

***AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT***

Agenda Package

***Board of Supervisors
Meeting***

Date & Time:

***Thursday
May 24, 2018
11:30 a.m.***

Location:

***Cagan Crossing
Community Library
16729 Cagan Oaks
Clermont, Florida***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Avalon Groves Community Development District

DPFG Management & Consulting, LLC

[X] 1060 Maitland Center Commons, Suite 340
Maitland, Florida 32751
321-263-0134

[] 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

May 17, 2018

Board of Supervisors
**Avalon Groves Community
Development District**

Dear Board Members:

The R e g u l a r Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for Thursday, **May 24**, 2018 at 11:30 a.m. at the Cagan Crossing Community Library, 16729 Cagan Oaks, Clermont, Florida.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Comings-Thibault

Patricia Comings-Thibault
District Manager

cc: Attorney
Engineer
District Records

District: AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
Date of Meeting: **Thursday, May 24, 2018**
Time: 11:30 a.m.
Location: Cagan Crossing Community Library
16729 Cagan Oaks
Clermont, FL

Dial-in Number: 712-775-7031
Guest Access Code: 109-516-380

Agenda

I. Roll Call

II. Audience Comments

III. Administrative Matters

- A. Approval of Minutes of April 26, 2018 Meeting Exhibit 1
- B. Acceptance of the Unaudited April, 2018 Financials Exhibit 2

IV. Business Items

- A. Ratification of Jon Hall Change Order #3- \$(25,864.80) – Total Contract Price Incorporating Change Order - \$2,792,419.85 Exhibit 3
- B. Ratification of Jon Hall Contract – Turn Lanes - \$56,733.60 Exhibit 4
- C. Presentation of Lake County Supervisor of Elections Registered Voter Count – 36. (*Working with Supervisor of Elections*) Exhibit 5
- D. Consideration of Resolution 2018-05, Approving the FY 2018/2019 Proposed Budget and Setting a Public Hearing Exhibit 6
- E. Discussion & Consideration of Randy Suggs Agreement for Landscape Maintenance Services Exhibit 7
- F. Discussion & Consideration of Graybar Financial Services Proposal for Streetlights. (*Awaiting Solar Light Proposal*) Exhibit 8

V. Staff Reports

- A. Manager
- B. Attorney
- C. Engineer

VI. Supervisors Requests

VII. Adjournment

EXHIBIT 1

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**MINUTES OF MEETING
AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District was held on Thursday, April 26, 2018 at 11:30 a.m. at the Cagan Crossing Community Library, 16729 Cagan Oaks, Clermont, Florida.

FIRST ORDER OF BUSINESS - Roll Call

Ms. Comings-Thibault called the meeting to order.

Present and constituting a quorum were:

Jim Harvey	Board Supervisor, Chairman
Greg Meath	Board Supervisor, Vice Chairman
Candice Smith	Board Supervisor, Assistant Secretary
Troy Simpson	Board Supervisor, Assistant Secretary

Also present were:

Patricia Coming-Thibault	District Manager
Jere Earlywine	District Counsel

SECOND ORDER OF BUSINESS – Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS – Administrative Matters

A. Approval of Minutes of January 25, 2018 Meeting

Ms. Comings-Thibault presented the Minutes of the January 25, 2018 meeting and asked for comments, questions or corrections.

Ms. Smith stated that under Fifth Order of Business – B. District Counsel, Line 49, the amount should be \$719,000.

On a MOTION by Mr. Harvey, SECONDED by Mr. Simpson, WITH ALL IN FAVOR, the Board approved the minutes of January 25, 2018, as amended, for the Avalon Groves Community Development District.

B. Acceptance of the Unaudited March 2108 Financials

Ms. Comings-Thibault presented the Unaudited March 2018 Financials and asked for comments or questions.

On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved Unaudited March 2018 Financials for the Avalon Groves Community Development District.

FOURTH ORDER OF BUSINESS – Business Items

A. Ratification of John Hall Change Order #4 - \$20,915.20

40 Ms. Comings-Thibault presented the Jon Hall Change Order #4 - \$20,915-20 – Total Contract
41 Price Incorporating Changed Order - \$3,212,216.53 and asked for comments or questions.

42 On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board ratified
43 the Jon Hall Change Order #4 - \$20,915.20 – Total Contract Price Incorporating Change Order -
44 \$3,212,216.53 for the Avalon Groves Community Development District.

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46 **B. Ratification of Jon Hall Change Order #5 – (\$8,850.51) – Total Contract Price**
47 **Incorporating Change Order - \$3,203,386.02**

48
49 Ms. Comings-Thibault presented the Jon Hall Change Order #5 – (\$8,850.51) – Total Contract
50 Price Incorporating Change Order - \$3,203,386.02 and asked for comments or questions.

51 On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board ratified
52 the Jon Hall Change Order #5 – (\$8,850.51) – Total Contract Price Incorporating Change Order
53 \$3,203,386.02 for the Avalon Groves Community Development District.

54
55 **C. Consideration of Randy Suggs Change Order #1 - \$76,063.20 – Total Contract**
56 **Incorporating Change Order - \$468,161.58**

57
58 Ms. Comings-Thibault presented the Randy Suggs Change Order #1 - \$76,063.20 Total
59 Contract Incorporating Change Order - \$468,161.58.

60 On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved
61 the Randy Suggs Change Order #1 – \$76,063.20 – Total Contract Price Incorporating Change Order
62 \$468,161.58 for the Avalon Groves Community Development District.

63
64 **D. Discussion & Consideration of Randy Suggs Agreement for Landscape Maintenance**
65 **Services - \$105,420 Annually**

66
67 Ms. Comings-Thibault presented the Randy Suggs Agreement for Landscape Maintenance and
68 asked for comments or questions.

69 Discussion ensued.

70
71 ***This item was tabled to next meeting***

72
73 **E. Discussion & Consideration of Graybar Financial Services Proposal for Streetlights**

74 Ms. Comings-Thibault presented the Graybar Financial Services Proposal for Streetlights and
75 asked for comments or questions

76 Discussion ensued.

77
78 **F. Acceptance of the Resignation of David Langhout**

79 Ms. Comings-Thibault presented the resignation of David Langhout.

80 On a MOTION by Mr. Meath, SECONDED by Mr. Harvey, WITH ALL IN FAVOR, the Board accepted
81 the resignation of David Langhout, for the Avalon Groves Community Development District.

82
83 **G. Appointment of New Supervisor – Oath of Office & Form 1**
84

85 Ms. Comings-Thibault requested an appointment for new supervisor.

86 On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board
87 appointed Brad Walker for the position of supervisor for the Avalon Groves Community Development
88 District.

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90
 - Waive or Acceptance of Compensation
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92 **H. Consideration and Adoption of Resolution 2018-03 Re-Designation of Officers**

93 Ms. Comings-Thibault presented Resolution 2018-03 Re-Designation of Officers.

94 On a MOTION by Mr. Harvey, SECONDED by Mr. Simpson, WITH ALL IN FAVOR, the Board
95 adopted Resolution **2018-03** Re-Designation of Officers, with Mr. Harvey as Chairman, Mr. Meath as
96 Vice Chairman, Ms. Comings-Thibault as Secretary/Treasurer, Mr. Aagaard as Assistant Treasurer, Ms.
97 Johns as Assistant Secretary, and Ms. Smith, Mr. Simpson and Mr. Walker as Assistant Secretaries, for
98 the Avalon Groves Community Development District.

99
100 **I. Consideration and Adoption of Resolution 2018-04 Landowner Election** (to be
101 distributed)

102
103 Ms. Comings-Thibault presented Resolution 2018-04 Landowner Election and asked for
104 comments or questions.

105 On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board adopted
106 Resolution **2018-04** Landowner Election, scheduled for November 6, 2018 at the Cagan Crossing
107 Community Library, 16729 Cagan Oaks, Clermont, Florida at 11:30 a.m. for the Avalon Groves
108 Community Development District.

109
110 **FIFTH ORDER OF BUSINESS – Staff Reports**

111 **A. Manager**

112 There being none, next item followed.

113 **B. Attorney**

114 There being none, next item followed.

115 **C. Engineer**

116 There being none, next item followed.

117 **SIXTH ORDER OF BUSINESS – Supervisor Requests**

118 There being none, next item followed.

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SEVENTH ORDER OF BUSINESS – Adjournment

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board adjourned the meeting for the Avalon Groves Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

Title: Secretary Assistant Secretary

Title: Chairman Vice Chairman

EXHIBIT 2

Avalon Groves Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
April 30, 2018

Avalon Groves Community Development District
Balance Sheet
Unaudited
April 30, 2018

	<u>GENERAL FUND</u>	<u>2017 (AA1)</u>	<u>2017A-1 (AA2)</u>	<u>2017A-2 (AA2)</u>	<u>CIP (AA1)</u>	<u>CIP A-1 (AA2)</u>	<u>CIP A-2 (AA2)</u>	<u>TOTAL</u>
<u>ASSETS:</u>								
CASH	\$ 48,617	\$ -	\$ 4,700	\$ 84,905	\$ -	\$ -	\$ -	\$ 138,222
INVESTMENTS:								
REVENUE FUND	-	82,677	38,088	-	-	-	-	120,765
CAP INTEREST	-	68,853	215,808	129,653	-	-	-	414,314
DS RESERVE	-	171,946	522,706	266,181	-	-	-	960,833
COST OF ISSUANCE	-	4,974	11,663	2,099	-	-	-	18,736
PREPAYMENT ACCOUNT	-	-	-	416,311	-	-	-	416,311
ACQ. & CONST. 2017 (AA1)	-	-	-	-	1,112,846	-	-	1,112,846
ACQ. & CONST. 2017A-1 (AA2)	-	-	-	-	-	209,230	-	209,230
ACQ. & CONST. 2017A-2 (AA2)	-	-	-	-	-	-	861,412	861,412
PREPAID ITEMS	6,000	-	-	-	-	-	-	6,000
ACCOUNTS RECEIVABLE	-	-	-	-	-	-	-	-
DEPOSITS	453	-	-	-	-	-	-	453
TOTAL ASSETS	<u>\$ 55,070</u>	<u>\$ 328,450</u>	<u>\$ 792,965</u>	<u>\$ 899,149</u>	<u>\$ 1,112,846</u>	<u>\$ 209,230</u>	<u>\$ 861,412</u>	<u>\$ 4,259,122</u>
<u>LIABILITIES:</u>								
ACCOUNTS PAYABLE	\$ 1,335	\$ -	\$ -	\$ -	\$ 358,871	\$ 292,108	\$ 104,169	\$ 756,483
RETAINAGE PAYABLE	-	-	-	-	-	162,460	91,745	254,205
<u>FUND BALANCE:</u>								
NONSPENDABLE:								
PREPAID AND DEPOSITS	453	-	-	-	-	-	-	453
ASSIGNED:								
OPERATING RESERVES	-	-	-	-	-	-	-	-
RESERVES - ROADWAYS	-	-	-	-	-	-	-	-
UNASSIGNED:	53,282	328,450	792,965	899,149	753,975	(245,338)	665,498	3,247,981
TOTAL LIABILITIES & FUND BALANCE	<u>\$ 55,070</u>	<u>\$ 328,450</u>	<u>\$ 792,965</u>	<u>\$ 899,149</u>	<u>\$ 1,112,846</u>	<u>\$ 209,230</u>	<u>\$ 861,412</u>	<u>\$ 4,259,122</u>

Avalon Groves Community Development District
Statement of Revenue, Expenditures And Change In Fund Balance
For The Period Ending April 30, 2018

	FY2017 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
SPECIAL ASSESSMENTS (LANDOWNER OFF-ROLL)	\$ 300,474	\$ -	\$ 95,154	\$ 95,154
DEVELOPER FUNDING	-	-	39,046	39,046
TOTAL REVENUES	300,474	-	134,200	134,200
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	8,000	4,667	-	4,667
DISTRICT ACCOUNTING SERVICES	24,000	14,000	14,000	-
BANK FEES	150	88	-	88
AUDITING	3,500	2,042	-	2,042
REGULATORY & PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	750	438	889	(452)
ENGINEERING SERVICES	10,000	5,833	1,719	4,114
LEGAL SERVICES	16,000	9,333	29,778	(20,445)
TECHNOLOGY & WEBSITE ADMIN.	960	560	580	(20)
AD-VALOREM TAXES	-	-	3,099	(3,099)
MISCELLANEOUS (appraisal, etc.)	500	292	5	287
TOTAL GENERAL ADMINISTRATIVE	64,035	37,427	50,245	(12,818)
INSURANCE				
INSURANCE	5,851	5,851	5,300	551
TOTAL INSURANCE	5,851	5,851	5,300	551
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,000	5,000	5,000	-
ARBITRAGE REBATE	700	-	-	-
TRUSTEE FEES	3,800	3,800	7,000	(3,200)
TOTAL DEBT ADMINISTRATION	9,500	8,800	12,000	(3,200)
UTILITIES				
UTILITIES-ELECTRICITY	2,500	1,458	-	1,458
STREETLIGHTS	62,454	36,432	-	36,432
UTILITY CONTINGENCY	5,000	2,917	-	2,917
TOTAL UTILITIES	69,954	40,807	-	40,807
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	20,400	11,900	2,140	9,760
LANDSCAPE MAINTENANCE	95,734	55,845	7,980	47,865
LANDSCAPE - MISC.	5,000	2,917	-	2,917
WETLAND MITIGATION & MAINTENANCE	14,000	8,167	2,800	5,367
FIELD MANAGEMENT	6,000	3,500	-	3,500
FIELD CONTINGENCY	5,000	2,917	-	2,917
HARDSCAPE REPAIRS & MAINT.	5,000	2,917	-	2,917
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	151,134	88,162	12,920	75,242
TOTAL EXPENDITURES	300,474	181,046	80,465	100,581
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	(181,046)	53,735	234,781
FUND BALANCE - BEGINNING	-	-	-	-
FUND BALANCE - ENDING	\$ -	\$ (181,046)	\$ 53,735	\$ 234,781

Avalon Groves Community Development District
SERIES 2017A-1 (AA1)
For The Period Starting October 1, 2017 Ending April 30, 2018

	<u>FY2018 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 185,153	111,092	\$ 82,583	\$ (28,509)
INTEREST	-	-	1,536	1,536
LESS: DISCOUNT ASSESSMENTS (4%)	<u>(7,715)</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL REVENUE	<u>177,438</u>	<u>111,092</u>	<u>84,119</u>	<u>(26,973)</u>
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	7,715	-	-	-
INTEREST EXPENSE			-	-
MAY 1, 2018	67,856	-	-	-
NOVEMBER 1, 2018	67,856	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2018	-	-	-	-
TOTAL EXPENDITURES	<u>143,427</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	34,011	111,092	84,119	(26,973)
FUND BALANCE - BEGINNING		-	244,331	244,331
FUND BALANCE - ENDING	<u>\$ 34,011.00</u>	<u>\$ 111,092</u>	<u>\$ 328,450</u>	<u>\$ 217,358</u>

Avalon Groves Community Development District
SERIES 2017A-1 (AA2)
For The Period Starting October 1, 2017 Ending April 30, 2018

	<u>FY2018 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 562,845	337,707	\$ 42,694	\$ (295,013)
INTEREST	-	-	4,501	4,501
LESS: DISCOUNT ASSESSMENTS (4%)	<u>(23,452)</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL REVENUE	<u>539,393</u>	<u>337,707</u>	<u>47,195</u>	<u>(290,512)</u>
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	23,452	-	-	-
INTEREST EXPENSE			-	-
MAY 1, 2018	212,684	-	-	-
NOVEMBER 1, 2018	212,684	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2018	-	-	-	-
TOTAL EXPENDITURES	<u>448,820</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	90,573	337,707	47,195	(290,512)
FUND BALANCE - BEGINNING		-	745,770	745,770
FUND BALANCE - ENDING	<u>\$ 90,573.00</u>	<u>\$ 337,707</u>	<u>\$ 792,965</u>	<u>\$ 455,258</u>

Avalon Groves Community Development District
SERIES 2017A-2 (AA2)
For The Period Starting October 1, 2017 Ending April 30, 2018

	<u>FY2018 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 286,957	286,957	\$ 775,019	\$ 488,062
INTEREST	-	-	3,106	3,106
LESS: DISCOUNT ASSESSMENTS (4%)	<u>(11,957)</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL REVENUE	<u>275,000</u>	<u>286,957</u>	<u>778,125</u>	<u>491,168</u>
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	11,957	-	-	-
INTEREST EXPENSE				
MAY 1, 2018	132,000	-	4,125	(4,125)
NOVEMBER 1, 2018	132,000	-	-	-
PRINCIPAL PREPAYMENT			275,000	
MAY 1, 2018	-	-	-	-
TOTAL EXPENDITURES	<u>275,957</u>	<u>-</u>	<u>279,125</u>	<u>(4,125)</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	(957)	286,957	499,000	495,293
FUND BALANCE - BEGINNING		-	400,149	400,149
FUND BALANCE - ENDING	<u><u>\$ (957.00)</u></u>	<u><u>\$ 286,957</u></u>	<u><u>\$ 899,149</u></u>	<u><u>\$ 895,442</u></u>

Avalon Groves Community Development District
Construction In Progress (AA1)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending April 30, 2018

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
BOND PROCEEDS	\$ -
INTEREST	6,914
TOTAL REVENUES	<u>6,914</u>
 EXPENDITURES	
CONSTRUCTION IN PROGRESS	494,355
TRUSTEE FEES	-
TOTAL EXPENSE	<u>494,355</u>
 TOTAL EXPENDITURES	<u>494,355</u>
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	 (487,441)
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,241,417
 FUND BALANCE - ENDING	 <u>\$ 753,976</u>

Avalon Groves Community Development District
Construction In Progress A-1 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending April 30, 2018

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
BOND PROCEEDS	\$ -
INTEREST	3,406
TOTAL REVENUES	<u>3,406</u>
 EXPENDITURES	
CONSTRUCTION IN PROGRESS	1,236,252
TRUSTEE FEES	-
TOTAL EXPENSE	<u>1,236,252</u>
 TOTAL EXPENDITURES	<u>1,236,252</u>
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	 (1,232,846)
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	987,508
 FUND BALANCE - ENDING	 <u>\$ (245,338)</u>

Avalon Groves Community Development District
Construction In Progress A-2 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending April 30, 2018

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
INSURANCE CLAIM	\$ 719,000
INTEREST	6,516
TOTAL REVENUES	<u>725,516</u>
 EXPENDITURES	
CONSTRUCTION IN PROGRESS	1,428,439
TRUSTEE FEES	-
TOTAL EXPENSE	<u>1,428,439</u>
 TOTAL EXPENDITURES	<u>1,428,439</u>
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	 (702,923)
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,368,421
 FUND BALANCE - ENDING	 <u>\$ 665,498</u>

**Avalon Groves Community Development District
Bank Reconciliation
April 30, 2018**

	<u>BU</u>
Balance Per Bank Statement	\$ 141,101.87
Less: Outstanding AP Checks	(2,880.00)
<i>Adjusted Bank Balance</i>	<u>\$ 138,221.87</u>
Beginning Bank Balance Per Books	\$ 61,380.82
Deposits & Interest	92,086.44
Cash Disbursements	(15,245.39)
<i>Balance Per Books</i>	<u>\$ 138,221.87</u>

Avalon Groves CDD

Check Register Operating Account FY 2018

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
9/30/2017	EOY		Balance	0.00	159.29	0.00
10/06/2017		Developer Funding	GF 2017-26	7,919.77		7,919.77
10/06/2017	1050	Egis Insurance Risk Advisors	Ins. FY 2018		5,300.00	2,619.77
10/06/2017	1051	Heidt Design	Engineering Svcs		205.00	2,414.77
10/06/2017	1052	Orlando Sentinel	Legal Ads		2,177.04	237.73
10/06/2017	1053	Venturesin.com, Inc.	Web Site Hosting - September		80.00	157.73
10/13/2017		Developer Funding	GF 2017-25	22,988.66		23,146.39
10/13/2017	1054	Daily Commercial	Legal Ad		129.68	23,016.71
10/13/2017	1055	DPFG MANAGEMENT AND CONSULTING, LLC	BOS Mtg - 8/24/17		4,000.00	19,016.71
10/13/2017	1056	Heidt Design	Design Svcs - July		670.00	18,346.71
10/13/2017	1057	Hopping Green & Sams	Legal Services		13,188.98	5,157.73
10/13/2017	1058	Regions Bank.	Fees - Series 2017		5,000.00	157.73
10/18/2017	1059	Daily Commercial	VOID		0.00	157.73
10/18/2017	1060	Daily Commercial	Legal Ad		26.18	131.55
10/31/2017	EOM		Balance	30,908.43	30,776.88	131.55
11/01/2017			O & M (K Title)	4,342.10		4,473.65
11/03/2017	1061	Daily Commercial	Legal Ad		183.91	4,289.74
11/03/2017	1062	Venturesin.com, Inc.	Web Site Hosting - October		80.00	4,209.74
11/03/2017	1063	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing - FY 2018		175.00	4,034.74
11/14/2017	1064	Daily Commercial	Legal Ad		144.64	3,890.10
11/29/2017	1065	BOB McKEE, LAKE COUNTY TAX COLLECTOR	Ad Valorem Taxes		2,738.30	1,151.80
11/30/2017	1066	BOB McKEE, LAKE COUNTY TAX COLLECTOR	Property Tax		361.17	790.63
11/30/2017	EOM		Balance	4,342.10	3,683.02	790.63
12/08/2017	1067	LAKE & WETLAND MANAGEMENT	Lake Maint - December		535.00	255.63
12/08/2017	1068	Orlando Sentinel	Legal Ad		283.17	-27.54
12/09/2017		Ashton Orlando	O & M (K Title)	3,101.50		3,073.96
12/14/2017		NVR Settlement	O & M (K Title)	1,240.60		4,314.56
12/27/2017	1069	Sumter Electric Cooperative	Voided		0.00	4,314.56
12/27/2017	1070	Sumter Electric Cooperative	Voided		0.00	4,314.56
12/27/2017	1071	Sumter Electric Cooperative	Deposit - 17494 Sawgrass Bay Bl		193.00	4,121.56
12/27/2017	1072	Sumter Electric Cooperative	Deposit - 16920 Sawgrass Bay Bl		193.00	3,928.56
12/27/2017		Developer Funding	GF 2018-01	20,731.55		24,660.11
12/28/2017	1073	DPFG MANAGEMENT AND CONSULTING, LLC	Oct-Dec Fees / Dissimination		13,000.00	11,660.11
12/28/2017	1074	Heidt Design	Engineering Svcs		968.75	10,691.36
12/28/2017	1075	Hopping Green & Sams	Legal Services		6,582.81	4,108.55
12/28/2017	1076	Venturesin.com, Inc.	Website Host - Nov		179.99	3,928.56
12/31/2017	EOM		Balance	25,073.65	21,935.72	3,928.56
01/11/2018		Developer Funding	O & M (K Title)	1,240.60		5,169.16
01/15/2018	1077	Daily Commercial	Legal Ad		150.25	5,018.91
01/18/2018	1078	Heidt Design	Engineering Svcs		205.00	4,813.91
01/18/2018	1079	Venturesin.com, Inc.	Web Site Hosting - January		80.00	4,733.91
01/29/2018	1080	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - January		2,000.00	2,733.91
01/31/2018		Developer Funding	O & M (K Title)	2,481.20		5,215.11
1/31/2018	EOM		Balance	3,721.80	2,435.25	5,215.11
02/07/2018	1081	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - February		2,000.00	3,215.11
02/07/2018	1082	Heidt Design	Engineering Svcs - November		340.00	2,875.11
02/07/2018	1083	Orlando Sentinel	Legal Ad		101.25	2,773.86
02/07/2018	1084	Venturesin.com, Inc.	Web Site Hosting - February		80.00	2,693.86
02/07/2018	1085	LAKE & WETLAND MANAGEMENT	Lake Maint - February		535.00	2,158.86
02/13/2018	1086	Daily Commercial	VOIDED		0.00	2,158.86
02/20/2018	1087	Heidt Design	Engineering Services		205.00	1,953.86
02/21/2018	1088	Voided Check	VOIDED		0.00	1,953.86
02/21/2018		Developer Funding	GF 2018-02	18,515.93		20,469.79
02/21/2018	1089	Hopping Green & Sams	Legal Services		16,515.93	3,953.86
02/27/2018		DR Horton	O & M (Old Republic National Title)	70,962.64		74,916.50
2/28/2018	EOM		Balance	89,478.57	19,777.18	74,916.50
03/01/2018		K Title Company	O & M (K Title Co)	8,063.90		82,980.40
03/02/2018	1090	Hopping Green & Sams	Legal Services		7,952.68	75,027.72
03/02/2018	1091	U.S. LAWNS	Landscape Maint. Jan-Mar		5,985.00	69,042.72
03/02/2018	1092	Venturesin.com, Inc.	Web Site Hosting - March		80.00	68,962.72
03/02/2018	1093		Voided check		0.00	68,962.72
03/12/2018	1094	Hopping Green & Sams	Legal Servies		2,750.50	66,212.22
03/12/2018	1095	Candice Smith	Voided check		0.00	66,212.22
03/14/2018	1096	DPFG MANAGEMENT AND CONSULTING, LLC	CDD - Mtg		6,000.00	60,212.22
03/15/2018	1097	Sumter Electric Cooperative	Deposit/Membership Fee		72.00	60,140.22
03/18/2018		K Title Company	O & M (K Title)	1,240.60		61,380.82
3/31/2018	EOM		Balance	9,304.50	22,840.18	61,380.82
04/01/2018	1098	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - April		2,000.00	59,380.82
04/06/2018	1099	LAKE & WETLAND MANAGEMENT	Lake Maint - April		535.00	58,845.82
04/06/2018	1100	Regions Bank.	Trustee Fees		7,000.00	51,845.82
04/06/2018	1101	U.S. LAWNS	Landscape Maint - April		1,995.00	49,850.82
04/18/2018	1102	Hopping Green & Sams	Legal Services		835.39	49,015.43
04/24/2018	1103	BIO-TECH CONSULTING, INC.			2,800.00	46,215.43
04/24/2018	1104	Venturesin.com, Inc.	Web Site Hosting - April		80.00	46,135.43
04/26/2018		K Title Company	O & M (K Title)	2,481.20		48,616.63

Avalon Groves CDD
Check Register
Operating Account
FY 2018

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
04/26/2018		K Title Company	Lot Closing (K Title)	4,700.28		53,316.91
04/26/2018		K Title Company	Lot Closing (K Title)	84,904.96		138,221.87
4/30/2018	EOM		Balance	92,086.44	15,245.39	138,221.87

EXHIBIT 3

AVALON GROVES CHANGE ORDER ANALYSIS - 05/17/2018

SERENOA VILLAGES 1&2 - Phase 1A

Contract	Amount	Board Approved/Notes
Original Contract	\$ 2,725,756.65	Agrees to 12.30.2017 Pay App Approved 12/18/2017
Change Order 1 - Add Turn Lanes to Villages	\$ 73,828.00	
Change Order 2 - Speed Bumps	\$ 18,700.00	
Change Order 3 - Temporary Turnarounds	\$ (25,864.80)	
	\$ 66,663.20	
Total Contract TO Date	\$ 2,792,419.85	

SAWGRASS BAY PHASE - 1&2

Original Contract - Jon Hall	\$ 2,300,228.53	
Change Order 1 - Paving Eastbound Lanes-Active Adult	\$ 214,768.80	8/24/2017
Change Order 2 - Reconstruction	\$ 681,773.00	10/26/2017
Change Order 3 - Deduct from scope of work	\$ (5,469.00)	12/18/2017
Change Order 4 - Construciton of Cofferdam	\$ 20,915.20	
Change Order 5 - Deduct from Scope of Work	\$ (8,850.51)	
	\$ 903,137.49	
Total Contract To Date	\$ 3,203,366.02	
Original Contract - Randy Suggs	\$ 392,098.38	
Change Order 1 - Sawgraa Bay Boulevard	\$ 76,063.20	
Total Contract to Date	\$ 468,161.58	

Change Order

No. 3

Date of Issuance: April 27, 2018 Effective Date: April 27, 2018

Project: Serenoa Villages 1&2, Phases 1A	District: Avalon Groves Community Development District	District's Contract No.
Contract: Contractor Agreement		Date of Contract: March 23, 2017
Contractor: Jon M. Hall Company		Engineer's Project No.

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **This Change Order reduces scope of work, as further described Exhibit A.**

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES: <u>N/A</u>
Original Contract Price: \$2,725,756.66	Original Contract Times: Working days Calendar days Substantial completion (days or date): Ready for final payment (days or date):
Increase from previously approved Change Orders No. <u> 1 </u> to No. <u> 2 </u> : No. 1.: \$73,828.00 No. 2.: \$18,700.00	Decrease from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$2,818,284.65	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Decrease of this Change Order: (\$25,864.80)	Decrease of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: \$2,792,419.85	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

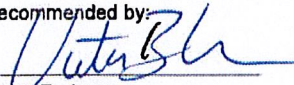
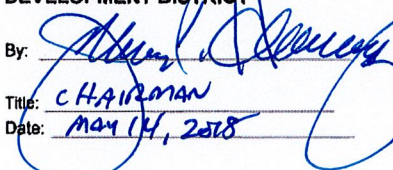
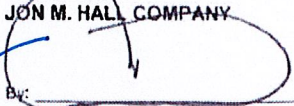
Recommended by:  District Engineer	ACCEPTED: AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT By:  Title: <u>CHAIRMAN</u> Date: <u>MAY 14, 2018</u>	ACCEPTED: JON M. HALL COMPANY By:  Title: <u>PRESIDENT</u> Date: <u>5/10/18</u>
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EXHIBIT A



PROPOSAL DATE: 4/27/18

RCO# 13

**PROJECT: Serenoa Villages 1&2 Ph 1A
OWNER: Avalon Groves CDD**

Avalon Groves CDD
c/o DFPG, 1040 Mallard Center Commons, Suite 340
Mallard, FL 32751

ATTN: Candice Smith
EMAIL: csmith@koller.com
PHONE 813-615-1244

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
01 MOBILIZATION & GENERAL CONDITIONS						

05		Temporary Turnarounds				\$ (25,864.80)
		Temporary Turnarounds 2				
5 01	05.000	Miami Curb	-762	LF	\$ 10.00	\$ (7,620.00)
5 02	05.000	Asphalt	-2172	SY	\$ 8.40	\$ (18,244.80)

SUBTOTAL	\$ (25,864.80)
Bond Rate Added	0%
TOTAL	\$ (25,864.80)

This Contract Change Order will change the Duration of this Project By: 0

QUALIFICATIONS:

Enter Qualifications here: CO drafted as per Candice Smith email dated on 01/18/2018.

Sincerely,

Thava Vigna
Assistant Project Manager
Jon M. Hall Company
1920 Boathouse Circle, Suite 230
Langwood, FL 32750
Phone 407 215-0410
Fax 407 215-0411
www.jonmhallcompany.com
tvigna@jonmhallcompany.com

Proposal Accepted By:
OWNER: Avalon Groves CDD

Date	Authorized signature	Printed Name
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I/We as authorized representative of the owner accept this proposal and qualifications therein and direct Jon M Hall Company to proceed with the work. Client shall pay all attorneys fees associated with collection of any unpaid balances. Client shall pay interest in the amount of 18% per annum on overdue balance. Payment Terms: Net 10 days from the date of the invoice

EXHIBIT 4

Contractor Agreement

Effective Date:			
Owner:	Avalon Groves Community Development District		
	Address: 1060 Maitland Center Commons, Suite 340		
	City: Maitland		
	State: FL	Zip: 32751	
	Authorized Representative: Patricia Comings-Thibault, c/o DPFG		
Contractor:	Full Legal Company Name: Jon M. Hall		
	Vendor Number: Click here to enter text		
	Contractor State License No.:		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: Click here to enter text.		
	Address: 1920 Booth Circle, Suite 230		Phone: 386-717-2217
	City: Longwood		Fax: 407-215-0411
	State: Florida	Zip: 32750	Email: razar@jonmhallcompany.com
	Authorized Representative: Click here to enter text.		Cell Phone: Click here to enter text.
	Project:	Avalon Groves – Turn Lanes	
Project HOA Entity:	Full Legal Company Name: Click here to enter text.		
Project Location:	City: Clermont	State: Florida	Zip: Click here to enter text.

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

Purpose of Agreement.

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

2. Agreement Documents.

2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b) Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "Agreement Documents"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Plans and Specifications; Exhibit B – Construction Schedule; Exhibit C – Trade Specific Scope of Work; Exhibit D – General Conditions; Exhibit E – Site Safety Rules N/A; Exhibit F – Emergency Action Plan; Exhibit G – Insurance Requirements; Exhibit H – Partial Waiver & Release of Lien; Exhibit I – Final Waiver & Release of Lien; Exhibit J – INTENTIONALLY OMITTED; Exhibit K – Sworn Statement Regarding Scrutinized Companies; Exhibit L – Sworn Statement Regarding Public Entity Crimes; and Exhibit M – Trench Safety Act Compliance Statement.

2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AND AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS AGREEMENT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

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

sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

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

- 4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these changes in any manner.
- 4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.
- 4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:
- (a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;
 - (b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;
 - (c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);
 - (d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and
 - (e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.
- 4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event, should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other contractors or sub-contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent, Contractor fails to begin the cure within such 48-hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

- 5.1** The Contractor has prepared and provided a Construction Schedule (the "**Schedule**") (attached hereto as Exhibit B) for the Project. The Schedule includes a "**Substantial Completion**" date for these improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damages Amounts as outlined in Section 5.11.
- 5.2** From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.
- 5.3** Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Unless otherwise directed in writing by Owner, Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.
- 5.4** Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.
- 5.5** Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other contractors and sub-contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 12.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other

legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

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

thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

- (a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. A written change order signed by both parties is required to extend the Substantial Completion date. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.
- (b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.
- (c) Contractor shall maintain a rain gauge onsite and shall provide to Owner's Authorized Representative, on a weekly basis, a report of daily rain in inches and any days of work progress lost due to rain. Extension to the contract time for rain may only be granted to Contractor if the work being completed at that time was on the critical path of the Schedule and in excess of rain days allowed for in the Schedule and less than four (4) hours of work were completed on such rain day.

5.10 Contractor shall prepare and submit to Owner's Authorized Representative, on a weekly basis, site work progress maps that show weekly updates in the work completed on the Project plans and any modifications to the Schedule based on progress to date.

5.11 Should Contractor fail to perform any of its obligations as provided in this Section 5, then Owner shall have the right to subtract the amounts (the "**Liquidated Damage Amount(s)**") specified in this Section 5 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 5 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

- (a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be \$1,000.00 per day.
- (b) Should Contractor fail to perform as outlined in this Section 5, the Liquidated Damage Amount shall be \$1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 5 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

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

- 6.1** If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.
- 6.2** All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.
- 6.3** Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.
- 6.4** Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event, shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.
- 6.5** Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.
- 6.6** Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

7. Quality, Inspection and Correction of Work.

- 7.1** Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.
- 7.2** Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

- 7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.
- 7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 7.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.
- 8. Labor Matters.**
- 8.1 In the performance of the Work, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.
- 8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.
- 8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

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

10. Storm Water Management.

- 10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies,

relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

- 10.2** Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.
- 10.3** Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.
- 10.4** Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.
- 10.5** Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.
- 10.6** Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole

and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 10.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 10.1.

11. No Lien Rights

11.1 Contractor agrees that the Owner is a local unit of special purpose government and is not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner, any part of the Work or the Owner's property on which the Work is performed, there are no lien rights available to any person providing materials or services for improvements in connection with the Project. Contractor shall not permit any laborer's, materialmen's, mechanic's or other similar liens to be filed or otherwise imposed on any part of the Work or the property on which the Work is performed.

11.2 [intentionally deleted]

11.3 [intentionally deleted]

11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

11.5 [intentionally deleted]

11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

(a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.

(b) [intentionally deleted]

12. Warranties; Warranty Work and Performance Standards.

12.1 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.

- 12.2 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from the date of Owner's acceptance of the Work through (a) 12 months after governmental acceptance of the Work or (b) such greater period as required by all applicable local, state and federal ordinances, law, rules and regulations (the longer of (a) and (b), the "**Warranty Period**"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.
- 12.3 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.
- 12.4 If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.
13. **Notice and Opportunity to Repair Statutes.** Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.
14. **Relationship Management.**
- 14.1 Each party shall designate an individual to serve as its "**Authorized Representative**" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.
- 14.2 Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

- 14.3 Contractor shall maintain electronic communications with Owner via e-mail.
- 14.4 Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.
- 14.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.
- 14.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any purchase order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any purchase order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

15. Goals, Continuous Improvement and Quality.

- 15.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.
- 15.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.
- 15.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

16. Prices and Payment.

- 16.1 Contractor will perform the Work for a lump sum amount of FIFTY SIX THOUSAND SEVEN HUNDRED THIRTY THREE AND 60/100 DOLLARS (\$56,733.60). **THIS IS A LUMP SUM CONTRACT.** The Work Prices, Materials prices and/or other billing amounts shall not exceed the prices

agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.

16.2 Owner shall designate the methodology for payment to Contractor.

- (a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80 of the Florida Statutes. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Sections 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of 1% per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.
- (b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.
- (c) In accordance with Section 218.735(8), Florida Statutes, ^{0%}~~ten percent (10%)~~ shall be retained from each payment made to the Contractor until the Work is fifty percent (50%) complete; after the Work is fifty percent (50%) complete, five percent (5%) shall be retained from each payment. Owner also shall be permitted to retain amounts permitted or required to be retained under applicable law. All of the sums retained shall be paid in full within twenty-five (25) days after final completion of the Work.

16.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice. Invoices/Pay Applications will not be deemed complete until all required documentation has been submitted.

16.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.

16.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure

to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.

- 16.6** In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.
- 16.7** Contractor shall not delay and/or stop any Work by reason of Owner's failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.
- 16.8** Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60-day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.
- 16.9** If, during the term of this Agreement, Contractor offers Work to any developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.
- 16.10** Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.
- 16.11** Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.
- 16.12** Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.
- 16.13** Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.
- 16.14** Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- 16.15** No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.

16.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.

17. Inspections and Reviews. Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

18. Indemnification.

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "**Contractor Entities**") hereby agrees to save, indemnify, defend and hold harmless (such action, the "**Indemnity**") Owner and its supervisors, consultants, agents, staff, and employees; and VK Avalon Groves, LLC ("**Developer**") and its parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "**Indemnitees**"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "**Covered Activity**") of Contractor Entities, including without limitation activity or inactivity arising out of or incidental to the performance of this Agreement or work performed thereunder, but only to the extent caused in whole or in part by any act, omission, or default of Contractor, or any of Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. This section 18 shall also pertain to any claims brought against Indemnitees by any other employees of the named Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including reasonable attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("**Claims**") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of \$2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

18.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to, court costs, expert costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.

- 18.2** In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.
- 18.3** The provisions of this Section 18 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

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

- 19. Insurance.** Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit G continuously during the life of this Agreement, and thereafter as provided in Exhibit G. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days before starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit G.

19.1 Insurance and Indemnity of Contractor's Agent(s).

- (a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.
- (b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.
- (c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

19.2 Miscellaneous Insurance Provisions.

- (a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

- (b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.
- (c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

19.3 Compliance with this Section.

- (a) Contractor acknowledges that timely compliance with this Section and Exhibit G is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 19 and Exhibit G, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of \$500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 18 of this Agreement) to the fullest extent provided in this Agreement.

20. [intentionally deleted]

21. Term and Termination.

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

21.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

21.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor; any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

- 21.4** Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event, shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:
- (a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;
 - (b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;
 - (c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all reasonable attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;
 - (d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default; After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.
- 21.5** Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.
- 21.6** If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.
- 21.7** Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after

the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

- 21.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to warranty, arbitration, indemnification and limitations of liability.
22. **Limitation of Liability and Waiver of Consequential Damages.** In no event, shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages. Nothing in this Agreement 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, 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 such limitations of liability or by operation of law.
23. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.
24. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.
25. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.
26. [intentionally omitted]
27. **General Terms.**
- 27.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

- 27.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.
- 27.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.
- 27.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.
- 27.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.
- 27.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.
- 27.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall affect the other provisions of this Agreement.
- 27.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.
- 27.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.
- 27.10 Neither party may assign this Agreement, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent to Developer or to one or more of its Affiliates, provided that each such Affiliate agrees to be bound by this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 27.11 **FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT**

27.12 Choice of Law, Arbitration and Venue

- a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in Lake County, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in Lake County, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.
- b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.
- c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable attorneys' fees and costs, including fees for expert witnesses, incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.
- d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.
- e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.
- f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- h) Discovery in any arbitration hereunder shall be limited to the following:
 - i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in Lake County, Florida;
 - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These costs associated with obtaining electronic discovery shall not be taxed to the prevailing party as

- costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
- iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in Lake County, Florida;
 - iv. The deposition of any experts that intend to testify at the arbitration hearing;
 - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
 - vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third-party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
 - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

28. Payment and Performance Bonds. Before commencing the Work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the Owner, and record in the public records of Lake County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes.

29. Public Records. Contractor understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under the Agreement are public records and shall be treated as such in accordance with Florida law.

30. Tax Exempt Direct Purchases. The parties agree that the Owner may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Agreement. In such event, the following conditions shall apply:

- a. The Owner represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The Owner may elect to implement a direct purchase arrangement whereby the Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of Owner tax exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the Owner to determine which materials will be treated as Direct Purchase Materials.
- d. The Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the Owner; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the Owner will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

- e. The Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. The Owner shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the Owner shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the Owner. The Owner shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the Owner shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The Owner shall maintain builder's risk insurance on the Direct Purchase Materials.

31. Scrutinized Companies Statement. Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit K**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the Owner may immediately terminate the Contract.

32. Public Entity Crimes Statement. Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Agreement represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit L**.

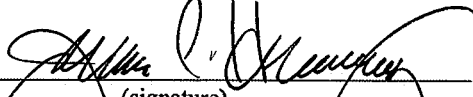
33. Trench Safety Act Statements. Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit M**.

34. Construction Defects. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

[Signature Page Follows]

AGREED AND ACCEPTED:

**Owner: Avalon Groves Community
Development District**

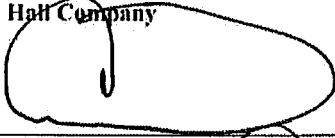
By: 
(signature)

Name: JAMES P. HARVEY
(printed)

Title: CHAIRMAN

Date: MAY 14, 2018

Jon M. Hall Company

By: 
(signature)

Name: KELLI CARSON
(printed)

Title: PRESIDENT

Date: 5/9/18

Exhibit A

PLANS AND SPECIFICATIONS



JON M. HALL
COMPANY
 Site Development Since 1974

PROPOSAL DATE: 7/19/2017

RCO # 6

PROJECT: SAWGRASS BAY BLVD
 OWNER: Kotler

PROPOSAL SUBMITTED TO:

Kotler Land Partners LLC

MAILING ADDRESS

14025 River Edge Drive, Suite 175

CITY, STATE, ZIP:

Tampa, FL 33637

E-MAIL

central@kotler.com

PHONE

813-616-1244

ATTN:

Candice Smith

SCOPE OF WORK: Additional Driveways - Roadway Turnouts

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.01	5.200	3.5 Asphalt (2.5 SP-9.5 Structural, 1" Friction Course)	1,062.00	SY	\$ 21.00	\$ 22,302.00
1.02	5.110	10" Limerock Base	1,062.00	SY	\$ 13.00	\$ 13,806.00
1.03	5.050	12" Stabilized Subgrade LBR 40	1,062.00	SY	\$ 3.80	\$ 4,035.60
1.04	5.500	Signage & striping	1.00	LS	\$ 6,800.00	\$ 6,800.00
1.05	11.100	Sidewalks	78	SY	\$ 28.00	\$ 2,184.00
1.06	11.100	ADA Ramps	6	EA	\$ 1,066.00	\$ 6,396.00
1.07	11.100	Valley Gutter	110	LF	\$ 11.00	\$ 1,210.00
						\$
TOTAL						\$ 56,733.60

Thank you for the opportunity of providing a proposal for this project. We look forward to being a part of your construction team.

Sincerely,

Proposal Accepted By:
 Kotler Land Partners LLC

Ramin Azar
 PROJECT MANAGER
 Jon M. Hall Company
 1920 Boothe Circle Suite 230
 Longwood, FL 32750
 Phone 386-717-2217
 Fax 407 215-0411
www.jonmhallcompany.com
razar@jonmhallcompany.com

Date	Printed Name	Authorized Signature

I/We as authorized representative of the owner accept this proposal on qualifications therein and direct Jon M Hall Company to proceed with

FINAL CONSTRUCTION PLANS FOR AVALON GROVES - TURN LANES

SECTION 24, TOWNSHIP 24 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

PARCEL ID'S: 24-24-26-0002-0000-0500
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24-24-26-0002-0000-0100
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24-24-26-0001-0000-0300
24-24-26-0003-0000-1000
13-24-26-0003-000-0400
13-24-26-0001-000-0200

FOR

VK AVALON GROVES, LLC
14025 RIVEREDGE DRIVE, SUITE 175
TAMPA, FL 33637
(813) 615-1244

INDEX OF SHEETS

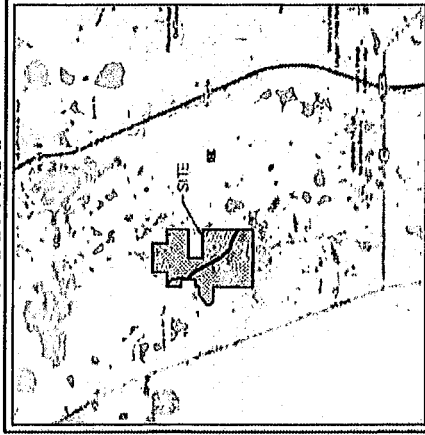
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1-1	BOUNDARY/TOPO SURVEY
SY-1	SYMBOLS AND ABBREVIATIONS
NT-1	GENERAL NOTES AND DETAILS
OV-1	OVERALL SITE PLAN
ST-1 - ST-2	SITE PLANS
DG-1 - DG-2	DRAINAGE AND GRADING PLANS
DT-1 - DT-2	CONSTRUCTION DETAILS



MADDEN
MOORHEAD & STOKES, INC.
CIVIL ENGINEERS

431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
FAX (407) 629-8336

VICINITY MAP



SCALE 1" = 5000

PROJECT TEAM MEMBERS:

APPRAISER
AVALON GROVES, LLC
14025 RIVEREDGE DRIVE, SUITE 175
TAMPA, FLORIDA 33637
PHONE (813) 615-1244

OWNER
MORRIS, MOORHEAD, & STOKES, INC.
14025 RIVEREDGE DRIVE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330

GEOTECHNICAL ENGINEER
GEO CONSULTING, INC.
6500 BROADWAY
DELAWARE, FL 33008
PHONE (407) 798-1377

SURVEYOR
MORRIS, MOORHEAD, & STOKES, INC.
14025 RIVEREDGE DRIVE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330

CONSULTING ENGINEER/ARCHITECT
MORRIS, MOORHEAD, & STOKES, INC.
14025 RIVEREDGE DRIVE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330

CIVIL DESIGN AND ENGINEERING FIRM
MORRIS, MOORHEAD, & STOKES, INC.
14025 RIVEREDGE DRIVE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330

DATE OF SURVEY: 1987
BY: [Name]
PROJECT: [Name]

STATE OF MISSISSIPPI
COUNTY OF [Name]

TOPOGRAPHIC PURPOSE AVALON GROVES PHASE



LEGAL DESCRIPTION

[Detailed legal description text, including bearings, distances, and area calculations for the surveyed land.]

SCHEDULE DESCRIPTION

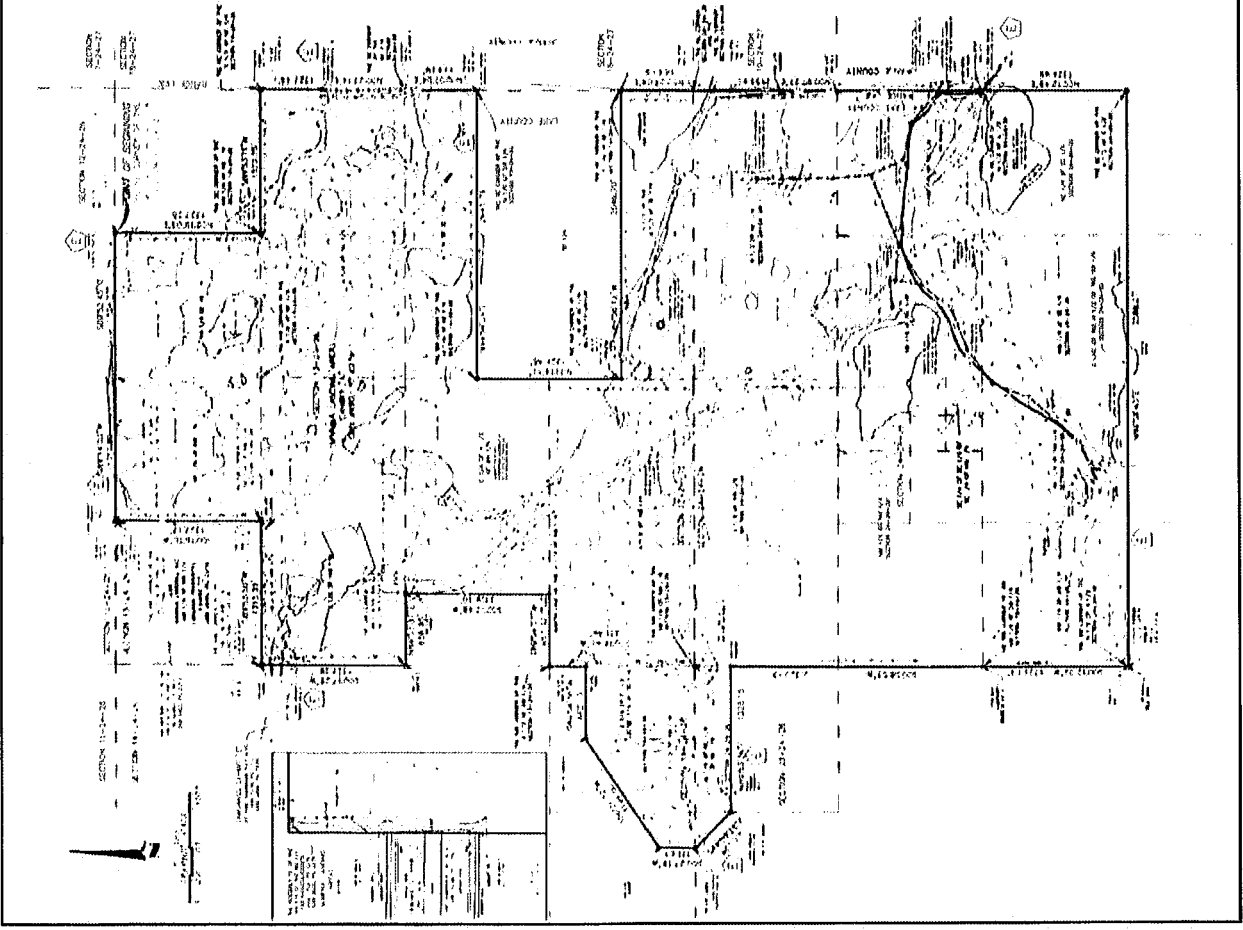
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SURVEYOR'S NOTES

[Detailed surveyor's notes, including remarks on the survey process, weather conditions, and any discrepancies found.]





MADDEN
 CIVIL ENGINEERS
 431 E. Bay Street
 Miami Beach, Florida 33139
 Phone: (305) 358-1234
 Fax: (305) 358-1235

OVERALL SITE PLAN
 FOR
AVALON GROVES
 LAFAYETTE COUNTY, FLORIDA

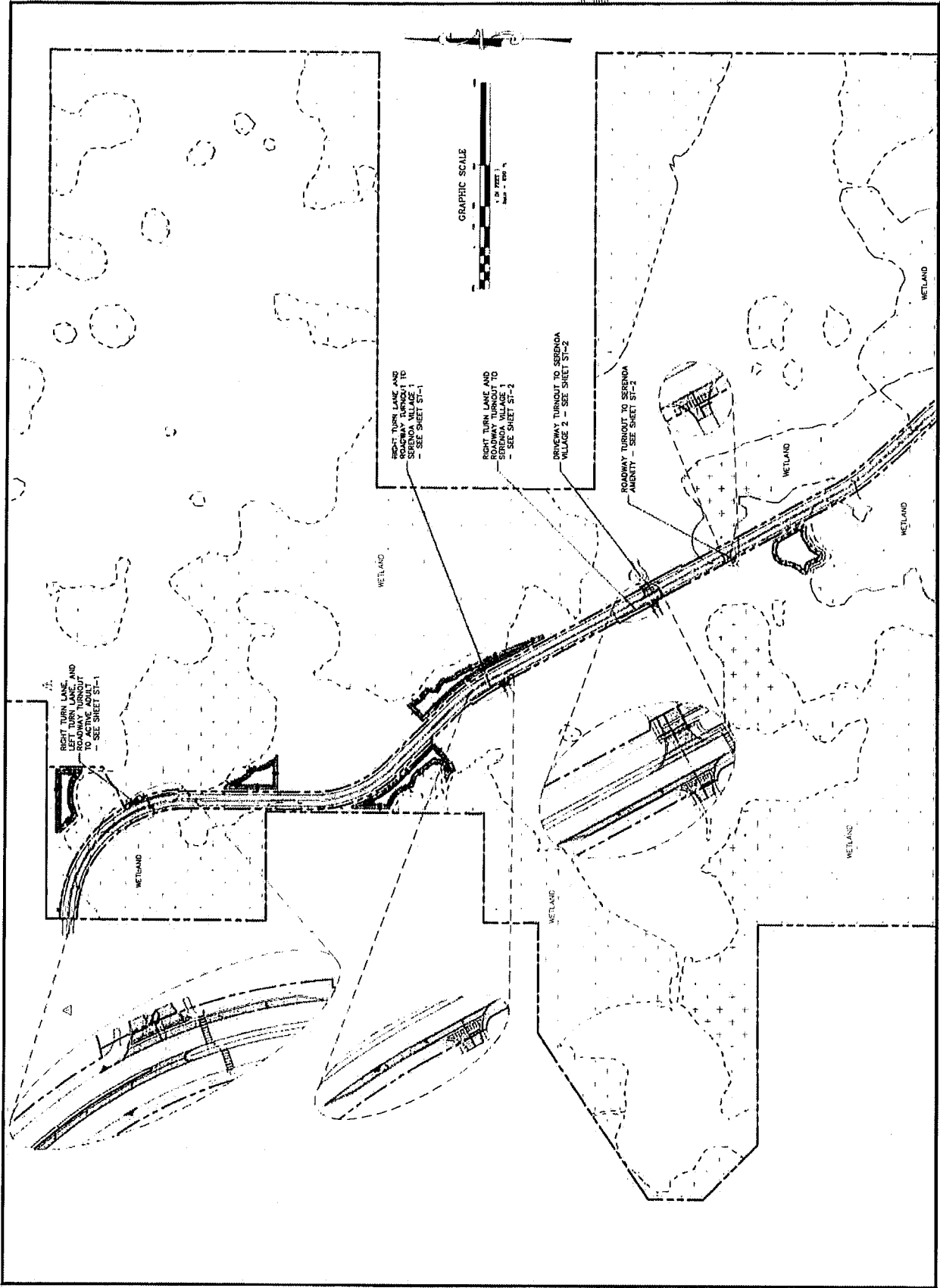
JK AVALON GROVES, LLC
 14625 WOODBINE DRIVE, SUITE 100
 MIAMI, FL 33187
 (305) 833-1234



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CLIENT	
DESIGNED BY	
CHECKED BY	
APPROVED BY	

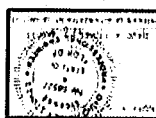
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MADDEN CIVIL ENGINEERING
 1111 S. 10th Street
 Suite 200
 Lincoln, NE 68502
 (402) 441-1111

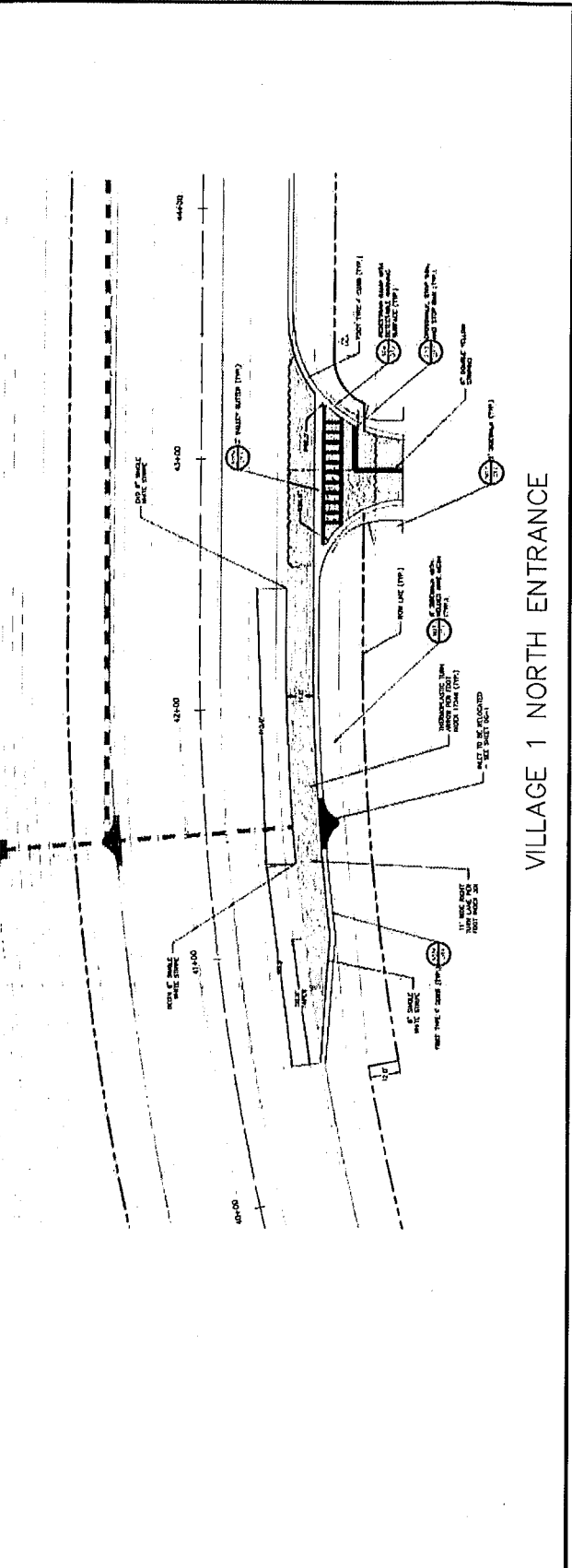
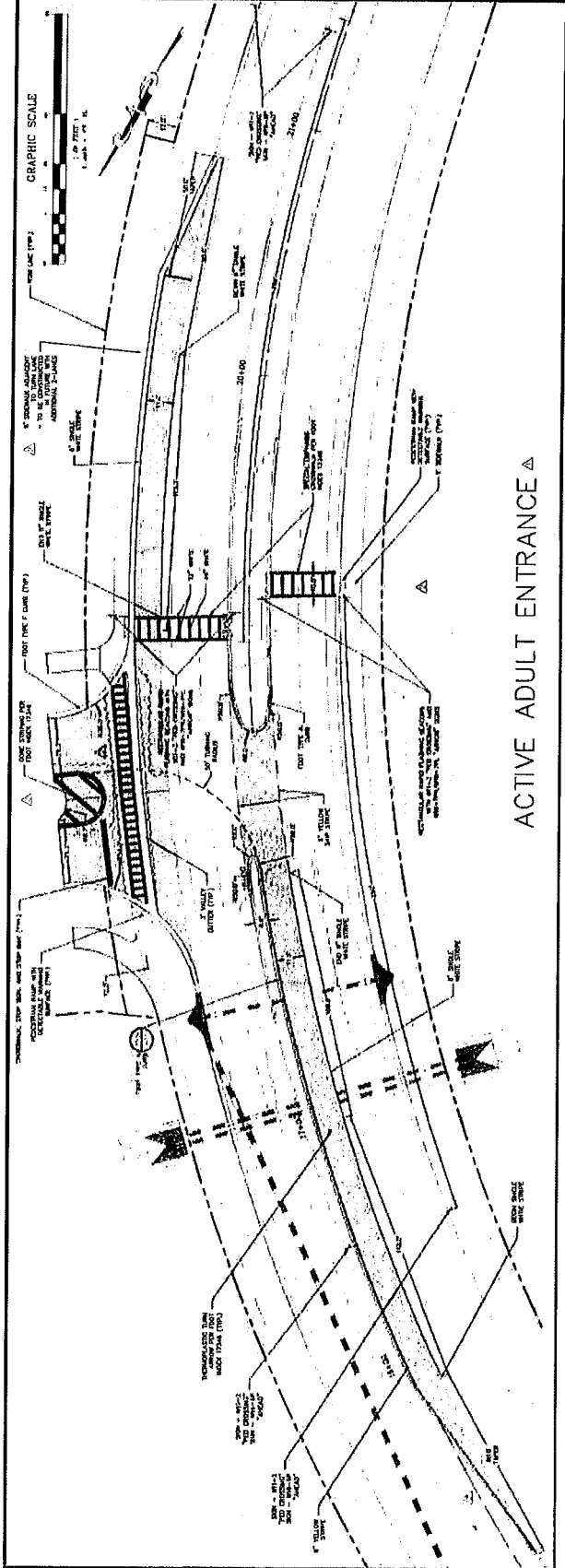
AVALON GROVES
 FOR
SITE PLAN
 LAKE COUNTY

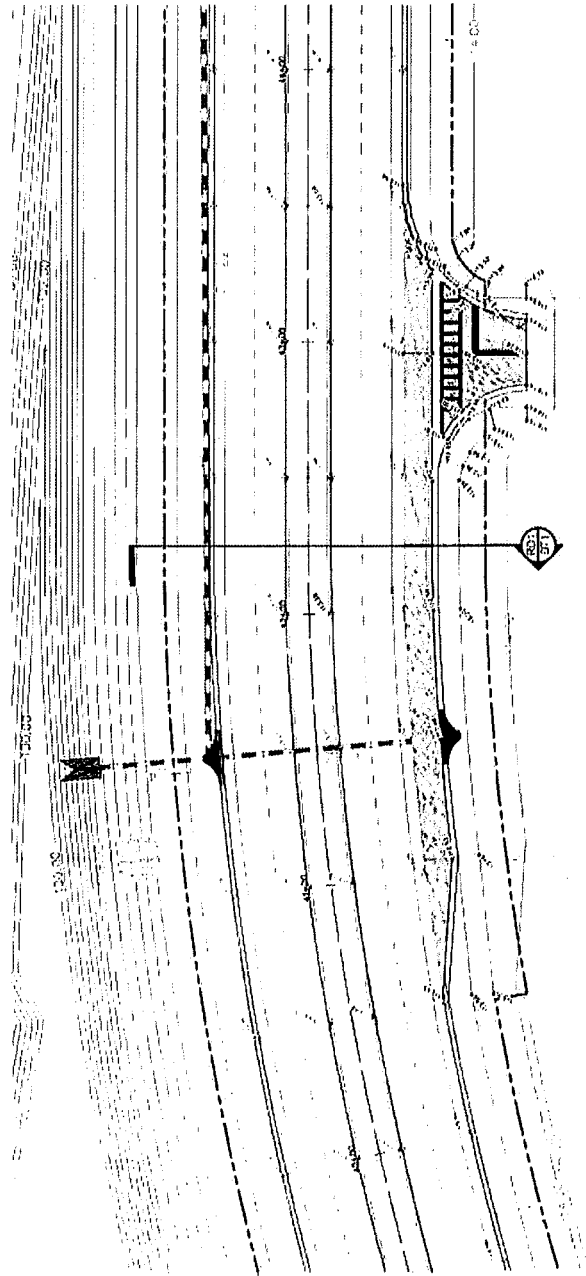
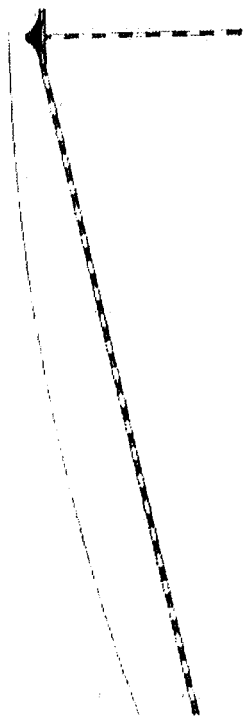


WK AVALON GROVES, LLC
 1425 S. 10th Street
 Suite 200
 Lincoln, NE 68502
 (402) 441-1111

DATE: 3/27/17
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

ST-1







MADDEN
ENGINEERING
431 E. Avenida, Avondale
Metairie, Louisiana 70002
(504) 835-2222

AVALON GROVES
FOR
DRAINAGE AND GRADING PLAN
FOR
LAKE COUNTY, FLORIDA

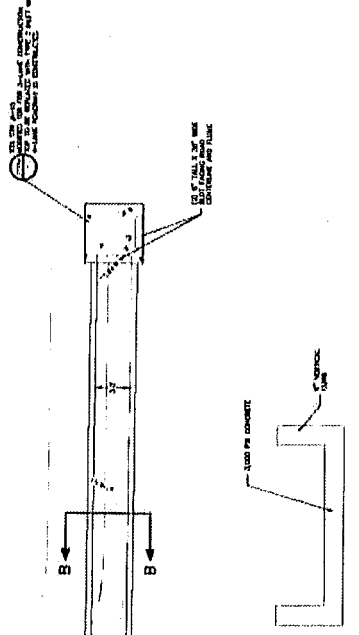
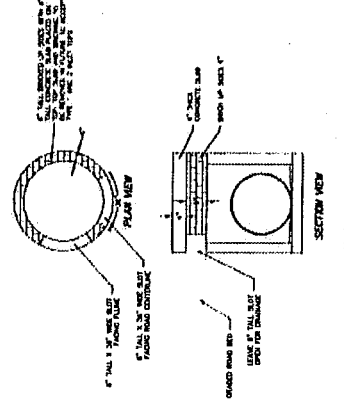
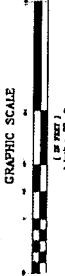
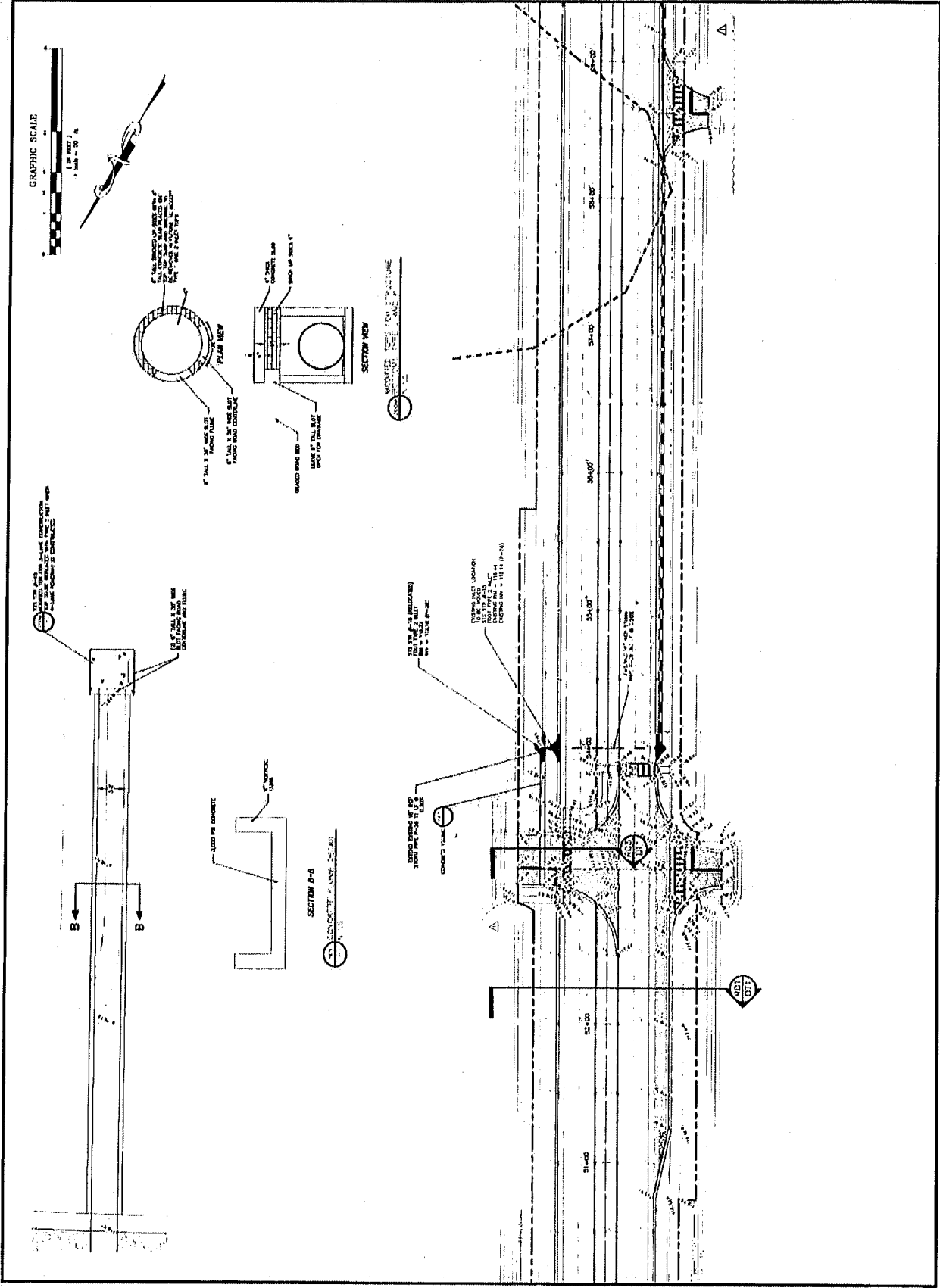
VK AVALON GROVES, LLC
1401 W. ...
...



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DATE	
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DRAWN BY	
CHECKED BY	
DATE	

DG-2



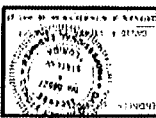
SECTION B-B
CONCRETE CATCH BASIN

EXISTING UTILITY LOCATION
CONCRETE TRUNK
CONCRETE MANHOLE



CONSTRUCTION DETAILS
FOR
AVALON GROVES
LAKE COUNTY, FLORIDA

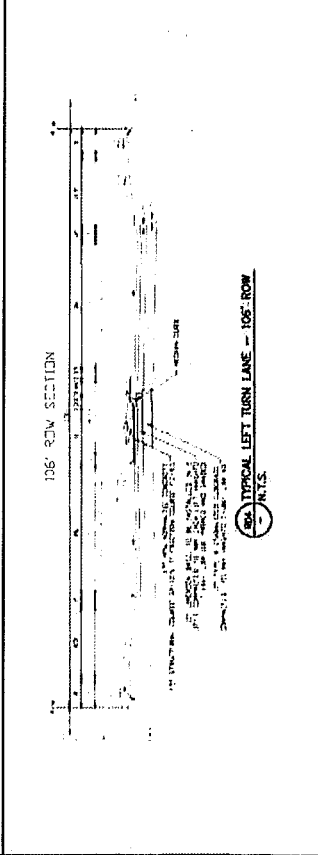
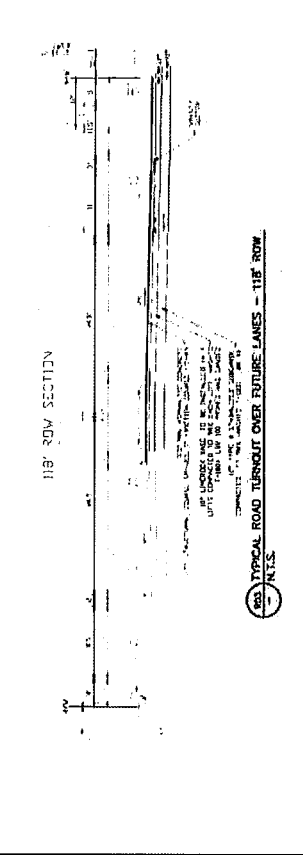
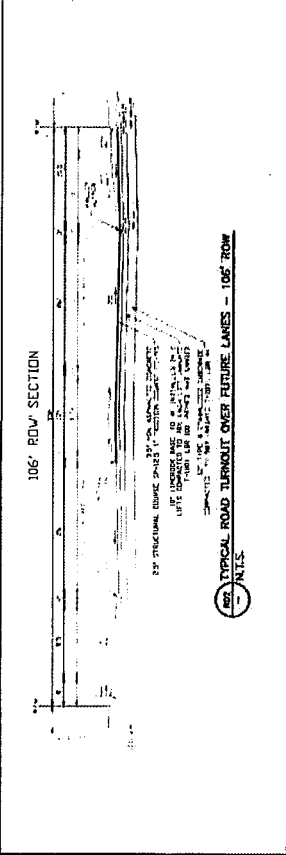
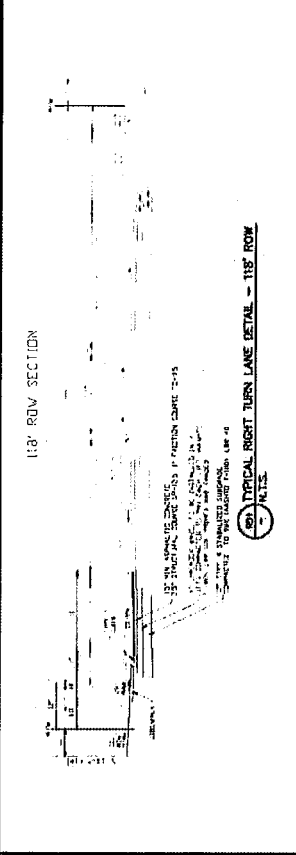
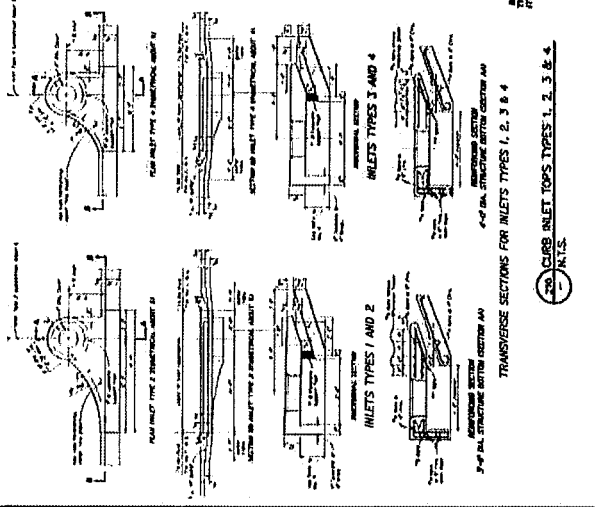
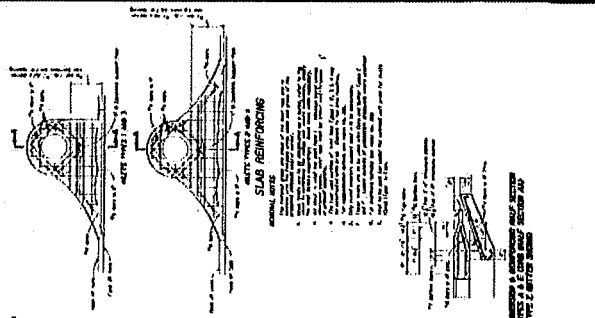
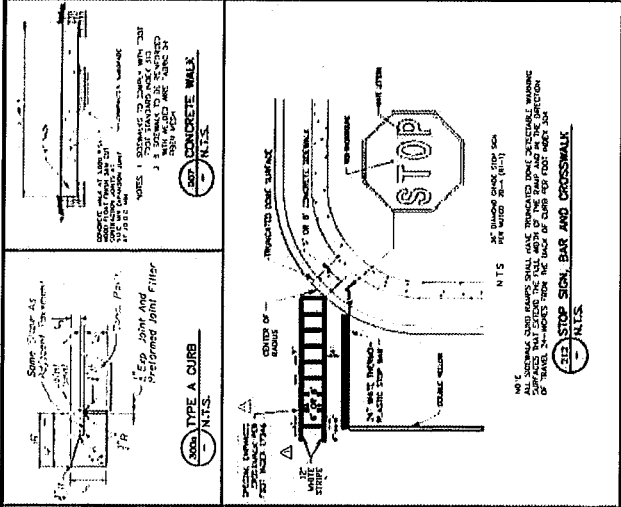
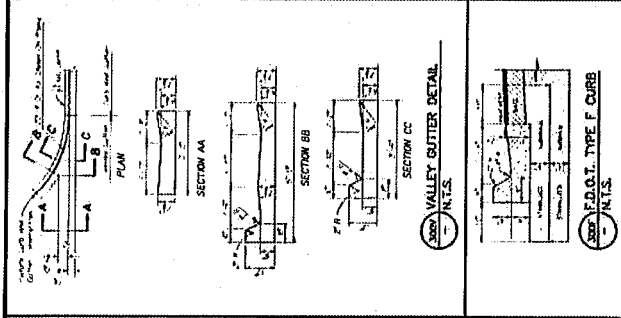
YK AVALON GROVES, LLC
1100 S. W. 12th St.
Miami, FL 33135
305.833.1234



NO.	REVISION	DATE

DATE: 11/15/2017	TIME: 10:00 AM
PROJECT: AVALON GROVES	LOCATION: LAKE COUNTY, FL
DRAWN BY: J. SMITH	CHECKED BY: M. JONES
SCALE: AS SHOWN	UNIT: FEET

DT-1





CONSTRUCTION DETAILS
FOR
AVALON GROVES
LAKE COUNTY
FLORIDA

VK AVALON GROVES, 117
1700 AVONDALE BLVD., SUITE 100
AVONDALE, FL 33003
TEL: (305) 955-1171
FAX: (305) 955-1172



DATE	DESCRIPTION

DATE	
BY	
CHECKED BY	
APPROVED BY	

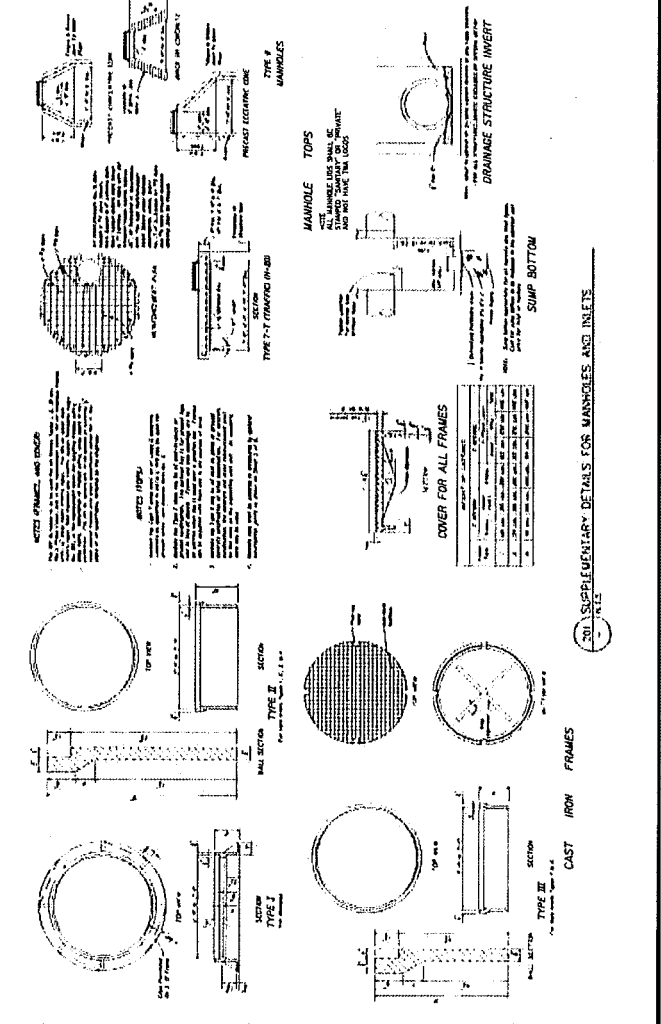
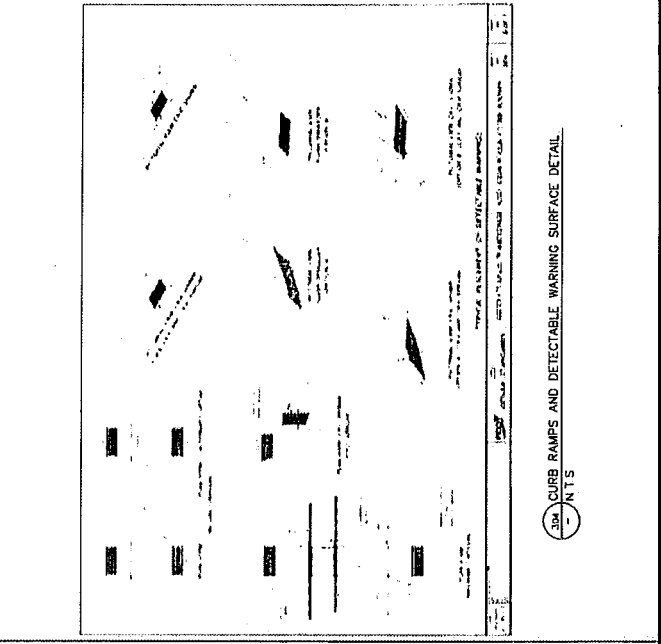
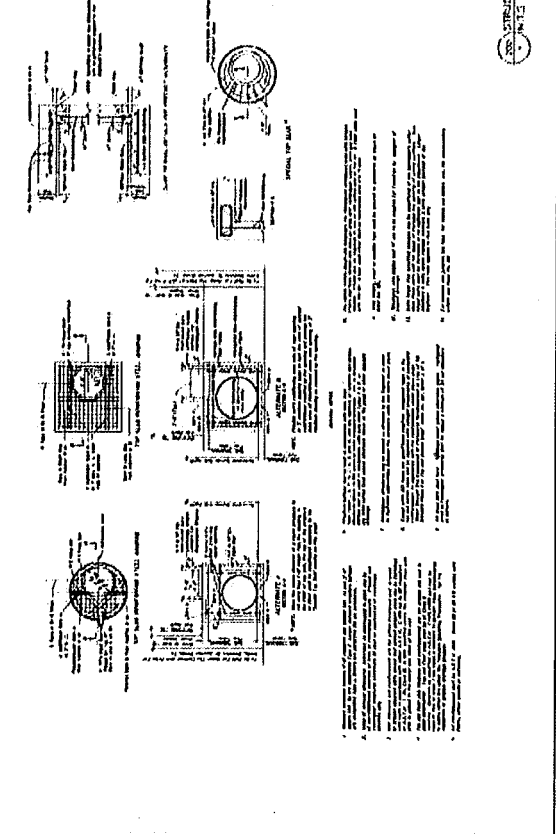
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SLAB BEAMS - SQUARE AND RECTANGULAR FRAMES

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SLAB BEAMS - ROUND STRUCTURES

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200 SUPPLEMENTARY DETAILS FOR MANHOLES AND INLETS

Exhibit B

CONSTRUCTION SCHEDULE

Exhibit C

TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

Exhibit D

GENERAL CONDITIONS

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

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

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

1. General.

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

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

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

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

in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

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

present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a \$150 fine/per occurrence.

- H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All moves as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).
- I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.
- J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.
- K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.
- L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval

by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

- M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor \$100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.
- N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**
- O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.
- P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.
- a. Contractor's personnel shall not remove protective devices (if applicable).
 - b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

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

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

2. Job Conduct.

- A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project.

Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.

- B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.
- C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers' employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:
- a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
 - b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite

- and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.
- c. Contractor will assist Owner in complying with the OSHA Regulations.
 - d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.
 - e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

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

- D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and

shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.

- E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:
1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
 2. No loud radios, music, or unnecessary noise on the site.
 3. No distraction of fellow workers.
 4. No alcohol or drugs on the site.
 5. No weapons of any kind on the site.
 6. No profanity or discourteous conduct on the site.
 7. No horseplay or fighting on the site.
 8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
 9. No unauthorized vehicles or parking in any production area.
 10. No entry into an active blasting or barricaded area during active operations.
 11. No open fires.
- F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 21 of the Agreement.
- G. Contractor acknowledges that Contractor has a zero-tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit E

SITE SAFETY RULES

Contractor agrees as follows:

- 1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.
- 2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.
- 3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.
- 4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).
- 5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.
- 6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

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

Exhibit F

EMERGENCY ACTION PLAN

N/A

Exhibit G

INSURANCE REQUIREMENTS

Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751
Phone (321) 263-0132

RE: Insurance Requirements pursuant to that certain Contractor Agreement (“**Agreement**”) by and between Avalon Groves Community Development District (“**Owner**”) and Hardscapes 2, Inc. d/b/a Cornerstone Solutions Group (“**Contractor**”) (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

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

Evidence of Insurance Required:

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

The Certificate holders must be:

(1) Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 240
Maitland, FL 32751

AND

(2) VK Avalon Groves LLC (3) VK JV1 LLC (4) VK JV1 Funding LLC and (5) The Kolter Group LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

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

GENERAL LIABILITY

The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: \$1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), \$1,000,000 for Personal Injury liability, \$2,000,000 aggregate for Products-Completed Operations, \$2,000,000 General Aggregate

on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

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

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

AUTOMOBILE INSURANCE

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

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

- (a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.
- (b) This policy must include a documented waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).
- (c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.
- (d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.
- (e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE

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

PROFESSIONAL LIABILITY INSURANCE

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

CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

- (a) Owner, Developer, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;
- (b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;
- (c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.

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

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

Avalon Groves Community Development District

VK Avalon Groves LLC, VK JVI LLC, VK JVI Funding LLC, and The Kolter Group LLC

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

Exhibit H
PARTIAL WAIVER AND RELEASE OF LIEN

Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751

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

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

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20____.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____ 20____, by _____ as _____ of _____ a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

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

Exhibit I
FINAL WAIVER AND RELEASE OF LIEN

Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of \$ _____, paid by Avalon Groves Community Development District (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Serenoa Villages according to the plat thereof on file in the office of the Clerk of the Court in and for Lake, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

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

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this _____ day of _____ 20____.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____ 20____ by _____ as _____ of _____ a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION # _____

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

Exhibit J

FDEP – CONTRACTORS CERTIFICATION STATEMENT

INTENTIONALLY OMITTED

EXHIBIT K

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Avalon Groves Community Development District
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

- 2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
- 3. Based on information and belief, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 4. The entity will immediately notify the Avalon Groves Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2017, by _____ of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement
(SEAL)

My Commission Expires: _____

EXHIBIT L

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Avalon Groves Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____

4. Contractor's Federal Employer Identification Number (FEIN) is _____
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Dated this _____ day of _____, 2017.

Contractor: _____
By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____

My Commission Expires: _____

EXHIBIT M

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TRENCH
SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

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

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
 _____ Dollars \$ _____
 (Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2017.

Contractor: _____
By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TRENCH
SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

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

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 2017.

Contractor: _____
By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT 5



315 W. Main St., Suite 144 • P.O. Box 457 • Tavares, FL 32778 P 352-343-9734 F 352-343-3605 E Hays@lakevotes.com

April 17, 2018

Janet Johns
15310 Amberly Dr Ste 175
Tampa FL 33647

Re: District Counts

The number of registered voters within the Deer Island Community Development District as of April 15, 2018 is 153.

The number of registered voters within the Avalon Groves Community Development District as of April 15, 2018 is 36.

If we may be of further assistance, please contact this office.

Sincerely,

D. Alan Hays
Lake County Supervisor of Elections

OUR COMMITMENT

✓ Voter Confidence ✓ Excellent Service ✓ Accurate & Efficient Elections ✓ Responsible Financial Stewardship

EXHIBIT 6

RESOLUTION 2018-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGETS FOR FISCAL YEAR 2018/2019 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Avalon Groves Community Development District (“**District**”) prior to June 15, 2018, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“**Fiscal Year 2018/2019**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2018/2019 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2018

HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Lake County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2018.

ATTEST:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

STATEMENT 1
AVALON GROVES
GENERAL FUND
FY 2019 PROPOSED BUDGET

	FY 2016 ACTUAL	FY 2017 ACTUAL	2018 ADOPTED	2018 3/31/2018	2019 PROPOSED	VARIANCE 2018-2019
REVENUE:						
SPECIAL ASSESEMENTS (LANDOWNER OFF-ROLL)	\$ -	\$ -	\$ 300,474	\$ 92,673	\$ 320,435	\$ 19,961
DEVELOPER FUNDING	19,617	149,087		43,036	-	\$ -
TEMPORATY DEPOSIT ACCOUNT				2,481		
TOTAL REVENUE:	19,617	149,087	300,474	138,190	320,435	19,961
EXPENDITURES:						
GENERAL ADMINISTRATIVE:						
DISTRICT MANAGEMENT SERVICES	8,000	44,000	8,000	20,000	32,000	24,000
DISTRICT ACCOUNTING SERVICES	-	-	24,000	-	-	(24,000)
BANK FEES	-	28	150	-	150	-
AUDITING	-	-	3,500	-	2,500	(1,000)
REGULATORY AND PERMIT FEES	100	175	175	175	175	-
LEGAL ADVERTISEMENTS	496	6,037	750	889	4,000	3,250
ENGINEERING SERVICES	-	4,975	10,000	1,719	12,000	2,000
LEGAL SERVICES	10,844	79,902	16,000	28,978	25,000	9,000
TECHNOLOGY & WEBSITE ADMIN.	177	960	960	580	960	-
MISCELLANEOUS (appraisal, mailing, etc.)	-	5,600	500	3,104	500	-
TOTAL GENERAL ADMIN.	19,617	141,677	64,035	55,446	77,285	13,250
INSURANCE:						
INSURANCE	-	2,410	5,851	5,300	5,830	(21)
TOTAL INSURANCE	-	2,410	5,851	5,300	5,830	(21)
DEBT SERVICE ADMIN. :						
DISCLOSURE REPORT	-	5,000	5,000	5,000	5,000	-
ARBITRAGE REBATE	-	-	700	-	1,500	800
TRUSTEE FEES	-	-	3,800	7,000	7,500	3,700
TOTAL DEBT SERVICE ADMIN.	-	5,000	9,500	12,000	14,000	4,500
UTILITIES:						
UTILITIES-ELECTRICITY	-	-	2,500	-	2,500	-
STREETLIGHTS	-	-	62,454	-	68,400	5,946
UTILITY CONTINGENCY	-	-	5,000	-	5,000	-
TOTAL UTILITIES:	-	-	2,500	-	75,900	5,946
PHYSICAL ENVIRONMENT:						
LAKE & POND MAINTENANCE	-	-	20,400	1,605	6,420	(13,980)
LANDSCAPE MAINTENANCE(Ponds, Ph 1A & Serenoa Blvd.)	-	-	95,734	7,980	106,000	10,266
LANDSCAPE - MISC.	-	-	5,000	-	5,000	-
WETLAND MITIGATION & MONITORING	-	-	14,000	2,800	14,000	-
FIELD MANAGEMENT	-	-	6,000	-	6,000	-
FIELD CONTINGENCY	-	-	5,000	-	5,000	-
HARDSCAPE REPAIRS & MAINT.	-	-	5,000	-	5,000	-
BUILDOUT CONTINGENCY	-	-	-	-	-	-
TOTAL PHYSICAL ENVIRONMENT	-	-	151,134	12,385	147,420	(3,714)
TOTAL EXPENDITURES:	19,617	149,087	233,020	85,131	320,435	19,961
EXCESS OVER (UNDER) REVENUES:	-	-	67,454	53,059	-	-

**STATEMENT 2
AVALON GROVES
FY 2019 PROPOSED BUDGET
GENERAL FUND (O&M) ASSESSMENT ALLOCATION**

1. ERU Assignment and Calculation

Phase	Planned Lots	ERU / Lots	Total ERU
AA 1	580	1.00	580
AA 2	479	1.00	479
Total	1059		1059

1a. ERU Allocation Driver based on Development Status of Lots

	Platted	Un-Platted	Total Lots
Assessment Area One	195	385	580
Assessment Area Two	221	258	479
Total Lots	416	643	1059
Assigned ERU	1.00	1.00	
Total Assigned ERU	416	643	1059
% Allocation per share of ERU	39.28%	60.72%	

2. O&M Assessment Requirement ("AR") - IF all assessments are ON Roll

Expenditures	Platted Lots	Un-Platted Lots	Grand Total /(1)	Share of Total	Benefit to Un- Platted /(2)
GENERAL ADMINISTRATIVE	30,359	46,926	77,285	24.12%	Yes
INSURANCE	2,290	3,540	5,830	1.82%	Yes
DEBT ADMINISTRATION	14,000	-	14,000	4.37%	No
UTILITIES	75,900	-	75,900	23.69%	No
PHYSICAL ENVIRONMENT	147,420	-	147,420	46.01%	No
Subtotal (Net) /[a]	269,970	50,465	320,435	100.0%	
Early Payment Discount	11,738	2,194	13,932		
County Charges	11,738	2,194	13,932		
Total (Gross)	293,445	54,854	348,299 [b]		
Share of Total Expenditures	84.25%	15.75%	100.00%		
Total ERU	416.0	643.0	1,059.0 [c]		
Total AR / ERU - GROSS	\$ 705.40	\$ 85.31	\$ 328.90 [b] / [c]		
Total AR / ERU - NET	\$ 648.97	\$ 78.49	\$ 302.59 [a] / [c]		

2a. Allocation of O&M Assessment: FY 2019

Status	Lots	ERU / Lot	Net Assmt / Lot	Gross Assmt / Lot	Total Gross Assmt
Platted	416	1.00	\$ 649	\$ 705	\$ 293,446
Un-Platted	643	1.00	\$ 78	\$ 85	\$ 54,854
Total	1059				\$ 348,301

3. Allocation of O&M Assessment: FY 2018

Status	Lots	ERU / Lot	Net Assmt / Lot	Gross Assmt / Lot	Total Gross Assmt
Platted	416	1.00	\$ 620	\$ 674	\$ 280,480
Un-Platted	643	1.00	\$ 66	\$ 72	\$ 46,129
Total	1059				\$ 326,609

4. Change from Prior Fiscal Year

Status	Lots	ERU / Lot	Change in Gross Assmt / Lot	% Change Gross Assmt / Lot	Total Gross Assmt Change
Platted	416	1.00	\$ 31	5.02%	\$ 12,966.72
Un-Platted	643	1.00	\$ 14	20.56%	\$ 8,725.51
Total	1059				\$ 21,692

**STATEMENT 3
AVALON GROVES CDD
FY 2019 PROPOSED CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL CONTRACT \$	COMMENTS (SCOPE OF SERVICE)
DISTRICT MANAGEMENT SERVICES	DPFG	\$32,000	Estimated at \$4,000 per meeting, estimated at 8 meetings
DISTRICT ACCOUNTING SERVICES	DPFG	\$0	
BANK FEES	Bank United	\$150	
AUDITING SERVICES	DMHB	\$2,500	Audit fees per engagement letter are as follows, \$2,500 for FY 2017, \$2,600 for FY 2018 and \$2,750 for FY 2019
REGULATORY AND PERMIT FEES	State of Florida	\$175	
LEGAL ADVERTISEMENTS	Daily Commercial	\$4,000	Increase in budget in anticipation of a bond issuance
ENGINEERING SERVICES	Heidt Design	\$12,000	
LEGAL SERVICES	Hopping Green & Sams	\$25,000	Amounts increased in anticipation of bond issuance
TECHNOLOGY & WEBSITE ADMINISTRATION	Atlas Professional Services	\$960	
MISCELLANEOUS		\$500	
INSURANCE	EGIS	\$5,830	Professional Liability is \$2,651. General liability estimated at \$3,200. Will need to add property schedule as completed.
DISCLOSURE REPORT	DPFG	\$5,000	
ARBITRAGE REBATE		\$1,500	Increase in budget in anticipation of a bond issuance
TRUSTEE FEES		\$7,500	Increase in budget in anticipation of a bond issuance
UTILITIES		\$2,500	Estimated for lift stations, etc.
STREETLIGHTS		\$68,400	Streetlights for FY 2018 includes 70 poles. Estimated at \$5,700 monthly for purchase and install for 36 months
UTILITY CONTINGENCY		\$5,000	Estimated
LAKE & POND MAINTENANCE	Lake & Werland Management	\$6,420	Lake management service including algae, border grass, and invasive plant control
LANDSCAPE MAINTENANCE		\$106,000	Based on estimate received from Rabdy Suggs
LANDSCAPE MISC.		\$5,000	Miscellaneous
WETLAND MITIGATION & MONITORING	BioTech	\$14,000	Collector Road - \$6,000. One time baseline setup-\$3,600. Phase 1A-\$2,800 and One time baseline setup-\$1,600
FIELD MANAGEMENT		\$6,000	
FIELD CONTINGENCY		\$5,000	
HARDSCAPE REPAIRS & MAINTENANCE		\$5,000	
BUILDOUT CONTINGENCY		\$0	
Total		\$320,435	

EXHIBIT 7



Avalon Groves CDD
1060 Maitland Center Commons Ste. 340
Maitland, FL 32751

Dear Ms. Candice Smith,

Thank you for allowing us the opportunity to submit a proposal for the care and maintenance of your lawn in Clermont. Randy Suggs, Inc. has been the premier choice for landscaping and environmental services in the Central Florida area for 40 years. We were founded on the principles of a simple maxim: *Do it right the first time*. With this in mind, we continually strive for complete customer satisfaction through rigorous quality control and operating on only the highest standards of excellence. Our goal is to make sure that your landscaping has that *certain* something which sets it apart and provides you with the greatest level of enjoyment.

Lawn Services	Monthly	Yearly
Landscape Maintenance	\$6,685.00	\$80,220.00
Spray/ Fertilization Application	\$1,200.00	\$14,400.00
Irrigation Checks	\$900.00	\$10,800.00

Additional services, such as mulch replacement, annual installation, and tree/ palm trimming above 12' are available for an extra fee on a per-needed basis.

Once again, thank you for your time and consideration of this proposal. I have no doubt that you will be pleased by choosing Randy Suggs, Inc. for your landscaping needs. If you have any questions or concerns, please do not hesitate to contact me at 407-886-8835.

Thank You,

Brandon Colte Suggs
Randy Suggs, Inc.

Randy Suggs, Inc.
Turf & Ornamental Care Service Agreement

This agreement is made between Randy Suggs, Inc. with an address of P.O. Box 1141 Apopka, FL 32704 and Avalon Groves CDD with an address of 1060 Maitland Center Commons Ste. 340, Maitland, FL. 32751 on this 1st day of June, 2018.

- I. **Description of Work.** Contractor agrees to provide all labor, supervision, equipment, and transportation necessary to execute this agreement and perform the lawn maintenance services specified in the scope of work. There shall be no variance from the scope of work unless expressly stated through an addendum to this agreement

- II. **Length of Agreement.** This agreement shall begin on the 1st day of June, 2018 and continue for a period of one year ending on the 31st day of May, 2019. This agreement will automatically renew for an additional one-year period under the same terms and conditions unless modified or cancelled by either party at least thirty days prior to the renewal date. Any services provided before the starting date of this agreement shall be billed on a pro-rata basis.

- III. **Compensation for Services.** Owner/ Agent agrees to pay Contractor \$105,420.00 per year as total compensation for performance of the terms of this agreement. Billing shall be done and payment made on a monthly basis at \$8,785.00 per invoice. Services requested and provided outside of the scope of services shall be billed additionally during the month in which the service and/ or products were provided. Payment for services in a particular month will be due and payable to the contractor not later than the twentieth (20th) of the month for which the service is billable. All invoices not paid within thirty (30) days will be subject to a 1.5% service charge, or 18% annually. Invoices shall be sent electronically, when possible, to the Email address on file for the Owner/ Agent. If no Email address is available, invoices will be sent to: 1060 Maitland Center Commons Ste. 340, Maitland, FL. 32751.

- IV. **Location of Services.** All services within the scope of this agreement will be performed by the Contractor at Serenoa Community, Sawgrass Bay Blvd. and Serenoa Villages.

- V. **Schedule of Service.** Contractor shall perform services within the scope of this agreement on a routine basis during normal working days and hours. While requests for specific days and times cannot always be guaranteed, Contractor will make every attempt to schedule service at a time that takes into consideration the needs of the Owner/ Agent and the overall function of the property. Due to forces beyond the reasonable control of the Contractor, such as inclement weather, Acts of God, and other force majeure, it may, from time to time, be necessary to temporarily reschedule the day and time during which service is to be performed. Contractor will make every attempt to provide Owner/ Agent with prior notice if such a situation arises. Due to the

unpredictable nature of Florida weather, it may not always be possible to provide prior notice. Such delays and rescheduling will not affect or diminish the services and scope of work to be provided under this agreement.

VI. Insurance and Licenses. Contract will provide to Owner/ Agent, upon request, evidence of required insurance. Contractor further agrees to maintain at all times all licenses and permits necessary to perform the services of this agreement.

VII. Property Damage. Contractor agrees to reimburse Owner/ Agent for any damages personal and/or real property of the aforementioned property, which is caused by the Contractor's employees or agents. Damages must be reported to the Contractor within forty-eight (48) hours after the work was performed which caused the damage. Damages not reported within forty-eight (48) hours will be repaired at the Contractor's discretion.

VIII. Cancellation of Contract. If the Contractor falls below acceptable industry standards in its performance of the services provided for in the scope of this agreement, the Owner/ Agent shall notify the Contractor in writing of each specific deficiencies. The Contractor requests to be given the opportunity to remedy the stated deficiencies.

Should the Owner/ Agent at any time wish to terminate this agreement, this agreement may be terminated with or without cause by either party with thirty (30) days written notice.

Should it become necessary for either party to institute legal action for the enforcement of any provisions of this agreement, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action.

IX. Pre-Existing Conditions. Contractor shall not be held liable or responsible for any pre-existing conditions or damaged caused by others, hurricanes, lightning, tornadoes, severe wind, freezes, frosts, floods, drought, construction work, or any other Acts of God. Contractor shall further not be held liable or responsible for damage to turf and/ or landscaping caused by mandatory water restrictions placed on the property by the governing water district.

X. Scope of Services. The work and services of this agreement are to provide landscape and lawn maintenance of the aforementioned property. The scope of services, as outlined below, are necessary to sustain all turf and plant materials in a healthy, aesthetically pleasing condition and to maintain a completely operational irrigation system. All associated plant areas are to be kept in a continuously healthy, neat, clean, and debris-free condition while this agreement is in force.

a. Mowing. Mowing of all turf areas will be performed once per week during the summer months of April through October 15th and once every other week during

the months of October 16th through March, based on the dormancy of the grass. Based on the dormancy of the grass during the winter months, further reduction of mowing frequency may be warranted.

- b. **Edging.** Edging of all sidewalks, curbs, pathways, and other paved surfaces will be performed during each mowing cycle. Edging s to be defined as outlining and/or removing turf from the above mentioned borders by use of a mechanical edger.
- c. **Trimming.** Trimming around obstacles where a mower cannot reach, such as around sign posts, trees, shrubs, or poles, shall be completed during each mowing cycle by use of a string trimmer, chemical, or other mechanical means.
- d. **Blowing.** Walks, curbs, and other paved surfaces adjacent to turf areas and/or other landscaping elements will be kept clean of debris generated by the performance of lawn maintenance services. When using forced air machinery, care will be taken to prevent blowing grass clippings into beds or onto hardscape surfaces.
- e. **Plant area Detailing.** Detailing of all plant material will be performed in a sectional method, with the frequency of rotation being a minimum or once every three to four weeks for each individual section. The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamental trees and groundcovers, removal of under story tree suckers as well as the defining of bed lines, tree saucers, and the removal of unwanted vegetation (weeds).
- f. **Tree Trimming & Pruning.** Under story trees and street trees located in common areas will be canopied up to 8' – 10' in a manner that will prevent interference with pedestrian walkways, streets, and will assist in the overall general appearance of the property. Any tree canopies exceeding 10' in height or limbs larger than 1.5" are not included in this agreement but can be requested for an additional service fee on an as-needed basis.

Palm trees up to 12' in height will be trimmed of excess fronds and unwanted seed pods and debris during the sectional rotation. Trimming of palm trees in excess of 12' in height and all specimen palm trees requiring additional equipment or special techniques are not covered in this agreement but can be requested for an additional service fee on an as-needed basis.

- g. **Excessive Debris.** Clean-up and removal of storm damage debris, fallen trees, tree limbs, or excessive debris is not covered under this agreement but can be requested for an additional service fee on an as-needed basis.
- h. **Irrigation Maintenance.** Inspection of irrigation system, to include activating each zone of the system, checking for clogged heads or nozzles, checking irrigation heads for proper height and rotation, checking for leaks in pipes and heads, checking for damaged or missing heads, and checking the controller for proper watering schedule and resetting if necessary shall be performed on a monthly basis.

This agreement does not include irrigation repairs, parts, or labor, which will be billed as an additional cost.

To minimize damage and lead-time, Owner/ Agent may pre-authorize the Contractor to make necessary irrigation repairs during the monthly inspection at an amount not exceed \$_____ per month to be billed in addition to normal service. Any irrigation repair exceeding this agreed upon amount will require written approval as a separate work order.

- i. **Spray and Fertilization** Custom blended fertilization application and weed, insect, and disease control for beds and St. Augustine turf are included in this agreement.
- j. **Additional Services.** Additional products and services, such as mulch, bed dressing, or annual installation, is not included in this agreement but can be requested for an additional fee to be billed in addition to normal monthly service.

XI. Entire Agreement. This Lawn Maintenance Service Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this agreement and supersedes any and all other prior or contemporaneous written or oral agreements or understandings between them with respect to the subject matter contained herein.

XII. Agreed and Accepted. The parties hereto have duly entered and executed this agreement as of the day ad year first above written. The undersigned parties warrant that they are authorized representatives of the respective companies and/ or properties and have the requisite authority to bind their employer and/ or principal.

Randy Suggs, Inc.

Owner/ Agent

Authorized Signature

Authorized Signature

Name and Title

Name and Title

___/___/___
Date

___/___/___
Date

EXHIBIT 8

Graybar Financial Services®

Financing, Simplified

11885 Lackland Road · St Louis, MO 63146 · Phone: 800-241-7408 · Fax: 800-543-0274

Date: May 22, 2018

Avalon Grove Community Development District
15310 AMBERLY DR
Tampa, FL 33647

App # 448356

Dear Avalon Grove Community Development District,

Thank you for choosing Graybar Financial Services for your financing needs! Enclosed you will find all the necessary documents required to complete your transaction. The terms of your contract are as follows:

Contract Term: 60 months

Payment Amount: \$3,522.82 (plus any applicable taxes)

Please have an authorized officer, member or proprietor/owner based on legal structure, sign all the documents where indicated and return them to my attention at the above address via overnight mail. All documents should be completed in their entirety and include a signature, a printed name, the signer's title, and the date of execution.

Please use the checklist below to verify that all the required documents are included as indicated:

REQUIRED (X)

- Contract (please execute where designated and initial any pages where indicated)**
- Schedule A**
- Delivery & Acceptance Certificate or Pay Proceeds/Authorization to Disburse**
- ACH Form**
- Original Documents**

If you care to fax the documentation, you may do so to 800-543-0274. Please make sure to fax on the finest resolution or scan e-mailed documents for better clarity to me at Justin.Brase@Graybar.com.

Please feel free to contact me at with any questions!
Thank you,

Graybar Financial Services

AUTHORIZED SIGNER MATRIX

CORPORATIONS

OVER \$25K

- President
- Vice President
- Treasurer
- Controller
- Chief Executive Officer (CEO)
- Chief Financial Officer (CFO)
- Chief Operating Officer (COO)
- Chief Information Officer (CIO)
- Director of Finance
- Director of information Technology
- Administrator (Hospital and Nursing Homes only)

UNDER \$25K

- Information technology Manager
- Director of Purchasing
- Manager
- General Manager
- Operations Manager
- Branch Manager
- Facilities Manager
- Office Manager (non publicly held, professional associations/corps)

OTHER CORPORATIONS

NON PROFITS

- Refer to "CORPORATION"
- Administrator

PROFESSIONAL CORPORATION/ASSOCIATION

- Refer to "CORPORATION"

LIMITED LIABILITY CORPORATIONS

- Member/Managing Member
- Manager
- President, Vice President, Treasurer, Controller
- CEO, CFO, COO, CIO

PARTNERSHIPS

GENERAL PARTNERSHIP - General Partner (may be a legal entity, if so follow those rules as well)

LIMITED PARTNERSHIP - General Partner (may be a legal entity, if so follow those rules as well)

LIMITED LIABILITY PARTNERSHIP - General Partner (may be a legal entity, if so follow those rules as well)

SOLE PROPRIETORSHIP

- Owner

CHURCHES

- Refer to **NON PROFIT** (only President, Vice President, Treasurer, Controller, CEO, CFO, COO, CIO)

SCHOOL DISTRICTS

- Person authorized on board approval must sign all documents

UNIVERSITIES

PUBLIC

- Refer to "CORPORATIONS" (NON-PROFIT)
- Chancellor/Vice Chancellor
- Provost/Vice Provost/Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

PRIVATE

- Chancellor/Vice Chancellor
- Provost/Vice Provost/Associate Provost
- Director/Administrator of Financial Services
- Director/Administrator of Purchasing/Procurement

"OTHER" MUNICIPAL/STATE/LOCAL GOVERNMENT

- Person named in Incumbency Certificate must sign all documents
- Purchasing/procurement Director or similar title (up to \$50K)

Graybar Financial Services[®]

Financing, Simplified

LEASE AGREEMENT

11885 Lackland Road, St Louis, MO 63146
Phone: 800-241-7408, Fax: 800-543-0274

LESSEE INFORMATION					
Lessee Legal Name Avalon Grove Community Development District			Address 15310 AMBERLY DR		
City Tampa	County Tampa	State FL	Zip 33647	Phone 321-263-0132	
EQUIPMENT DESCRIPTION					
Unit Quantity	Description of Equipment: (indicate new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)				
1	47 Hubbell LED light fixtures and Valmont Poles (NEW)				
Equipment Location: Same () Other (X)		Address 250 International Pkwy, Ste. 280		City Lake Mary	State FL
				Zip 32746	
BASE TERM AND PAYMENT SCHEDULE					
Base Term in Months 60	Lease Payments: (X) Monthly () Quarterly () Other 60 Lease Payments at \$3,522.82 (Plus applicable taxes)		(a) Total Advance Lease Payment: 0 Months = \$0.00;** (b) A Security Deposit in the amount of: \$0.00; (c) A Documentation Fee in the amount of: \$250.00.		
Upon Lease expiration and 90 days prior notice to us, if you are not in default, you have the option to purchase not less than all the Equipment for the amount indicated below, plus applicable taxes: ___ FAIR MARKET VALUE ___ 10% of original Equipment cost X \$1.00			Due upon Lease signing: a + b + c = \$250.00. **If more than one month's Lease Payment is required as an Advance Lease Payment, the additional amount will be applied on the lease commencement date to Lease Payments in inverse order, starting with the last Lease Payment. If you are tax exempt please attach certificate and write your tax-exempt number below: # _____		
End of lease purchase option shall be Fair Market Value unless another option is selected.					
LESSEE SIGNATURE			PERSONAL GUARANTY: The undersigned guarantees that the Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against the Lessee, the Equipment or other collateral. The undersigned also waives all suretyship defenses and any notification if the Lessee is in default and consents to any extensions or modifications granted to the Lessee. In the event of a default, the undersigned will immediately pay any and all sums due in accordance with the default provisions of the Lease. Undersigned will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against undersigned or the Lessee. If more than one person has signed this personal guaranty, each of the undersigned agrees that his/her liability is joint and several. Undersigned authorizes us or any of our affiliates to obtain credit bureau reports and make credit inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.		
Lessee Legal Name Avalon Grove Community Development District			SIGNED X _____ SIGNED X _____		
Authorized Signature (Lessee agrees to the terms on page one and two of this Lease.) X			PRINT NAME: _____ PRINT NAME: _____ (Do not print title) (Do not print title)		
Print Authorized Signor Name: _____			E-Mail Address: _____ E-Mail Address: _____		
Authorized Signor Title: _____					
E-Mail Address: _____					
Dated _____					
FINANCIAL SERVICING, LLC By: _____ Title: _____ Date: _____					

TERMS AND CONDITIONS

Throughout this agreement the words "We," "Our," and "Us" refer to the Lessor, Financial Servicing, LLC. The words "You" and "Your" refer to the Lessee indicated above. You agree to lease the Equipment described above or in a schedule attached hereto ("Equipment") and agree to the terms and conditions of this Lease Agreement ("Lease").

1. LEASE PAYMENTS AND TERM: You agree to pay us the Lease Payments in advance of each month (or other payment period) during the Term. We may adjust the Lease Payments upward or downward by no more than 15% if the invoiced costs of the Equipment are different than the estimated amount we used to calculate the Lease Payments shown above. In the event the United States tax laws change prior to, or during, the Base Term, we have the right to increase the remaining Lease Payments to achieve our originally anticipated economic return. Your obligation to pay the Lease Payments and all other obligations herein are absolute, unconditional and non-cancellable and are not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever. The Lease shall be binding and enforceable on you upon your execution thereof. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date, as set forth in our invoice and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement

Date until the day preceding the first day of Base Term ("Interim Rent"). Interim Rent shall be due and payable as invoiced. **On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.**

2. DELIVERY, INSTALLATION AND ACCEPTANCE: You are responsible for arranging delivery and installation of the Equipment. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. We may require you to provide us a signed delivery and acceptance certificate. You authorize us to fill in the Lease Commencement Date, due dates, serial numbers, VIN numbers and other information which becomes available to us during the term of the Lease. We are not responsible for the Equipment or vendor failures.

3. EQUIPMENT LOCATION USE AND REPAIR: You will maintain and use the Equipment only at the location shown above. You agree that the Equipment cannot be moved from that location without our advance written approval. You are responsible for maintaining the Equipment in good repair, condition, and in proper working order, except for normal wear and tear.

4. INDEMNIFICATION: As between you and us, you are responsible for and agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims, suits, including attorneys fees and expenses, and actions, whether based on a theory of strict liability or otherwise caused by or related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of the Equipment or any defects in the Equipment.

5. LEASE EXPIRATION AND RENEWAL: Unless you notify us in writing at least 90 days prior to the expiration of the Lease, or any renewal term, of your intention to return the Equipment to us or to exercise the purchase option indicated above, this Lease will automatically renew on a month-to-month basis at the same monthly Lease Payment amount until you either exercise the purchase option or provide us with the required notice and return the Equipment to us. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty. If you elect to return the Equipment to us, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with the Lease or the damages incurred in shipping and handling. Your obligation to pay rent will continue until the Equipment is returned to our designated return location.

6. LATE FEES AND COLLECTION CHARGES: If any amount payable to us is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of: (a) the greater of 10% of the amount which is late or \$10.00, or (b) the maximum legal amount. You agree to pay us \$25.00 for each check by phone payment and \$35.00 for each returned check. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from such 30th day until paid in full.

7. NO WARRANTY: The Equipment is being leased to you "as is". You acknowledge that we do not manufacture the Equipment and that you have selected the Equipment and the supplier based on your own judgment. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE EQUIPMENT. WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. WE ARE NOT LIABLE FOR ANY LOSS OR INJURY TO YOU OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE, OWNERSHIP, LEASE OR POSSESSION OF THE EQUIPMENT.** You agree to continue making Lease Payments to us, regardless of any claims you may have against the manufacturer or supplier. We transfer to you for the term of this Lease any warranties made by the manufacturer or the supplier. No representation or warranty by the manufacturer or supplier is binding on us nor shall breach of such warranty relieve you of your obligation to us as provided herein.

8. INSURANCE RISK OF LOSS: From the time the Equipment is ordered until it is returned in the required condition or purchased by you ("Risk Period"), you are responsible for all risk of loss or damage to the Equipment. During the Risk Period, you will procure and maintain at your expense, property insurance for the full replacement value of the Equipment, and public liability insurance in an amount acceptable to us, covering any personal injury, death or third-party property damage arising out of or relating to the use or operation of the Equipment. You will provide us evidence of such insurance when requested, naming us as loss payee and as an additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit. We reserve the right to increase such monthly charge in the event that our costs for providing such services increase. If we purchase such insurance on your behalf, it shall not relieve you of any obligations under this Lease or release you from any claims we may have against you.

9. OWNERSHIP, TAXES AND UCC'S: We are the owner of the Equipment and hold title to the Equipment (excluding items of Equipment which are licensed software and products). Notwithstanding the foregoing, if you are deemed to own the Equipment, you hereby grant us a security interest in the Equipment. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment under this Lease. The Lease Payments shown above do not include any applicable taxes. We will include any applicable taxes and fees in our invoice to you. You agree to pay the tax and fees in addition to your Lease Payments. If we pay any taxes (including personal property tax), fees or penalties on your behalf, you will pay us on demand the amount we have paid on your behalf plus an administrative fee. You authorize us to sign and record UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment. You agree to pay us a documentation fee equal to the amount specified on page one of this Lease, or if not so specified, the greater of either \$250.00 or 0.5% of the total of Equipment invoices, which amount shall be paid together with your first Lease Payment, to cover our expense in processing this

Lease and perfecting our interest in the Equipment. If we require a site inspection to verify the condition and/or existence of the Equipment, or you request administrative services (i.e., property tax research), you agree to reimburse our costs as invoiced.

10. DEFAULT: If you or any guarantor do not pay the monthly Lease Payment or any other amount payable to us within ten (10) days of its due date, or breach any of the terms or conditions of this Lease, any guaranty of license relating to the Equipment, you will be in default of this Lease and any other agreement you may have entered into with us or any of our affiliates. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) promptly return all of the Equipment; (c) allow us to peaceably repossess the Equipment; or (d) use any and all remedies available to us under the Uniform Commercial Code or any other applicable law. You agree to pay the cost of repossession and our reasonable attorney's fees and costs associated with any legal action we may take in the event of your default. In addition to all other charges and as reimbursement for the expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters and any additional expense incurred in the collection and servicing of this Lease to you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations under this Lease. Upon termination, if you are not in default, any security deposit will be refunded without interest.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer this Lease or our rights in the Equipment without notice to you. If we sell, assign or transfer this Lease, the new owner will have the same rights and benefits we have now, but the new owner will not be subject to any claim, defense or setoff that you may have against us.

12. ARTICLE 2A RIGHTS AND REMEDIES: You agree that this Lease is a "finance lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You hereby agree to waive any and all rights and remedies granted to you by sections 2A-508 through 2A-522 of the UCC. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the Supplier for a description of those rights.

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY, ENFORCED IN AND INTERPRETED ACCORDING TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS OF PENNSYLVANIA. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. ABSOLUTE OBLIGATION: YOUR OBLIGATION TO PAY THE LEASE PAYMENTS AND OTHER AMOUNTS AND PERFORM ALL OTHER OBLIGATIONS HEREUNDER IS NONCANCELLABLE, ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. You agree that any delay or failure to enforce our rights under this Lease does not prevent us from enforcing any such rights at a later time. All of our rights and indemnities will survive the termination of this Lease.

15. MISCELLANEOUS: This Lease constitutes the entire agreement between the parties concerning the subject matter hereof and incorporates all representations made in connection therewith. The terms hereof may not be terminated, amended, supplemented or modified orally, but only in writing signed by you and us. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use.

16. CREDIT INFORMATION. You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we determine are necessary. On your written request, we will inform you whether we have requested a consumer credit report and the name and address of any consumer credit reporting agency that furnished a report. You acknowledge that without further notice we may use or request additional credit bureau reports to update our information so long as your obligations to us are outstanding.

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Financing, Simplified

Request For Insurance Certificate

(PLEASE FORWARD THIS TO YOUR INSURANCE AGENT)

Re: Agreement No. 448356

To Insurance Agent: _____ Phone (____) _____ - _____

Agency: _____ Fax (____) _____ - _____

Address: _____

Your Customer listed below is financing / leasing equipment through us.

WE MUST HAVE INSURANCE COVERAGE in place that: (i) names "Financial Servicing, LLC and/or Its Assigns" ("FS") as a Loss Payee and Additional Insured, and there is a lender's loss payable endorsement in favor of FS as loss payee on all property damage policies; (ii) each policy has been endorsed to provide that, as respects FS, the insurance shall not be invalidated by any action or inaction of Customer or any other person other than FS, and shall insure FS regardless of any breach or violation of any warranty, declaration, term or condition contained in such policy by Customer or any person other than FS; (iii) each policy has been endorsed to provide FS with 30 days' advance written notice of any material change or cancellation or non-renewal of such policy; and (iv) each policy contains a waiver releasing any rights of subrogation against FS for any and all claims, losses or damages covered under the above required insurance.

Property Damage/Contents Coverage: All-risk insurance is to be provided for fire, theft, extended coverage, vandalism and malicious mischief for the full replacement value of the equipment; and

Comprehensive General Liability: Coverage should be written with minimum limits of \$1,000,000/\$2,000,000 for bodily injury and \$1,000,000/\$2,000,000 for property damage.

Please provide us with a certificate of insurance as follows:

YOUR CUSTOMER: Avalon Grove Community Development District 15310 AMBERLY DR Tampa, FL 33647 Phone: 321-263-0132 Fax: Attention:	LOSS PAYEE/ ADDITIONAL INSURED Financial Servicing, LLC and/or Its Assigns 11885 Lackland Road St Louis, MO 63146 Phone: 877-248-5574 Fax: 305-964-2690 Attention: Insurance Compliance Department
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EQUIPMENT TO BE INSURED:

Qty	Description of Equipment Leased	N/U	Make and Type	Model	Serial Number
1	47 Hubbell LED light fixtures and Valmont Poles	New			

EQUIPMENT LOCATION:

250 International Pkwy, Ste. 280, Lake Mary, FL 32746

INSURABLE VALUE \$211,369.20

EFFECTIVE DATE OF INSURANCE: Upon Lease Commencement

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FS AUTOPAY PROGRAM (AUTHORIZATION TO DEBIT AND CREDIT ACCOUNT BY ACH)

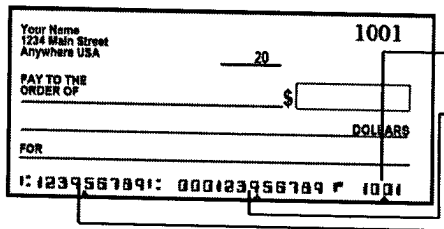
Customer Name: Avalon Grove Community Development District

Application Number: 448356

In connection with the above referenced contract(s) ("Contract"), Customer(s) hereby authorize(s), **Financial Servicing, LLC** AND/OR ITS AGENTS, SUCCESSORS AND ASSIGNS (collectively, "Company"), to initiate ACH credit and/or debit entries, and if necessary, adjust any credit and/or debit entries made in error to the account described below ("Account") at the financial institution named below ("Bank"). The authorization provided herein (this "Authorization") is intended to encompass all amounts due and to become due under the above Contract, including current and past due periodic payments, miscellaneous charges, taxes and late charges. This Authorization shall not be limited or deemed waived, nor shall Company assume any liability, if for any reason Company delays debiting the Account for amounts due under the Contract. FOR ADMINISTRATIVE PURPOSES, ALL DEBIT AND CREDIT ENTRIES SHALL APPEAR ON THE ACCOUNT AS BEING INITIATED BY **"LEASE SERVICES."**

BANK NAME: _____ ABA/ROUTING NUMBER: _____
BRANCH: _____ ACCOUNT NAME: _____
CITY: _____
STATE: _____ ZIP: _____ ACCOUNT NUMBER: _____

(ATTACH A VOIDED CHECK ON THE ABOVE ACCOUNT)



→ The check number is on the top and bottom right of the check - we do not need the check number.

→ **Account Number** is the middle group of 12 numbers on the bottom of your check.

→ **Routing Number** is the group of 9 numbers on the bottom left of your check.

Customer certifies that all information set forth above is true and correct. Customer agrees to give Company not less than twenty (20) days advance written notification of any termination or change in this Authorization, which shall remain in full force and effect until Company has received such written notification from Customer.

Customer hereby acknowledges and agrees that the financial accommodations and periodic payments under the Contract have been agreed to by Company upon the condition that Company will be able to realize cost savings by administering the Contract using ACH debit and credit entries as authorized herein. If, for any reason, this Authorization is terminated or suspended or the Company is unable to administer the Contract by ACH debit and credit entries as authorized herein, Customer agrees that the periodic payments under the Contract may be increased by two percent (2%) until Company's ability to administer the Contract by ACH debit and credit entries as authorized herein has been restored to the reasonable satisfaction of Company.

Signature: X _____ Customer Billing Contact Information
Print Name: _____ (if different from information on left):
Title: _____ Name: _____
Date: _____ Title: _____
Phone Number: _____ Phone Number: _____
E-mail Address: _____ E-mail Address: _____

THE PERSON SIGNING ABOVE AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.

DELIVERY AND ACCEPTANCE CERTIFICATE

Date of Equipment Delivery: _____

Application No.: 448356

Avalon Grove Community Development District ("**Customer**") hereby certifies that all of the equipment, software and other property (collectively, "**Equipment**") referred to in that certain Agreement related to the above referenced application number (the "**Agreement**") by and between Customer and **Financial Servicing, LLC** ("**FS**") has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to FS that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to FS that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES FS TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER(S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

CUSTOMER: Avalon Grove Community Development District

By: _____

Print Name: _____

Title: _____

E-Mail Address: _____

Date: _____

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.

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Financing, Simplified



Prepared By:

Graybar Financial Services
Rachel Sthay
(314) 573-2508
rachel.sthay@graybar.com
04/16/2018

Financing Prepared For:

Avalon Grove Community Development District
Patricia Comings-Thibault
250 International Pkwy
Suite 280
(321) 263-0132
patricia.comings-thibault@dpg.com

11885 Lackland Road
St. Louis, MO 63146
Phone: 800-241-7408
Fax: 800-543-0247

Project Description: Energy Savings

Project Investment: \$89,652.50

Lighting Cost Analysis

Total Project Investment	Net of Sales Tax	\$89,652.50
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Monthly Lease Cash Flow Analysis

	24 Months	36 Months	48 Months	60 Months
Monthly Lease Payment	\$4,247.73	\$2,912.80	\$2,245.79	\$1,769.74

Utilize a financing option to make your energy efficiency upgrade a reality today. Don't waste money by putting off a project that can generate valuable savings every month due to budgetary restrictions.

Financing can provide:

- Cash flow positive savings on day one
- An alternative payment method that does not demand a large cash outlay
- The ability to implement a money saving project regardless of the annual budget
- The benefit of future savings on rising energy costs
- Flexibility with how the rebate is handled
- Possible financing structures that qualify as operating expenses

Call GFS today and let the experts create a custom made solution for you!

D S Boring, LLC
14315 Wadsworth Drive
Odessa FL. 33556

Date: 11/17/2017

ATTN: Candice Smith

Phone: 813-334-2019

Avalon Groves CDD

RE: Sawgrass bay blvd. lighting

	Quantity/FT	Cost	Total
1) <u>machine trench 2 inch lighting conduit</u>	4000	\$6.75	<u>\$27,000.00</u>
2) <u>install owner provided 30` ft. MH poles</u>	30	\$1,200.00	<u>\$36,000.00</u>
3) <u>install 1 owner provided fixture per pole</u>	30	\$275.00	<u>\$8,250.00</u>
4) <u>supply and install 3 -120/240 V single phase</u>	2	\$1,750.00	<u>\$3,500.00</u>
<u>services to feed lights</u>			<u>\$0.00</u>
5) <u>install flower pot hand hole at each light</u>	30	\$55.00	<u>\$1,650.00</u>
6) <u>materials, wire, connectors ,etc.</u>		\$13,500.00	<u>\$13,500.00</u>
			<u>\$0.00</u>

Grand Total: \$89,900.00

1A- PERMITTING AS REQUIRED

1-B ISURANCE AS REQUIRED

Exclusions: Permits, Fees, Certified As-Builts, Surveying, Testing, Density Tests, Mot, Landscaping, Irrigation, Concrete and sod
DS Boring will supply all lighting conduit, 90s and couplings
Based on:

- 1) Proposal Good For 30 Days
- 2) Price Includes Labor and Equipment.
- 3) Proposal Becomes part Of Contract
- 4) To Be Field Measured Upon Completion
- 5) Payable on Completion
- 6) No retainage

Thank You For The Opportunity To Bid Your Projects

Accepted By :

Company : Avalon Groves CDD

Thank You

Signature: Denver Douglas

Print Name: James P. Harvey Project Manager

Position: Chairman Mobile: (813)731-1888

PO#: E-Mail: denverdouglas09@gmail.com