 3/4 HP 120V/208V 204V/7A</td>
<td>250 to 1</td>
<td>4&quot; x 6&quot; Box 25&quot; Thick 12&quot;</td>
<td>1.5&quot; Alum. Sch. 40 90°</td>
<td>80°</td>
<td>Small or Med. - 16&quot;</td>
<td>2&quot; x 10&quot; 12'Lg.</td>
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<td>5/16&quot;</td>
<td>114°</td>
<td>(2) 3/4 HP 120V/208V 204V/7A</td>
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<td>1.5&quot; Alum. Sch. 40 92°</td>
<td>120°</td>
<td>Large-16&quot; or 24&quot;</td>
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<td>2&quot; Sch. 80 Alum. 2 Part</td>
<td>5/16&quot;</td>
<td>138°</td>
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<td>300 to 1</td>
<td>4&quot; x 6&quot; Box 25&quot; Thick 12&quot;</td>
<td>1.5&quot; Alum. Sch. 40 112°</td>
<td>120°</td>
<td>Large-16&quot; or 24&quot;</td>
<td>3&quot; x 10&quot; 18'Lg.</td>
<td>24&quot; Min. (4) - 10' - 12&quot;</td>
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<td>1.5&quot; Sch. 40 S.S.</td>
<td>2&quot; Sch. 80 Alum. 2 Part</td>
<td>5/16&quot;</td>
<td>138°</td>
<td>(2) 1 HP 120V/208V 204V/7A</td>
<td>300 to 1</td>
<td>4&quot; x 6&quot; Box 25&quot; Thick 12&quot;</td>
<td>1.5&quot; Alum. Sch. 40 106°</td>
<td>120°</td>
<td>Large-16&quot; or 24&quot;</td>
<td>3&quot; x 10&quot; 18'Lg.</td>
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<td>3&quot; x 10&quot; 18'Lg.</td>
<td>18&quot; Min. (6) - 10' - 12&quot;</td>
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</tbody>
</table>

DECO Power Lift, Inc., 1041 Harbor Lake Dr., Safety Harbor, Fl. 34695
800-284-4178 www.decobootlift.com
Display as required by law

GIBSONTON
FL 33544
12619 S US HIGHWAY 41
HECKER CONSTRUCTION CO, INC.
GRANOVICH, VIC

Expiration date: Aug 31, 2018
Under the provisions of chapter 489 FS.
Name below is certified
The General Contractor
License Number: CEC152230

Department of Business and Professional Regulation
State of Florida

Ken Lawson, Secretary

Rick Scott, Governor

This Becomes a Tax Receipt When Validated.

Business Tax Receipt

2017 - 2018

Address
Hecker Construction Co, Inc
Gibsonton, FL 33544
12619 S Hwy 41

Taxpayer Name: GRANOVICH, VIC

Mailing Address
Ruskini, FL 33770-9969
P.O. Box 284

Business Name: Hecker Construction Co, Inc

P. O. Box 40
Employees: 5

P. O. Box 11807

P. O. Box 284

Remit Payment to:

Hillsborough County Business Tax Receipt
2100 N. 11th Street, Rm 111
Tampa, FL 33602

Tax Code: 97858

Business License: CEC152230

Renewal
Expires September 30, 2018

2017 - 2018
REQUEST FOR REVIEW
OF DOCK & BOAT LIFT PLANS

The undersigned owner seeks review by the Harbor Bay Community Development District of the following proposed improvement ("Improvements"): [ ] Dock OR [X] Boat Lift OR [ ] Other (Specify here: ____________________________), at the following location:

622 BAY BAY BLVD
APOLLO BEACH, FL 33572

Application Must Include

A. Complete specifications for the dock, mechanical lift or applicable option.
B. Drawing showing dock / lift layout, location and spacing of the outer lift piling and showing the required wrapping of the piling.
C. Provide the contractor’s name and attach a copy of their current license and proof of all necessary current and up-to-date insurance coverage.
D. Recorded Dock Easement.

The CDD’s review of the plans for the Improvements is limited to a determination of whether the Improvements are consistent with the Master Dock Plan ("Dock Plan") and Southwest Florida Water Management District ERP No. 44-18838 (as amended from time to time). The undersigned property owner and listed contractor hereby acknowledge and agree that the undersigned shall be solely responsible for determining whether the improvements, alterations and/or additions described herein comply with all applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, and shall further be responsible for obtaining all necessary legal rights to conduct the work and install and operate the Improvements, including but not limited to applicable permits, real estate rights, licenses, easements, HOA approvals, etc. The CDD shall have no liability or obligation to determine whether such improvements, alterations and/or additions comply with any such laws, rules, regulations, easements, codes or ordinances and/or whether any such rights and/or approvals have been obtained. Only the Improvements described herein are allowed. No substitutions, changes and/or alterations will be allowed without the express written approval of the CDD.

Applications must be received by the CDD Manager at jroethke@rizzetta.com, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, (813)933-5571. I agree to not begin work on improvements until I am notified in writing of the approval of the CDD. A fine may be imposed for any work started prior to approval.

I understand and agree as follows:

a) I have reviewed the Dock Plan and the rules and policies of the CDD.
Exhibit 1

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT
12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625
ATTN: District Manager

CANAL WALL CONNECTION APPLICATION
The undersigned ("Owner") represent that they are the owners of record for the property described below ("Property"). The Owner desires to install and maintain a mechanical personal watercraft lift ("Lift") on the canal retaining wall (a/k/a seawall) adjacent to the Property owned and maintained by the Harbor Bay Community Development District ("CDD"), and are submitting this application for that approval.

Owner(s) Name(s) KENNETH PIERCE
Lot Street Address 622 BALI BAY BLVD
City, State and Zip Code APOLLO BEACH, FL 33782
Phone Number 917-209-1786
Lot Tax Folio Number 054287-012

<table>
<thead>
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<th>For Lifts being installed, please identify:</th>
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<tbody>
<tr>
<td>Contractor Name and License Number HECKER CONSTRUCTION COMPANY, INC.</td>
</tr>
<tr>
<td>GLC # 1523930</td>
</tr>
<tr>
<td>Contractor Phone Number 813-236-9306</td>
</tr>
<tr>
<td>(Attach Certificate of Insurance from Contractor)</td>
</tr>
<tr>
<td>Expected Start Date: 10/29</td>
</tr>
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</table>

This Canal Wall Connection Application, as well as the attached License Agreement (Personal Watercraft Lift), is to be signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Hillsborough County for the Property. Owner agrees to abide by the terms of the License Agreement (Personal Watercraft Lift).

X Owner Signature: N/A owner on Lagoon
Co-Owner Signature: Date:

Date: 
Received by: 
Harbor Bay Community Development District

For Office Use Only
APPROVED ___ DISAPPROVED ___
Explanation for Disapproval (if applicable): ____________________________
______________________________________________________________

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENTS: LICENSE AGREEMENT & CDD SPECIFICATIONS (IF APPLICABLE)
b) My lot may be permitted to have a dock only if: 1) the dock is shown on the Dock Plan, 2) the type of dock I propose is shown on the Dock Plan, and 3) the dock is approved in writing.

c) All Power Boats must be registered with the CDD, and the total number of registered Power Boats permitted in MiraBay is limited. Therefore, I may not be allowed to register more than one Power Boat if my dock is approved. Any registrations issued for Power Boats in excess of one Power Boat per lot are revocable at any time by the District in the District’s sole discretion. The submission of this form to the District shall operate as the applicant’s absolute consent to this potential revocation and waiver of any right to compensation from the District as a result of such revocation.

I further acknowledge and agree that in the event I, or any other owner or occupant of my lot violates any of these requirements, or violates any other rules or guidelines governing docks, lifts, accessories, and the docking of vessels, that I will be personally liable for all costs and expenses related to bringing these items into compliance, plus attorney fees and costs, including attorney fees and costs on appeal. I further acknowledge and agree that the CDD shall have all rights and remedies available at law or equity to enforce these requirements, rules, and guidelines, including but not limited to imposition of a reasonable fine pursuant to the CDD’s rules and policies, as may be amended from time to time.

Property Owner Signature:

Property Owner Name: KENNETH M PIERCE Date: 10/1/18

Address: 672 BALIBAY ROAD

City / State / Zip: APOLLO BEACH FL 33782

Phone Number: 917-209-1786

Contractor Signature:

Contractor Name: Brian Hecker Date: 10/2/18

Address: PO Box 989

City / State / Zip: Ruskin FL 33575

Phone Number: 813-236-9306

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.
RECOMMENDATION OF DISTRICT ENGINEER:

[ ] RECOMMEND APPROVAL, contingent on: ________________________________
Purchasing additional easement per lift layout submitted modification of existing easement and having it recorded and approved.

[ ] RECOMMEND DENIAL because ________________________________

CDD BOARD APPROVAL:

[ ] APPROVED, contingent on: ________________________________

NOTE: If this is for a Personal Water Craft lift located on the canal wall, the applicant must complete (1) the Canal Wall Connection Application; and (2) the License Agreement (Personal Watercraft Lift). Please see the attached Exhibit 1, incorporated by this reference, for the Canal Wall Application and License Agreement (Personal Watercraft Lift).

[ ] DENIED because ________________________________
REQUEST FOR IMPROVEMENT
APPLICATION CHECK LIST

1) Brief description of work to be performed
   a) Lift
   b) Dock
   c) Dock Accessory
   d) Other

2) Full description of work to be performed including equipment to be installed
   a) Size
   b) Manufacturer

3) All applications must include all items required; A, B, C, & D as listed on Application

4) No work may begin prior to express written approval of the District.

5) All applications must signed by both Homeowner and Contractor and must include
   a) Street address
   b) Telephone number

6) All contractors must provide names of all persons and/or subcontractors and provide complete and
   up to date insurance coverage including, as a minimum, General Liability, Automobile, USL&H and
   Longshoreman’s maritime coverage for all workers and equipment either direct or subcontractors.

7) Drawings:
   a) All drawings must be complete.
   b) All measurements of pilings are to be shown center to center and dimensionally accurate.
   c) All drawings must show correct orientation.

8) All contracts requiring purchase of additional easement width must be completed prior to application
   being submitted. The CDD is NOT responsible for the Homeowner’s failure to secure necessary
   real property rights.

9) Any application with incomplete information will be rejected.

10) Any work started with express written approval regardless of circumstances will be a violation of the
    CDD’s rules and policies and any such unapproved structure will be subject to removable at owner’s
    expense, together with any other rights and remedies available at law.
IMPROVEMENT APPLICATION PROCEDURE FOR BOAT LIFTS

All lots that are shown on the MiraBay Master Dock Plan (a copy of which is available for review from the District Manager) with a dock will be eligible for a dock, subject to any applicable regulatory restrictions. You may request an Improvement Application Form by contacting:

Harbor Bay CDD District Manager
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

The submittal to the District Manager is required to contain the following information:

a. Application must list business entity of contractor and be signed by contractor

b. Complete specifications for the mechanical lift

c. Spacing of the outer lift piling showing the required wrapping of the piling

d. Water and power layout

e. Provide a contractor’s name and attach a copy of current license and Insurance Certificate. The Insurance Certificate must name the contractor as the Insured and must include Worker’s Compensation which includes USL & H Marine coverage covering labor to be utilized. The Insurance Certificate needs to name as “Certificate Holder” the Harbor Bay Community Development District, and its Supervisors, staff, officers, and employees, and the certificate holder must be a named “additional insured” with respect to general liability insurance. The name of contractor on application must match insured.

f. A list of laborers to be utilized must be submitted along with a statement from contractor saying “I hereby certify as owner that any and all labor utilized for work at ________ (dock owner’s address) will be employees of _______ (the entity covered by the Insurance Certificate) ______ and contractor must sign the statement.

Submit your form to the Rizzetta & Company, Inc. address listed above and the District will review each application and return a determination to the applicant. The homeowner will not be required to request approval of any add on features provided they are from the approved list of options.

*THESE GUIDELINES AND REGULATIONS MAY BE AMENDED WITHOUT PRIOR NOTICE*
MECHANICAL BOAT LIFT

The Mechanical Boat Lift System shall meet the following criteria and is subject to CDD approval:

- Direct Gear Driven
- Maintenance Free Seal Gear Box
- 5/8" Stainless Steel Cables And Hardware
- Weather Proof Motors
- All Welded Construction
- Grooved Aluminum Winders
- Fully Covered Bunks
- 6061 – T6 Marine Grade Aluminum
- All White Motor Covers
- Black Carpeted Bunk Boards
- Wedge Lock Cable Securing System
- Polyethylene Cable Keepers

Note: All pilings must be vinyl wrapped.
LICENSE AGREEMENT
(PERSONAL WATERCRAFT LIFT)

This License Agreement (Personal Watercraft Lift) ("Agreement") is entered into as of this 2nd day of October, 2018, by and among:

The Harbor Bay Community Development District ("CDD"), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes; and

KENNETH PIERCE and 622 Baulk Bay Blvd Apollo Beach, FL (together, "Owner"), the fee simple owners of the "Property" identified as:

Lot 29, Block 44, as per the plat ("Plat") identified as MiraBay 1-B-44-1-13-B and recorded in Plat Book 44, Pages 41 et seq., of the Public Records of Hillsborough County, Florida.

WITNESSETH:

WHEREAS, CDD is a special-purpose unit of local government that provides community infrastructure for the MiraBay community, including the community’s master storm water system and, as part of that, a canal retaining wall, which is also referred to as a seawall ("Canal Wall"); and

WHEREAS, Owner owns the Property within MiraBay; and

WHEREAS, as part of the Plat, among other things, CDD holds certain drainage and other easements ("Easements") on the Property that allow CDD to install and maintain the Canal Wall and its related components; and

WHEREAS, Owner has requested authorization to install and maintain a mechanical personal watercraft lift ("Lift") on the Canal Wall immediately adjacent to the Property; and

WHEREAS, subject to the terms of this Agreement, CDD desires to grant Owner a license to install and maintain the Lift;

NOW, THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. Recitals. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. License for Installation & Maintenance of Lift; Limitation. Subject to the terms of this Agreement, CDD hereby grants Owner a non-exclusive, revocable license for the sole purpose of
installing and maintaining the Lift on the Canal Wall. Owner acknowledges that this Agreement authorizes only installation and maintenance of the Lift on the Canal Wall, and does not authorize any other impact or other alteration to the Canal Wall.

3. **Owner Responsibilities.** Owner has the following responsibilities:

   a. Owner shall be fully responsible for the installation and maintenance of the Lift, including all costs, and shall conduct such work in accordance with any CDD-approved specifications, as amended from time to time.

   b. Owner shall use a licensed and insured contractor to perform any installation and maintenance work pursuant to this Agreement.

   c. Owner shall ensure that the installation and maintenance of the Lift does not interfere with the CDD's rights in the Easements, and does not damage any property of CDD or any third party's property. Among other things, Owner shall be responsible for restoring any impact to the grass swale behind the Canal Wall, and shall further ensure that any installation and/or maintenance does not damage the Canal Wall or other related improvements, including, but not limited to, tie-back anchors, cap, and sheeting. In the event of any such damage, Owner shall immediately notify CDD, in which case CDD, at CDD's option, shall either direct Owner to repair the damage at Owner's expense, or shall conduct such repairs at Owner's expense.

   d. Owner shall be responsible for ensuring that the installation and maintenance of the Lift are conducted in compliance with all applicable laws, rules, and regulations, including, but not limited to, building codes and setback requirements.

   e. Owner shall keep CDD's Easements free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

   f. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for connection of the Lift. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work, including, but not limited to, any approvals (if any) of the MiraBay Homeowners Association, Inc. ("Association") and any other necessary legal interests and approvals.

   g. Upon completion of the installation, the Lift will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Lift, and agrees to maintain the Lift in good condition and consistent with any CDD-approved specifications, as amended from time to time.

4. **Existing Rights.** Nothing herein is intended to limit or diminish in any way the CDD's existing rights in the Easements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Easements described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, without notice, and without recourse against the CDD, the CDD may revoke this Agreement and remove the Lift at Owner's expense, and that the CDD is not obligated to re-install the Lift as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend, and hold harmless the CDD, the Association, Hillsborough County, the Southwest Florida Water Management District, and any property management companies of the CDD and Association, as well as any officers, supervisors, staff, engineers, attorneys, agents and representatives of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns. Upon the sale of the Property, Owner shall advise the subsequent owner of the terms and conditions of this Agreement. The CDD may at its option record this Agreement in the public records of Hillsborough County.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. **Attorney’s Fees & Costs.** The substantially prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees, paralegal fees, expert witness fees, and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement (Personal Watercraft Lift) to be executed the day and date first above written.

Witnesses:  
By:  
Susette Wieland  
Print Name  
By:  
San Linsey  
Print Name

Owner  
By:  
KENNETH M. PIERCE

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 2 day of October, 2022 by Kenneth Pierce. He/she [ ] is personally known to me or [ X ] produced Driver License as identification.

LAURA FORTNER  
Commission # GG 203934  
Expires May 19, 2022  
Bundled thru TROY Faire Insurance 800-365-7019  
NOTARY PUBLIC

Laura H. Fortner  
(Print, Type or Stamp Commissioned Name of Notary Public)

[Signatures continue on following page]
Witneses: 

By: ___________________________ 

Sussette Wieland 

Print Name 

By: ___________________________ 

Sam Linsey 

Print Name 

Owner: ___________________________ 

Kenneth M. Pierce 

STATE OF FLORIDA 

COUNTY OF Hillsborough 

The foregoing instrument was acknowledged before me this ___ day of ________, 20__, by Kenneth Pierce. He/she [ ] is personally known to me or [x ] produced Driver License as identification. 

Laura H. Fortner 

NOTARY PUBLIC 

(Print, Type or Stamp Commissioned Name of Notary Public)
Ken Pierce Pts.

Proposed 20' x 20' Deck
Direct Drive Aluminum Lift

Existing Floating Dock

(4) 10" dia.
black Pvc. wrapped Proposed 20' x 20' Deck
pilings 4' top
Direct Drive Lift

25'

3' ramp

Existing Fixed 4' walk

Existing rip-rap wall

Existing rip-rap wall
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
The Hibl Group of Florida, LLC - Tampa
3438 Colwell Ave
Tampa FL 33614-1615

CONTACT NAME: CJ Stevens
PHONE No.: 813-636-4000
E-MAIL ADDRESS: cjstevens@hiblgroup.com

INSURED
Hecker Construction Company, Inc.
P. O. Box 988
Ruskin FL 33375

INSURER(S) AFFORDING COVERAGE
INSURER A: American Alternative Insurance Corporation
19720

INSURER B: Owners Insurance Co.
32700

INSURER C: American Interstate Insurance Company
31935

INSURER D: Starr Indemnity & Liability
38318

INSURER E:

INSURER F:

COVERAGE

COVERAGE NUMBER: 504490007

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.

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<th>WDD</th>
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<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TERRABROOK APOLLO BEACH, LLC, HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT, LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC., NEWLAND REAL ESTATE GROUP, LLC, NASH FINANCING, LLC AND NASH VINGT-HUIT, LLC AND THEIR RESPECTIVE MEMBERS, PARTNERS, PRINCIPALS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SUPERVISING, STAFF, LAWYERS, MANAGERS, ENGINEERS, CONSULTANTS, See Attached...

CERTIFICATE HOLDER

Harbor Bay Community Development District
3434 Colwell Ave STE 200
Tampa FL 33614
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

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<td>The Hilb Group of Florida, LLC - Tampa</td>
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| EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25  FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

AGENTS, SUBCONTRACTORS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY (ENDORSEMENT TO FOLLOW) AND THE AUTOMOBILE POLICIES. UMBRELLA FOLLOWS FORM.

CONTRACTUAL LIABILITY COVERAGE APPLIES WITH SEVERABILITY OF INTEREST SEE POLICY FORM.

A WAIVER OF SUBROGATION ALSO APPLIES UNDER THE GENERAL LIABILITY, AUTOMOBILE, AND WORKER'S COMPENSATION POLICIES. UMBRELLA FOLLOWS FORM.

Certificate Holder Note:

PLEASE NOTE THE GENERAL LIABILITY COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY DOES NOT EXCLUDE COVERAGE FOR EXPLOSION, COLLAPSE OR UNDERGROUND CONSTRUCTION. BODILY INJURY AND PROPERTY DAMAGE IS INCLUDED IN THE GENERAL AGGREGATE OF $2,000,000 COPY OF INSURING CONDITIONS TO FOLLOW. PLEASE NOTE THE COMBINED SINGLE LIMIT SIMPLY STATES A SINGLE DOLLAR LIMIT THAT APPLIES TO A COMBINATION OF BODILY INJURY AND PROPERTY DAMAGE LIABILITY CLAIMS (SEE ATTACHED SECTION OF AUTO POLICY). CONTRACTUAL LIABILITY COVERAGE IS INCLUDED IN THE GENERAL AGGREGATE OF $2,000,000.
BUSINESS TAX RECEIPT

ADDRESS

MAILING ADDRESS

FL 33534

HECKER CONSTRUCTION CO INC

280,000.00 PUBLIC SERVICE

EXPRESS-SEPTEMBER 09.2019

HILTON HUNTINGTON BUSINESS TAX RECEIPT

2018-2019

RENEWAL

ACCOUNT NO.

Hazardous Waste Sticker Fee

40.00

4.00

4.00

0.00
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
GRANOWICZ, VIC
LICENSE NUMBER: CGC1522930
EXPIRATION DATE: AUGUST 31, 2020
Always verify licenses online at MyFloridaLicense.com
HECKER CONSTRUCTION CO, INC.
12619 US HIGHWAY 41
GIBSONTON, FL 33534
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES.
RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
Florida
### Deco Power Lift Inc.

#### Address:
161 Harbor Ln., Safety Harbor, FL 34695

#### Phone:
813-748-4075

#### Fax:
813-748-0013

#### Email:
sales@decoengineering.com

---

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### Diagram Description:

- **Legend:**
  - A: Motor HP
  - B: Gear Spreader
  - C: Lower Frame
  - D: Cable Spread
  - E: Upper Frame
  - F: Lower Spreader
  - G: Upper Spreader
  - H: Upper Beam
  - I: Lower Beam
  - J: Safety Wire

- **Notes:**
  - Refer to DECO Engineering drawings for detailed specifications.
  - All structural components are to be fabricated to meet specifications and drawings as per DECO Engineering drawings.

---

**Engineering Specification:**

- 2 Motor Lits

---

**Date:**
11/11/11

**Approved by:**
D.E. With
DOCK EASEMENT, COVENANTS AND RESTRICTIONS FOR
LOT 29, BLOCK 14 OF MIRABAY PHASE 1B-1/2A-1/3B-1
PER PLAT BOOK 94, PAGE 41,
HILLSBOROUGH COUNTY, FLORIDA

THIS DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the "Dock Easement Document") is made, executed, granted, imposed and declared this 5th day of August, 2004, by TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership ("Terrabrook") to and in favor of the Owner (as that term is defined below) of the Lot described above.

BACKGROUND

The term “Benefitted Lot” shall mean and refer to the lot described above in the title of this Dock Easement Document. The term "Owner" shall mean and refer to the fee simple record owner of a lot. The term "Declarant" shall refer to Terrabrook and any "Successor Declarant" as that term is defined in the Amended and Restated Declaration of Covenants, Restrictions and Easements for MiraBay (the "Declaration") recorded at O.R. Book 12837, Page 1725, of the Public Records of Hillsborough County, Florida. The term “Dock Structure” shall refer to a dock consisting of a deck/walking surface on pilings and/or floatation devices or materials constructed or to be constructed by Declarant in the Tract (hereafter defined). Unless otherwise expressly provided herein capitalized terms used herein shall have the same meaning as those capitalized terms set forth in the Declaration.

Terrabrook is the fee simple record owner of the following described tract (the "Tract"):

TRACT C-6, MIRABAY PHASE 1B-1/2A-1/3B-1, according to the plat (the "Plat") thereof as recorded in Plat Book 94, Page 41 of the public records of Hillsborough County, Florida.

The Tract contains a canal or lagoon (the canal or lagoon being referred to as a “Waterbody”) which is at the rear of the Benefitted Lot. Declarant wishes to grant to the Owner of the Benefitted Lot certain rights to own, maintain and enjoy a Dock Structure which Declarant will build in the Waterbody for the Owner.
ARTICLE I
EASEMENT FOR DOCK STRUCTURE

For $10.00 and other valuable considerations, the receipt of which are hereby acknowledged, Declarant does hereby give, grant and convey to the Owner of the Benefitted Lot a perpetual non-exclusive easement (the "Dock Easement") to own, maintain, repair and replace the Dock Structure serving the Benefitted Lot at the location in the Tract where the Dock Structure is originally installed by Declarant. The easement granted by this Article is on and over that portion (the "Dock Structure Area") of the Tract lying immediately under said Dock Structure originally installed by Declarant and includes the right to own, maintain, repair and replace pilings on the bottom of the Tract at the locations where the original pilings supporting the Dock Structure are installed by the Declarant. In the case of lagoon lots, the Dock Structure may include two Inner Lift Pilings installed by the Owner, and the easement granted hereby shall include the right to own, maintain, repair and replace the Inner Lift Pilings at the location where they were originally installed by the Owner. Once the Dock Structure has been constructed by Declarant, Declarant shall have the right (but not the obligation) to record in the public records a notice (a "Notice of Dock Structure Area") describing (by metes and bounds description or by means of a sketch) the Dock Structure Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Structure Area covered by this Dock Easement. No party other than Declarant shall be required to join in the Notice of Dock Structure Area in order to make it effective and binding on the Owner (and all future owners) of the Benefitted Lot. The easement granted by this Article I shall be confined to the Dock Structure Area. The Dock Easement granted in this Article I shall be appurtenant to and run with the title to the Benefitted Lot and shall inure to the benefit of all future Owners of the Benefitted Lot. The Dock Easement granted in this Article I may be amended by a document executed by the fee simple owner of the Tract and by the Owner of the Benefitted Lot.

ARTICLE II
EASEMENT FOR OUTER LIFT PILINGS

In addition to the easement for the Dock Structure which is granted in Article I, the Owner of the Benefitted Lot shall have and is hereby granted a perpetual non-exclusive easement to install, maintain, repair and replace 2 pilings (the "Outer Lift Pilings") on the bottom of the Tract outside the Dock Structure Area. The Outer Lift Pilings are pilings which are not physically attached to the Dock Structure and which are designed as the outer supports of a boat lift. The responsibility for installing the Outer Lift Pilings shall be that of the Owner of the Benefitted Lot, and the Declarant shall have no responsibility for such installation. The Outer Lift Pilings must be located within 12 feet of the two inner lift pilings (the "Inner Lift Pilings") (The Inner Lift Pilings will be physically attached to the Dock Structure). The exact location of the Outer Lift Pilings must be approved by the ECC before they are installed. The easement for Outer Lift Pilings granted in this Article II shall be appurtenant to and run with the title to the Benefitted Lot and shall inure to the benefit of all future Owners of the Benefitted Lot. The easement for Outer Lift Pilings granted in this Article II may be amended by a document executed by the fee simple owner of the Tract and by the Owner of the Benefitted Lot.
ARTICLE III
EASEMENT FOR OTHER DOCK ENCROACHMENTS

Some portions of the Dock Structures may inadvertently be constructed by Declarant so that they encroach slightly into the Dock Structure Area serving an adjoining Lot. If such an encroachment exists as the result of the Declarant's original construction of a Dock Structure, any such encroaching Dock Structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists, and, in the event the encroaching Dock Structure must be replaced in the future, the replacement Dock Structure shall have an easement for an encroachment of the same degree and size as the original encroaching Dock Structure. The easement for the inadvertent encroachments of Dock Structures granted in this Article III shall be appurtenant to and run with the ownership of the encroaching Dock Structure. The easement for encroachments of Dock Structures granted in this Article III may be amended by an document executed by the owner of the encroaching Dock Structure and the owner of the Dock Structure onto which it encroaches.

ARTICLE IV
OWNERSHIP OF WATERBODY

The fee simple title to the Tract shall remain vested in Declarant, until Declarant conveys such title to the Community Development District or such other party as the Declarant may determine, subject however to this Dock Easement Document.

ARTICLE V
COVENANTS AND RESTRICTIONS

1. Each Owner of a Benefitted Lot served by a Dock Structure shall be obligated to indemnify and hold harmless Declarant, and its officers, directors, partners, employees and agents (all of the foregoing collectively the "Indemnified Parties"), from and against any claims, losses or liabilities arising out of or related to the use of the Dock Structure by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, but not be limited to: (a) claims arising out of accidents occurring on the Dock Structure or as a result of a person falling or jumping from the Dock Structure; (b) claims arising out of the utilization of the Dock Structure to tie up or hoist a Watercraft; (c) claims arising out of Watercraft running into the Dock Structure. The Owner's obligation to indemnify the Indemnified Parties shall include claims, losses or liabilities caused in whole or in part by the negligence of the Indemnified Parties.

2. The covenants and restrictions imposed in this Article V shall exist for a term of 30 years from the recording of this Dock Easement Document and shall automatically renew for additional successive 10-year terms unless during any 10-year renewal period these covenants and restrictions are terminated by a document executed by the Declarant and the Owner of the Benefitted Lot. The covenants and restrictions contained in this Article V may be amended by a document executed by the Declarant and the Owner of the Benefitted Lot.
ARTICLE VI

MISCELLANEOUS

Article and paragraph captions are for reference only, and shall not be considered in interpreting the contents of that article or paragraph, nor shall they be deemed to limit the scope of that article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Document, the prevailing party shall be entitled to recover its attorneys fees and costs incurred in connection with such proceeding.

IN WITNESS WHEREOF, the Declarant has executed this Dock Easement Document.

Signed, sealed and delivered
in the presence of:

TERRABROOK APOLLO BEACH, L.P., a
Delaware limited partnership

By: TERRABROOK APOLLO BEACH GP,
L.L.C., a Delaware limited liability
company
General Partner

By: Christopher M. Coughlin
Name: Christopher M. Coughlin
Title: Assistant Vice President
205 Manns Harbor Drive
Apollo Beach, Florida 33572

Print Name: Sharon Maddix

Print Name: DOROTHY A. CHAPMAN

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared the person described as Assistant Vice President of TERRABROOK APOLLO BEACH GP, L.L.C., a Delaware limited liability company, in the foregoing instrument, and he/she acknowledged before me that he/she executed it in the name of and for that limited liability company as the General Partner of TERRABROOK APOLLO BEACH, L.P., a Delaware limited partnership, and that he/she was duly authorized by that limited liability company and that partnership to do so. He/she is personally known to me and did not take an oath.

WITNESS my hand and official seal in the county and state named above this 5th day of August, 2004

LORENA DONALDSON
Notary Public
Print Name: LORENA DONALDSON

Notarization:
Compliance:
Date:
Location:

Book14121/Page452
[SIGNATURE PAGE TO LICENSE AGREEMENT (PERSONAL WATERCRAFT LIFT)]

Witnesses: 

By: ____________________________

______________________________
Print Name

By: ____________________________

______________________________
Print Name

Harbor Bay
Community Development District

By: ____________________________

Its: ____________________________

STATE OF FLORIDA

COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this ___ day of ____________, 20__, by ____________________________ of the Harbor Bay Community Development District, on behalf of said District. He/she [ ] is personally known to me or [ ] produced ____________________________ as identification.

______________________________
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[End of signature pages]