

*Preston Cove
Community Development District*

*Agenda
February 24, 2022*

AGENDA

Preston Cove
Community Development District
Revised Meeting Agenda

Thursday
February 24, 2022
9:00 AM

8 Broadway, Suite 104
Kissimmee, Florida 34741

1. Roll Call
2. Public Comment Period
3. **Organizational Matters - ADDED**
 - A. **Acceptance of Resignation of Jawaad Khanani**
 - B. **Appointment of Individual to Fulfill Board Vacancy with Term Ending November 2022**
 - C. **Administration of Oath of Office to Newly Elected Board Members**
 - D. **Consideration of Resolution 2022-09 Electing Officers**
4. Approval of Minutes of December 16, 2021 Board of Supervisors Meeting
5. Consideration of Resolution 2022-07 Approving the Assignment of Three Construction Contracts with True Site Services LLC
6. Consideration of Resolution 2022-08 Finalizing the Series 2022 Bonds
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Consideration of Proposal for Stormwater Management Analysis
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of FY2022 Funding Requests #5
 - iii. Ratification of Construction Funding Requests #1-7
8. Other Business
9. Supervisors Requests
10. Adjournment

SECTION III

SECTION A

From: Monica Virgen mvirgen@gmscfl.com
Subject: Fwd: Preston Cove Community Development District
Date: February 22, 2022 at 5:29 PM
To:

MV

From: Jawaad Khanani <jawaad@elevationdev.com>
Subject: Preston Cove Community Development District
Date: February 22, 2022 at 2:47:45 PM EST
To: George Flint <gflint@gmscfl.com>
Cc: Dan Eshleman <dan@elevationdev.com>, Owais Khanani <owais@elevationdev.com>, Kristin Banks <kristin@elevationdev.com>

All,

Effective Immediately. I, Jawaad Khanani, hereby resign as a Board Member and Assistant Secretary of the Preston Cove Community Development District.

Should you have any questions, feel free to reach out at any time.

Thanks,
Jawaad
(407)-770-7616

SECTION D

RESOLUTION 2022-09

A RESOLUTION ELECTING THE OFFICERS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, OSCEOLA COUNTY, FLORIDA.

WHEREAS, the Preston Cove Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are elected to the offices shown:

- Chairperson _____
- Vice Chairperson _____
- Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Assistant Secretary _____
- Treasurer _____
- Assistant Treasurer _____

PASSED AND ADOPTED this 24th day of February, 2022.

ATTEST:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
PRESTON COVE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Preston Cove Community Development District was held Thursday, **December 16, 2021** at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida.

Present and constituting a quorum:

Shaman Foradi	Chairman
Owais Khanani	Vice Chairman
Dan Eshleman	Assistant Secretary

Also present were:

George Flint	District Manager, GMS
Kristen Trucco	District Counsel
Brett Sealy	MBS Capital Markets
Sete Zare	MBS Capital Markets
Peter Dame	Akerman
Tim Bramwell	Akerman

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order. Three Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths of Office to Newly Elected Board Members

There is one Board member who has yet to be sworn in, but they were not present at the current meeting, so the next item followed.

FOURTH ORDER OF BUSINESS

Approval of Minutes of October 28, 2021 Meeting and Acceptance of Minutes of October 28, 2021 Landowners' Meeting

Mr. Flint asked the Board if they had any comments or corrections to the minutes from the Board of Supervisor's meeting or the Landowners' meeting held on October 28, 2021 meeting. The Board had no changes.

On MOTION by Mr. Foradi, seconded by Mr. Owais Khanani, with all in favor, Approval of the Minutes of October 28, 2021 Meeting and Acceptance of the Minutes of the October 28, 2021 Landowners' Meeting, were approved.

FIFTH ORDER OF BUSINESS

Review of Preliminary Supplemental Assessment Methodology Report

Mr. Flint noted that this item was added to the agenda and is included in the agenda package. The District has been through the assessment process and levied a cap on what the assessment amounts will be which the Preliminary Supplemental Assessment Methodology Report reflects. It is an estimate of what the assessments would be prior to pricing. Once the bonds are priced, this report will be updated with the final terms of the bond issue. This does not require formal action by the Board and is just informational at this point.

Mr. Sealy from MBS Capital Markets described the structure of the bond issue for the benefit of the Board and staff. He noted that they thought that the best structure to proceed with was to split the District into two assessment areas and structure A bonds only for phase 1A which is planned for 367 units. As a result of the development schedule, development cash flow, and anticipation of the scheduled takedown of all of the Phase 1A lots in bulk, they have structured for the initial assessment area consisting of the Phase 1A unit and A bond only and then structured a second assessment area constituting Phase 1B which has the remainder of the planned units which will be 236 units and there will be an A and B bond with the B bond intended to be paid down as the developer closes on the lots with the various builders. There are two Supplemental Trust Indentures, each one governing the series of bonds applicable to the two assessment areas that were described. Legal descriptions are being prepared for Phase 1A being Assessment Area 1 and 1B and 2 being Assessment Area 2.

There were no questions regarding the proposed structure. Mr. Flint provided a brief overview of the tables in the methodology report that can be found in the agenda package. There was no Board action required.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2022-06
Delegation Resolution**

Mr. Flint stated that this was prepared by bond counsel and Mr. Dame with Akerman presented it to the Board. At the August meeting the Board approved a bond resolution authorizing the issuance of bonds and was validated through the courts and completed by District counsel. This resolution is the next step in that process authorizing the issuance of a portion of the bonds up to \$20 million in the three series of bonds as presented in the Preliminary Supplemental Assessment Methodology Report. The resolution will also approve the forms of the supplemental indentures under which the bonds will be issued and approves various other agreements including the Bond Purchase Agreement, the Offering Document, a Continuing Disclosure Agreement and the forms of those agreements. This being a delegation resolution, it will delegate to the Chairman and to staff the authority to take all actions necessary to sell the bonds and get them issued.

On MOTION by Mr. Foradi, seconded by Mr. Owais Khanani, with all in favor, Resolution 2022-06 Delegation Resolution, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Engineering Services
Agreement with Hanson, Walter &
Associates, Inc.**

Mr. Flint stated that this agreement assigns the services of engineering to the District to Hanson, Walter & Associates, Inc. After the bidding process, the District's only response was from Hanson & Walter and the Board ranked them #1, accepted that proposal, and directed staff to come back with an agreement. The agreement can be found in the agenda package. There being no questions, Mr. Flint asked for a motion of approval.

On MOTION by Mr. Foradi, seconded by Mr. Owais Khanani, with all in favor, the Engineering Services Agreement with Hanson, Walter & Associates, Inc., was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Data Sharing and Usage Agreement with the Osceola County Property Appraiser

Mr. Flint reported that this is a relatively new agreement that the property appraiser requires any governmental entity that uses the tax bill for collection methods because the property appraiser provides the District with a tax roll that is used to fill the assessments in and provide it back to them. There are certain individuals that are exempt from public records under the statutes, for example police officers, and this agreement ensures that the District is keeping those individual's information confidential.

On MOTION by Mr. Owais Khanani, seconded by Mr. Foradi, with all in favor, the Data Sharing and Usage Agreement with the Osceola County Property Appraiser, was approved.

NINTH ORDER OF BUSINESS

Consideration of Uniform Method Agreement with the Osceola County Property Appraiser

Mr. Flint stated that in order to be able to use the tax bill as the collection method for assessments the District is required to enter into an agreement with the property appraiser and the statutes describe the fees that they can charge for the District to use the tax bill.

On MOTION by Mr. Foradi, seconded by Mr. Eshleman, with all in favor, the Uniform Method Agreement with the Osceola County Property Appraiser, was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco reported that there is a memo included in the agenda regarding a new law that was passed in January requiring a 20-year needs analysis report regarding wastewater and stormwater systems. The recommendation would be for the Board to direct Hanson Walter to work in conjunction with the District manager to come up with a cost estimate proposal to bring back to the Board regarding what the cost would be to prepare the report for the District. It is not due to the county until June 30, 2022. Mr. Flint suggested having a proposal ready to present at the next meeting in January for Board consideration.

Ms. Trucco also reported that the certificate of no appeal was issued by the court and relates to the validation permitting the District to proceed with issuing the bonds.

B. Engineer

Engineer reported that the only thing that might affect the CDD, once the systems are taken over, DEP has some violations on the project and is of their opinion that the violation stems from illegal activity on a property on the southside of Jones Road. The county has been notified and DEP is in the process of violating them now. The contractor will need to take some background samples and the engineer can do that, if need be, but the contractor is the one who would need to be protected in this particular situation.

C. District Manager’s Report

i. Balance Sheet and Income Statement

Mr. Flint presented the unaudited financials through October 31st. There was no action required from the Board.

ii. Ratification of FY2022 Funding Requests #2-4

Mr. Flint presented funding requests #2-4 and asked the Board to ratify them. The total was \$9,912. There being no questions, Mr. Flint asked for a motion to ratify.

On MOTION by Mr. Owais Khanani, seconded by Mr. Foradi, with all in favor, FY2022 Funding Requests #2-4, were ratified.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TWELTH ORDER OF BUSINESS

Supervisors Requests

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Mr. Flint adjourned the meeting.

On MOTION by Mr. Owais Khanani, seconded by Mr. Foradi, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE ASSIGNMENT OF THREE CONSTRUCTION CONTRACTS WITH TRUE SITE SERVICES LLC, TO THE DISTRICT TO COMPLETE THE INFRASTRUCTURE IMPROVEMENTS OF THE DISTRICT FOR PHASE 1A, PHASE 1B AND PHASE 2, AS PROVIDED IN THE DISTRICT ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE DISTRICT ENGINEER TO CONTINUE SERVING AS THE INSPECTING ARCHITECT UNDER THE CONTRACTS; ACCEPTING PAYMENT AND PERFORMANCE BOND(S) AND INSURANCE CERTIFICATES FROM THE CONTRACTOR; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Preston Cove Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, Section 190.033, *Florida Statutes*, requires community development districts to advertise a notice of bids or other competitive solicitation prior to entering contracts for any goods, supplies or materials exceeding \$195,000; and

WHEREAS, the District Board of Supervisors (the “Board”), upon recommendation of the District Engineer, adopted an improvement plan for the construction and installation of certain infrastructure improvements for Phase 1A, Phase 1B and Phase 2, within the District (the “Improvements”); and

WHEREAS, the developer, Elevation Preston Cove, LLC (the “Developer”) has entered into three (3) construction contracts (each a Standard Form of Agreement Between the Developer and Contractor, dated September 27, 2021) with True Site Services LLC (the “Contractor”) for the completion of construction and installation of the Improvements (the “Construction Contracts”), a copy of such Construction Contracts are collectively attached hereto as **Exhibit “A”**; and

WHEREAS, the total amount of the Construction Contracts is less than the lowest bid that the Developer received, namely from Jon M. Hall Company, LLC, attached hereto as **Exhibit “B”**; and

WHEREAS, the contract the Developer entered into with the Contractor was mutually terminated due to the submission of multiple change orders for increased pricing as further described in the Affidavit from the Developer, attached hereto as **Exhibit “C”**; and

WHEREAS, the Construction Contracts are necessary for the District to promptly complete the construction of the of the Improvements; and

WHEREAS, the Developer and District desire to assign the Construction Contracts to the District; and

WHEREAS, the District desires to have the District Engineer, on behalf of the District, perform as the inspecting “Architect” under the Construction Contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District agrees to accept the three (3) Assignments of Contractor Agreements, with the supplemental documents, collectively attached hereto as **Exhibit “D,”** assigning the Construction Contracts to the District.

SECTION 2. As a condition to the District’s acceptance of the assignment of any of the Construction Contracts, the District must receive and accept the Contractor’s insurance certificates and the payment and performance bonds covering the work in each Construction Contract, as required by Section 255.05, *Florida Statutes*, attached hereto as composite **Exhibit “E.”** No Assignment of any Construction Contract shall be effective until such insurance certificates and bonds have been received and the forms of each approved by the District.

SECTION 3. The District Engineer is hereby accepted as the inspecting “Architect” under the Construction Contracts.

SECTION 4. The actions of current and prior members of the Board and District staff in effectuating the District’s acceptance of the assignment of the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby ratified, approved and confirmed in all respects. The District’s staff is hereby authorized and directed to take any additional steps necessary to the fulfillment of the transaction contemplated by this Resolution.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 24th day of February, 2022.

SIGNATURE PAGE TO RESOLUTION 2022-07

ATTEST:

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit “A”: Construction Contracts

Exhibit “B”: Bid from Jon M. Hall Company, LLC

Composite Exhibit “C”: Affidavit of Developer

Composite Exhibit “D”: Assignments of the Construction Contracts, with supplemental documents

Composite Exhibit “E”: Contractor’s insurance certificates and the payment and performance bonds

EXHIBIT “A”

Construction Contracts

[See attached.]

AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « 27th » day of September in the year «2021 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Elevation Preston Cove LLC
189 South Orange Avenue, Suite 1550
Orlando, Florida 32801

and the Contractor:
(Name, legal status, address and other information)

« True Site Services
« 37 N Orange Ave Suite 307
« Orlando, FL 32801

for the following Project:
(Name, location and detailed description)

Preston Cove Phase 1A

The Architect (though the below entity is an Engineer, they will be referred to as “Architect” throughout this document):
(Name, legal status, address and other information)

Hanson, Walter & Associates, Inc.

The Owner and Contractor agree as follows.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 Generally. The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern, except for any inconsistency affecting the quality, quantity or other requirements for the Work, which shall be controlled by Section 1.2.1 of the AIA Document A201™–2017, General Conditions of the Contract for Construction (as modified by the parties, the “**General Conditions**”). All references throughout the entirety of the Contract Documents (i) to “**Lien**” or “**Liens**” shall refer to lien rights of those providing labor, services or materials under or through Contractor, which are for the Work generally governed by the law of the state in which the Project is located (the “**State Law**”); (ii) to the transfer of liens to bond shall refer to the applicable process pursuant to the State Law; and (iii) to “**Lienor**” shall refer to each party providing labor, services or materials under or through Contractor, at whatever tier or level, when such party has lien rights therefor, regardless of whether the Lienor has filed or recorded the appropriate instrument to timely perfect such rights.

§ 1.2 Lender and CDD.

§ 1.2.1 Contractor acknowledges that Owner is obtaining certain financing for the Project from a third-party(ies) (each a “**Lender**”). Additionally, Contractor acknowledges and agrees that the Project Site is (or will be) within the jurisdiction of a Community Development District (the “**CDD**”). In order to perform under the Contract Documents, Owner may be required to comply with certain requirements of the CDD or Lender, including the terms and conditions embodied in the Lender’s loan agreement and related documents. Contractor agrees to comply with the reasonable requirements of the Lender and/or CDD that bear upon the performance of the Work and to make such commercially and mutually agreeable amendments to the Contract Documents as may be necessary to document such compliance.

§ 1.2.2 The Owner may, without consent of the Contractor, at any time and from time to time, assign the Contract Documents, in whole or in part, or any portion thereof, to Lender, the CDD, or to any subsidiary, related, or affiliated company of Owner for its convenience and in its sole discretion. The Contractor shall execute all consents reasonably required to facilitate the assignment. Such assignment may be, collaterally or direct, to the Lender and/or CDD, including without limitation, the right of Owner to assign to the CDD portions of the Contract related to the purchase of materials, supplies and equipment. Contractor acknowledges and agrees that assignment of a portion of the Contract, including, without limitation, the right to purchase materials, may represent a significant cost savings to the Owner

and Contractor shall cooperate with the CDD and the Owner to the fullest extent possible. Notwithstanding the reference to the Lender or CDD, absent expressed assignment or other evidence in written from Owner and Contractor, neither Lender nor the CDD shall be an intended third party beneficiary or have rights under this Agreement. The Contractor acknowledges and agrees that it is not a third-party beneficiary under the Loan documents and that Contractor and Lender are neither partners nor engaged in a joint venture in any respect. If Owner were to assign this Agreement, Contractor shall, upon Lender's request, continue performance under this Agreement. Contractor agrees to review, execute, and deliver reasonable documents to formalize such assignment or any assignment pursuant thereto. Contractor may not assign this Agreement or any Contract Documents. To facilitate such assignment, Contractor agrees that Owner may require the Work to be segregated to a separate construction agreement or similar documentation as may be required by the CDD or Owner.

§ 1.2.3 Contractor agrees to cooperate with the Owner, Lender and CDD as well as their respective inspector's reasonable requirements so as not to delay the Project. Not to limit the generality of the foregoing, Contractor shall: (i) make the site of the Work available at reasonable times for inspection, including any off site areas where materials are stored, (ii) consent to and execute all documents reasonably requested by the Owner in connection with this Agreement and the Drawings and Specifications for collateral purposes; and (iii) promptly furnish Owner with information, documents, and materials that Owner may reasonably request from time to time in order to comply with the requirements of the Lender or CDD.

§ 1.2.4 In the event of a default of Owner under its loan agreement with Lender, upon request of the Lender, unperformed part of this Contract will be performed by the Contractor for the benefit and at the expense of the said Lender, should the Lender so elect.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in, or reasonably inferable from, the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. In addition:

§ 2.1 Contractor agrees to execute the Work and provide the services set forth herein and in the Contract Documents and to fully and timely perform the obligations of Contractor herein and in the Contract Documents.

§ 2.2 Contractor agrees to perform or cause to be performed in a good and workmanlike manner the Work, all in accordance with the terms and provisions of the Contract Documents and in accordance with applicable law, including without limitation any and all building codes, statutes, ordinance, resolutions, regulations, policies, rules, or any permit or approval conditions for the Work of any governmental or quasi-governmental entity or authority, including without limitation, those of the United States, State of Florida, local government, taxing bodies, water management district, environmental protection agencies or other regulatory entity with jurisdiction ("**Governing Authorities**") over the Project, Work, Contractor or site ("**Applicable Law**"). In performing the Work, Contractor's duties shall include, without limitation: (i) identifying, analyzing and providing recommendations to Owner for implementing the Contract Documents with regard to the actual conditions encountered in the field without engaging in architectural or engineering design; (ii) coordinating, supervising, implementing and enforcing any and all construction activities necessary or appropriate to completion of Work pursuant to the Contract Documents; (iii) coordinating, supervising and addressing the claims, requests or inquiries of Subcontractor(s) and, if directed by Owner, governmental officials; (iv) provide Owner with information concerning the Work; and (v) if required as a result of the Work, assist the Owner in securing the issuance of temporary and permanent certificates of occupancy. Without limitation to the foregoing and without limitation to any other duty or obligation of Contractor hereunder, Contractor will use its diligent, good faith efforts at all times and in a manner consistent with the Contract Documents to further the interests of Owner with respect to the Project and to cause the timely completion of the Work in accordance with the terms and provisions of the Contract Documents.

§ 2.3 Contractor represents, warrants and covenants the following to Owner, which are a material inducement to Owner to execute this Agreement, and shall survive termination or expiration of this Agreement and the final completion of the Work.

§ 2.3.1 Contract it will perform all such duties required of it under the Contract Documents and Applicable Law, shall further the best interests of Owner as required by the Contract Documents, and shall perform all of the Work, all with the level of care, skill, safeguards, competence, efficiency, judgment and performance which can reasonably be expected of a licensed contractor having substantial and broad experience in the type of site construction for this Project (the "**Required Standard of Performance**").

§ 2.3.2 Contractor is a sophisticated Florida General Contractor who possesses the experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project to be able to perform the Work with the care, skill, and diligence necessary to complete the Project successfully. The Contractor is authorized to do business in Florida and is properly licensed by all Governing Authorities having jurisdiction over the Contractor, the Work, and the Project.

§ 2.3.3 The Contractor acknowledges and declares that it has visited and examined the site; examined all physical, legal, and other conditions affecting the Work; and is fully familiar with all of the surface conditions and subsurface conditions of the Project Site, or any other property for which Work will be performed or materials stored. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (i) the nature, location, and character of the Project and the site including, without limitation, the surface and subsurface conditions of the site and all exposed structures and obstructions thereof, both natural and man-made, and all surface water conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including, without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner required by the Contract Documents.

§ 2.3.4 The Contractor is financially solvent, able to pay all debts as they mature, and has sufficient working capital to complete the Work and perform all obligations required under this Agreement; the Contractor is able to furnish the plans, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so.

§ 2.3.5 The Contractor is familiar with the guidance provided by the center for disease control (“CDC”) and other Governing Authorities related to the COVID-19 PANDEMIC (“COVID”). Contractor shall be responsible for complying and ensuring all of its Subcontractors, materialmen, or any other party claiming by or through Contractor are in compliance with the Applicable Law, including the CDC’s and other Governing Authorities guidelines, rules, regulations or recommendations while on or traveling to or from the Project Site, including any recommendation for mask wearing.

§ 2.4 If Contractor determines prior to the commencement of a particular portion of the Work that work not shown in the Contract Drawings or Specifications is, nonetheless, work necessary to produce the results intended by the Contract Documents, Contractor shall so notify the Architect and Owner, specifically and clearly, in writing before commencing such work. If the Architect or Owner determines that such work is not necessary, notice of that determination shall be given to Contractor within seven (7) days following Contractor’s notice. Contractor waives any right to compensation for such work if Contractor performs such work without first giving the notice required by this Section, or in the event Contractor performs the work even though Architect or Owner provide timely written notice that such work is not necessary.

§ 2.5 Contractor shall furnish skilled, unskilled and properly trained staff as may be required for the performance of the Work. The key members of Contractor’s staff shall be persons agreed upon with Owner and identified in the “**Schedule of Key Personnel**” attached hereto as **Exhibit “B”**. Such key personnel shall include, but not be limited to the Contractor’s Representative named herein below, Contractor’s Project Manager and Contractor’s Superintendent and shall not be changed without the written consent of Owner unless such person becomes unable to perform any required duties due to death, disability, unacceptable performance or termination of employment with Contractor. If any Key Personnel is not capable of performing, Owner and Contractor shall agree on a mutually acceptable substitute, which approval shall not be unreasonably conditioned, delayed or withheld. The Contractor shall carefully supervise and direct the Work, and shall be solely responsible for all construction means, methods, materials, techniques, sequences and procedures and for coordinating all portions of the Work as well as performance of the Work of its Subcontractors in accordance with the Agreement. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

§ 2.6 Contractor shall maintain a Notice to Owner log for all Subcontractors and materialmen (and all lower tiers) who provide a Notice to Owner or Notice to Contractor, which shall be shared with Owner with each Application for Payment hereunder and/or upon Owner’s request (“**NTO Log**”).

§ 2.7 The Project preliminary Construction Schedule is attached as **Exhibit “C”** (the “**Construction Schedule**”) Contractor shall prepare (at no additional cost to Owner), updates to the Construction Schedule and shall submit same with each Application for Payment (as described below) (or in the absence of an Application for Payment, once each

month). The updated Construction Schedule shall (i) identify, for any materials to be directly purchased by Owner, specific lead times for ordering and deliveries of such materials so as to coincide with, and not delay, the Work of the Agreement and (ii) reflect activities impacted by delays to date, with a revised completion date separately identified for substantial and final completion of the Work. The Construction Schedule updates shall include all minor improvement work to be performed under separate agreements between Owner and other contractors when such work was not included in the original or subsequently updated schedules because agreements for such work were not earlier executed. The Construction Schedule shall include an allowance of ten (10) days for delays outside of the control of the Contractor (a.k.a float period).

§ 2.7.1 Before commencement of Work, and if requested by Contractor or Owner, Contractor and Owner shall conduct a preconstruction meeting at the Project site. The Contractor's Project Manager and Superintendent shall be in attendance. At this meeting, the Construction Schedule will be reviewed and all aspects of Contractor's mobilization and on-site administrative issues will be discussed and resolved, to include, by example, the location at the Project of any office trailer or storage trailers to be utilized by Contractor and the destination of staging areas for deliveries and storage of materials and equipment Owner's participation in such preconstruction meeting shall not waive or release the Contractor's obligations for the Work, and warranties, under the Contract Documents.

§ 2.7.2 There shall be bi-weekly Project site meetings to be attended by Contractor's Project Manager and Superintendent, and the Owner's Representative. Such meetings may also be attended by representatives of the Lender, CDD or Architect and minutes shall be timely prepared by Contractor and copied to the attendees.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The Date of Commencement of the Work will be the date set forth in Owner's Notice to Proceed in such form as reasonably acceptable to Owner and Contractor. Owner shall not be required to provide any Notice to proceed, unless and until: (i) all required permits have been issued by the applicable Governing Authorities (excluding trade permits); (ii) if required for the Work, the Notice of Commencement, or its equivalent, has been executed and provided to Contractor, and properly filed, to the extent required by Applicable Law; (iii) if required for the Work, Contractor has submitted to Owner evidence of any surety or other bond required by the Contract Documents, (iv) evidence acceptable to Owner that all required insurance for Contractor is in place; and (v) this Agreement has been fully executed, and all necessary exhibits have been prepared and attached hereto in form reasonably acceptable to the Owner. The Notice to Proceed will be signed by Owner and Contractor to confirm agreement on the Date of Commencement. The Contract Time shall be measured from the date of Date of Commencement.

§ 3.2 Substantial Completion

§ 3.2.1 "Substantial Completion" is defined as the date upon which the last of the following events have occurred: (i) all Work other than incidental corrective or Punch List work shall have been completed and all equipment, utilities and engineered systems installed by the Contractor are established as fully functional and operational after testing, start-up and commissioning performed by the Owner and, where applicable, verified as operational; (ii) all required final approvals for the Work have been issued by the appropriate Governing Authorities, including but not limited to certificate of occupancy or completion; and (iii) all Work described in this Agreement and Contract Documents has been completed as approved by Owner, Architect, Lender and CDD (as applicable). "Punch List" shall mean all items with respect to any of the Work of the Project, not yet completed, replaced, repaired or otherwise corrected which (a) are approved in writing by Owner, (b) can be readily and fully completed, replaced, repaired or otherwise corrected within a thirty (30) day period and Contractor has agreed to do on or before such thirtieth (30th) day from the applicable date of Substantial Completion of the Work, and (c) are of such a minor nature so as not to affect the anticipated and continued sequence of other construction at the Project as well as the use and enjoyment of the Project by Owner.

§ 3.2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than the date set forth on the Construction Schedule, subject to adjustments in Contract Time as provided in the Contract Documents.

§ 3.2.3 If Contractor fails to achieve Substantial Completion of the Work within the Contract Time (as such date may be amended by Change Order pursuant to the terms of the Contract Documents), the Contractor shall pay to Owner, as liquidated damages, the following sums: (i) \$2,000 per day, for each calendar day of delay thereafter that Substantial Completion is delayed, and (ii) if such delay is beyond sixty (60) days, in addition to other remedies provided hereunder, an amount equal to the Contractor's mobilization and/or initial review fee as set forth on the Schedule of Values set forth below. Contractor understands and agrees that the Work hereunder is part of a larger project which

will be substantially delayed by Contractor's failure to timely perform. In no event shall liquidated damages be considered as a penalty, the parties agreeing that it is intended to cover any and all losses which may be incurred by the Owner by reason of Contractor's failure to timely complete the Project, time being of the essence of this Agreement and a material consideration thereof. It is hereby agreed that the liquidated damages to which Owner is entitled hereunder are a reasonable forecast of just compensation for any and all damages that would be caused by Contractor's failure to achieve timely Substantial Completion of the Work but do not compensate the Owner for the cost to complete any portions of the Work not completed by Contractor and which are not related to delay. It is understood that the terms of this Section shall not prejudice or affect, in any manner, the Owner's right to terminate the Contract, to damages and/or for the cost to complete uncompleted Work. Contractor shall promptly pay such liquidated damages to Owner, and Owner may, at its option, retain, deduct and setoff against any amount of monies which may be payable to the Contractor, including any cost savings or Retainage. All liquidated damages under this provision, which remain unpaid, shall bear interest from the date of demand until paid at the maximum rate permitted by Applicable Law. Any such Liquidated Damages that the Owner does not deduct from payments due the Contractor shall be payable upon demand by Contractor to Owner.

§ 3.3 Final Completion.

§3.3.1 "Final Completion" shall mean (i) the Work described in the Contract Documents has been timely and fully completed; (ii) no Punch List items remain outstanding and all such items have been completed, repaired, replaced, or otherwise credited to Owner's satisfaction, and (iii) Contractor has delivered to Owner those documents and material as referenced in Section 5 below that serve as conditions precedent to Final Payment to Contractor.

§3.3.2 The Contractor shall achieve Final Completion of the entire Work not later than the earlier of (i) thirty (30) days following Substantial Completion or (ii) the date set forth on the Construction Schedule, subject to adjustments in Contract Time as provided in the Contract Documents.

§ 3.3.3 In the event Contractor fails to complete all Punch List items within thirty (30) days from the date of Substantial Completion, Owner may, at its option and without prejudice to or waiver of any other remedies it may have, retain from monies otherwise due to Contractor hereunder, an amount equal to one hundred and fifty percent (150%) of the amount estimated as needed to pay for completion of any such items whether by the Owner or by a third party.

§ 3.4 Delays and Extensions. Time is of the essences with respect to each item set forth on the Construction Schedule, including Substantial Completion and Final Completion. Contractor shall perform the Work diligently and expeditiously to achieve Substantial Completion and Final Completion, time being of the essence as to all specified dates of performance in this Agreement.

§ 3.4.1 There shall be no extension of the Contract Time or increase in the Contract Sum except pursuant to a fully-executed Change Order. Each Change Order shall reflect the full extent of any increase in the Contract Time, to the extent then determinable, and each such Change Order shall be all inclusive with respect to changes in the Contract Time. The Contractor shall not unreasonably present a proposed Change Order to the Owner when the circumstances do not justify a change to the scope of Work and/or the Contract Time. Any additional Contract Sum and/or Contract Time must be approved by the Owner pursuant to the Owner's written execution of the Change Order; any work performed pursuant to a Change Order prior to the Owner's written execution will be performed at the cost of the Contractor.

§ 3.4.2 In the event that the critical path of the Work is delayed by (a) delay in material delivery outside of the Contractor's control ("Delivery Delay"), weather conditions ("**Weather Delay**"), or as a result of any stay-at-home order or similar regulation relating to COVID ("**Covid Delays**"), such delays will be categorized as "**Excusable Delays**" and Owner may not unreasonably withhold consent to Change Order increasing the Contract Time. In such event, the extension shall consist of a one day extension of the Contract Time for each day lost to critical path activities, net of any float period. There shall be no extension for Excusable Delays unless (i) as a result of such delay, Contractor was not reasonably able to work at the Project site for at least one-half or more of a work day, (ii) such delays are outside of the Contractor's reasonable control or are not the result of action or inaction of the Contractor, including any default under this Agreement (including failure to comply with CDC guidelines, (iii) the delay impacted the critical path of the Work, (iv) there is no remaining float time in the Construction Schedule, (iv) Contractor undertook reasonable efforts to avoid or mitigate the impacts of the delay, including, without limitation, modification of the Construction Schedule to undertake any action which are not restricted by the Excusable Delay, (v) there is no concurrent delay for which the Contractor is responsible; and (vi) no later than seven (7) days after the event causing

the delay Contractor delivers to Owner with written notice of the event causing such delay, including photos and other support or back up requested by the Owner to substantiate the delay, and a proposed Change Order. Failure to timely deliver notice under (vi) shall be deemed a waiver of Contractor's right to extend the Contract Time. In any Change Order, Contractor must provide documentation setting for the delay and updated critical path schedule, and a recovery plan. For the purposes of clarity, a Covid Delay shall not be permitted merely because of any scarcity or price increase in supplies, tools, material, labor or equipment or other variable costs. The Contractor shall not be entitled to damages or any additional compensation resulting from any Excusable Delay. Contractor shall comply with the Hurricane Preparedness Plan attached hereto as **Exhibit G**.

ARTICLE 4 CONTRACT SUM

§ 4.1 Based on the initial Schedule of Values set forth on **Exhibit "E"**, the Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **\$2,847,416.25**, subject to additions and deductions as provided in the Contract Documents. Contractor has based the Contract Sum on plans, specification, terms and conditions included with the Contract Documents and is unaware, at the time of execution of this Agreement, of any additional work that would increase the Contract Sum. Contractor shall work with the Owner in evaluating and/or finding ways to value engineer the plans and/or work with suppliers and Subcontractors to assist in reducing cost and any development associated with it, which shall reduce the Contract Sum down from what is proposed in this Agreement as well as the Contractor's fee or general conditions.

§ 4.1.1 Contractor acknowledges that it has reviewed the Project Site and understands that Owner is make no representation or warranties as to the cost, time or efforts necessary to complete the Work. To the contrary, Contractor accept the risk of entry onto the Project site and for any costs that exceed the Contract Sum provided hereunder. Contractor acknowledges that COVID and its affects may have an impact on the price, costs, or availability of supplies, tools, material, labor or equipment. Owner shall not be responsible for any costs associated with such shortages and the same shall be at Contractor's sole risk.

§ 4.1.2 Contractor acknowledges and agrees that Owner(or the CDD) is permitted to source soil, associated materials, or other materials in the critical path for the use of the Project. In such event, the Owner (or CDD) may cause the cost for the same to be paid directly by the Owner or CDD to the supplier. If such payment is made, the Contract Sum shall reduce for the costs associated with such materials, which shall include a corresponding reduction in the Contractor's Fee and general conditions. Contractor shall cooperate with all such efforts, including execution of such Change Orders, assignments or other Modifications, requested by the Owner to memorialize the same.

§ 4.2 For certain changes in the Work, the Contractor may charge a fee; provided there shall be no fee for deductive Change Orders; changes necessitated by code interpretations and/or value engineering, Excusable Delays, or to permit sourcing of direct, or allowance incorporated in the Work, or for changes that do not increase the Contract Time or required staff. For any other additive Changes, an additional Fee of 7%, will be paid to Contractor based on the net additional direct cost of (i) Subcontractors which perform the change order or extra work; (ii) the cost of material and installed equipment incorporated into the change or extra work, and (iii) rental cost of major equipment and related fuel costs necessary to complete the change in the Work. With respect to pricing the portion of change order proposals involving work performed by Subcontractors, their overhead and profit shall not exceed the total of 7%, on the net amount of the resulting change order to such Subcontractor, for any particular change order. Notwithstanding the foregoing, their shall be no fee for Change Order which Owner and Contractor execute based on a stipulated sum, in which event the stipulated sum shall be deemed to include the Cost of Work, Fee and Contractor's general conditions and overhead.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Contractor and Certificates for Payment issued by the Architect to Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 Unless otherwise required by the Lender or CDD, the period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 5.1.3 Provided that an accurate and complete Application for Payment, with detail and back-up attachments required in the Contract Documents, is received by the Owner and Architect not later than the **«Twenty-Fifth (25th)** day of a month, the Owner shall make payment to the Contractor in accordance with the Architect's Certificate of Payment issued for such Application for Payment not later than ten (10) days after the later of (i) receipt of the Architect's

Certificate of Payment, (ii) approval of such distribution of Lender, CDD, or any reviewing entity, and/or (iii) receipt of funds from the Lender or CDD for such payment. If an Application for Payment is received by the Architect after the application date fixed above (the 25th of the month), payment, in accordance with the Architect's Certificate of Payment, shall be made by the Owner not later than ~~«Ten»~~ («10») days after the Owner received disbursement from the Lender. In addition, Contractor shall submit to Owner and Architect a preliminary "pencil draft" of each such Application for Payment by the Twentieth (20th) day of each month; Owner, Contractor and Architect (and Lender if applicable or requested), in good faith, shall endeavor to discuss the preliminary draft of each Application to assist Contractor in its timely preparation and delivery of the Application for Payment by the Twenty-Fifth (25th) of the month. The submission, or failure to submit, and discussion, or lack of discussion over, each such preliminary "pencil draft" of each such Application shall not bind Owner or Contractor to any such informal discussions nor release or relieve Contractor from any of its obligations for the timely submission of an Application for Payment and compliance of such Application for Payment with the Contract Documents. Owner shall not be required to process more than one Application for Payment per calendar month.

§ 5.1.4 As a condition precedent to the Owner's obligation to make payment, with each Application for Payment, the Contractor shall include the following, all in form and substance satisfactory to the Owner, Lender or CDD and in compliance with Chapter 713, *Florida Statutes*: (i) the NTO Log and/or a list of all subcontractors, material men, or suppliers of any tier for all labor, equipment, materials and supervision furnished through the date of the most recent Application for Payment ("**Subcontractors**") with whom the Contractor has entered into subcontracts, purchase agreements or other agreement providing for the Work ("**Subcontracts**") or have delivered Notice to Owner or Notice to Contract and a breakdown as shall be required by Owner, Lender, or CDD; (ii) conditional lien waivers from all Subcontractors for all amounts included in the Application for Payment the form labeled and attached to this Agreement as **Exhibit "E-1"** ; (ii) duly executed unconditional waivers of Subcontractor's liens and claims from the Contractor and all Subcontractors for the prior month's Application for Payment, provided payment has been made for same to Contractor in the form labeled and attached to this Agreement as **Exhibit "E-2"** ("**Final Lien Waiver**"); (iii) upon request of Owner, Contractor shall supply the Owner with a progress payment affidavit set forth 713.06(3)(C)(1) in substantially the same form as the Final Contractor Affidavit set forth on **Exhibit "E-3"** ("**Payment Affidavit**"); and (iv) an updated Construction Schedule and updated Schedule of Values, including an updated percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment and a detailed Schedule of Values from each Subcontractor.

§ 5.1.5 Contractor agrees that any and all Applications for Payments shall include items reasonably requested by the Lender or CDD from time to time and such other information, documentation, and materials as the Owner, Lender, CDD the Architect may reasonably require to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee for the period covered by the Application for Payment. In addition, Contractor shall assist Owner in preparing any information required by Lender should it need additional information about the Work being performed under this Contract. In the event that Owner approves such Application for Payment or any portion thereof, Contractor shall furnish Owner with distribution reports setting forth amounts to be paid, identifying each payee and the amount owed it.

§ 5.1.6 Each Application for Payment shall be based on the most current Schedule of Values as prepared by Contractor in accordance with the Contract Documents and approved by Owner in writing (the "**Schedule of Values**"). The Schedule of Values shall be adjusted by Contractor to conform with Change Orders under the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Architect, Lender or CDD may reasonably require. Copies of checks issued by Contractor in payment of the Cost of the Work shall be available for review and copying by Owner. If an executed Subcontract amount is less than the applicable line item on the Schedule of Values, the difference shall be noted by the Contractor as potential savings on an updated Schedule of Values. If the Subcontract amount is greater than the applicable line item on the Schedule of Values, the difference shall be noted by the Contractor as a potential cost-overrun. The Contractor may also adjust the value of any line item in the Schedule of Values to reflect the current projected Cost of the Work.

§ 5.1.7 Each progress payment shall be computed as follows:

§ 5.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions; and
- .5 Retainage withheld pursuant to Section 5.1.8.

§ 5.1.8 Retainage

§ 5.1.8.1 For each progress payment made prior to Substantial Completion, Owner may withhold 10% as retainage. Contractor's Fee will be subject to retainage at 10% through Substantial Completion.

§ 5.1.8.2 Upon Substantial Completion, the Contractor shall be paid the retainage withheld from prior Application for Payment, less a sum equal to 150% of the value of the minor incomplete Work and the Punch Lists, as such sum is determined by the Architect and less a reasonable sum for liens recorded or threatened by those providing labor, services or materials under Contractor and for which Contractor has been paid the corresponding sum due Contractor. All reductions or distributions from retainage, if any, shall be subject to Lender and/or CDD approval. Contractor may submit an Application for Payment for early release of any Subcontractor's retainage for work which has been completed and whose lien rights are expiring; provided that such Subcontractor has not committed a default under the Subcontract, Contractor is not in default hereunder, and the Work has been fully approved and accepted by the Owner and Architect. Owner shall withhold up to 150% of the cost to complete any Punch List or other items from such distribution.

§ 5.1.9 Except with the Owner's prior approval, which may be withheld in Owner's sole discretion, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. Contractor has fully performed the Contract and Owner is provided record plans and specifications, and all special warranties and equipment operation and maintenance manuals, except for the Contractor's responsibility to correct Work as provided in Article 12 of General Condition, and to satisfy other requirements, if any, which extend beyond final payment.

2. Contractor has submitted a final Pay Application with all items required of the progress payment applications.

3. Contractor has delivered to Owner a Contractor's Final Payment Affidavit in accordance with Section 713.06 (3), *Florida Statutes*, in the form labeled and attached to this Agreement as **Exhibit "F-3"**, together with (i) a Final Lien Waiver from Contractor and all Subcontractors; (ii) final NTO Log; and (iii) final Schedule of Values. Contractor shall provide such other information reasonably requested by Owner, CDD, Lender or surety to establish payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the same.

4. Contractor has delivered to Owner a statement prepared by Contractor setting forth Contractor's determination of the total amount of cost-savings or cost-overruns, if any.

5. Contract has delivered to Owner of warranties, specifications and operation manuals for all equipment, roof, and other portions of the Project, including those covered by third party warranties and all operation and maintenance training of all systems has been accomplished and documented.

6. Contractor has deliver to Owner a certificate evidencing that insurance required by the Contract Documents shall remain in force after Final payment is currently in effect and shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; together with a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents.

7. Contractor has delivered to Owner an electronic copy (in PDF file format) of the As Built Drawings detailing all changes or deviations from the original Contract Documents and the other Submittals required by the Contract Documents to show the true locations, with accurate dimensions, of the architectural and engineered systems of the component and/or the Work to the satisfaction of the Owner and Architect.

8. Contractor has provided Owner with one complete set of all approved Change Orders, in such format as Owner reasonably requests.

9. Contractor has completed its final site clean-up and restoration in accordance with the Contract Documents and Required Standards of Performance, including, without limitation, disconnecting all utilities; removal of all temporary facilities, tools, components or excess materials and miscellaneous debris, supplies, equipment and trailers; repairing or restoring damaged by Contractor.

10. Contractor has delivered to Owner evidence that all components of the Project have passed all required governmental inspections and all applicable certificates of occupancy or similar certificates for use have been issued.

11. Contractor has delivered to Owner evidence reasonably satisfactory to Owner, that all Punch List items remaining to complete the Project in accordance with the Contract Documents requirements and any requirements from the Governing Authorities have been completed, and all costs and expenses incurred in connection with same have been paid or otherwise satisfied.

12. Final Certificate for Payment has been issued by Architect.

13. Any Surety's Lender's and/or CDD's consent to make final payment has been received, including any final requirements of the Lender of CDD;

14. Owner, Lender and/or CDD has completed a final accounting.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than the later to occur of (a) 30 days after the issuance of the Architect's final Certificate for Payment, (b) satisfaction of the conditions to Final Payment stated above in Section 5.2.1, and (c) the Owner receives disbursement from the Lender for the Final Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

« N/A »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 4 of the General Conditions.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 4 of the General Condition, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

Claims, disputes and other matters in controversy between and/or among Contractor (and/or its Subcontractors and/or its suppliers), and Owner, directly or indirectly involved or in any way related to the Work and/or the warranties related thereto shall be submitted to non-binding mediation in accordance with Article 4 of the General Conditions before and as a condition precedent to formal dispute resolution. Contractor shall require the inclusion of this mediation requirement in all its Subcontracts.

WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ON ARISING OUT OF, UNDER OR IN CONNECTION WITH THE CONTRACT DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THE CONTRACT DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CONTRACTOR AND THE SUBCONTRACTOR TO ENTER INTO THIS AGREEMENT.

Waiver of Notice and Cure Timeframe Procedures of Chapter 558, Florida Statutes, As Modified by the Parties: OWNER AND CONTRACTOR ACKNOWLEDGE AND AGREE TO SUBSTITUTE THE NOTICE AND CURE TIMEFRAME PROCEDURES UNDER CHAPTER 558, FLORIDA STATUTES, FOR THE FOLLOWING: THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, APPLY EXCEPT THAT ANY TIME PERIODS REFERENCED IN CHAPTER 558, FLORIDA STATUTES, IN EXCESS OF THIRTY (30) DAYS ARE HEREBY REDUCED TO THIRTY (30) DAYS

ARTICLE 7 TERMINATION OR SUSPENSION

§7.1 Termination

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions. The amount, if any, to be paid to Contractor in the event of a termination for cause by Contractor under Section 14.1 of the General Conditions is as set forth in Section 14.1.3 of the General Conditions and the amount, if any, to be paid to Contractor in the event of Owner's termination for convenience under Section 14.4 of the General Conditions is as set forth in Section 14.4.3 and 14.1.3 of the General Conditions.

§ 7.1.2 Termination by the Owner

§ 7.1.2.1 No sums under Section 14.2 of the General Conditions shall be due Contractor until, as a condition precedent, the Work is finally completed and Owner is compensated from the Contract Sum for such costs and damages of completion (and applicable liquidated damages), including any legal fees and costs associated with replacement of the Contract, including any additional mobilization fees or fees associated with review of Contractor's work; provided, however, unless the Subcontracts are assigned as contemplated in the General Conditions, that notwithstanding this provision, and without release, waiver, prejudice, or compromise of any rights of Owner because of such termination (including under this Agreement and bonds on the Project), Owner shall proceed to pay Contractor (in exchange for releases otherwise required under this Agreement) for sums clearly owed to Subcontractors or suppliers for completed and non-defective Work, who are not reasonably deemed at fault or responsible for such termination, so long as (i) Surety, if any, on each payment and performance bond issued for each Subcontractor provides its prior written consent, and the CDD and Lender, as applicable provides written consent, to such payment(s) and (ii) such payment(s) do not unreasonably compromise or prejudice Owner's access to the unpaid Contract Sum for utilization in completion or correction of the Work, and for offset of sums otherwise owed Owner under this Agreement because of the termination. This provision is to be reasonably interpreted, and Owner shall not be held to have released, waived, or be estopped in asserting rights, claims or damages otherwise owed because of such termination, because of Owner's payments to Subcontractors or suppliers, if any, under this provision, or because of Owner's determination that it is

unable to make any such payments in order to reasonably protect its interests, or because of Surety's refusal to provide prior written Consent of Surety to any such payments. Any claim by Contractor made for payment hereunder shall be reduced by amounts paid to Subcontractors in accordance with this Section.

§ 7.1.2.2 In the event of Owner's termination for cause or Owner's termination for convenience, the Owner shall pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Contract Sum. Owner shall pay such fair compensation only at the time: for a termination for cause, when the Work is finished, and then subject to claims and set-offs of the Owner under Section 14.2 of the General Conditions or other remedies available to Owner at Applicable Law or in equity; and for a termination for convenience, when sums are payable to Contractor upon such a termination under Section 14.4 of the General Conditions, subject to claims and set-offs of the Owner under such Section. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements) allowable for termination for cause or termination for convenience, the Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such Subcontracts or purchase orders

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Primary Representative:
Owais Khanani
189 South Orange Avenue, Suite 1550
Orlando, Florida 32801
owais@elevationdev.com
321-287-4898

Alternative Representative:
Dan Eshleman
Development Manager
189 South Orange Avenue, Suite 1550
Orlando, Florida 32801
dan@elevationdev.com
407-417-2885

§ 8.2.1 A copy of any written notice provided to Owner's Primary or Alternative Representative shall be also sent to the Alternate Representative.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

True Site Services
Sanjar Meah
37 N Orange Ave Suite 307
Orlando, FL 32801
Sanjar@TrueSiteServices.com
(407) 705-9633

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior written notice to the other party.

§ 8.4.1 All notices, demands, or requests required or permitted to be given pursuant to this Agreement or the other Contract Documents shall be in writing and shall be deemed to have been properly given or served and shall be effective upon either (i) hand delivery, (ii) three days after being deposited in the United States mail, postpaid and registered or certified with return receipt request, or (iii) the next business day after being deposited with a reputable overnight delivery service, provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a change in address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice, demand or request, if given to Contractor, shall be addressed to Contractor's Representative. Any such notice, demand or request, if given to Owner, shall be addressed to Owner's Representative with a copy to:

Greenspoon Marder, LLP
Michael G. Candiotti
201 E. Pine Street, Suite 500
Orlando, FL 32801
Michael.candiotti@gmlaw.com

§ 8.4.2 Emailed pdf or other electronic signature will constitute originals for all purposes whatsoever. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single agreement.

§ 8.5 **Insurance and Bonds.** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds (as modified by the parties), and elsewhere in the Contract Documents.

§ 8.6 Other Provisions:

§ 8.6.1 Owner reserves the right, to the extent Contractor's Progress or Final Pay Affidavit(s) disclose sums Contractor owes others for Work performed, to directly pay (or to jointly pay by joint check with Contractor) Subcontractors, and other laborers, vendors or any others providing, supplying or supporting any portion of the Work of this Agreement. Such payments may be made by Owner upon Contractor's default or upon Owner's prior written notification to Contractor of its intent to make such direct (or joint) payment. Any such payments properly made shall be deducted from sums then or later owed Contractor. Owner shall have no liability to Contractor because of such a direct or joint payment.

§ 8.6.2 Contractor shall safeguard, maintain in a reasonably clean condition and protect all entrance and adjacent roadways and pavement areas, including parking lots, from the construction process prior to Final Completion. Contractor is responsible for all security and safety-related signage for the Project site after commencement of Work through Final Completion of the Work to protect workmen and those who foreseeably may enter upon the Project site, to include representatives of Owner, Lender, Architect and the general public. Contractor shall clean its work areas as required to maintain good housekeeping. Contractor shall maintain order and discipline among all of Contractor's workers and Subcontractors on the Project. Any worker discovered to be under the influence of alcohol or drugs shall be promptly removed from the site and driven home. Such workers shall not utilize radios or "boom boxes" at the Project and shall dress in appropriate work clothes for the Project. Contractor shall provide suitable off-site disposal of the contents of waste dumpsters at the Project site. Owner reserves the right to require that such dumpsters be relocated from time to time at Owner's written direction. Contractor shall assure that servicing of such dumpsters, and the emptying of such dumpsters from time to time, shall not disturb adjoining landowners. The cost of compliance with this Section is included in the Contract Sum. The cost of compliance with this Section is included in the Contract Sum.

§ 8.6.3 Other than as required by Applicable Law, there shall be no signage on the Project Site except such signage as is expressly approved by the Owner in advance and in writing, which approval shall contemplate (but not be limited to) location, size, lettering and color. Signs may only be allowed when approved by Owner and may only be located where directed to be located by Owner.

§ 8.7 **Time is of the Essence of the Contract Documents.** Contractor acknowledges and agrees that it has reviewed and negotiated the various time limits or periods set forth in the Contract Documents and that any changes in such

time limits or periods made in accordance with the terms of the Contract Documents will be similarly reviewed and negotiated by it.

§ 8.8 Nondisclosures. Contractor will keep confidential and not make any public announcement, disclose or make available to any person or make any use of, directly or indirectly, whether in verbal, written, electronic or other form, and Confidential Information, whether in other than in the performance or implantation of the Work. Contractor further agrees that it shall not make any announcements or release any information or photographs concerning this Agreement, the Work, the Owner or the Project or any part thereof to any member of the public or press or any official body unless prior written consent is obtained from the Owner. “**Confidential Information**” means any information any information regarding the Owner, Project or Work, whether written oral, which is not designated as non-proprietary in nature, and includes written, electronic, oral or other forms of (i) procedures, designs, layouts, dimensions, descriptions, drawings, plans, diagrams, specifications, computer programs, systems, know-how, trade secrets and other technical data Project information, policies and contracts including the Contract Documents; or (ii) information regarding Owner’s business plans, strategies or operations; provided, however, that Contractor will be permitted to disclose any Confidential Information to the extent (a) required by court order or under Applicable Law; (b) as necessary to make appropriate tax files to the department of revenue or internal revenue services, or (c) reasonably required for purposes of obtaining bids or obtaining or enforcing Subcontracts. Contractor will not use the Confidential Information in any manner which competes with or is detrimental to the interest of Owner. Contractor acknowledges that irreparable injury will result to Owner and its business if Contractor breaches the provisions of this Section and that money damages would not be a sufficient remedy for any such breach. Contractor therefore agrees that if Contractor or any of its Subcontractors should engage, or cause any other person or entity to engage, in any act in violation or threatened violation of any provision hereof, Owner, in addition to such other remedies, damages and relief as may be available under Applicable Law, shall be entitled to a temporary restraining order and/or a permanent injunction specifically enforcing the provisions of this Section. Contractor will cause its Subcontractors and suppliers to be bound to the provisions of this Section for the benefit of Owner. Contractor shall take all steps which may be necessary or appropriate in order that its employees and all Subcontractors adhere to the provisions of this Agreement. Appropriate clauses to carry out the purpose and intent hereof shall be included in all Subcontracts, purchase orders and contracts entered into by the Contractor related to the Project.

§ 8.9 CDD Provisions.

§ 8.9.1 Notwithstanding Section 8.8, to the extent this Agreement or any portion of the Work is assigned to the CDD, Contractor acknowledges and agrees that any books, documents, records, correspondence or other information kept or obtained by the Contractor or furnished by the Owner/CDD to Contractor in connection with the services contemplated herein, and any related records, are property of the CDD. GRANTEE agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, *Florida Statutes*. Contractor agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by Contractor are “public records” which must be available to the public. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*

§ 8.9.2 Nothing contained herein shall cause or be construed as a waiver of the CDD’s sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Contract Documents shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§9.1 This Agreement is comprised of the following documents:

- .1 General Conditions
- .2 Exhibit A, Insurance and Bonds, AIA Document A101™–2017,
- .3 Exhibit B - Schedule of Key Personnel
- .4 Exhibit C - Construction Schedule
- .5 Exhibit D - Reserved
- .6 Exhibit E - Schedule of Values
- .7 Exhibit F – Composite Contractor Forms
 1. Conditional Lien Waiver
 2. Final Lien Waiver
 3. Contractor Affidavit

- .8 Exhibit G - Hurricane Preparedness Policy and Procedures
- .9 Exhibit I - Contractor's Certificate of Insurance
- .10 Exhibit J - Scope of Work and List of Drawings.

This Agreement entered into as of the effective date, the 27th day of September 2021 first written above.

ELEVATION PRESTON COVE, LLC




OWNER (Signature)

« »« » **Owais Khanani, Manager**
(Printed name and title)

Date: January 28, 2022

True Site Services



CONTRACTOR (Signature)

« »« » **Sanjar Meah, Owner**
(Printed name and title)

Date: January 28, 2022

AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the « 27th » day of September in the year «2021 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Elevation Preston Cove LLC
189 South Orange Avenue, Suite 1550
Orlando, Florida 32801

and the Contractor:
(Name, legal status, address and other information)

« True Site Services
« 37 N Orange Ave Suite 307
« Orlando, FL 32801

for the following Project:
(Name, location and detailed description)

Preston Cove Phase 1B

The Architect (though the below entity is an Engineer, they will be referred to as “Architect” throughout this document):
(Name, legal status, address and other information)

Hanson, Walter & Associates, Inc.

The Owner and Contractor agree as follows.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 Generally. The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern, except for any inconsistency affecting the quality, quantity or other requirements for the Work, which shall be controlled by Section 1.2.1 of the AIA Document A201™–2017, General Conditions of the Contract for Construction (as modified by the parties, the “**General Conditions**”). All references throughout the entirety of the Contract Documents (i) to “**Lien**” or “**Liens**” shall refer to lien rights of those providing labor, services or materials under or through Contractor, which are for the Work generally governed by the law of the state in which the Project is located (the “**State Law**”); (ii) to the transfer of liens to bond shall refer to the applicable process pursuant to the State Law; and (iii) to “**Lienor**” shall refer to each party providing labor, services or materials under or through Contractor, at whatever tier or level, when such party has lien rights therefor, regardless of whether the Lienor has filed or recorded the appropriate instrument to timely perfect such rights.

§ 1.2 Lender and CDD.

§ 1.2.1 Contractor acknowledges that Owner is obtaining certain financing for the Project from a third-party(ies) (each a “**Lender**”). Additionally, Contractor acknowledges and agrees that the Project Site is (or will be) within the jurisdiction of a Community Development District (the “**CDD**”). In order to perform under the Contract Documents, Owner may be required to comply with certain requirements of the CDD or Lender, including the terms and conditions embodied in the Lender’s loan agreement and related documents. Contractor agrees to comply with the reasonable requirements of the Lender and/or CDD that bear upon the performance of the Work and to make such commercially and mutually agreeable amendments to the Contract Documents as may be necessary to document such compliance.

§ 1.2.2 The Owner may, without consent of the Contractor, at any time and from time to time, assign the Contract Documents, in whole or in part, or any portion thereof, to Lender, the CDD, or to any subsidiary, related, or affiliated company of Owner for its convenience and in its sole discretion. The Contractor shall execute all consents reasonably required to facilitate the assignment. Such assignment may be, collaterally or direct, to the Lender and/or CDD, including without limitation, the right of Owner to assign to the CDD portions of the Contract related to the purchase of materials, supplies and equipment. Contractor acknowledges and agrees that assignment of a portion of the Contract, including, without limitation, the right to purchase materials, may represent a significant cost savings to the Owner

and Contractor shall cooperate with the CDD and the Owner to the fullest extent possible. Notwithstanding the reference to the Lender or CDD, absent expressed assignment or other evidence in written from Owner and Contractor, neither Lender nor the CDD shall be an intended third party beneficiary or have rights under this Agreement. The Contractor acknowledges and agrees that it is not a third-party beneficiary under the Loan documents and that Contractor and Lender are neither partners nor engaged in a joint venture in any respect. If Owner were to assign this Agreement, Contractor shall, upon Lender's request, continue performance under this Agreement. Contractor agrees to review, execute, and deliver reasonable documents to formalize such assignment or any assignment pursuant thereto. Contractor may not assign this Agreement or any Contract Documents. To facilitate such assignment, Contractor agrees that Owner may require the Work to be segregated to a separate construction agreement or similar documentation as may be required by the CDD or Owner.

§ 1.2.3 Contractor agrees to cooperate with the Owner, Lender and CDD as well as their respective inspector's reasonable requirements so as not to delay the Project. Not to limit the generality of the foregoing, Contractor shall: (i) make the site of the Work available at reasonable times for inspection, including any off site areas where materials are stored, (ii) consent to and execute all documents reasonably requested by the Owner in connection with this Agreement and the Drawings and Specifications for collateral purposes; and (iii) promptly furnish Owner with information, documents, and materials that Owner may reasonably request from time to time in order to comply with the requirements of the Lender or CDD.

§ 1.2.4 In the event of a default of Owner under its loan agreement with Lender, upon request of the Lender, unperformed part of this Contract will be performed by the Contractor for the benefit and at the expense of the said Lender, should the Lender so elect.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in, or reasonably inferable from, the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. In addition:

§ 2.1 Contractor agrees to execute the Work and provide the services set forth herein and in the Contract Documents and to fully and timely perform the obligations of Contractor herein and in the Contract Documents.

§ 2.2 Contractor agrees to perform or cause to be performed in a good and workmanlike manner the Work, all in accordance with the terms and provisions of the Contract Documents and in accordance with applicable law, including without limitation any and all building codes, statutes, ordinance, resolutions, regulations, policies, rules, or any permit or approval conditions for the Work of any governmental or quasi-governmental entity or authority, including without limitation, those of the United States, State of Florida, local government, taxing bodies, water management district, environmental protection agencies or other regulatory entity with jurisdiction ("**Governing Authorities**") over the Project, Work, Contractor or site ("**Applicable Law**"). In performing the Work, Contractor's duties shall include, without limitation: (i) identifying, analyzing and providing recommendations to Owner for implementing the Contract Documents with regard to the actual conditions encountered in the field without engaging in architectural or engineering design; (ii) coordinating, supervising, implementing and enforcing any and all construction activities necessary or appropriate to completion of Work pursuant to the Contract Documents; (iii) coordinating, supervising and addressing the claims, requests or inquiries of Subcontractor(s) and, if directed by Owner, governmental officials; (iv) provide Owner with information concerning the Work; and (v) if required as a result of the Work, assist the Owner in securing the issuance of temporary and permanent certificates of occupancy. Without limitation to the foregoing and without limitation to any other duty or obligation of Contractor hereunder, Contractor will use its diligent, good faith efforts at all times and in a manner consistent with the Contract Documents to further the interests of Owner with respect to the Project and to cause the timely completion of the Work in accordance with the terms and provisions of the Contract Documents.

§ 2.3 Contractor represents, warrants and covenants the following to Owner, which are a material inducement to Owner to execute this Agreement, and shall survive termination or expiration of this Agreement and the final completion of the Work.

§ 2.3.1 Contract it will perform all such duties required of it under the Contract Documents and Applicable Law, shall further the best interests of Owner as required by the Contract Documents, and shall perform all of the Work, all with the level of care, skill, safeguards, competence, efficiency, judgment and performance which can reasonably be expected of a licensed contractor having substantial and broad experience in the type of site construction for this Project (the "**Required Standard of Performance**").

§ 2.3.2 Contractor is a sophisticated Florida General Contractor who possesses the experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project to be able to perform the Work with the care, skill, and diligence necessary to complete the Project successfully. The Contractor is authorized to do business in Florida and is properly licensed by all Governing Authorities having jurisdiction over the Contractor, the Work, and the Project.

§ 2.3.3 The Contractor acknowledges and declares that it has visited and examined the site; examined all physical, legal, and other conditions affecting the Work; and is fully familiar with all of the surface conditions and subsurface conditions of the Project Site, or any other property for which Work will be performed or materials stored. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (i) the nature, location, and character of the Project and the site including, without limitation, the surface and subsurface conditions of the site and all exposed structures and obstructions thereof, both natural and man-made, and all surface water conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including, without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner required by the Contract Documents.

§ 2.3.4 The Contractor is financially solvent, able to pay all debts as they mature, and has sufficient working capital to complete the Work and perform all obligations required under this Agreement; the Contractor is able to furnish the plans, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so.

§ 2.3.5 The Contractor is familiar with the guidance provided by the center for disease control (“CDC”) and other Governing Authorities related to the COVID-19 PANDEMIC (“COVID”). Contractor shall be responsible for complying and ensuring all of its Subcontractors, materialmen, or any other party claiming by or through Contractor are in compliance with the Applicable Law, including the CDC’s and other Governing Authorities guidelines, rules, regulations or recommendations while on or traveling to or from the Project Site, including any recommendation for mask wearing.

§ 2.4 If Contractor determines prior to the commencement of a particular portion of the Work that work not shown in the Contract Drawings or Specifications is, nonetheless, work necessary to produce the results intended by the Contract Documents, Contractor shall so notify the Architect and Owner, specifically and clearly, in writing before commencing such work. If the Architect or Owner determines that such work is not necessary, notice of that determination shall be given to Contractor within seven (7) days following Contractor’s notice. Contractor waives any right to compensation for such work if Contractor performs such work without first giving the notice required by this Section, or in the event Contractor performs the work even though Architect or Owner provide timely written notice that such work is not necessary.

§ 2.5 Contractor shall furnish skilled, unskilled and properly trained staff as may be required for the performance of the Work. The key members of Contractor’s staff shall be persons agreed upon with Owner and identified in the “**Schedule of Key Personnel**” attached hereto as **Exhibit “B”**. Such key personnel shall include, but not be limited to the Contractor’s Representative named herein below, Contractor’s Project Manager and Contractor’s Superintendent and shall not be changed without the written consent of Owner unless such person becomes unable to perform any required duties due to death, disability, unacceptable performance or termination of employment with Contractor. If any Key Personnel is not capable of performing, Owner and Contractor shall agree on a mutually acceptable substitute, which approval shall not be unreasonably conditioned, delayed or withheld. The Contractor shall carefully supervise and direct the Work, and shall be solely responsible for all construction means, methods, materials, techniques, sequences and procedures and for coordinating all portions of the Work as well as performance of the Work of its Subcontractors in accordance with the Agreement. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

§ 2.6 Contractor shall maintain a Notice to Owner log for all Subcontractors and materialmen (and all lower tiers) who provide a Notice to Owner or Notice to Contractor, which shall be shared with Owner with each Application for Payment hereunder and/or upon Owner’s request (“**NTO Log**”).

§ 2.7 The Project preliminary Construction Schedule is attached as **Exhibit “C”** (the “**Construction Schedule**”) Contractor shall prepare (at no additional cost to Owner), updates to the Construction Schedule and shall submit same with each Application for Payment (as described below) (or in the absence of an Application for Payment, once each

month). The updated Construction Schedule shall (i) identify, for any materials to be directly purchased by Owner, specific lead times for ordering and deliveries of such materials so as to coincide with, and not delay, the Work of the Agreement and (ii) reflect activities impacted by delays to date, with a revised completion date separately identified for substantial and final completion of the Work. The Construction Schedule updates shall include all minor improvement work to be performed under separate agreements between Owner and other contractors when such work was not included in the original or subsequently updated schedules because agreements for such work were not earlier executed. The Construction Schedule shall include an allowance of ten (10) days for delays outside of the control of the Contractor (a.k.a float period).

§ 2.7.1 Before commencement of Work, and if requested by Contractor or Owner, Contractor and Owner shall conduct a preconstruction meeting at the Project site. The Contractor's Project Manager and Superintendent shall be in attendance. At this meeting, the Construction Schedule will be reviewed and all aspects of Contractor's mobilization and on-site administrative issues will be discussed and resolved, to include, by example, the location at the Project of any office trailer or storage trailers to be utilized by Contractor and the destination of staging areas for deliveries and storage of materials and equipment Owner's participation in such preconstruction meeting shall not waive or release the Contractor's obligations for the Work, and warranties, under the Contract Documents.

§ 2.7.2 There shall be bi-weekly Project site meetings to be attended by Contractor's Project Manager and Superintendent, and the Owner's Representative. Such meetings may also be attended by representatives of the Lender, CDD or Architect and minutes shall be timely prepared by Contractor and copied to the attendees.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The Date of Commencement of the Work will be the date set forth in Owner's Notice to Proceed in such form as reasonably acceptable to Owner and Contractor. Owner shall not be required to provide any Notice to proceed, unless and until: (i) all required permits have been issued by the applicable Governing Authorities (excluding trade permits); (ii) if required for the Work, the Notice of Commencement, or its equivalent, has been executed and provided to Contractor, and properly filed, to the extent required by Applicable Law; (iii) if required for the Work, Contractor has submitted to Owner evidence of any surety or other bond required by the Contract Documents, (iv) evidence acceptable to Owner that all required insurance for Contractor is in place; and (v) this Agreement has been fully executed, and all necessary exhibits have been prepared and attached hereto in form reasonably acceptable to the Owner. The Notice to Proceed will be signed by Owner and Contractor to confirm agreement on the Date of Commencement. The Contract Time shall be measured from the date of Date of Commencement.

§ 3.2 Substantial Completion

§ 3.2.1 "Substantial Completion" is defined as the date upon which the last of the following events have occurred: (i) all Work other than incidental corrective or Punch List work shall have been completed and all equipment, utilities and engineered systems installed by the Contractor are established as fully functional and operational after testing, start-up and commissioning performed by the Owner and, where applicable, verified as operational; (ii) all required final approvals for the Work have been issued by the appropriate Governing Authorities, including but not limited to certificate of occupancy or completion; and (iii) all Work described in this Agreement and Contract Documents has been completed as approved by Owner, Architect, Lender and CDD (as applicable). "Punch List" shall mean all items with respect to any of the Work of the Project, not yet completed, replaced, repaired or otherwise corrected which (a) are approved in writing by Owner, (b) can be readily and fully completed, replaced, repaired or otherwise corrected within a thirty (30) day period and Contractor has agreed to do on or before such thirtieth (30th) day from the applicable date of Substantial Completion of the Work, and (c) are of such a minor nature so as not to affect the anticipated and continued sequence of other construction at the Project as well as the use and enjoyment of the Project by Owner.

§ 3.2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than the date set forth on the Construction Schedule, subject to adjustments in Contract Time as provided in the Contract Documents.

§ 3.2.3 If Contractor fails to achieve Substantial Completion of the Work within the Contract Time (as such date may be amended by Change Order pursuant to the terms of the Contract Documents), the Contractor shall pay to Owner, as liquidated damages, the following sums: (i) \$2,000 per day, for each calendar day of delay thereafter that Substantial Completion is delayed, and (ii) if such delay is beyond sixty (60) days, in addition to other remedies provided hereunder, an amount equal to the Contractor's mobilization and/or initial review fee as set forth on the Schedule of Values set forth below. Contractor understands and agrees that the Work hereunder is part of a larger project which

will be substantially delayed by Contractor's failure to timely perform. In no event shall liquidated damages be considered as a penalty, the parties agreeing that it is intended to cover any and all losses which may be incurred by the Owner by reason of Contractor's failure to timely complete the Project, time being of the essence of this Agreement and a material consideration thereof. It is hereby agreed that the liquidated damages to which Owner is entitled hereunder are a reasonable forecast of just compensation for any and all damages that would be caused by Contractor's failure to achieve timely Substantial Completion of the Work but do not compensate the Owner for the cost to complete any portions of the Work not completed by Contractor and which are not related to delay. It is understood that the terms of this Section shall not prejudice or affect, in any manner, the Owner's right to terminate the Contract, to damages and/or for the cost to complete uncompleted Work. Contractor shall promptly pay such liquidated damages to Owner, and Owner may, at its option, retain, deduct and setoff against any amount of monies which may be payable to the Contractor, including any cost savings or Retainage. All liquidated damages under this provision, which remain unpaid, shall bear interest from the date of demand until paid at the maximum rate permitted by Applicable Law. Any such Liquidated Damages that the Owner does not deduct from payments due the Contractor shall be payable upon demand by Contractor to Owner.

§ 3.3 Final Completion.

§3.3.1 "Final Completion" shall mean (i) the Work described in the Contract Documents has been timely and fully completed; (ii) no Punch List items remain outstanding and all such items have been completed, repaired, replaced, or otherwise credited to Owner's satisfaction, and (iii) Contractor has delivered to Owner those documents and material as referenced in Section 5 below that serve as conditions precedent to Final Payment to Contractor.

§3.3.2 The Contractor shall achieve Final Completion of the entire Work not later than the earlier of (i) thirty (30) days following Substantial Completion or (ii) the date set forth on the Construction Schedule, subject to adjustments in Contract Time as provided in the Contract Documents.

§ 3.3.3 In the event Contractor fails to complete all Punch List items within thirty (30) days from the date of Substantial Completion, Owner may, at its option and without prejudice to or waiver of any other remedies it may have, retain from monies otherwise due to Contractor hereunder, an amount equal to one hundred and fifty percent (150%) of the amount estimated as needed to pay for completion of any such items whether by the Owner or by a third party.

§ 3.4 Delays and Extensions. Time is of the essences with respect to each item set forth on the Construction Schedule, including Substantial Completion and Final Completion. Contractor shall perform the Work diligently and expeditiously to achieve Substantial Completion and Final Completion, time being of the essence as to all specified dates of performance in this Agreement.

§ 3.4.1 There shall be no extension of the Contract Time or increase in the Contract Sum except pursuant to a fully-executed Change Order. Each Change Order shall reflect the full extent of any increase in the Contract Time, to the extent then determinable, and each such Change Order shall be all inclusive with respect to changes in the Contract Time. The Contractor shall not unreasonably present a proposed Change Order to the Owner when the circumstances do not justify a change to the scope of Work and/or the Contract Time. Any additional Contract Sum and/or Contract Time must be approved by the Owner pursuant to the Owner's written execution of the Change Order; any work performed pursuant to a Change Order prior to the Owner's written execution will be performed at the cost of the Contractor.

§ 3.4.2 In the event that the critical path of the Work is delayed by (a) delay in material delivery outside of the Contractor's control ("Delivery Delay"), weather conditions ("**Weather Delay**"), or as a result of any stay-at-home order or similar regulation relating to COVID ("**Covid Delays**"), such delays will be categorized as "**Excusable Delays**" and Owner may not unreasonably withhold consent to Change Order increasing the Contract Time. In such event, the extension shall consist of a one day extension of the Contract Time for each day lost to critical path activities, net of any float period. There shall be no extension for Excusable Delays unless (i) as a result of such delay, Contractor was not reasonably able to work at the Project site for at least one-half or more of a work day, (ii) such delays are outside of the Contractor's reasonable control or are not the result of action or inaction of the Contractor, including any default under this Agreement (including failure to comply with CDC guidelines, (iii) the delay impacted the critical path of the Work, (iv) there is no remaining float time in the Construction Schedule, (iv) Contractor undertook reasonable efforts to avoid or mitigate the impacts of the delay, including, without limitation, modification of the Construction Schedule to undertake any action which are not restricted by the Excusable Delay, (v) there is no concurrent delay for which the Contractor is responsible; and (vi) no later than seven (7) days after the event causing

the delay Contractor delivers to Owner with written notice of the event causing such delay, including photos and other support or back up requested by the Owner to substantiate the delay, and a proposed Change Order. Failure to timely deliver notice under (vi) shall be deemed a waiver of Contractor's right to extend the Contract Time. In any Change Order, Contractor must provide documentation setting for the delay and updated critical path schedule, and a recovery plan. For the purposes of clarity, a Covid Delay shall not be permitted merely because of any scarcity or price increase in supplies, tools, material, labor or equipment or other variable costs. The Contractor shall not be entitled to damages or any additional compensation resulting from any Excusable Delay. Contractor shall comply with the Hurricane Preparedness Plan attached hereto as **Exhibit G**.

ARTICLE 4 CONTRACT SUM

§ 4.1 Based on the initial Schedule of Values set forth on **Exhibit "E"**, the Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **\$2,196,298.00**, subject to additions and deductions as provided in the Contract Documents. Contractor has based the Contract Sum on plans, specification, terms and conditions included with the Contract Documents and is unaware, at the time of execution of this Agreement, of any additional work that would increase the Contract Sum. Contractor shall work with the Owner in evaluating and/or finding ways to value engineer the plans and/or work with suppliers and Subcontractors to assist in reducing cost and any development associated with it, which shall reduce the Contract Sum down from what is proposed in this Agreement as well as the Contractor's fee or general conditions.

§ 4.1.1 Contractor acknowledges that it has reviewed the Project Site and understands that Owner is make no representation or warranties as to the cost, time or efforts necessary to complete the Work. To the contrary, Contractor accept the risk of entry onto the Project site and for any costs that exceed the Contract Sum provided hereunder. Contractor acknowledges that COVID and its affects may have an impact on the price, costs, or availability of supplies, tools, material, labor or equipment. Owner shall not be responsible for any costs associated with such shortages and the same shall be at Contractor's sole risk.

§ 4.1.2 Contractor acknowledges and agrees that Owner(or the CDD) is permitted to source soil, associated materials, or other materials in the critical path for the use of the Project. In such event, the Owner (or CDD) may cause the cost for the same to be paid directly by the Owner or CDD to the supplier. If such payment is made, the Contract Sum shall reduce for the costs associated with such materials, which shall include a corresponding reduction in the Contractor's Fee and general conditions. Contractor shall cooperate with all such efforts, including execution of such Change Orders, assignments or other Modifications, requested by the Owner to memorialize the same.

§ 4.2 For certain changes in the Work, the Contractor may charge a fee; provided there shall be no fee for deductive Change Orders; changes necessitated by code interpretations and/or value engineering, Excusable Delays, or to permit sourcing of direct, or allowance incorporated in the Work, or for changes that do not increase the Contract Time or required staff. For any other additive Changes, an additional Fee of 7%, will be paid to Contractor based on the net additional direct cost of (i) Subcontractors which perform the change order or extra work; (ii) the cost of material and installed equipment incorporated into the change or extra work, and (iii) rental cost of major equipment and related fuel costs necessary to complete the change in the Work. With respect to pricing the portion of change order proposals involving work performed by Subcontractors, their overhead and profit shall not exceed the total of 7%, on the net amount of the resulting change order to such Subcontractor, for any particular change order. Notwithstanding the foregoing, their shall be no fee for Change Order which Owner and Contractor execute based on a stipulated sum, in which event the stipulated sum shall be deemed to include the Cost of Work, Fee and Contractor's general conditions and overhead.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Contractor and Certificates for Payment issued by the Architect to Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 Unless otherwise required by the Lender or CDD, the period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 5.1.3 Provided that an accurate and complete Application for Payment, with detail and back-up attachments required in the Contract Documents, is received by the Owner and Architect not later than the **«Twenty-Fifth (25th)** day of a month, the Owner shall make payment to the Contractor in accordance with the Architect's Certificate of Payment issued for such Application for Payment not later than ten (10) days after the later of (i) receipt of the Architect's

Certificate of Payment, (ii) approval of such distribution of Lender, CDD, or any reviewing entity, and/or (iii) receipt of funds from the Lender or CDD for such payment. If an Application for Payment is received by the Architect after the application date fixed above (the 25th of the month), payment, in accordance with the Architect's Certificate of Payment, shall be made by the Owner not later than ~~«Ten»~~ («10») days after the Owner received disbursement from the Lender. In addition, Contractor shall submit to Owner and Architect a preliminary "pencil draft" of each such Application for Payment by the Twentieth (20th) day of each month; Owner, Contractor and Architect (and Lender if applicable or requested), in good faith, shall endeavor to discuss the preliminary draft of each Application to assist Contractor in its timely preparation and delivery of the Application for Payment by the Twenty-Fifth (25th) of the month. The submission, or failure to submit, and discussion, or lack of discussion over, each such preliminary "pencil draft" of each such Application shall not bind Owner or Contractor to any such informal discussions nor release or relieve Contractor from any of its obligations for the timely submission of an Application for Payment and compliance of such Application for Payment with the Contract Documents. Owner shall not be required to process more than one Application for Payment per calendar month.

§ 5.1.4 As a condition precedent to the Owner's obligation to make payment, with each Application for Payment, the Contractor shall include the following, all in form and substance satisfactory to the Owner, Lender or CDD and in compliance with Chapter 713, *Florida Statutes*: (i) the NTO Log and/or a list of all subcontractors, material men, or suppliers of any tier for all labor, equipment, materials and supervision furnished through the date of the most recent Application for Payment ("**Subcontractors**") with whom the Contractor has entered into subcontracts, purchase agreements or other agreement providing for the Work ("**Subcontracts**") or have delivered Notice to Owner or Notice to Contract and a breakdown as shall be required by Owner, Lender, or CDD; (ii) conditional lien waivers from all Subcontractors for all amounts included in the Application for Payment the form labeled and attached to this Agreement as **Exhibit "E-1"** ; (ii) duly executed unconditional waivers of Subcontractor's liens and claims from the Contractor and all Subcontractors for the prior month's Application for Payment, provided payment has been made for same to Contractor in the form labeled and attached to this Agreement as **Exhibit "E-2"** ("**Final Lien Waiver**"); (iii) upon request of Owner, Contractor shall supply the Owner with a progress payment affidavit set forth 713.06(3)(C)(1) in substantially the same form as the Final Contractor Affidavit set forth on **Exhibit "E-3"** ("**Payment Affidavit**"); and (iv) an updated Construction Schedule and updated Schedule of Values, including an updated percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment and a detailed Schedule of Values from each Subcontractor.

§ 5.1.5 Contractor agrees that any and all Applications for Payments shall include items reasonably requested by the Lender or CDD from time to time and such other information, documentation, and materials as the Owner, Lender, CDD the Architect may reasonably require to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee for the period covered by the Application for Payment. In addition, Contractor shall assist Owner in preparing any information required by Lender should it need additional information about the Work being performed under this Contract. In the event that Owner approves such Application for Payment or any portion thereof, Contractor shall furnish Owner with distribution reports setting forth amounts to be paid, identifying each payee and the amount owed it.

§ 5.1.6 Each Application for Payment shall be based on the most current Schedule of Values as prepared by Contractor in accordance with the Contract Documents and approved by Owner in writing (the "**Schedule of Values**"). The Schedule of Values shall be adjusted by Contractor to conform with Change Orders under the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Architect, Lender or CDD may reasonably require. Copies of checks issued by Contractor in payment of the Cost of the Work shall be available for review and copying by Owner. If an executed Subcontract amount is less than the applicable line item on the Schedule of Values, the difference shall be noted by the Contractor as potential savings on an updated Schedule of Values. If the Subcontract amount is greater than the applicable line item on the Schedule of Values, the difference shall be noted by the Contractor as a potential cost-overflow. The Contractor may also adjust the value of any line item in the Schedule of Values to reflect the current projected Cost of the Work.

§ 5.1.7 Each progress payment shall be computed as follows:

§ 5.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions; and
- .5 Retainage withheld pursuant to Section 5.1.8.

§ 5.1.8 Retainage

§ 5.1.8.1 For each progress payment made prior to Substantial Completion, Owner may withhold 10% as retainage. Contractor's Fee will be subject to retainage at 10% through Substantial Completion.

§ 5.1.8.2 Upon Substantial Completion, the Contractor shall be paid the retainage withheld from prior Application for Payment, less a sum equal to 150% of the value of the minor incomplete Work and the Punch Lists, as such sum is determined by the Architect and less a reasonable sum for liens recorded or threatened by those providing labor, services or materials under Contractor and for which Contractor has been paid the corresponding sum due Contractor. All reductions or distributions from retainage, if any, shall be subject to Lender and/or CDD approval. Contractor may submit an Application for Payment for early release of any Subcontractor's retainage for work which has been completed and whose lien rights are expiring; provided that such Subcontractor has not committed a default under the Subcontract, Contractor is not in default hereunder, and the Work has been fully approved and accepted by the Owner and Architect. Owner shall withhold up to 150% of the cost to complete any Punch List or other items from such distribution.

§ 5.1.9 Except with the Owner's prior approval, which may be withheld in Owner's sole discretion, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. Contractor has fully performed the Contract and Owner is provided record plans and specifications, and all special warranties and equipment operation and maintenance manuals, except for the Contractor's responsibility to correct Work as provided in Article 12 of General Condition, and to satisfy other requirements, if any, which extend beyond final payment.

2. Contractor has submitted a final Pay Application with all items required of the progress payment applications.

3. Contractor has delivered to Owner a Contractor's Final Payment Affidavit in accordance with Section 713.06 (3), *Florida Statutes*, in the form labeled and attached to this Agreement as **Exhibit "F-3"**, together with (i) a Final Lien Waiver from Contractor and all Subcontractors; (ii) final NTO Log; and (iii) final Schedule of Values. Contractor shall provide such other information reasonably requested by Owner, CDD, Lender or surety to establish payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the same.

4. Contractor has delivered to Owner a statement prepared by Contractor setting forth Contractor's determination of the total amount of cost-savings or cost-overruns, if any.

5. Contract has delivered to Owner of warranties, specifications and operation manuals for all equipment, roof, and other portions of the Project, including those covered by third party warranties and all operation and maintenance training of all systems has been accomplished and documented.

6. Contractor has deliver to Owner a certificate evidencing that insurance required by the Contract Documents shall remain in force after Final payment is currently in effect and shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; together with a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents.

7. Contractor has delivered to Owner an electronic copy (in PDF file format) of the As Built Drawings detailing all changes or deviations from the original Contract Documents and the other Submittals required by the Contract Documents to show the true locations, with accurate dimensions, of the architectural and engineered systems of the component and/or the Work to the satisfaction of the Owner and Architect.

8. Contractor has provided Owner with one complete set of all approved Change Orders, in such format as Owner reasonably requests.

9. Contractor has completed its final site clean-up and restoration in accordance with the Contract Documents and Required Standards of Performance, including, without limitation, disconnecting all utilities; removal of all temporary facilities, tools, components or excess materials and miscellaneous debris, supplies, equipment and trailers; repairing or restoring damaged by Contractor.

10. Contractor has delivered to Owner evidence that all components of the Project have passed all required governmental inspections and all applicable certificates of occupancy or similar certificates for use have been issued.

11. Contractor has delivered to Owner evidence reasonably satisfactory to Owner, that all Punch List items remaining to complete the Project in accordance with the Contract Documents requirements and any requirements from the Governing Authorities have been completed, and all costs and expenses incurred in connection with same have been paid or otherwise satisfied.

12. Final Certificate for Payment has been issued by Architect.

13. Any Surety's Lender's and/or CDD's consent to make final payment has been received, including any final requirements of the Lender of CDD;

14. Owner, Lender and/or CDD has completed a final accounting.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than the later to occur of (a) 30 days after the issuance of the Architect's final Certificate for Payment, (b) satisfaction of the conditions to Final Payment stated above in Section 5.2.1, and (c) the Owner receives disbursement from the Lender for the Final Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

« N/A »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 4 of the General Conditions.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 4 of the General Condition, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

Claims, disputes and other matters in controversy between and/or among Contractor (and/or its Subcontractors and/or its suppliers), and Owner, directly or indirectly involved or in any way related to the Work and/or the warranties related thereto shall be submitted to non-binding mediation in accordance with Article 4 of the General Conditions before and as a condition precedent to formal dispute resolution. Contractor shall require the inclusion of this mediation requirement in all its Subcontracts.

WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ON ARISING OUT OF, UNDER OR IN CONNECTION WITH THE CONTRACT DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THE CONTRACT DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CONTRACTOR AND THE SUBCONTRACTOR TO ENTER INTO THIS AGREEMENT.

Waiver of Notice and Cure Timeframe Procedures of Chapter 558, Florida Statutes, As Modified by the Parties: OWNER AND CONTRACTOR ACKNOWLEDGE AND AGREE TO SUBSTITUTE THE NOTICE AND CURE TIMEFRAME PROCEDURES UNDER CHAPTER 558, FLORIDA STATUTES, FOR THE FOLLOWING: THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, APPLY EXCEPT THAT ANY TIME PERIODS REFERENCED IN CHAPTER 558, FLORIDA STATUTES, IN EXCESS OF THIRTY (30) DAYS ARE HEREBY REDUCED TO THIRTY (30) DAYS

ARTICLE 7 TERMINATION OR SUSPENSION

§7.1 Termination

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions. The amount, if any, to be paid to Contractor in the event of a termination for cause by Contractor under Section 14.1 of the General Conditions is as set forth in Section 14.1.3 of the General Conditions and the amount, if any, to be paid to Contractor in the event of Owner's termination for convenience under Section 14.4 of the General Conditions is as set forth in Section 14.4.3 and 14.1.3 of the General Conditions.

§ 7.1.2 Termination by the Owner

§ 7.1.2.1 No sums under Section 14.2 of the General Conditions shall be due Contractor until, as a condition precedent, the Work is finally completed and Owner is compensated from the Contract Sum for such costs and damages of completion (and applicable liquidated damages), including any legal fees and costs associated with replacement of the Contract, including any additional mobilization fees or fees associated with review of Contractor's work; provided, however, unless the Subcontracts are assigned as contemplated in the General Conditions, that notwithstanding this provision, and without release, waiver, prejudice, or compromise of any rights of Owner because of such termination (including under this Agreement and bonds on the Project), Owner shall proceed to pay Contractor (in exchange for releases otherwise required under this Agreement) for sums clearly owed to Subcontractors or suppliers for completed and non-defective Work, who are not reasonably deemed at fault or responsible for such termination, so long as (i) Surety, if any, on each payment and performance bond issued for each Subcontractor provides its prior written consent, and the CDD and Lender, as applicable provides written consent, to such payment(s) and (ii) such payment(s) do not unreasonably compromise or prejudice Owner's access to the unpaid Contract Sum for utilization in completion or correction of the Work, and for offset of sums otherwise owed Owner under this Agreement because of the termination. This provision is to be reasonably interpreted, and Owner shall not be held to have released, waived, or be estopped in asserting rights, claims or damages otherwise owed because of such termination, because of Owner's payments to Subcontractors or suppliers, if any, under this provision, or because of Owner's determination that it is

unable to make any such payments in order to reasonably protect its interests, or because of Surety's refusal to provide prior written Consent of Surety to any such payments. Any claim by Contractor made for payment hereunder shall be reduced by amounts paid to Subcontractors in accordance with this Section.

§ 7.1.2.2 In the event of Owner's termination for cause or Owner's termination for convenience, the Owner shall pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Contract Sum. Owner shall pay such fair compensation only at the time: for a termination for cause, when the Work is finished, and then subject to claims and set-offs of the Owner under Section 14.2 of the General Conditions or other remedies available to Owner at Applicable Law or in equity; and for a termination for convenience, when sums are payable to Contractor upon such a termination under Section 14.4 of the General Conditions, subject to claims and set-offs of the Owner under such Section. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements) allowable for termination for cause or termination for convenience, the Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such Subcontracts or purchase orders

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Primary Representative:
Owais Khanani
189 South Orange Avenue, Suite 1550
Orlando, Florida 32801
owais@elevationdev.com
321-287-4898

Alternative Representative:
Dan Eshleman
Development Manager
189 South Orange Avenue, Suite 1550
Orlando, Florida 32801
dan@elevationdev.com
407-417-2885

§ 8.2.1 A copy of any written notice provided to Owner's Primary or Alternative Representative shall be also sent to the Alternate Representative.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

True Site Services
Sanjar Meah
37 N Orange Ave Suite 307
Orlando, FL 32801
Sanjar@TrueSiteServices.com
(407) 705-9633

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior written notice to the other party.

§ 8.4.1 All notices, demands, or requests required or permitted to be given pursuant to this Agreement or the other Contract Documents shall be in writing and shall be deemed to have been properly given or served and shall be effective upon either (i) hand delivery, (ii) three days after being deposited in the United States mail, postpaid and registered or certified with return receipt request, or (iii) the next business day after being deposited with a reputable overnight delivery service, provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a change in address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice, demand or request, if given to Contractor, shall be addressed to Contractor's Representative. Any such notice, demand or request, if given to Owner, shall be addressed to Owner's Representative with a copy to:

Greenspoon Marder, LLP
Michael G. Candiotti
201 E. Pine Street, Suite 500
Orlando, FL 32801
Michael.candiotti@gmlaw.com

§ 8.4.2 Emailed pdf or other electronic signature will constitute originals for all purposes whatsoever. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single agreement.

§ 8.5 **Insurance and Bonds.** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds (as modified by the parties), and elsewhere in the Contract Documents.

§ 8.6 Other Provisions:

§ 8.6.1 Owner reserves the right, to the extent Contractor's Progress or Final Pay Affidavit(s) disclose sums Contractor owes others for Work performed, to directly pay (or to jointly pay by joint check with Contractor) Subcontractors, and other laborers, vendors or any others providing, supplying or supporting any portion of the Work of this Agreement. Such payments may be made by Owner upon Contractor's default or upon Owner's prior written notification to Contractor of its intent to make such direct (or joint) payment. Any such payments properly made shall be deducted from sums then or later owed Contractor. Owner shall have no liability to Contractor because of such a direct or joint payment.

§ 8.6.2 Contractor shall safeguard, maintain in a reasonably clean condition and protect all entrance and adjacent roadways and pavement areas, including parking lots, from the construction process prior to Final Completion. Contractor is responsible for all security and safety-related signage for the Project site after commencement of Work through Final Completion of the Work to protect workmen and those who foreseeably may enter upon the Project site, to include representatives of Owner, Lender, Architect and the general public. Contractor shall clean its work areas as required to maintain good housekeeping. Contractor shall maintain order and discipline among all of Contractor's workers and Subcontractors on the Project. Any worker discovered to be under the influence of alcohol or drugs shall be promptly removed from the site and driven home. Such workers shall not utilize radios or "boom boxes" at the Project and shall dress in appropriate work clothes for the Project. Contractor shall provide suitable off-site disposal of the contents of waste dumpsters at the Project site. Owner reserves the right to require that such dumpsters be relocated from time to time at Owner's written direction. Contractor shall assure that servicing of such dumpsters, and the emptying of such dumpsters from time to time, shall not disturb adjoining landowners. The cost of compliance with this Section is included in the Contract Sum. The cost of compliance with this Section is included in the Contract Sum.

§ 8.6.3 Other than as required by Applicable Law, there shall be no signage on the Project Site except such signage as is expressly approved by the Owner in advance and in writing, which approval shall contemplate (but not be limited to) location, size, lettering and color. Signs may only be allowed when approved by Owner and may only be located where directed to be located by Owner.

§ 8.7 **Time is of the Essence of the Contract Documents.** Contractor acknowledges and agrees that it has reviewed and negotiated the various time limits or periods set forth in the Contract Documents and that any changes in such

time limits or periods made in accordance with the terms of the Contract Documents will be similarly reviewed and negotiated by it.

§ 8.8 Nondisclosures. Contractor will keep confidential and not make any public announcement, disclose or make available to any person or make any use of, directly or indirectly, whether in verbal, written, electronic or other form, and Confidential Information, whether in other than in the performance or implantation of the Work. Contractor further agrees that it shall not make any announcements or release any information or photographs concerning this Agreement, the Work, the Owner or the Project or any part thereof to any member of the public or press or any official body unless prior written consent is obtained from the Owner. “**Confidential Information**” means any information any information regarding the Owner, Project or Work, whether written oral, which is not designated as non-proprietary in nature, and includes written, electronic, oral or other forms of (i) procedures, designs, layouts, dimensions, descriptions, drawings, plans, diagrams, specifications, computer programs, systems, know-how, trade secrets and other technical data Project information, policies and contracts including the Contract Documents; or (ii) information regarding Owner’s business plans, strategies or operations; provided, however, that Contractor will be permitted to disclose any Confidential Information to the extent (a) required by court order or under Applicable Law; (b) as necessary to make appropriate tax files to the department of revenue or internal revenue services, or (c) reasonably required for purposes of obtaining bids or obtaining or enforcing Subcontracts. Contractor will not use the Confidential Information in any manner which competes with or is detrimental to the interest of Owner. Contractor acknowledges that irreparable injury will result to Owner and its business if Contractor breaches the provisions of this Section and that money damages would not be a sufficient remedy for any such breach. Contractor therefore agrees that if Contractor or any of its Subcontractors should engage, or cause any other person or entity to engage, in any act in violation or threatened violation of any provision hereof, Owner, in addition to such other remedies, damages and relief as may be available under Applicable Law, shall be entitled to a temporary restraining order and/or a permanent injunction specifically enforcing the provisions of this Section. Contractor will cause its Subcontractors and suppliers to be bound to the provisions of this Section for the benefit of Owner. Contractor shall take all steps which may be necessary or appropriate in order that its employees and all Subcontractors adhere to the provisions of this Agreement. Appropriate clauses to carry out the purpose and intent hereof shall be included in all Subcontracts, purchase orders and contracts entered into by the Contractor related to the Project.

§ 8.9 CDD Provisions.

§ 8.9.1 Notwithstanding Section 8.8, to the extent this Agreement or any portion of the Work is assigned to the CDD, Contractor acknowledges and agrees that any books, documents, records, correspondence or other information kept or obtained by the Contractor or furnished by the Owner/CDD to Contractor in connection with the services contemplated herein, and any related records, are property of the CDD. GRANTEE agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, *Florida Statutes*. Contractor agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by Contractor are “public records” which must be available to the public. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*

§ 8.9.2 Nothing contained herein shall cause or be construed as a waiver of the CDD’s sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Contract Documents shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§9.1 This Agreement is comprised of the following documents:

- .1 General Conditions
- .2 Exhibit A, Insurance and Bonds, AIA Document A101™–2017,
- .3 Exhibit B - Schedule of Key Personnel
- .4 Exhibit C - Construction Schedule
- .5 Exhibit D - Reserved
- .6 Exhibit E - Schedule of Values
- .7 Exhibit F – Composite Contractor Forms
 1. Conditional Lien Waiver
 2. Final Lien Waiver
 3. Contractor Affidavit

- .8 Exhibit G - Hurricane Preparedness Policy and Procedures
- .9 Exhibit I - Contractor's Certificate of Insurance
- .10 Exhibit J - Scope of Work and List of Drawings.

This Agreement entered into as of the effective date, the 27th day of September 2021 first written above.

ELEVATION PRESTON COVE, LLC

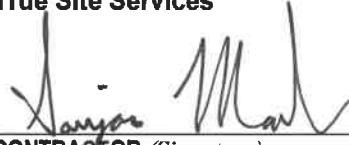


OWNER (Signature)

« » « » **Owais Khanani, Manager**
(Printed name and title)

Date: January 28, 2022

True Site Services



CONTRACTOR (Signature)

« » « » **Sanjar Meah, Owner**
(Printed name and title)

Date: January 28, 2022

AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « 27th » day of September in the year « 2021 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Elevation Preston Cove LLC
189 South Orange Avenue, Suite 1550
Orlando, Florida 32801

and the Contractor:
(Name, legal status, address and other information)

« True Site Services
« 37 N Orange Ave Suite 307
« Orlando, FL 32801

for the following Project:
(Name, location and detailed description)

Preston Cove Phase 2

The Architect (though the below entity is an Engineer, they will be referred to as “Architect” throughout this document):
(Name, legal status, address and other information)

Hanson, Walter & Associates, Inc.

The Owner and Contractor agree as follows.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 Generally. The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern, except for any inconsistency affecting the quality, quantity or other requirements for the Work, which shall be controlled by Section 1.2.1 of the AIA Document A201™–2017, General Conditions of the Contract for Construction (as modified by the parties, the “**General Conditions**”). All references throughout the entirety of the Contract Documents (i) to “**Lien**” or “**Liens**” shall refer to lien rights of those providing labor, services or materials under or through Contractor, which are for the Work generally governed by the law of the state in which the Project is located (the “**State Law**”); (ii) to the transfer of liens to bond shall refer to the applicable process pursuant to the State Law; and (iii) to “**Lienor**” shall refer to each party providing labor, services or materials under or through Contractor, at whatever tier or level, when such party has lien rights therefor, regardless of whether the Lienor has filed or recorded the appropriate instrument to timely perfect such rights.

§ 1.2 Lender and CDD.

§ 1.2.1 Contractor acknowledges that Owner is obtaining certain financing for the Project from a third-party(ies) (each a “**Lender**”). Additionally, Contractor acknowledges and agrees that the Project Site is (or will be) within the jurisdiction of a Community Development District (the “**CDD**”). In order to perform under the Contract Documents, Owner may be required to comply with certain requirements of the CDD or Lender, including the terms and conditions embodied in the Lender’s loan agreement and related documents. Contractor agrees to comply with the reasonable requirements of the Lender and/or CDD that bear upon the performance of the Work and to make such commercially and mutually agreeable amendments to the Contract Documents as may be necessary to document such compliance.

§ 1.2.2 The Owner may, without consent of the Contractor, at any time and from time to time, assign the Contract Documents, in whole or in part, or any portion thereof, to Lender, the CDD, or to any subsidiary, related, or affiliated company of Owner for its convenience and in its sole discretion. The Contractor shall execute all consents reasonably required to facilitate the assignment. Such assignment may be, collaterally or direct, to the Lender and/or CDD, including without limitation, the right of Owner to assign to the CDD portions of the Contract related to the purchase of materials, supplies and equipment. Contractor acknowledges and agrees that assignment of a portion of the Contract, including, without limitation, the right to purchase materials, may represent a significant cost savings to the Owner

and Contractor shall cooperate with the CDD and the Owner to the fullest extent possible. Notwithstanding the reference to the Lender or CDD, absent expressed assignment or other evidence in written from Owner and Contractor, neither Lender nor the CDD shall be an intended third party beneficiary or have rights under this Agreement. The Contractor acknowledges and agrees that it is not a third-party beneficiary under the Loan documents and that Contractor and Lender are neither partners nor engaged in a joint venture in any respect. If Owner were to assign this Agreement, Contractor shall, upon Lender's request, continue performance under this Agreement. Contractor agrees to review, execute, and deliver reasonable documents to formalize such assignment or any assignment pursuant thereto. Contractor may not assign this Agreement or any Contract Documents. To facilitate such assignment, Contractor agrees that Owner may require the Work to be segregated to a separate construction agreement or similar documentation as may be required by the CDD or Owner.

§ 1.2.3 Contractor agrees to cooperate with the Owner, Lender and CDD as well as their respective inspector's reasonable requirements so as not to delay the Project. Not to limit the generality of the foregoing, Contractor shall: (i) make the site of the Work available at reasonable times for inspection, including any off site areas where materials are stored, (ii) consent to and execute all documents reasonably requested by the Owner in connection with this Agreement and the Drawings and Specifications for collateral purposes; and (iii) promptly furnish Owner with information, documents, and materials that Owner may reasonably request from time to time in order to comply with the requirements of the Lender or CDD.

§ 1.2.4 In the event of a default of Owner under its loan agreement with Lender, upon request of the Lender, unperformed part of this Contract will be performed by the Contractor for the benefit and at the expense of the said Lender, should the Lender so elect.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in, or reasonably inferable from, the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. In addition:

§ 2.1 Contractor agrees to execute the Work and provide the services set forth herein and in the Contract Documents and to fully and timely perform the obligations of Contractor herein and in the Contract Documents.

§ 2.2 Contractor agrees to perform or cause to be performed in a good and workmanlike manner the Work, all in accordance with the terms and provisions of the Contract Documents and in accordance with applicable law, including without limitation any and all building codes, statutes, ordinance, resolutions, regulations, policies, rules, or any permit or approval conditions for the Work of any governmental or quasi-governmental entity or authority, including without limitation, those of the United States, State of Florida, local government, taxing bodies, water management district, environmental protection agencies or other regulatory entity with jurisdiction ("**Governing Authorities**") over the Project, Work, Contractor or site ("**Applicable Law**"). In performing the Work, Contractor's duties shall include, without limitation: (i) identifying, analyzing and providing recommendations to Owner for implementing the Contract Documents with regard to the actual conditions encountered in the field without engaging in architectural or engineering design; (ii) coordinating, supervising, implementing and enforcing any and all construction activities necessary or appropriate to completion of Work pursuant to the Contract Documents; (iii) coordinating, supervising and addressing the claims, requests or inquiries of Subcontractor(s) and, if directed by Owner, governmental officials; (iv) provide Owner with information concerning the Work; and (v) if required as a result of the Work, assist the Owner in securing the issuance of temporary and permanent certificates of occupancy. Without limitation to the foregoing and without limitation to any other duty or obligation of Contractor hereunder, Contractor will use its diligent, good faith efforts at all times and in a manner consistent with the Contract Documents to further the interests of Owner with respect to the Project and to cause the timely completion of the Work in accordance with the terms and provisions of the Contract Documents.

§ 2.3 Contractor represents, warrants and covenants the following to Owner, which are a material inducement to Owner to execute this Agreement, and shall survive termination or expiration of this Agreement and the final completion of the Work.

§ 2.3.1 Contract it will perform all such duties required of it under the Contract Documents and Applicable Law, shall further the best interests of Owner as required by the Contract Documents, and shall perform all of the Work, all with the level of care, skill, safeguards, competence, efficiency, judgment and performance which can reasonably be expected of a licensed contractor having substantial and broad experience in the type of site construction for this Project (the "**Required Standard of Performance**").

§ 2.3.2 Contractor is a sophisticated Florida General Contractor who possesses the experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project to be able to perform the Work with the care, skill, and diligence necessary to complete the Project successfully. The Contractor is authorized to do business in Florida and is properly licensed by all Governing Authorities having jurisdiction over the Contractor, the Work, and the Project.

§ 2.3.3 The Contractor acknowledges and declares that it has visited and examined the site; examined all physical, legal, and other conditions affecting the Work; and is fully familiar with all of the surface conditions and subsurface conditions of the Project Site, or any other property for which Work will be performed or materials stored. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (i) the nature, location, and character of the Project and the site including, without limitation, the surface and subsurface conditions of the site and all exposed structures and obstructions thereof, both natural and man-made, and all surface water conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including, without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner required by the Contract Documents.

§ 2.3.4 The Contractor is financially solvent, able to pay all debts as they mature, and has sufficient working capital to complete the Work and perform all obligations required under this Agreement; the Contractor is able to furnish the plans, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so.

§ 2.3.5 The Contractor is familiar with the guidance provided by the center for disease control (“CDC”) and other Governing Authorities related to the COVID-19 PANDEMIC (“COVID”). Contractor shall be responsible for complying and ensuring all of its Subcontractors, materialmen, or any other party claiming by or through Contractor are in compliance with the Applicable Law, including the CDC’s and other Governing Authorities guidelines, rules, regulations or recommendations while on or traveling to or from the Project Site, including any recommendation for mask wearing.

§ 2.4 If Contractor determines prior to the commencement of a particular portion of the Work that work not shown in the Contract Drawings or Specifications is, nonetheless, work necessary to produce the results intended by the Contract Documents, Contractor shall so notify the Architect and Owner, specifically and clearly, in writing before commencing such work. If the Architect or Owner determines that such work is not necessary, notice of that determination shall be given to Contractor within seven (7) days following Contractor’s notice. Contractor waives any right to compensation for such work if Contractor performs such work without first giving the notice required by this Section, or in the event Contractor performs the work even though Architect or Owner provide timely written notice that such work is not necessary.

§ 2.5 Contractor shall furnish skilled, unskilled and properly trained staff as may be required for the performance of the Work. The key members of Contractor’s staff shall be persons agreed upon with Owner and identified in the “**Schedule of Key Personnel**” attached hereto as **Exhibit “B”**. Such key personnel shall include, but not be limited to the Contractor’s Representative named herein below, Contractor’s Project Manager and Contractor’s Superintendent and shall not be changed without the written consent of Owner unless such person becomes unable to perform any required duties due to death, disability, unacceptable performance or termination of employment with Contractor. If any Key Personnel is not capable of performing, Owner and Contractor shall agree on a mutually acceptable substitute, which approval shall not be unreasonably conditioned, delayed or withheld. The Contractor shall carefully supervise and direct the Work, and shall be solely responsible for all construction means, methods, materials, techniques, sequences and procedures and for coordinating all portions of the Work as well as performance of the Work of its Subcontractors in accordance with the Agreement. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

§ 2.6 Contractor shall maintain a Notice to Owner log for all Subcontractors and materialmen (and all lower tiers) who provide a Notice to Owner or Notice to Contractor, which shall be shared with Owner with each Application for Payment hereunder and/or upon Owner’s request (“**NTO Log**”).

§ 2.7 The Project preliminary Construction Schedule is attached as **Exhibit “C”** (the “**Construction Schedule**”) Contractor shall prepare (at no additional cost to Owner), updates to the Construction Schedule and shall submit same with each Application for Payment (as described below) (or in the absence of an Application for Payment, once each

month). The updated Construction Schedule shall (i) identify, for any materials to be directly purchased by Owner, specific lead times for ordering and deliveries of such materials so as to coincide with, and not delay, the Work of the Agreement and (ii) reflect activities impacted by delays to date, with a revised completion date separately identified for substantial and final completion of the Work. The Construction Schedule updates shall include all minor improvement work to be performed under separate agreements between Owner and other contractors when such work was not included in the original or subsequently updated schedules because agreements for such work were not earlier executed. The Construction Schedule shall include an allowance of ten (10) days for delays outside of the control of the Contractor (a.k.a float period).

§ 2.7.1 Before commencement of Work, and if requested by Contractor or Owner, Contractor and Owner shall conduct a preconstruction meeting at the Project site. The Contractor's Project Manager and Superintendent shall be in attendance. At this meeting, the Construction Schedule will be reviewed and all aspects of Contractor's mobilization and on-site administrative issues will be discussed and resolved, to include, by example, the location at the Project of any office trailer or storage trailers to be utilized by Contractor and the destination of staging areas for deliveries and storage of materials and equipment Owner's participation in such preconstruction meeting shall not waive or release the Contractor's obligations for the Work, and warranties, under the Contract Documents.

§ 2.7.2 There shall be bi-weekly Project site meetings to be attended by Contractor's Project Manager and Superintendent, and the Owner's Representative. Such meetings may also be attended by representatives of the Lender, CDD or Architect and minutes shall be timely prepared by Contractor and copied to the attendees.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The Date of Commencement of the Work will be the date set forth in Owner's Notice to Proceed in such form as reasonably acceptable to Owner and Contractor. Owner shall not be required to provide any Notice to proceed, unless and until: (i) all required permits have been issued by the applicable Governing Authorities (excluding trade permits); (ii) if required for the Work, the Notice of Commencement, or its equivalent, has been executed and provided to Contractor, and properly filed, to the extent required by Applicable Law; (iii) if required for the Work, Contractor has submitted to Owner evidence of any surety or other bond required by the Contract Documents, (iv) evidence acceptable to Owner that all required insurance for Contractor is in place; and (v) this Agreement has been fully executed, and all necessary exhibits have been prepared and attached hereto in form reasonably acceptable to the Owner. The Notice to Proceed will be signed by Owner and Contractor to confirm agreement on the Date of Commencement. The Contract Time shall be measured from the date of Date of Commencement.

§ 3.2 Substantial Completion

§ 3.2.1 "Substantial Completion" is defined as the date upon which the last of the following events have occurred: (i) all Work other than incidental corrective or Punch List work shall have been completed and all equipment, utilities and engineered systems installed by the Contractor are established as fully functional and operational after testing, start-up and commissioning performed by the Owner and, where applicable, verified as operational; (ii) all required final approvals for the Work have been issued by the appropriate Governing Authorities, including but not limited to certificate of occupancy or completion; and (iii) all Work described in this Agreement and Contract Documents has been completed as approved by Owner, Architect, Lender and CDD (as applicable). "Punch List" shall mean all items with respect to any of the Work of the Project, not yet completed, replaced, repaired or otherwise corrected which (a) are approved in writing by Owner, (b) can be readily and fully completed, replaced, repaired or otherwise corrected within a thirty (30) day period and Contractor has agreed to do on or before such thirtieth (30th) day from the applicable date of Substantial Completion of the Work, and (c) are of such a minor nature so as not to affect the anticipated and continued sequence of other construction at the Project as well as the use and enjoyment of the Project by Owner.

§ 3.2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than the date set forth on the Construction Schedule, subject to adjustments in Contract Time as provided in the Contract Documents.

§ 3.2.3 If Contractor fails to achieve Substantial Completion of the Work within the Contract Time (as such date may be amended by Change Order pursuant to the terms of the Contract Documents), the Contractor shall pay to Owner, as liquidated damages, the following sums: (i) \$2,000 per day, for each calendar day of delay thereafter that Substantial Completion is delayed, and (ii) if such delay is beyond sixty (60) days, in addition to other remedies provided hereunder, an amount equal to the Contractor's mobilization and/or initial review fee as set forth on the Schedule of Values set forth below. Contractor understands and agrees that the Work hereunder is part of a larger project which

will be substantially delayed by Contractor's failure to timely perform. In no event shall liquidated damages be considered as a penalty, the parties agreeing that it is intended to cover any and all losses which may be incurred by the Owner by reason of Contractor's failure to timely complete the Project, time being of the essence of this Agreement and a material consideration thereof. It is hereby agreed that the liquidated damages to which Owner is entitled hereunder are a reasonable forecast of just compensation for any and all damages that would be caused by Contractor's failure to achieve timely Substantial Completion of the Work but do not compensate the Owner for the cost to complete any portions of the Work not completed by Contractor and which are not related to delay. It is understood that the terms of this Section shall not prejudice or affect, in any manner, the Owner's right to terminate the Contract, to damages and/or for the cost to complete uncompleted Work. Contractor shall promptly pay such liquidated damages to Owner, and Owner may, at its option, retain, deduct and setoff against any amount of monies which may be payable to the Contractor, including any cost savings or Retainage. All liquidated damages under this provision, which remain unpaid, shall bear interest from the date of demand until paid at the maximum rate permitted by Applicable Law. Any such Liquidated Damages that the Owner does not deduct from payments due the Contractor shall be payable upon demand by Contractor to Owner.

§ 3.3 Final Completion.

§3.3.1 "Final Completion" shall mean (i) the Work described in the Contract Documents has been timely and fully completed; (ii) no Punch List items remain outstanding and all such items have been completed, repaired, replaced, or otherwise credited to Owner's satisfaction, and (iii) Contractor has delivered to Owner those documents and material as referenced in Section 5 below that serve as conditions precedent to Final Payment to Contractor.

§3.3.2 The Contractor shall achieve Final Completion of the entire Work not later than the earlier of (i) thirty (30) days following Substantial Completion or (ii) the date set forth on the Construction Schedule, subject to adjustments in Contract Time as provided in the Contract Documents.

§ 3.3.3 In the event Contractor fails to complete all Punch List items within thirty (30) days from the date of Substantial Completion, Owner may, at its option and without prejudice to or waiver of any other remedies it may have, retain from monies otherwise due to Contractor hereunder, an amount equal to one hundred and fifty percent (150%) of the amount estimated as needed to pay for completion of any such items whether by the Owner or by a third party.

§ 3.4 Delays and Extensions. Time is of the essences with respect to each item set forth on the Construction Schedule, including Substantial Completion and Final Completion. Contractor shall perform the Work diligently and expeditiously to achieve Substantial Completion and Final Completion, time being of the essence as to all specified dates of performance in this Agreement.

§ 3.4.1 There shall be no extension of the Contract Time or increase in the Contract Sum except pursuant to a fully-executed Change Order. Each Change Order shall reflect the full extent of any increase in the Contract Time, to the extent then determinable, and each such Change Order shall be all inclusive with respect to changes in the Contract Time. The Contractor shall not unreasonably present a proposed Change Order to the Owner when the circumstances do not justify a change to the scope of Work and/or the Contract Time. Any additional Contract Sum and/or Contract Time must be approved by the Owner pursuant to the Owner's written execution of the Change Order; any work performed pursuant to a Change Order prior to the Owner's written execution will be performed at the cost of the Contractor.

§ 3.4.2 In the event that the critical path of the Work is delayed by (a) delay in material delivery outside of the Contractor's control ("Delivery Delay"), weather conditions ("**Weather Delay**"), or as a result of any stay-at-home order or similar regulation relating to COVID ("**Covid Delays**"), such delays will be categorized as "**Excusable Delays**" and Owner may not unreasonably withhold consent to Change Order increasing the Contract Time. In such event, the extension shall consist of a one day extension of the Contract Time for each day lost to critical path activities, net of any float period. There shall be no extension for Excusable Delays unless (i) as a result of such delay, Contractor was not reasonably able to work at the Project site for at least one-half or more of a work day, (ii) such delays are outside of the Contractor's reasonable control or are not the result of action or inaction of the Contractor, including any default under this Agreement (including failure to comply with CDC guidelines, (iii) the delay impacted the critical path of the Work, (iv) there is no remaining float time in the Construction Schedule, (iv) Contractor undertook reasonable efforts to avoid or mitigate the impacts of the delay, including, without limitation, modification of the Construction Schedule to undertake any action which are not restricted by the Excusable Delay, (v) there is no concurrent delay for which the Contractor is responsible; and (vi) no later than seven (7) days after the event causing

the delay Contractor delivers to Owner with written notice of the event causing such delay, including photos and other support or back up requested by the Owner to substantiate the delay, and a proposed Change Order. Failure to timely deliver notice under (vi) shall be deemed a waiver of Contractor's right to extend the Contract Time. In any Change Order, Contractor must provide documentation setting for the delay and updated critical path schedule, and a recovery plan. For the purposes of clarity, a Covid Delay shall not be permitted merely because of any scarcity or price increase in supplies, tools, material, labor or equipment or other variable costs. The Contractor shall not be entitled to damages or any additional compensation resulting from any Excusable Delay. Contractor shall comply with the Hurricane Preparedness Plan attached hereto as **Exhibit G**.

ARTICLE 4 CONTRACT SUM

§ 4.1 Based on the initial Schedule of Values set forth on **Exhibit "E"**, the Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **\$1,870,029.75**, subject to additions and deductions as provided in the Contract Documents. Contractor has based the Contract Sum on plans, specification, terms and conditions included with the Contract Documents and is unaware, at the time of execution of this Agreement, of any additional work that would increase the Contract Sum. Contractor shall work with the Owner in evaluating and/or finding ways to value engineer the plans and/or work with suppliers and Subcontractors to assist in reducing cost and any development associated with it, which shall reduce the Contract Sum down from what is proposed in this Agreement as well as the Contractor's fee or general conditions.

§ 4.1.1 Contractor acknowledges that it has reviewed the Project Site and understands that Owner is make no representation or warranties as to the cost, time or efforts necessary to complete the Work. To the contrary, Contractor accept the risk of entry onto the Project site and for any costs that exceed the Contract Sum provided hereunder. Contractor acknowledges that COVID and its affects may have an impact on the price, costs, or availability of supplies, tools, material, labor or equipment. Owner shall not be responsible for any costs associated with such shortages and the same shall be at Contractor's sole risk.

§ 4.1.2 Contractor acknowledges and agrees that Owner(or the CDD) is permitted to source soil, associated materials, or other materials in the critical path for the use of the Project. In such event, the Owner (or CDD) may cause the cost for the same to be paid directly by the Owner or CDD to the supplier. If such payment is made, the Contract Sum shall reduce for the costs associated with such materials, which shall include a corresponding reduction in the Contractor's Fee and general conditions. Contractor shall cooperate with all such efforts, including execution of such Change Orders, assignments or other Modifications, requested by the Owner to memorialize the same.

§ 4.2 For certain changes in the Work, the Contractor may charge a fee; provided there shall be no fee for deductive Change Orders; changes necessitated by code interpretations and/or value engineering, Excusable Delays, or to permit sourcing of direct, or allowance incorporated in the Work, or for changes that do not increase the Contract Time or required staff. For any other additive Changes, an additional Fee of 7%, will be paid to Contractor based on the net additional direct cost of (i) Subcontractors which perform the change order or extra work; (ii) the cost of material and installed equipment incorporated into the change or extra work, and (iii) rental cost of major equipment and related fuel costs necessary to complete the change in the Work. With respect to pricing the portion of change order proposals involving work performed by Subcontractors, their overhead and profit shall not exceed the total of 7%, on the net amount of the resulting change order to such Subcontractor, for any particular change order. Notwithstanding the foregoing, their shall be no fee for Change Order which Owner and Contractor execute based on a stipulated sum, in which event the stipulated sum shall be deemed to include the Cost of Work, Fee and Contractor's general conditions and overhead.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect and Owner by the Contractor and Certificates for Payment issued by the Architect to Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 Unless otherwise required by the Lender or CDD, the period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

§ 5.1.3 Provided that an accurate and complete Application for Payment, with detail and back-up attachments required in the Contract Documents, is received by the Owner and Architect not later than the **«Twenty-Fifth (25th)** day of a month, the Owner shall make payment to the Contractor in accordance with the Architect's Certificate of Payment issued for such Application for Payment not later than ten (10) days after the later of (i) receipt of the Architect's

Certificate of Payment, (ii) approval of such distribution of Lender, CDD, or any reviewing entity, and/or (iii) receipt of funds from the Lender or CDD for such payment. If an Application for Payment is received by the Architect after the application date fixed above (the 25th of the month), payment, in accordance with the Architect's Certificate of Payment, shall be made by the Owner not later than ~~«Ten»~~ («10») days after the Owner received disbursement from the Lender. In addition, Contractor shall submit to Owner and Architect a preliminary "pencil draft" of each such Application for Payment by the Twentieth (20th) day of each month; Owner, Contractor and Architect (and Lender if applicable or requested), in good faith, shall endeavor to discuss the preliminary draft of each Application to assist Contractor in its timely preparation and delivery of the Application for Payment by the Twenty-Fifth (25th) of the month. The submission, or failure to submit, and discussion, or lack of discussion over, each such preliminary "pencil draft" of each such Application shall not bind Owner or Contractor to any such informal discussions nor release or relieve Contractor from any of its obligations for the timely submission of an Application for Payment and compliance of such Application for Payment with the Contract Documents. Owner shall not be required to process more than one Application for Payment per calendar month.

§ 5.1.4 As a condition precedent to the Owner's obligation to make payment, with each Application for Payment, the Contractor shall include the following, all in form and substance satisfactory to the Owner, Lender or CDD and in compliance with Chapter 713, *Florida Statutes*: (i) the NTO Log and/or a list of all subcontractors, material men, or suppliers of any tier for all labor, equipment, materials and supervision furnished through the date of the most recent Application for Payment ("**Subcontractors**") with whom the Contractor has entered into subcontracts, purchase agreements or other agreement providing for the Work ("**Subcontracts**") or have delivered Notice to Owner or Notice to Contract and a breakdown as shall be required by Owner, Lender, or CDD; (ii) conditional lien waivers from all Subcontractors for all amounts included in the Application for Payment the form labeled and attached to this Agreement as **Exhibit "E-1"** ; (ii) duly executed unconditional waivers of Subcontractor's liens and claims from the Contractor and all Subcontractors for the prior month's Application for Payment, provided payment has been made for same to Contractor in the form labeled and attached to this Agreement as **Exhibit "E-2"** ("**Final Lien Waiver**"); (iii) upon request of Owner, Contractor shall supply the Owner with a progress payment affidavit set forth 713.06(3)(C)(1) in substantially the same form as the Final Contractor Affidavit set forth on **Exhibit "E-3"** ("**Payment Affidavit**"); and (iv) an updated Construction Schedule and updated Schedule of Values, including an updated percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment and a detailed Schedule of Values from each Subcontractor.

§ 5.1.5 Contractor agrees that any and all Applications for Payments shall include items reasonably requested by the Lender or CDD from time to time and such other information, documentation, and materials as the Owner, Lender, CDD the Architect may reasonably require to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee for the period covered by the Application for Payment. In addition, Contractor shall assist Owner in preparing any information required by Lender should it need additional information about the Work being performed under this Contract. In the event that Owner approves such Application for Payment or any portion thereof, Contractor shall furnish Owner with distribution reports setting forth amounts to be paid, identifying each payee and the amount owed it.

§ 5.1.6 Each Application for Payment shall be based on the most current Schedule of Values as prepared by Contractor in accordance with the Contract Documents and approved by Owner in writing (the "**Schedule of Values**"). The Schedule of Values shall be adjusted by Contractor to conform with Change Orders under the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner, Architect, Lender or CDD may reasonably require. Copies of checks issued by Contractor in payment of the Cost of the Work shall be available for review and copying by Owner. If an executed Subcontract amount is less than the applicable line item on the Schedule of Values, the difference shall be noted by the Contractor as potential savings on an updated Schedule of Values. If the Subcontract amount is greater than the applicable line item on the Schedule of Values, the difference shall be noted by the Contractor as a potential cost-overflow. The Contractor may also adjust the value of any line item in the Schedule of Values to reflect the current projected Cost of the Work.

§ 5.1.7 Each progress payment shall be computed as follows:

§ 5.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions; and
- .5 Retainage withheld pursuant to Section 5.1.8.

§ 5.1.8 Retainage

§ 5.1.8.1 For each progress payment made prior to Substantial Completion, Owner may withhold 10% as retainage. Contractor's Fee will be subject to retainage at 10% through Substantial Completion.

§ 5.1.8.2 Upon Substantial Completion, the Contractor shall be paid the retainage withheld from prior Application for Payment, less a sum equal to 150% of the value of the minor incomplete Work and the Punch Lists, as such sum is determined by the Architect and less a reasonable sum for liens recorded or threatened by those providing labor, services or materials under Contractor and for which Contractor has been paid the corresponding sum due Contractor. All reductions or distributions from retainage, if any, shall be subject to Lender and/or CDD approval. Contractor may submit an Application for Payment for early release of any Subcontractor's retainage for work which has been completed and whose lien rights are expiring; provided that such Subcontractor has not committed a default under the Subcontract, Contractor is not in default hereunder, and the Work has been fully approved and accepted by the Owner and Architect. Owner shall withhold up to 150% of the cost to complete any Punch List or other items from such distribution.

§ 5.1.9 Except with the Owner's prior approval, which may be withheld in Owner's sole discretion, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

1. Contractor has fully performed the Contract and Owner is provided record plans and specifications, and all special warranties and equipment operation and maintenance manuals, except for the Contractor's responsibility to correct Work as provided in Article 12 of General Condition, and to satisfy other requirements, if any, which extend beyond final payment.

2. Contractor has submitted a final Pay Application with all items required of the progress payment applications.

3. Contractor has delivered to Owner a Contractor's Final Payment Affidavit in accordance with Section 713.06 (3), *Florida Statutes*, in the form labeled and attached to this Agreement as **Exhibit "F-3"**, together with (i) a Final Lien Waiver from Contractor and all Subcontractors; (ii) final NTO Log; and (iii) final Schedule of Values. Contractor shall provide such other information reasonably requested by Owner, CDD, Lender or surety to establish payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the same.

4. Contractor has delivered to Owner a statement prepared by Contractor setting forth Contractor's determination of the total amount of cost-savings or cost-overruns, if any.

5. Contract has delivered to Owner of warranties, specifications and operation manuals for all equipment, roof, and other portions of the Project, including those covered by third party warranties and all operation and maintenance training of all systems has been accomplished and documented.

6. Contractor has deliver to Owner a certificate evidencing that insurance required by the Contract Documents shall remain in force after Final payment is currently in effect and shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; together with a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents.

7. Contractor has delivered to Owner an electronic copy (in PDF file format) of the As Built Drawings detailing all changes or deviations from the original Contract Documents and the other Submittals required by the Contract Documents to show the true locations, with accurate dimensions, of the architectural and engineered systems of the component and/or the Work to the satisfaction of the Owner and Architect.

8. Contractor has provided Owner with one complete set of all approved Change Orders, in such format as Owner reasonably requests.

9. Contractor has completed its final site clean-up and restoration in accordance with the Contract Documents and Required Standards of Performance, including, without limitation, disconnecting all utilities; removal of all temporary facilities, tools, components or excess materials and miscellaneous debris, supplies, equipment and trailers; repairing or restoring damaged by Contractor.

10. Contractor has delivered to Owner evidence that all components of the Project have passed all required governmental inspections and all applicable certificates of occupancy or similar certificates for use have been issued.

11. Contractor has delivered to Owner evidence reasonably satisfactory to Owner, that all Punch List items remaining to complete the Project in accordance with the Contract Documents requirements and any requirements from the Governing Authorities have been completed, and all costs and expenses incurred in connection with same have been paid or otherwise satisfied.

12. Final Certificate for Payment has been issued by Architect.

13. Any Surety's Lender's and/or CDD's consent to make final payment has been received, including any final requirements of the Lender of CDD;

14. Owner, Lender and/or CDD has completed a final accounting.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than the later to occur of (a) 30 days after the issuance of the Architect's final Certificate for Payment, (b) satisfaction of the conditions to Final Payment stated above in Section 5.2.1, and (c) the Owner receives disbursement from the Lender for the Final Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

« N/A »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 4 of the General Conditions.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 4 of the General Condition, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

Claims, disputes and other matters in controversy between and/or among Contractor (and/or its Subcontractors and/or its suppliers), and Owner, directly or indirectly involved or in any way related to the Work and/or the warranties related thereto shall be submitted to non-binding mediation in accordance with Article 4 of the General Conditions before and as a condition precedent to formal dispute resolution. Contractor shall require the inclusion of this mediation requirement in all its Subcontracts.

WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ON ARISING OUT OF, UNDER OR IN CONNECTION WITH THE CONTRACT DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THE CONTRACT DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CONTRACTOR AND THE SUBCONTRACTOR TO ENTER INTO THIS AGREEMENT.

Waiver of Notice and Cure Timeframe Procedures of Chapter 558, Florida Statutes, As Modified by the Parties: OWNER AND CONTRACTOR ACKNOWLEDGE AND AGREE TO SUBSTITUTE THE NOTICE AND CURE TIMEFRAME PROCEDURES UNDER CHAPTER 558, FLORIDA STATUTES, FOR THE FOLLOWING: THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, APPLY EXCEPT THAT ANY TIME PERIODS REFERENCED IN CHAPTER 558, FLORIDA STATUTES, IN EXCESS OF THIRTY (30) DAYS ARE HEREBY REDUCED TO THIRTY (30) DAYS

ARTICLE 7 TERMINATION OR SUSPENSION

§7.1 Termination

The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions. The amount, if any, to be paid to Contractor in the event of a termination for cause by Contractor under Section 14.1 of the General Conditions is as set forth in Section 14.1.3 of the General Conditions and the amount, if any, to be paid to Contractor in the event of Owner's termination for convenience under Section 14.4 of the General Conditions is as set forth in Section 14.4.3 and 14.1.3 of the General Conditions.

§ 7.1.2 Termination by the Owner

§ 7.1.2.1 No sums under Section 14.2 of the General Conditions shall be due Contractor until, as a condition precedent, the Work is finally completed and Owner is compensated from the Contract Sum for such costs and damages of completion (and applicable liquidated damages), including any legal fees and costs associated with replacement of the Contract, including any additional mobilization fees or fees associated with review of Contractor's work; provided, however, unless the Subcontracts are assigned as contemplated in the General Conditions, that notwithstanding this provision, and without release, waiver, prejudice, or compromise of any rights of Owner because of such termination (including under this Agreement and bonds on the Project), Owner shall proceed to pay Contractor (in exchange for releases otherwise required under this Agreement) for sums clearly owed to Subcontractors or suppliers for completed and non-defective Work, who are not reasonably deemed at fault or responsible for such termination, so long as (i) Surety, if any, on each payment and performance bond issued for each Subcontractor provides its prior written consent, and the CDD and Lender, as applicable provides written consent, to such payment(s) and (ii) such payment(s) do not unreasonably compromise or prejudice Owner's access to the unpaid Contract Sum for utilization in completion or correction of the Work, and for offset of sums otherwise owed Owner under this Agreement because of the termination. This provision is to be reasonably interpreted, and Owner shall not be held to have released, waived, or be estopped in asserting rights, claims or damages otherwise owed because of such termination, because of Owner's payments to Subcontractors or suppliers, if any, under this provision, or because of Owner's determination that it is

unable to make any such payments in order to reasonably protect its interests, or because of Surety's refusal to provide prior written Consent of Surety to any such payments. Any claim by Contractor made for payment hereunder shall be reduced by amounts paid to Subcontractors in accordance with this Section.

§ 7.1.2.2 In the event of Owner's termination for cause or Owner's termination for convenience, the Owner shall pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Contract Sum. Owner shall pay such fair compensation only at the time: for a termination for cause, when the Work is finished, and then subject to claims and set-offs of the Owner under Section 14.2 of the General Conditions or other remedies available to Owner at Applicable Law or in equity; and for a termination for convenience, when sums are payable to Contractor upon such a termination under Section 14.4 of the General Conditions, subject to claims and set-offs of the Owner under such Section. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements) allowable for termination for cause or termination for convenience, the Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such Subcontracts or purchase orders

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Primary Representative:
Owais Khanani
189 South Orange Avenue, Suite 1550
Orlando, Florida 32801
owais@elevationdev.com
321-287-4898

Alternative Representative:
Dan Eshleman
Development Manager
189 South Orange Avenue, Suite 1550
Orlando, Florida 32801
dan@elevationdev.com
407-417-2885

§ 8.2.1 A copy of any written notice provided to Owner's Primary or Alternative Representative shall be also sent to the Alternate Representative.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

True Site Services
Sanjar Meah
37 N Orange Ave Suite 307
Orlando, FL 32801
Sanjar@TrueSiteServices.com
(407) 705-9633

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior written notice to the other party.

§ 8.4.1 All notices, demands, or requests required or permitted to be given pursuant to this Agreement or the other Contract Documents shall be in writing and shall be deemed to have been properly given or served and shall be effective upon either (i) hand delivery, (ii) three days after being deposited in the United States mail, postpaid and registered or certified with return receipt request, or (iii) the next business day after being deposited with a reputable overnight delivery service, provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a change in address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice, demand or request, if given to Contractor, shall be addressed to Contractor's Representative. Any such notice, demand or request, if given to Owner, shall be addressed to Owner's Representative with a copy to:

Greenspoon Marder, LLP
Michael G. Candiotti
201 E. Pine Street, Suite 500
Orlando, FL 32801
Michael.candiotti@gmlaw.com

§ 8.4.2 Emailed pdf or other electronic signature will constitute originals for all purposes whatsoever. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single agreement.

§ 8.5 **Insurance and Bonds.** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds (as modified by the parties), and elsewhere in the Contract Documents.

§ 8.6 Other Provisions:

§ 8.6.1 Owner reserves the right, to the extent Contractor's Progress or Final Pay Affidavit(s) disclose sums Contractor owes others for Work performed, to directly pay (or to jointly pay by joint check with Contractor) Subcontractors, and other laborers, vendors or any others providing, supplying or supporting any portion of the Work of this Agreement. Such payments may be made by Owner upon Contractor's default or upon Owner's prior written notification to Contractor of its intent to make such direct (or joint) payment. Any such payments properly made shall be deducted from sums then or later owed Contractor. Owner shall have no liability to Contractor because of such a direct or joint payment.

§ 8.6.2 Contractor shall safeguard, maintain in a reasonably clean condition and protect all entrance and adjacent roadways and pavement areas, including parking lots, from the construction process prior to Final Completion. Contractor is responsible for all security and safety-related signage for the Project site after commencement of Work through Final Completion of the Work to protect workmen and those who foreseeably may enter upon the Project site, to include representatives of Owner, Lender, Architect and the general public. Contractor shall clean its work areas as required to maintain good housekeeping. Contractor shall maintain order and discipline among all of Contractor's workers and Subcontractors on the Project. Any worker discovered to be under the influence of alcohol or drugs shall be promptly removed from the site and driven home. Such workers shall not utilize radios or "boom boxes" at the Project and shall dress in appropriate work clothes for the Project. Contractor shall provide suitable off-site disposal of the contents of waste dumpsters at the Project site. Owner reserves the right to require that such dumpsters be relocated from time to time at Owner's written direction. Contractor shall assure that servicing of such dumpsters, and the emptying of such dumpsters from time to time, shall not disturb adjoining landowners. The cost of compliance with this Section is included in the Contract Sum. The cost of compliance with this Section is included in the Contract Sum.

§ 8.6.3 Other than as required by Applicable Law, there shall be no signage on the Project Site except such signage as is expressly approved by the Owner in advance and in writing, which approval shall contemplate (but not be limited to) location, size, lettering and color. Signs may only be allowed when approved by Owner and may only be located where directed to be located by Owner.

§ 8.7 **Time is of the Essence of the Contract Documents.** Contractor acknowledges and agrees that it has reviewed and negotiated the various time limits or periods set forth in the Contract Documents and that any changes in such

time limits or periods made in accordance with the terms of the Contract Documents will be similarly reviewed and negotiated by it.

§ 8.8 Nondisclosures. Contractor will keep confidential and not make any public announcement, disclose or make available to any person or make any use of, directly or indirectly, whether in verbal, written, electronic or other form, and Confidential Information, whether in other than in the performance or implantation of the Work. Contractor further agrees that it shall not make any announcements or release any information or photographs concerning this Agreement, the Work, the Owner or the Project or any part thereof to any member of the public or press or any official body unless prior written consent is obtained from the Owner. “**Confidential Information**” means any information any information regarding the Owner, Project or Work, whether written oral, which is not designated as non-proprietary in nature, and includes written, electronic, oral or other forms of (i) procedures, designs, layouts, dimensions, descriptions, drawings, plans, diagrams, specifications, computer programs, systems, know-how, trade secrets and other technical data Project information, policies and contracts including the Contract Documents; or (ii) information regarding Owner’s business plans, strategies or operations; provided, however, that Contractor will be permitted to disclose any Confidential Information to the extent (a) required by court order or under Applicable Law; (b) as necessary to make appropriate tax files to the department of revenue or internal revenue services, or (c) reasonably required for purposes of obtaining bids or obtaining or enforcing Subcontracts. Contractor will not use the Confidential Information in any manner which competes with or is detrimental to the interest of Owner. Contractor acknowledges that irreparable injury will result to Owner and its business if Contractor breaches the provisions of this Section and that money damages would not be a sufficient remedy for any such breach. Contractor therefore agrees that if Contractor or any of its Subcontractors should engage, or cause any other person or entity to engage, in any act in violation or threatened violation of any provision hereof, Owner, in addition to such other remedies, damages and relief as may be available under Applicable Law, shall be entitled to a temporary restraining order and/or a permanent injunction specifically enforcing the provisions of this Section. Contractor will cause its Subcontractors and suppliers to be bound to the provisions of this Section for the benefit of Owner. Contractor shall take all steps which may be necessary or appropriate in order that its employees and all Subcontractors adhere to the provisions of this Agreement. Appropriate clauses to carry out the purpose and intent hereof shall be included in all Subcontracts, purchase orders and contracts entered into by the Contractor related to the Project.

§ 8.9 CDD Provisions.

§ 8.9.1 Notwithstanding Section 8.8, to the extent this Agreement or any portion of the Work is assigned to the CDD, Contractor acknowledges and agrees that any books, documents, records, correspondence or other information kept or obtained by the Contractor or furnished by the Owner/CDD to Contractor in connection with the services contemplated herein, and any related records, are property of the CDD. GRANTEE agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, *Florida Statutes*. Contractor agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by Contractor are “public records” which must be available to the public. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*

§ 8.9.2 Nothing contained herein shall cause or be construed as a waiver of the CDD’s sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Contract Documents shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§9.1 This Agreement is comprised of the following documents:

- .1 General Conditions
- .2 Exhibit A, Insurance and Bonds, AIA Document A101™–2017,
- .3 Exhibit B - Schedule of Key Personnel
- .4 Exhibit C - Construction Schedule
- .5 Exhibit D - Reserved
- .6 Exhibit E - Schedule of Values
- .7 Exhibit F – Composite Contractor Forms
 1. Conditional Lien Waiver
 2. Final Lien Waiver
 3. Contractor Affidavit

- .8 Exhibit G - Hurricane Preparedness Policy and Procedures
- .9 Exhibit I - Contractor's Certificate of Insurance
- .10 Exhibit J - Scope of Work and List of Drawings.

This Agreement entered into as of the effective date, the 27th day of September 2021 first written above.

ELEVATION PRESTON COVE, LLC

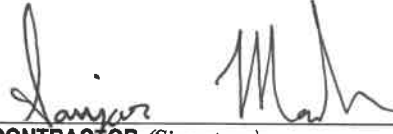


OWNER (Signature)

« »« » **Owais Khanani, Manager**
(Printed name and title)

Date: January 28, 2022

True Site Services



CONTRACTOR (Signature)

« »« » **Sanjar Meah, Owner**
(Printed name and title)

Date: January 28, 2022

EXHIBIT “B”

Bid from Jon M. Hall Company, LLC

[See attached.]



To:	Elevation Development LLC	Contact:	Shaman Foradi
Address:	121 South Orange Ave., Suite 1250 Orlando, FL 32801 USA	Phone:	321-695-2226
Project Name:	Preston Cove (aka. Sunbridge Creek), Rev. 7 (Three Phases)	Fax:	N/A
Project Location:	Jones Rd., St. Cloud, FL	Bid Number:	21-181
		Bid Date:	3/9/2021

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
------------------	--------------------	------	------------	-------------

TAKE 1

01 MOBILIZATION & GENERAL CONDITIONS

Jobsite Facilities	1.00	LS	\$15,640.00	\$15,640.00
Traffic Control	1.00	LS	\$34,000.00	\$34,000.00
Supervision	1.00	LS	\$61,780.00	\$61,780.00
Geotechnical Testing	1.00	LS	\$34,900.00	\$34,900.00
Survey & As-Builts	1.00	LS	\$72,730.00	\$72,730.00
Mobilization	1.00	LS	\$120,910.00	\$120,910.00
Construction Entrance	1.00	EACH	\$3,030.00	\$3,030.00
Silt Fence	20,070.00	LF	\$1.20	\$24,084.00
Silt Fence Double Row	10,870.00	LF	\$2.45	\$26,631.50
SWPPP Permit & Monitoring	1.00	LS	\$7,478.52	\$7,478.52
Floating Turbidity Barrier	100.00	LF	\$8.80	\$880.00

Total Price for above 01 MOBILIZATION & GENERAL CONDITIONS Items: \$402,064.02

02 CLEAR, GRUB & STRIP

Clear, Grub, And Disk Site	148.31	ACRE	\$1,120.00	\$166,107.20
Remove Existing Fence	3,820.00	LF	\$1.50	\$5,730.00
Building Demolition	1.00	LS	\$77,300.00	\$77,300.00
Remove Existing Storm Culverts	3.00	EACH	\$1,300.00	\$3,900.00
Remove & Cap Well (Allowance, Final Price Based On Size & Depth Of Well)	3.00	EACH	\$12,200.00	\$36,600.00

Total Price for above 02 CLEAR, GRUB & STRIP Items: \$289,637.20

03 EARTHWORK

Dewatering For Pond & Muck Excavation	333,644.00	CY	\$0.72	\$240,223.68
Pond Excav (Cut To Fill) - Shallow Pond E +/- 4' To Elevation 34.00 (In Lieu Of Elevation 30.00)	333,644.00	BCY	\$1.90	\$633,923.60
Finegrade Pond	141,910.00	SY	\$0.47	\$66,697.70
Backfill Curbs / Grade ROW	14,290.00	SY	\$1.05	\$15,004.50
Finegrade Tracts	40,120.00	SY	\$0.31	\$12,437.20
Finegrade Perimeter Slopes & Swales	5,840.00	SY	\$0.63	\$3,679.20
Finegrade Lots (50,590 SY)	310.00	EACH	\$188.00	\$58,280.00
Rough Grade Pavement Box	29,900.00	SY	\$0.58	\$17,342.00
Rough Grade Sidewalk Areas	3,720.00	SY	\$0.92	\$3,422.40
Segmental Block Retaining Walls (Grey) - To Be Field Measured	1.00	SF	\$28.50	\$28.50
Wall Mounted 42" Aluminum 2-Rail Handrail (Black) - To Be Field Measured	1.00	LF	\$53.50	\$53.50

Total Price for above 03 EARTHWORK Items: \$1,051,092.28

05 PAVING

12" Stabilized Subgrade (LBR 40)	9,650.00	SY	\$5.80	\$55,970.00
9" Stabilized Subgrade (LBR 40)	8,240.00	SY	\$5.00	\$41,200.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
6" Limerock Base	6,470.00	SY	\$11.00	\$71,170.00
8" Limerock Base	7,710.00	SY	\$14.00	\$107,940.00
1.5" SP-9.5 Asphalt (1 Lift)	5,640.00	SY	\$9.50	\$53,580.00
2" SP-9.5 Asphalt (2 Lifts)	7,710.00	SY	\$13.50	\$104,085.00
1.25" SP-9.5 Asphalt (1 Lift) - 6' Trail	830.00	SY	\$8.65	\$7,179.50
Striping & Signs	1.00	LS	\$19,300.00	\$19,300.00
Total Price for above 05 PAVING Items:				\$460,424.50

05A PAVING OFFSITE

Box-Out For Pavement Widening	2,057.00	CY	\$10.50	\$21,598.50
12" Compacted Subgrade	2,057.00	SY	\$1.15	\$2,365.55
10" Crushed Concrete	2,057.00	SY	\$22.00	\$45,254.00
2.5" SP-12.5 Asphalt (2 Lifts) - Offsite Turn Lanes (2)	2,057.00	SY	\$16.00	\$32,912.00
Striping & Signs (Off-Site)	1.00	LS	\$23,700.00	\$23,700.00
Total Price for above 05A PAVING OFFSITE Items:				\$125,830.05

07 SANITARY SEWER

Dewater Sanitary	1.00	LS	\$99,300.00	\$99,300.00
12 X 6 Wet Tap	1.00	EACH	\$3,560.00	\$3,560.00
8" PVC Gravity Sewer Main (0'-6')	874.00	LF	\$18.00	\$15,732.00
8" PVC Gravity Sewer Main (6'-8')	1,360.00	LF	\$19.00	\$25,840.00
8" PVC Gravity Sewer Main (8'-10')	1,376.00	LF	\$19.50	\$26,832.00
8" PVC Gravity Sewer Main (10'-12')	1,645.00	LF	\$20.50	\$33,722.50
8" PVC Gravity Sewer Main (12'-14')	392.00	LF	\$35.00	\$13,720.00
8" PVC Gravity Sewer Main (14'-16')	345.00	LF	\$40.00	\$13,800.00
8" PVC Gravity Sewer Main (16'-18')	721.00	LF	\$42.50	\$30,642.50
8" PVC Gravity Sewer Main (18'-20')	724.00	LF	\$50.50	\$36,562.00
8" PVC Gravity Sewer Main (20'-22')	343.00	LF	\$59.50	\$20,408.50
8" PVC Gravity Sewer Main (22'-24')	31.00	LF	\$69.00	\$2,139.00
8" PVC Gravity Sewer Main (24'-26')	64.00	LF	\$80.00	\$5,120.00
8" PVC Gravity Sewer Main (26'-28')	56.00	LF	\$87.50	\$4,900.00
8" PVC Gravity Sewer Main (28'-30')	41.00	LF	\$101.00	\$4,141.00
4' Diameter Manhole (0'-6')	6.00	EACH	\$5,920.00	\$35,520.00
4' Diameter Manhole (6'-8')	6.00	EACH	\$7,100.00	\$42,600.00
4' Diameter Manhole (8'-10')	7.00	EACH	\$8,040.00	\$56,280.00
4' Diameter Manhole (10'-12')	6.00	EACH	\$9,180.00	\$55,080.00
5' Diameter Manhole (12'-14')	1.00	EACH	\$11,100.00	\$11,100.00
5' Diameter Manhole (14'-16')	1.00	EACH	\$12,900.00	\$12,900.00
5' Diameter Manhole (16'-18')	3.00	EACH	\$14,600.00	\$43,800.00
5' Diameter Manhole (18'-20')	3.00	EACH	\$15,000.00	\$45,000.00
5' Diameter Manhole (20'-22')	1.00	EACH	\$19,900.00	\$19,900.00
5' Diameter Polymer Manhole (20'-22')	1.00	EACH	\$30,900.00	\$30,900.00
Single Service	316.00	EACH	\$627.00	\$198,132.00
Sanitary Lift Station	1.00	LS	\$893,000.00	\$893,000.00
6" PVC Force Main	1,645.00	LF	\$16.00	\$26,320.00
Fittings & Restraints (Forcemain)	1.00	LS	\$19,200.00	\$19,200.00
Gravity Main Air Testing	7,972.00	LF	\$1.25	\$9,965.00
Gravity Main TV Testing	7,972.00	LF	\$3.55	\$28,300.60
Pressure Test Force Main	1,645.00	LF	\$1.25	\$2,056.25
Total Price for above 07 SANITARY SEWER Items:				\$1,866,473.35

08 STORM SEWER

Dewater Storm	1.00	LS	\$79,300.00	\$79,300.00
Conn To Existing Structure	6.00	EACH	\$1,150.00	\$6,900.00
8" HDPE (0'-6')	356.00	LF	\$16.50	\$5,874.00
10" HDPE (0'-6')	662.00	LF	\$18.00	\$11,916.00
12" HDPE (0'-6')	1,361.00	LF	\$22.50	\$30,622.50
15" HDPE (0'-6')	837.00	LF	\$24.50	\$20,506.50
15" RCP (0'-6')	185.00	LF	\$29.00	\$5,365.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
15" RCP (6'-8')	45.00	LF	\$29.50	\$1,327.50
15" RCP (8'-10')	44.00	LF	\$30.00	\$1,320.00
18" HDPE (0'-6')	272.00	LF	\$30.00	\$8,160.00
18" RCP (0'-6')	689.00	LF	\$36.50	\$25,148.50
18" RCP (6'-8')	152.00	LF	\$37.00	\$5,624.00
18" RCP (8'-10')	71.00	LF	\$38.00	\$2,698.00
18" RCP (12'-14')	55.00	LF	\$42.00	\$2,310.00
24" HDPE (0'-6')	142.00	LF	\$43.00	\$6,106.00
24" RCP (0'-6')	286.00	LF	\$50.50	\$14,443.00
24" RCP (6'-8')	234.00	LF	\$51.50	\$12,051.00
24" RCP (8'-10')	191.00	LF	\$52.50	\$10,027.50
30" RCP (0'-6')	170.00	LF	\$71.00	\$12,070.00
30" RCP (6'-8')	544.00	LF	\$72.00	\$39,168.00
30" RCP (8'-10')	770.00	LF	\$73.00	\$56,210.00
30" RCP (10'-12')	341.00	LF	\$74.50	\$25,404.50
36" RCP (6'-8')	388.00	LF	\$93.50	\$36,278.00
36" RCP (8'-10')	213.00	LF	\$97.50	\$20,767.50
36" RCP (10'-12')	588.00	LF	\$99.50	\$58,506.00
42" RCP (6'-8')	167.00	LF	\$122.00	\$20,374.00
42" RCP (8'-10')	176.00	LF	\$123.00	\$21,648.00
48" RCP (6'-8')	337.00	LF	\$149.00	\$50,213.00
48" RCP (10'-12')	422.00	LF	\$161.00	\$67,942.00
48" RCP (12'-14')	301.00	LF	\$172.00	\$51,772.00
54" RCP (8'-12')	179.00	LF	\$205.00	\$36,695.00
60" RCP (10'-12')	2,888.00	LF	\$267.00	\$771,096.00
D Control Structure	1.00	EACH	\$8,360.00	\$8,360.00
E Control Structure	1.00	EACH	\$7,640.00	\$7,640.00
F Inlet	1.00	EACH	\$2,850.00	\$2,850.00
H Control Structure	3.00	EACH	\$10,700.00	\$32,100.00
V Inlet	10.00	EACH	\$4,030.00	\$40,300.00
V Inlet W/ J Bottom	5.00	EACH	\$6,540.00	\$32,700.00
P-5 Curb Inlet	3.00	EACH	\$3,930.00	\$11,790.00
J-5 Curb Inlet	2.00	EACH	\$7,770.00	\$15,540.00
P-6 Curb Inlet	14.00	EACH	\$4,280.00	\$59,920.00
J-6 Curb Inlet	6.00	EACH	\$7,300.00	\$43,800.00
P Manhole	12.00	EACH	\$2,380.00	\$28,560.00
J Manhole	18.00	EACH	\$6,010.00	\$108,180.00
18" MES	1.00	EACH	\$1,250.00	\$1,250.00
Riprap (Broken Concrete)	50.00	SY	\$73.50	\$3,675.00
24" MES	4.00	EACH	\$1,530.00	\$6,120.00
30" MES	1.00	EACH	\$2,820.00	\$2,820.00
36" MES	4.00	EACH	\$3,210.00	\$12,840.00
42" MES	2.00	EACH	\$5,980.00	\$11,960.00
48" MES	3.00	EACH	\$7,400.00	\$22,200.00
54" MES	1.00	EACH	\$7,750.00	\$7,750.00
60" MES	5.00	EACH	\$8,940.00	\$44,700.00
36" Headwall	1.00	EACH	\$3,340.00	\$3,340.00
24"x38" Headwall	2.00	EACH	\$3,720.00	\$7,440.00
12" Yard Drain	27.00	EACH	\$1,820.00	\$49,140.00
Clean, Flush & TV	12,956.00	LF	\$3.65	\$47,289.40
Total Price for above 08 STORM SEWER Items:				\$2,130,107.90

09 WATER SYSTEM

Connect To Existing Gate Valve	4.00	EACH	\$795.00	\$3,180.00
12 X 12 Wet Tap (Offsite)	1.00	EACH	\$5,510.00	\$5,510.00
12 X 8 Wet Tap (Offsite)	1.00	EACH	\$4,420.00	\$4,420.00
4" PVC Watermain	212.00	LF	\$11.50	\$2,438.00
8" PVC Watermain	1,644.00	LF	\$21.00	\$34,524.00
12" PVC Watermain	3,012.00	LF	\$38.50	\$115,962.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Fire Hydrant Assy	5.00	EACH	\$4,410.00	\$22,050.00
Fittings & Restraints - Water	1.00	LS	\$49,900.00	\$49,900.00
8" Gate Valve	31.00	EACH	\$1,610.00	\$49,910.00
12" Gate Valve	7.00	EACH	\$3,240.00	\$22,680.00
2" Blow Off Valve	7.00	EACH	\$764.00	\$5,348.00
Air Release Valve (Poly Enclosure)	3.00	EACH	\$2,360.00	\$7,080.00
Hydroguard Blow-Off Assembly	2.00	EACH	\$5,840.00	\$11,680.00
Single Service	50.00	EACH	\$477.00	\$23,850.00
Double Service	68.00	EACH	\$849.00	\$57,732.00
Water Service To Lift Station	1.00	EACH	\$3,400.00	\$3,400.00
2" Water Service	1.00	EACH	\$1,380.00	\$1,380.00
Temp Jumper	1.00	EACH	\$1,650.00	\$1,650.00
Sample Point	15.00	EACH	\$259.00	\$3,885.00
Test And Chlorinate	5,008.00	LF	\$1.30	\$6,510.40
Directional Drill - 10" Water	70.00	LF	\$222.00	\$15,540.00
Directional Drill - 14" Water	70.00	LF	\$248.00	\$17,360.00

Total Price for above 09 WATER SYSTEM Items: \$465,989.40

10 RECLAIM WATER SYSTEM

Connect To Existing	4.00	EACH	\$795.00	\$3,180.00
12 X 12 Wet Tap (Offsite)	1.00	EACH	\$5,510.00	\$5,510.00
12 X 6 Wet Tap (Offsite)	1.00	EACH	\$3,650.00	\$3,650.00
6" PVC Reclaim Watermain	5,902.00	LF	\$14.00	\$82,628.00
12" PVC Reclaim Watermain	2,680.00	LF	\$38.50	\$103,180.00
Fittings And Restraints - Reuse	1.00	LS	\$48,400.00	\$48,400.00
6" Gate Valve	36.00	EACH	\$1,120.00	\$40,320.00
12" Gate Valve	16.00	EACH	\$3,240.00	\$51,840.00
2" Blow Off Valve	5.00	EACH	\$764.00	\$3,820.00
Auto Flush Device	5.00	EACH	\$5,670.00	\$28,350.00
Air Release Valve (Poly Enclosure)	5.00	EACH	\$2,340.00	\$11,700.00
Single Service	45.00	EACH	\$470.00	\$21,150.00
Double Service	29.00	EACH	\$817.00	\$23,693.00
2" Reclaim Service	3.00	EACH	\$1,340.00	\$4,020.00
Testing	8,722.00	LF	\$0.84	\$7,326.48
Directional Drill - 10" Reuse	70.00	LF	\$222.00	\$15,540.00
Directional Drill - 14" Reuse	70.00	LF	\$248.00	\$17,360.00

Total Price for above 10 RECLAIM WATER SYSTEM Items: \$471,667.48

11 CONCRETE WORK

A Curb	110.00	LF	\$10.50	\$1,155.00
D Curb	2,390.00	LF	\$13.50	\$32,265.00
F Curb	1,630.00	LF	\$13.50	\$22,005.00
2' Miami Curb	16,660.00	LF	\$12.00	\$199,920.00
Valley Gutter	380.00	LF	\$29.00	\$11,020.00
2' Ribbon Curb	170.00	LF	\$18.50	\$3,145.00
5' Sidewalk Common Areas & Util Esmts Only	6,910.00	LF	\$25.50	\$176,205.00
Handicap Ramp W/ Detectable Warning	36.00	EACH	\$973.00	\$35,028.00
Lift Sta Driveway (6" Unrein Conc)	110.00	SY	\$47.50	\$5,225.00

Total Price for above 11 CONCRETE WORK Items: \$485,968.00

12 GRASSING

Temp Seed & Mulch Lots	122,830.00	SY	\$0.29	\$35,620.70
Seed & Mulch ROW, Tracts & Easements	54,410.00	SY	\$0.29	\$15,778.90
Sod Perimeter Slopes & Swales	3,760.00	SY	\$2.75	\$10,340.00
Sod Pond Slopes & Tract	34,270.00	SY	\$2.75	\$94,242.50
Sod ROW	5,250.00	SY	\$2.75	\$14,437.50
Sod Two Strips Behind Curbs	5,435.00	SY	\$2.75	\$14,946.25
Sod Perimeter Slopes & Swales	2,080.00	SY	\$2.75	\$5,720.00

Total Price for above 12 GRASSING Items: \$191,085.85

Total Price for above TAKE 1 Items: \$7,940,340.03

TAKE 2

01 MOBILIZATION & GENERAL CONDITIONS

Jobsite Facilities	1.00	LS	\$10,260.00	\$10,260.00
Supervision	1.00	LS	\$20,330.00	\$20,330.00
Geotechnical Testing	1.00	LS	\$20,800.00	\$20,800.00
Survey & As-Builts	1.00	LS	\$23,170.00	\$23,170.00
Mobilization	1.00	LS	\$17,500.00	\$17,500.00
Construction Entrance	1.00	EACH	\$3,030.00	\$3,030.00
Silt Fence	1,050.00	LF	\$1.20	\$1,260.00
SWPPP Permit & Monitoring	1.00	LS	\$3,946.94	\$3,946.94

Total Price for above 01 MOBILIZATION & GENERAL CONDITIONS Items: \$100,296.94

03 EARTHWORK

Dewatering For Pond & Muck Excavation	207,600.00	CY	\$0.72	\$149,472.00
Undercut Muck Areas & Bury In Pond Slopes/ Backfill Area With Clean Fill (Based On Soil Boring Data)	40,260.00	BCY	\$4.00	\$161,040.00
Pond Excav (Cut To Fill) - Shallow Pond E +/- 4' To Elevation 34.00 (In Lieu Of Elevation 30.00)	207,600.00	BCY	\$1.90	\$394,440.00
Backfill Curbs / Grade ROW	15,610.00	SY	\$0.97	\$15,141.70
Finegrade Tracts	10,120.00	SY	\$0.31	\$3,137.20
Finegrade Perimeter Slopes & Swales	17,890.00	SY	\$0.63	\$11,270.70
Finegrade Lots (117,190 SY)	157.00	EACH	\$188.00	\$29,516.00
Rough Grade Pavement Box	21,140.00	SY	\$0.58	\$12,261.20
Rough Grade Sidewalk Areas	1,710.00	SY	\$0.92	\$1,573.20

Total Price for above 03 EARTHWORK Items: \$777,852.00

05 PAVING

12" Stabilized Subgrade (LBR 40)	13,850.00	SY	\$6.60	\$91,410.00
9" Stabilized Subgrade (LBR 40)	19,880.00	SY	\$4.65	\$92,442.00
6" Limerock Base	15,900.00	SY	\$11.00	\$174,900.00
8" Limerock Base	11,080.00	SY	\$14.00	\$155,120.00
1.5" SP-9.5 Asphalt (1 Lift)	15,900.00	SY	\$9.50	\$151,050.00
2" SP-9.5 Asphalt (2 Lifts)	11,080.00	SY	\$13.50	\$149,580.00
Striping & Signs	1.00	LS	\$34,800.00	\$34,800.00

Total Price for above 05 PAVING Items: \$849,302.00

07 SANITARY SEWER

Dewater Sanitary	1.00	LS	\$59,200.00	\$59,200.00
8" PVC Gravity Sewer Main (0'-6')	3,126.00	LF	\$18.00	\$56,268.00
8" PVC Gravity Sewer Main (6'-8')	1,108.00	LF	\$19.00	\$21,052.00
8" PVC Gravity Sewer Main (8'-10')	218.00	LF	\$19.50	\$4,251.00
8" PVC Gravity Sewer Main (10'-12')	475.00	LF	\$20.50	\$9,737.50
8" PVC Gravity Sewer Main (12'-14')	522.00	LF	\$35.00	\$18,270.00
8" PVC Gravity Sewer Main (14'-16')	273.00	LF	\$40.00	\$10,920.00
4' Diameter Manhole (0'-6')	16.00	EACH	\$5,920.00	\$94,720.00
4' Diameter Manhole (6'-8')	4.00	EACH	\$7,100.00	\$28,400.00
4' Diameter Manhole (8'-10')	1.00	EACH	\$8,040.00	\$8,040.00
4' Diameter Manhole (10'-12')	1.00	EACH	\$9,180.00	\$9,180.00
5' Diameter Manhole (12'-14')	2.00	EACH	\$11,100.00	\$22,200.00
Single Service	153.00	EACH	\$627.00	\$95,931.00
Gravity Main Air Testing	5,722.00	LF	\$1.25	\$7,152.50
Gravity Main TV Testing	5,722.00	LF	\$3.55	\$20,313.10

Total Price for above 07 SANITARY SEWER Items: \$465,635.10

08 STORM SEWER

Dewater Storm	1.00	LS	\$44,300.00	\$44,300.00
Conn To Existing Structure	3.00	EACH	\$1,150.00	\$3,450.00
15" RCP (0'-6')	120.00	LF	\$29.00	\$3,480.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
15" RCP (8'-10')	26.00	LF	\$30.00	\$780.00
18" RCP (0'-6')	331.00	LF	\$36.50	\$12,081.50
18" RCP (6'-8')	294.00	LF	\$37.00	\$10,878.00
18" RCP (8' -10')	102.00	LF	\$38.00	\$3,876.00
24" RCP (0'-6')	153.00	LF	\$50.50	\$7,726.50
24" RCP (6'-8')	587.00	LF	\$51.50	\$30,230.50
24" RCP (8'-10')	280.00	LF	\$52.50	\$14,700.00
24" RCP (10'-12')	112.00	LF	\$55.50	\$6,216.00
24" RCP (12'-14')	129.00	LF	\$57.00	\$7,353.00
36" RCP (6'-8')	214.00	LF	\$93.50	\$20,009.00
36" RCP (8'-10')	520.00	LF	\$97.50	\$50,700.00
36" RCP (10'-12')	304.00	LF	\$99.50	\$30,248.00
42" RCP (6'-8')	151.00	LF	\$122.00	\$18,422.00
42" RCP (8'-10')	58.00	LF	\$123.00	\$7,134.00
42" RCP (12'-14')	56.00	LF	\$127.00	\$7,112.00
48" RCP (10'-12')	343.00	LF	\$161.00	\$55,223.00
48" RCP (12'-14')	113.00	LF	\$172.00	\$19,436.00
60" RCP (12'-14')	278.00	LF	\$282.00	\$78,396.00
60" RCP (14'-16')	768.00	LF	\$307.00	\$235,776.00
60" RCP (16'-18')	473.00	LF	\$357.00	\$168,861.00
V Inlet	2.00	EACH	\$4,030.00	\$8,060.00
P-5 Curb Inlet	5.00	EACH	\$3,930.00	\$19,650.00
J-5 Curb Inlet	2.00	EACH	\$7,770.00	\$15,540.00
P-6 Curb Inlet	16.00	EACH	\$4,280.00	\$68,480.00
J-6 Curb Inlet	10.00	EACH	\$7,300.00	\$73,000.00
P Manhole	4.00	EACH	\$2,380.00	\$9,520.00
J Manhole	4.00	EACH	\$6,010.00	\$24,040.00
Clean, Flush & TV	5,412.00	LF	\$3.65	\$19,753.80
Total Price for above 08 STORM SEWER Items:				\$1,074,432.30

09 WATER SYSTEM

8" PVC Watermain	4,008.00	LF	\$21.00	\$84,168.00
Fire Hydrant Assy	9.00	EACH	\$4,410.00	\$39,690.00
Fittings & Restraints - Water	1.00	LS	\$26,000.00	\$26,000.00
8" Gate Valve	11.00	EACH	\$1,610.00	\$17,710.00
12" Gate Valve	11.00	EACH	\$3,240.00	\$35,640.00
2" Blow Off Valve	5.00	EACH	\$764.00	\$3,820.00
Air Release Valve (Poly Enclosure)	2.00	EACH	\$2,360.00	\$4,720.00
Hydroguard Blow-Off Assembly	2.00	EACH	\$5,840.00	\$11,680.00
Single Service	26.00	EACH	\$477.00	\$12,402.00
Double Service	54.00	EACH	\$849.00	\$45,846.00
Temp Jumper	1.00	EACH	\$1,650.00	\$1,650.00
Sample Point	9.00	EACH	\$259.00	\$2,331.00
Test And Chlorinate	4,008.00	LF	\$1.25	\$5,010.00
Total Price for above 09 WATER SYSTEM Items:				\$290,667.00

10 RECLAIM WATER SYSTEM

Connect To Existing	2.00	EACH	\$795.00	\$1,590.00
6" PVC Reclaim Watermain	5,744.00	LF	\$14.00	\$80,416.00
12" PVC Reclaim Watermain	381.00	LF	\$38.50	\$14,668.50
Fittings And Restraints - Reuse	1.00	LS	\$29,800.00	\$29,800.00
6" Gate Valve	23.00	EACH	\$1,120.00	\$25,760.00
12" Gate Valve	3.00	EACH	\$3,240.00	\$9,720.00
2" Blow Off Valve	2.00	EACH	\$764.00	\$1,528.00
Auto Flush Device	2.00	EACH	\$5,670.00	\$11,340.00
Air Release Valve (Poly Enclosure)	1.00	EACH	\$2,340.00	\$2,340.00
Single Service	16.00	EACH	\$470.00	\$7,520.00
Double Service	69.00	EACH	\$817.00	\$56,373.00
2" Reclaim Service	1.00	EACH	\$1,340.00	\$1,340.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Testing	6,125.00	LF	\$0.84	\$5,145.00
Total Price for above 10 RECLAIM WATER SYSTEM Items:				\$247,540.50
11 CONCRETE WORK				
D Curb	480.00	LF	\$13.50	\$6,480.00
2' Miami Curb	14,130.00	LF	\$12.00	\$169,560.00
2' Ribbon Curb	60.00	LF	\$18.50	\$1,110.00
5' Sidewalk Common Areas & Util Esmts Only	3,260.00	LF	\$25.50	\$83,130.00
10' Sidewalk Common Areas & Util Esmts Only	1,190.00	LF	\$50.50	\$60,095.00
Handicap Ramp W/ Detectable Warning	23.00	EACH	\$973.00	\$22,379.00
Total Price for above 11 CONCRETE WORK Items:				\$342,754.00
12 GRASSING				
Temp Seed & Mulch Lots	117,190.00	SY	\$0.29	\$33,985.10
Seed & Mulch ROW, Tracts & Easements	25,730.00	SY	\$0.29	\$7,461.70
Sod Perimeter Slopes & Swales	17,890.00	SY	\$2.75	\$49,197.50
Sod ROW	3,170.00	SY	\$2.75	\$8,717.50
Sod Two Strips Behind Curbs	4,340.00	SY	\$2.75	\$11,935.00
Total Price for above 12 GRASSING Items:				\$111,296.80
Total Price for above TAKE 2 Items:				\$4,259,776.64
TAKE 3				
01 MOBILIZATION & GENERAL CONDITIONS				
Jobsite Facilities	1.00	LS	\$20,530.00	\$20,530.00
Supervision	1.00	LS	\$40,680.00	\$40,680.00
Geotechnical Testing	1.00	LS	\$46,900.00	\$46,900.00
Survey & As-Builts	1.00	LS	\$50,050.00	\$50,050.00
Mobilization	1.00	LS	\$33,920.00	\$33,920.00
Construction Entrance	1.00	EACH	\$6,060.00	\$6,060.00
Silt Fence	1,190.00	LF	\$1.20	\$1,428.00
SWPPP Permit & Monitoring	1.00	LS	\$7,880.00	\$7,880.00
Total Price for above 01 MOBILIZATION & GENERAL CONDITIONS Items:				\$207,448.00
03 EARTHWORK				
Dewatering For Pond & Muck Excavation	200,186.00	CY	\$0.72	\$144,133.92
Pond Excav (Cut To Fill) - Shallow Pond E +/- 4' To Elevation 34.00 (In Lieu Of Elevation 30.00)	200,186.00	BCY	\$1.90	\$380,353.40
Backfill Curbs / Grade ROW	10,710.00	SY	\$1.05	\$11,245.50
Finegrade Tracts	18,260.00	SY	\$0.31	\$5,660.60
Finegrade Perimeter Slopes & Swales	5,320.00	SY	\$0.63	\$3,351.60
Finegrade Lots (102,010 SY)	144.00	EACH	\$188.00	\$27,072.00
Rough Grade Pavement Box	22,020.00	SY	\$0.58	\$12,771.60
Rough Grade Sidewalk Areas	1,990.00	SY	\$0.92	\$1,830.80
Total Price for above 03 EARTHWORK Items:				\$586,419.42
05 PAVING				
12" Stabilized Subgrade (LBR 40)	3,590.00	SY	\$5.65	\$20,283.50
9" Stabilized Subgrade (LBR 40)	18,430.00	SY	\$5.05	\$93,071.50
6" Limerock Base	15,610.00	SY	\$11.00	\$171,710.00
8" Limerock Base	2,870.00	SY	\$14.00	\$40,180.00
1.5" SP-9.5 Asphalt (1 Lift)	15,610.00	SY	\$9.50	\$148,295.00
2" SP-9.5 Asphalt (2 Lifts)	2,870.00	SY	\$13.50	\$38,745.00
Striping & Signs	1.00	LS	\$23,400.00	\$23,400.00
Total Price for above 05 PAVING Items:				\$535,685.00
07 SANITARY SEWER				
Dewater Sanitary	1.00	LS	\$52,000.00	\$52,000.00
Connect To Existing	1.00	EACH	\$1,460.00	\$1,460.00
8" PVC Gravity Sewer Main (0'-6')	4,022.00	LF	\$18.00	\$72,396.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
8" PVC Gravity Sewer Main (6'-8')	1,371.00	LF	\$19.00	\$26,049.00
4' Diameter Manhole (0'-6')	18.00	EACH	\$5,920.00	\$106,560.00
4' Diameter Manhole (6'-8')	4.00	EACH	\$7,100.00	\$28,400.00
Single Service	143.00	EACH	\$627.00	\$89,661.00
Gravity Main Air Testing	5,393.00	LF	\$1.25	\$6,741.25
Gravity Main TV Testing	5,393.00	LF	\$3.55	\$19,145.15
Total Price for above 07 SANITARY SEWER Items:				\$402,412.40

08 STORM SEWER

Dewater Storm	1.00	LS	\$27,700.00	\$27,700.00
Conn To Existing Structure	1.00	EACH	\$1,150.00	\$1,150.00
15" RCP (0'-6')	67.00	LF	\$29.00	\$1,943.00
18" RCP (0'-6')	386.00	LF	\$36.50	\$14,089.00
18" RCP (6'-8')	69.00	LF	\$37.00	\$2,553.00
24" RCP (6'-8')	243.00	LF	\$51.50	\$12,514.50
24" RCP (8'-10')	146.00	LF	\$52.50	\$7,665.00
30" RCP (6'-8')	1,396.00	LF	\$72.00	\$100,512.00
30" RCP (8'-10')	430.00	LF	\$73.00	\$31,390.00
36" RCP (8'-10')	331.00	LF	\$97.50	\$32,272.50
36" RCP (10'-12')	610.00	LF	\$99.50	\$60,695.00
24"x38" ERCP (0'-6')	304.00	LF	\$102.00	\$31,008.00
42" RCP (6'-8')	478.00	LF	\$122.00	\$58,316.00
42" RCP (8'-10')	172.00	LF	\$123.00	\$21,156.00
P-5 Curb Inlet	7.00	EACH	\$3,930.00	\$27,510.00
J-5 Curb Inlet	5.00	EACH	\$7,770.00	\$38,850.00
P-6 Curb Inlet	7.00	EACH	\$4,280.00	\$29,960.00
J-6 Curb Inlet	5.00	EACH	\$7,300.00	\$36,500.00
P Manhole	8.00	EACH	\$2,380.00	\$19,040.00
J Manhole	4.00	EACH	\$6,010.00	\$24,040.00
Clean, Flush & TV	4,632.00	LF	\$3.65	\$16,906.80
Total Price for above 08 STORM SEWER Items:				\$595,770.80

09 WATER SYSTEM

Connect To Existing Gate Valve	4.00	EACH	\$795.00	\$3,180.00
4" PVC Watermain	422.00	LF	\$11.50	\$4,853.00
8" PVC Watermain	9,954.00	LF	\$21.00	\$209,034.00
12" PVC Watermain	2,324.00	LF	\$38.50	\$89,474.00
Fire Hydrant Assy	18.00	EACH	\$4,410.00	\$79,380.00
Fittings & Restraints - Water	1.00	LS	\$68,300.00	\$68,300.00
4" Gate Valve	1.00	EACH	\$929.00	\$929.00
8" Gate Valve	55.00	EACH	\$1,610.00	\$88,550.00
12" Gate Valve	13.00	EACH	\$3,240.00	\$42,120.00
2" Blow Off Valve	6.00	EACH	\$764.00	\$4,584.00
Air Release Valve (Poly Enclosure)	2.00	EACH	\$2,360.00	\$4,720.00
Hydroguard Blow-Off Assembly	4.00	EACH	\$5,840.00	\$23,360.00
Single Service	34.00	EACH	\$477.00	\$16,218.00
Double Service	131.00	EACH	\$849.00	\$111,219.00
2" Water Service	1.00	EACH	\$1,380.00	\$1,380.00
Temp Jumper	5.00	EACH	\$1,650.00	\$8,250.00
Sample Point	26.00	EACH	\$259.00	\$6,734.00
Test And Chlorinate	12,700.00	LF	\$1.25	\$15,875.00
Total Price for above 09 WATER SYSTEM Items:				\$778,160.00

10 RECLAIM WATER SYSTEM

Connect To Existing	2.00	EACH	\$795.00	\$1,590.00
6" PVC Reclaim Watermain	4,337.00	LF	\$14.00	\$60,718.00
12" PVC Reclaim Watermain	2,114.00	LF	\$38.50	\$81,389.00
Fittings And Restraints - Reuse	1.00	LS	\$32,800.00	\$32,800.00
6" Gate Valve	27.00	EACH	\$1,120.00	\$30,240.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
12" Gate Valve	13.00	EACH	\$3,240.00	\$42,120.00
2" Blow Off Valve	4.00	EACH	\$764.00	\$3,056.00
Auto Flush Device	2.00	EACH	\$5,670.00	\$11,340.00
Air Release Valve (Poly Enclosure)	1.00	EACH	\$2,340.00	\$2,340.00
Single Service	25.00	EACH	\$470.00	\$11,750.00
Double Service	59.00	EACH	\$817.00	\$48,203.00
Testing	6,451.00	LF	\$0.84	\$5,418.84
Total Price for above 10 RECLAIM WATER SYSTEM Items:				\$330,964.84

11 CONCRETE WORK

D Curb	420.00	LF	\$13.50	\$5,670.00
2' Miami Curb	11,870.00	LF	\$12.00	\$142,440.00
Valley Gutter	180.00	LF	\$29.00	\$5,220.00
2' Ribbon Curb	130.00	LF	\$18.50	\$2,405.00
5' Sidewalk Common Areas & Util Esmts Only	3,950.00	LF	\$25.50	\$100,725.00
Handicap Ramp W/ Detectable Warning	25.00	EACH	\$973.00	\$24,325.00
Total Price for above 11 CONCRETE WORK Items:				\$280,785.00

12 GRASSING

Temp Seed & Mulch Lots	102,010.00	SY	\$0.29	\$29,582.90
Seed & Mulch ROW, Tracts & Easements	28,970.00	SY	\$0.29	\$8,401.30
Sod Perimeter Slopes & Swales	5,320.00	SY	\$2.75	\$14,630.00
Sod ROW	2,620.00	SY	\$2.75	\$7,205.00
Sod Two Strips Behind Curbs	1,789.00	SY	\$2.75	\$4,919.75
Total Price for above 12 GRASSING Items:				\$64,738.95

Total Price for above TAKE 3 Items: \$3,782,384.41

Total Bid Price: \$15,982,501.08

Alt. #1 - Allowance Due To Conflicting Soil Boring & Muck Probes

03 EARTHWORK

Dewatering For Pond & Muck Excavation	50,000.00	CY	\$0.72	\$36,000.00
Undercut Muck Areas & Bury In Pond Slopes/ Backfill Area With Clean Fill (Based On Soil Boring Data)	50,000.00	BCY	\$4.00	\$200,000.00
Total Price for above 03 EARTHWORK Items:				\$236,000.00

Total Price for above Alt. #1 - Allowance Due To Conflicting Soil Boring & Muck Probes Items: \$236,000.00

Alt. #2 - Payment & Performance Bond

01 MOBILIZATION & GENERAL CONDITIONS

P&P Bond	1.00	LS	\$243,100.00	\$243,100.00
Total Price for above 01 MOBILIZATION & GENERAL CONDITIONS Items:				\$243,100.00

Total Price for above Alt. #2 - Payment & Performance Bond Items: \$243,100.00

Alt. #3 - HDPE In Lieu Of RCP (Except For Road Crossings)

08 STORM SEWER

HDPE In Lieu Of RCP (Except For Road Crossings)	1.00	LS	(\$90,000.00)	(\$90,000.00)
Total Price for above 08 STORM SEWER Items:				(\$90,000.00)

Total Price for above Alt. #3 - HDPE In Lieu Of RCP (Except For Road Crossings) Items: (\$90,000.00)

Notes:

• **Mobilization & General Conditions:**

1. Engineer: Hanson, Walter & Associates, Inc.
2. Date of Plans: 11/15/19
3. Revision Date: January 2021
4. We exclude all bonds, permits and fees unless specifically included in the proposal.
5. We include engineering layout and certified as-built drawings for our scope of work.
6. We include geotechnical testing for our scope of work to municipal standards unless noted otherwise.
7. No allowance has been made for the protection or relocation of endangered plants or animals.
8. This proposal is valid for 30 days and is subject to revision for material increases and final approved plan changes.
9. This proposal is based solely on the plans noted above. We do not include any work shown on the architectural, structural, MEP, landscaping, or hardscaping plans unless specifically noted.
10. The owner is to provide all legal surveys, benchmarks, control points, coordinate geometry, property line grades, and plat.
11. We will coordinate efforts with the utility companies. Unless noted otherwise, no costs are included for utility layout or for removal, adjustment, relocation, or new construction of utilities.
12. We exclude all gazebos, playground equipment, benches, mulch/equestrian trails, or any other park amenities.
13. No "tree save" barricading is included unless there is an item shown on the proposal sheet.
14. SWPPP, NPDES permit and reporting is included unless noted otherwise.
15. We exclude any ADA design responsibility.
16. We include a 1-year warranty on workmanship. Materials are per manufacturers' warranties.
17. Proposal based on accuracy of provided topo & soil report.
18. Drawdown of retention ponds for final walk through not included.
19. Fencing and walls by others.
20. Bid to complete all phases concurrently. Proposal does not include seeding and mulching future phases after mass grading, nor does it include mowing and discing future phases if they become overgrown due to inactivity.
21. Due to the volatility of the market, unit prices for phases 2 through 4 are subject to change based upon material price increases.

• **Clear, Grub and Strip:**

1. Clearing debris, if any, has been figured to be burned on-site unless noted otherwise. Additional cost will be required for haul-off.
2. No removal or disposal of buried debris is included unless noted otherwise.
3. No septic tank removal is included unless noted otherwise.
4. Disking is figured in lieu of stripping unless noted otherwise.
5. Demo & removal of existing building structures included. Demo excludes asbestos survey, removal & permit.
6. Soil treatment by others, if required. (termite, fertilizer, etc.).
7. Relocation of conflicting utilities by others, if required (poles, conduits, etc.).
8. Irrigation and landscaping, including removal/replacement of existing by others.
9. Existing grove irrigation, if encountered, irrigation be demolished at conflict point only.
10. Well abandonments proposed for 6" wells including up to 250 bags per well. Additional costs will be applied if more bags are needed.

• **Earthwork:**

1. There is conflicting data regarding the quantity of muck within the soils report between the muck probes and soil borings. Proposal is based on the soil boring data. An add alternate has been provided based on the muck probe data.
2. Prior to commencing the earthwork operation, we will verify the existing topography and adjust appropriate quantities if necessary.
3. We exclude any retaining wall excavation, wall construction; backfill or grading unless an item is specifically included in the proposal.
4. Building pads are to be graded 8" below finish floor unless noted otherwise. Grading for stemwalls and final lot finish grading is the responsibility of the homebuilder.
5. In order to balance the site, all ponds must be over-excavated approximately 2.0'.
6. On projects where we are a subcontractor, our grading is figured +/- 0.1-FT one time only. All other trades are expected to restore their work area like they found it. Any clean-up or restoration by us will be billed as extra work.
7. Dewatering of site based off of dewatering plans.
8. Pond borings terminated at 25'. JMH is assuming that suitable fills are located below where the borings were terminated.
9. Pond E shall be shallowed approximately 4' to balance the site.

• **Paving On Site:**

1. Asphalt paving is based on one mobilization per lift unless noted otherwise.
2. Asphalt paving is based on utilizing a RAP mix design.
3. 6' asphalt trail not included at this time. Details needed to price correctly.
4. Decorative paving and/or concrete bands by others.
5. Handicap ramps are included only in conjunction with itemized sidewalk as shown in proposal.
6. Traffic control shall be performed during normal working hours. Weekends, nights, and law enforcement monitoring is not included. No MOT has been provided for any offsite work that may be needed.

• **Paving Off Site:**

1. Open road cuts have been provided for the water & reuse tie-ins. The open road cuts are based off of the detail on page 89 of the plans and per the Osceola County requirements.
2. No bond has been included in the open road cut alternate pricing.

• **Misc. Concrete Work:**

1. Only concrete scope and quantities listed are included in proposal.
2. Concrete shall be broom finished only. Caulking is not included.
3. Handicap ramps are included only in conjunction with itemized sidewalk as shown in proposal.
4. Traffic control shall be performed during normal working hours. Weekends, nights, and law enforcement monitoring is not included.

- **Sanitary Sewer:**
 1. Sanitary laterals terminated within 5' of lot line; clean out and connections by others.
 2. Transformer for lift station to be located within 50' of station.
 3. Assume all water from temporary dewatering operation to be discharged offsite, appropriate filtration methods to be implemented.
 4. TV/Video inspection is limited to main lines only; laterals are not included.
 5. Software programming for lift station PLC/HMI by Owner.
 6. Bypass pump, 40' AMI tower and odor control included in lift station pricing.
 7. Sanitary connection in Phase 4 to Wiregrass project proposed to be completed before Wiregrass asphalt has been completed. No open road cuts/repairs included.
- **Storm Sewer:**
 1. Roof drains not included.
 2. Assume all water from temporary dewatering operation to be discharged offsite, appropriate filtration methods to be implemented.
- **Water System:**
 1. Water meters by others.
 2. Water services brought into ROW, connections by others.
 3. Assume all pressure mains to be no more than 5' deep at proposed connection locations.
 4. Equipment for Advanced Metering Infrastructure (AMI) is not included.
- **Reclaim Water System:**
 1. Water meters by others.
 2. Water services brought into ROW, connections by others.
 3. Assume all pressure mains to be no more than 5' deep at proposed connection locations.
 4. Bacterial testing of reclaim mains is not included.
- **Grassing:**
 1. All sod and/or seed & mulch, if included in the bid proposal, will be Bahia unless noted otherwise.
 2. No watering or maintenance of the grassing or sod is included beyond the contract time.

Payment Terms:

Payment terms are net 30 days. Overdue amounts will collect interest at 18% APR. Customer agrees to pay any attorney fees associated with collecting unpaid amounts.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Jon M. Hall Company</p> <p>Authorized Signature: _____</p> <p>Estimator: Michael Knight 407-215-0410 Ext 222 mknight@jonmhallcompany.com</p>
---	--

EXHIBIT “C”

Affidavit of Developer

[See attached.]

AFFIDAVIT OF ELEVATION PRESTON COVE, LLC

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned authority, personally appeared OWAIS KHANANI (“Affiant”) as an individual and as Manager of and on behalf of **Elevation Preston Cove, LLC**, a Florida limited liability company, whose principal address is 189 S. Orange Ave., Suite 1550, Orlando, Florida 32801 (“Elevation”), who being first duly sworn on oath says:

1. In March of 2021, Elevation and Jon M. Hall Company, LLC, a Florida limited liability company, entered into a contract for civil site construction that included all phases and all materials for the Preston Cove Community Development District (the “District”). Bids for this work were solicited in accordance with Section 190.033, *Florida Statutes* and Florida law. Bids from Jon M. Hall Company, LLC, The Briar Team, LLC, Eden Site Development, Inc., JR Davis Construction Company, Inc. and Southern Development & Construction, Inc. were submitted to Elevation. Elevation selected Jon M. Hall Company, LLC since it was the lowest cost bidder. As shown in the table attached as Exhibit “A” (the “Table”), the bid and the original contract price with Jon M. Hall Company, LLC was \$15,982,501.08.

2. Due to delays with the establishment of the District, Elevation witnessed substantial price increases month after month. Based on these price increases, Jon M. Hall Company, LLC provided Elevation with detail showing an increase of more than \$900,000 (see the “Additive Change Orders” and “Materials” rows in the Table). As a result, materials were then removed from the contract and the District purchased the materials directly. However, despite efforts to negotiate the added costs, Elevation was ultimately unable to come to an agreement with Jon M. Hall Company, LLC. Elevation then received a quote from True Site Services, LLC that was less than the original bid (less materials) from Jon M. Hall Company, LLC. As detailed in the Table, True Site Services, LLC was significantly less expensive for the same services originally bid on by Jon M. Hall Company, LLC. As a result, Elevation entered into three separate Agreements with True Site Services, LLC for the contract work.

3. All money due to Jon M. Hall Company, LLC from Elevation has been paid in full, except for the retainage payment in the amount of \$301,937.07 which will be paid in full by April 1, 2022. There are no liens or claims filed by or anticipated to be filed by Jon M. Hall Company, LLC for any labor, materials, equipment or other work related to the bid or Agreement entered into with Jon M. Hall Company, LLC. Elevation shall indemnify and defend the District, its officers and agents, from and against any and all liabilities, claims, penalties, suits and damages the District or its officers and agents may incur as a result of Elevation’s contract with Jon M. Hall Company, LLC and/or otherwise related to the assignment of contracts from True Site Services, LLC.

4. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an

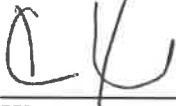
instrument of this nature. Affiant further certifies that he/she has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[Signature provided on following page.]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: February 17th, 2022

OWAIS KHANANI, as an individual

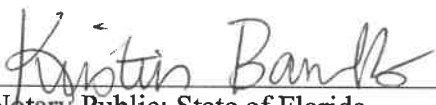
Signature: 
Print: Owais Khanani
Title: Manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 17th day of February, 2022, by Owais Khanani, as Manager of **ELEVATION PRESTON COVE, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.




Notary Public: State of Florida
Print Name: Kristin Banks
Comm. Exp.: 5/29/2023; Comm. No.: GG 339771

The terms of this Affidavit are hereby acknowledged and agreed to by Elevation Preston Cove, LLC.

ELEVATION PRESTON COVE, LLC, a
Florida limited liability company

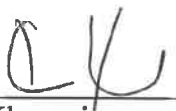
Signature: 
Print: Owais Khanani
Title: Manager

Exhibit "A"

Table

	<u>Jon M Hall</u>	<u>True Site Services</u>
Original Contract	\$15,982,501.08	\$6,913,744
Additive Change Orders	\$245,154.09	\$6,717.60
Material	\$951,655.22	\$5,864,903.78
Proposed Contract Value	\$17,179,310.39	\$12,785,365.38

Total Amount already paid to Jon M Hall:	\$2,717,433.60
Retainage Owed Jon M Hall:	\$301,937.07
Total Amount of Material and True Site:	\$12,785,365.38
Total costs:	\$15,810,736.05
Savings:	\$1,368,574.34

COMPOSITE EXHIBIT “D”

Assignments of the Construction Contracts

[See attached.]

ASSIGNMENT OF CONTRACTOR AGREEMENT
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT (AKA PHASE 1A) MASTER
INFRASTRUCTURE PROJECT

Assignor: Elevation Preston Cove LLC (“Assignor”)
Owner/Assignee: Preston Cove Community Development District (“Assignee” or “District”)
Contractor: True Site Services, LLC (“Contractor”)
Contract: Preston Cove Contractor Agreement for Master Infrastructure Improvements of
“Phase 1A” (“Contractor Agreement” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the ____ day of February, 2022.

WITNESS:

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
Title: Chairperson

WITNESS:

By: _____
Printed Name: _____
Title: _____

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement
 - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
PRESTON COVE ("PHASE 1A")
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Owais Khanani of Elevation Preston Cove LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Owais Khanani, serve as Manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Preston Cove Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and True Site Services, LLC ("**Contractor**"), dated September 27, 2021, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all terminated contractors, subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has X furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ___ day of _____, 2022.

ELEVATION PRESTON COVE LLC
a Florida limited liability company

By: _____
Printed Name: Owais Khanani
Title: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022 by _____, as _____ of _____, on behalf of the company.

(Official Notary Signature)
Name:
Personally Known
OR Produced Identification
Type of Identification

[notary seal]

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
("PHASE 1A")
MASTER INFRASTRUCTURE PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, True Site Services, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Elevation Preston Cove, LLC and Contractor dated September 27, 2021, has been assigned to the Preston Cove Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ___ day of _____, 2022.

True Site Services, LLC, a Florida
limited liability company

By: _____
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022 by _____, as Manager of True Site Services, on behalf of the company.

(Official Notary Signature)
Name:
Personally Known
OR Produced Identification
Type of Identification

[notary seal]

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
 (“PHASE 1A”)
MASTER INFRASTRUCTURE PROJECT**

1. ASSIGNMENT. This Addendum applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated September 27, 2021 (“**Contract**”) between the Preston Cove Community Development District (“**District**”) and True Site Services, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Osceola County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

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

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 2.5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

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

exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.

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

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's

custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GEORGE FLINT, GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON ST. ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND GFLINT@GMSCFL.COM

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Preston Cove Community Development District
c/o Governmental Management Services
Central Florida, LLC
219 East Livingston St.
Orlando, Florida 32801
Attn: District Manager

With a copy to: Latham Luna Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

15. 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.

16. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

True Site Services, LLC, a Florida
limited liability company

By: _____
Its: Manager

Witness

Print Name of Witness

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: _____
Its: Chairperson

Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement
- Exhibit D:** Discrimination Statement

EXHIBIT 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**

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 Preston Cove Community Development District by _____ (print individual's name). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for True Site Services, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's 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*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Preston Cove Community Development District, 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 and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Preston Cove 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 Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2022,
by _____, as Manager of True Site Services, LLC, who is personally
known to me or who has produced _____ as identification and who did
(did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

EXHIBIT B

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

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 Preston Cove Community Development District.
2. I, _____ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for True Site Services, LLC ("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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any 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 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.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

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 _____, 2022.

True Site Services, LLC, a Florida
limited liability company

By: _____
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2022,
by _____, as Manager of True Site Services, LLC, who is personally
known to me or who has produced _____ as identification and who did
(did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

EXHIBIT C

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

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

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

CERTIFICATION

1. I understand that 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 _____, 2022.

Contractor: True Site Services, LLC, a Florida limited liability company

By: _____
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as Manager of True Site Services, LLC, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

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

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

Dated this ____ day of _____, 2022.

Subcontractor: _____

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

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

EXHIBIT D

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION

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 Preston Cove Community Development District.
2. I, _____ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for True Site Services, LLC ("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 "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. 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 entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2022, by _____, as Manager of True Site Services, LLC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

ASSIGNMENT OF CONTRACTOR AGREEMENT
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT (AKA PHASE 1B) MASTER
INFRASTRUCTURE PROJECT

Assignor: Elevation Preston Cove LLC (“Assignor”)
Owner/Assignee: Preston Cove Community Development District (“Assignee” or “District”)
Contractor: True Site Services, LLC (“Contractor”)
Contract: Preston Cove Contractor Agreement for Master Infrastructure Improvements of
“Phase 1B” (“Contractor Agreement” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the ____ day of February, 2022.

WITNESS:

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
Title: Chairperson

WITNESS:

By: _____
Printed Name: _____
Title: _____

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement
 - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
PRESTON COVE ("PHASE 1B")
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Owais Khanani of Elevation Preston Cove LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Owais Khanani, serve as Manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Preston Cove Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and True Site Services, LLC ("**Contractor**"), dated September 27, 2021, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all terminated contractors, subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has X furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ___ day of _____, 2022.

ELEVATION PRESTON COVE LLC
a Florida limited liability company

By: _____
Printed Name: Owais Khanani
Title: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022 by _____, as _____ of _____, on behalf of the company.

(Official Notary Signature)
Name:
Personally Known
OR Produced Identification
Type of Identification

[notary seal]

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
("PHASE 1B")
MASTER INFRASTRUCTURE PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, True Site Services, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Elevation Preston Cove, LLC and Contractor dated September 27, 2021, has been assigned to the Preston Cove Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ___ day of _____, 2022.

True Site Services, LLC, a Florida
limited liability company

By: _____
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022 by _____, as Manager of True Site Services, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name:
Personally Known
OR Produced Identification
Type of Identification

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
 (“PHASE 1B”)
MASTER INFRASTRUCTURE PROJECT**

1. ASSIGNMENT. This Addendum applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated September 27, 2021 (“**Contract**”) between the Preston Cove Community Development District (“**District**”) and True Site Services, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Osceola County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

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

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 2.5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

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

exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.

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

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's

custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GEORGE FLINT, GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON ST. ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND GFLINT@GMSCFL.COM

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Preston Cove Community Development District
c/o Governmental Management Services
Central Florida, LLC
219 East Livingston St.
Orlando, Florida 32801
Attn: District Manager

With a copy to: Latham Luna Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

15. 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.

16. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

True Site Services, LLC, a Florida
limited liability company

By: _____
Its: Manager

Witness

Print Name of Witness

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: _____
Its: Chairperson

Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement
- Exhibit D:** Discrimination Statement

EXHIBIT 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**

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 Preston Cove Community Development District by _____ (print individual's name). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for True Site Services, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's 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*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Preston Cove Community Development District, 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 and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Preston Cove 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 Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2022, by _____, as Manager of True Site Services, LLC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

EXHIBIT B

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

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 Preston Cove Community Development District.
2. I, _____ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for True Site Services, LLC ("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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any 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 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.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

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 _____, 2022.

True Site Services, LLC, a Florida
limited liability company

By: _____
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2022,
by _____, as Manager of True Site Services, LLC, who is personally
known to me or who has produced _____ as identification and who did
(did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

EXHIBIT C

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

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

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

CERTIFICATION

1. I understand that 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 _____, 2022.

Contractor: True Site Services, LLC, a Florida limited liability company

By: _____
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as Manager of True Site Services, LLC, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

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

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

Dated this ____ day of _____, 2022.

Subcontractor: _____

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

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

EXHIBIT D

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION

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 Preston Cove Community Development District.
2. I, _____ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for True Site Services, LLC ("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 "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. 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 entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2022, by _____, as Manager of True Site Services, LLC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

ASSIGNMENT OF CONTRACTOR AGREEMENT
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT (AKA PHASE 2) MASTER
INFRASTRUCTURE PROJECT

Assignor: Elevation Preston Cove LLC (“Assignor”)
Owner/Assignee: Preston Cove Community Development District (“Assignee” or “District”)
Contractor: True Site Services, LLC (“Contractor”)
Contract: Preston Cove Contractor Agreement for Master Infrastructure Improvements of
“Phase 2” (“Contractor Agreement” or “Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the ____ day of February, 2022.

WITNESS:

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
Title: Chairperson

WITNESS:

By: _____
Printed Name: _____
Title: _____

EXHIBITS:

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
 - Scrutinized Companies Statement
 - Public Entity Crimes Statement
 - Trench Safety Compliance Act Statement
 - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
PRESTON COVE ("PHASE 2")
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Owais Khanani of Elevation Preston Cove LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Owais Khanani, serve as Manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Preston Cove Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and True Site Services, LLC ("**Contractor**"), dated September 27, 2021, and attached hereto as **Exhibit A**, X was competitively bid prior to its execution or _____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all terminated contractors, subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has X furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ___ day of _____, 2022.

ELEVATION PRESTON COVE LLC
a Florida limited liability company

By: _____
Printed Name: Owais Khanani
Title: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022 by _____, as _____ of _____, on behalf of the company.

(Official Notary Signature)
Name:
Personally Known
OR Produced Identification
Type of Identification

[notary seal]

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
("PHASE 2")
MASTER INFRASTRUCTURE PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, True Site Services, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement ("**Contractor Agreement**") between Elevation Preston Cove, LLC and Contractor dated September 27, 2021, has been assigned to the Preston Cove Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ___ day of _____, 2022.

True Site Services, LLC, a Florida
limited liability company

By: _____
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2022 by _____, as Manager of True Site Services, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name:
Personally Known
OR Produced Identification
Type of Identification

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
 (“PHASE 2”)
MASTER INFRASTRUCTURE PROJECT**

1. **ASSIGNMENT.** This Addendum applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated September 27, 2021 (“**Contract**”) between the Preston Cove Community Development District (“**District**”) and True Site Services, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. **PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Osceola County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. **INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. **LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

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

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 2.5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

6. INDEMNIFICATION. Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

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

exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.

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

8. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's

custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GEORGE FLINT, GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON ST. ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND GFLINT@GMSCFL.COM

9. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. NOTICES. Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Preston Cove Community Development District
c/o Governmental Management Services
Central Florida, LLC
219 East Livingston St.
Orlando, Florida 32801
Attn: District Manager

With a copy to: Latham Luna Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: District Counsel

11. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

12. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

13. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

14. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

15. 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.

16. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

True Site Services, LLC, a Florida
limited liability company

By: _____
Its: Manager

Witness

Print Name of Witness

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By: _____
Its: Chairperson

Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement
- Exhibit D:** Discrimination Statement

EXHIBIT 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**

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 Preston Cove Community Development District by _____ (print individual's name). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for True Site Services, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's 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*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Preston Cove Community Development District, 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 and that it does not have business operations in Cuba or Syria.
4. The entity will immediately notify the Preston Cove 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 Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2022, by _____, as Manager of True Site Services, LLC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

EXHIBIT B

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES**

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 Preston Cove Community Development District.
2. I, _____ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for True Site Services, LLC ("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 Section 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, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any 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 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.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

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 _____, 2022.

True Site Services, LLC, a Florida
limited liability company

By: _____
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2022,
by _____, as Manager of True Site Services, LLC, who is personally
known to me or who has produced _____ as identification and who did
(did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

EXHIBIT C

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

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

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

CERTIFICATION

1. I understand that 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 _____, 2022.

Contractor: True Site Services, LLC, a Florida limited liability company

By: _____
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as Manager of True Site Services, LLC, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

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

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

Dated this ____ day of _____, 2022.

Subcontractor: _____

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

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

EXHIBIT D

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION

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 Preston Cove Community Development District.
2. I, _____ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Manager (print individual's title) for True Site Services, LLC ("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 "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. 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 entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2022, by _____, as Manager of True Site Services, LLC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[notary seal]

Signature of Notary Public taking acknowledgement

My Commission Expires: _____

COMPOSITE EXHIBIT “E”

Payment and Performance Bonds

Insurance Certificates naming Preston Cove Community Development District

[See attached.]

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

True Site Services, LLC
37 N. Orange Ave, Suite 307
Orlando, FL 32801

SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3 210 Hudson Street Suite 300
Jersey City , New Jersey 07311

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Elevation Preston Cove LLC
121 South Orange Avenue, Suite 1250 Orlando, Florida 32801

CONSTRUCTION CONTRACT

Date:

Amount: Two Million Eight Hundred Forty Seven Thousand Four Hundred Sixteen and 25/100 Dollars (\$2,847,416.25)

Description:

(Name and location) Preston Cove Phase 1A

BOND

Date: February 1, 2022

(Not earlier than Construction Contract Date)

Amount: Two Million Eight Hundred Forty Seven Thousand Four Hundred Sixteen and 25/100 Dollars (\$2,847,416.25)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
True Site Services, LLC

SURETY

Company: *(Corporate Seal)*
Arch Insurance Company

Signature: _____

Name

and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: _____

Name

and Title: Stephen P. Farmer, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Brown & Brown of Florida, Inc.
300 N. Beach Street
Daytona Beach, FL 32114
386-239-5703

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Hanson, Walter & Associates, Inc.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

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

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: Not Applicable
Name and Title: _____
Address _____

Signature: Not Applicable
Name and Title: _____
Address _____

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

True Site Services, LLC
37 N. Orange Ave, Suite 307
Orlando, FL 32801

SURETY:

(Name, legal status and principal place of business)

Arch Insurance Company
Harborside 3 210 Hudson Street Suite 300
Jersey City , New Jersey 07311

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Elevation Preston Cove LLC
121 South Orange Avenue, Suite 1250 Orlando, Florida 32801

CONSTRUCTION CONTRACT

Date:

Amount: Two Million Eight Hundred Forty Seven Thousand Four Hundred Sixteen and 25/100 Dollars (\$2,847,416.25)

Description:

(Name and location) Preston Cove Phase 1A

BOND

Date: February 1, 2022

(Not earlier than Construction Contract Date)

Amount: Two Million Eight Hundred Forty Seven Thousand Four Hundred Sixteen and 25/100 Dollars (\$2,847,416.25)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
True Site Services, LLC

SURETY

Company: *(Corporate Seal)*
Arch Insurance Company

Signature: _____
Name
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____
Name
and Title: Stephen P. Farmer, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Brown & Brown of Florida, Inc.
300 N. Beach Street
Daytona Beach, FL 32114
386-239-5703

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Hanson, Walter & Associates, Inc.

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

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

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

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

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

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

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

§ 7.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

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

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: Not Applicable

Signature: Not Applicable

Name and Title:

Name and Title:

Address

Address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Laureate Insurance Partners LLC 13630 Sachs Ave, Suite 100 Orlando FL 32827	CONTACT NAME: Laureate Insurance Partners PHONE (A/C. No. Ext): 407-675-3880 E-MAIL ADDRESS: Info@LaureateInsurance.com		FAX (A/C. No.): 407-675-3880													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United National Insurance Comp</td> <td>13064</td> </tr> <tr> <td>INSURER B : Travelers Casualty Insurance C</td> <td>19046</td> </tr> <tr> <td>INSURER C : Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United National Insurance Comp	13064	INSURER B : Travelers Casualty Insurance C	19046	INSURER C : Scottsdale Insurance Company	41297	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : United National Insurance Comp	13064															
INSURER B : Travelers Casualty Insurance C	19046															
INSURER C : Scottsdale Insurance Company	41297															
INSURER D :																
INSURER E :																
INSURER F :																
INSURED True Site Services LLC 4375 Summer Breeze Way Kissimmee FL 34744	TRUESIT-02															

COVERAGES

CERTIFICATE NUMBER: 511760114

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CCP0000037	10/4/2021	10/4/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Damage Leg Liab \$ 100,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8S198727	10/4/2021	10/4/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$1,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	XLS0118140	10/4/2021	10/4/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Additional Insured: Elevation Development, LLC
 Additional Insured: Elevation Preston Cove, LLC
 Additional Insured: SDP Reit, LLC
 Additional Insured: Preston Cove Community Development District
 Preston Cove Project
 Primary & Noncontributing, CG20 10, Waiver of subrogation

CERTIFICATE HOLDER**CANCELLATION**

Elevation Development, LLC 189 South Orange Ave Suite 1550 Orlando FL 32801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

SECTION VI

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2022 BONDS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Preston Cove Community Development District (the "District") is a local unit of special purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended, of the State of Florida; and

WHEREAS, on August 26, 2021, the Board of Supervisors (the "Board") of the District adopted Resolution No. 2021-14 authorizing, among other things, the issuance of not to exceed \$29,000,000 aggregate principal amount of its special assessment bonds in order to finance the costs of the construction, installation and acquisition of public infrastructure, improvements and services on lands within the District; and

WHEREAS, the District duly authorized and issued Preston Cove Community Development District Special Assessment Bonds, Series 2022 (the "Series 2022 Bonds") in the amount of \$11,610,000 for the purpose of funding the construction, installation and acquisition of public infrastructure, improvements and services; and

WHEREAS, the Preston Cove Community Development District Engineer's Report, dated August 26, 2021, attached to this Resolution as **Exhibit "A"** (the "Engineer's Report"), identifies and describes the components of the project financed with the Series 2022 Bonds (the "2022 Project"); and

WHEREAS, the Engineer's Report estimated capital costs totaling \$22,920,075, a portion of which was to be paid directly by the developer; and

WHEREAS, the total cost to the District for the improvements associated with the 2022 Project was estimated at \$22,920,075 ("Total Project Costs"); and

WHEREAS, pursuant to the terms of the Supplemental Assessment Methodology for Preston Cove Community Development District, dated December 16, 2021 (the "Assessment Methodology"), the estimated total costs paid for by the Series 2022 Bonds inclusive of capital costs, financing costs, capitalized interest, reserve funds and contingencies totaled approximately \$11,610,000; and

WHEREAS, on September 30, 2021, the Board, after notice and public hearing, met as an equalizing Board pursuant to the provisions of Section 170.08, *Florida Statutes*, and adopted Resolution 2021-18 authorizing and confirming the projects described therein, equalizing and levying special assessments to defray the adjusted Total Project Costs and providing that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district,

municipal or other governmental taxes, all in accordance with Section 170.08, *Florida Statutes* (“Special Assessment Lien”); and

NOW, THEREFORE, be it resolved by the Board of Supervisors of Preston Cove Community Development District:

1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

3. Finalization of Special Assessments Securing the Series 2022 Bonds. Pursuant to Section 170.08, *Florida Statutes*, and District Resolution 2021-18, special assessments securing the Series 2022 Bonds on all developable land within the District are to be credited the difference in the assessment as originally made, approved and confirmed and a proportionate part of the Actual Project Costs of the 2022 Project. Attached hereto as **Exhibit “B,”** and incorporated herein by reference, is the Assessment Methodology which accurately reflects the amount of special assessments of the Series 2022 Bonds. The assessments levied pursuant to Resolution 2021-18 also correctly reflect the outstanding debt due on the Series 2022 Bonds. Therefore, pursuant to Section 170.08, *Florida Statutes*, and Resolution 2021-18, the special assessments on parcels specially benefited by the 2022 Project are hereby finalized in the amount of the outstanding debt due on the Series 2022 Bonds in accordance with **Exhibit “B”** herein, and is apportioned in accordance with the methodology described in **Exhibit “B,”** upon the specially benefited lands indicated in the District’s Assessment Lien Roll attached as part of the Assessment Methodology, and reflects the finalized assessments due on the parcels benefited by the Series 2022 Bonds.

4. Improvement Lien Book. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District’s “Improvement Lien Book.” The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all others liens, titles and claims.

5. Other Provisions Remain in Effect. This Resolution is intended to supplement Resolution 2021-18, which remains in full force and effect. This Resolution and Resolution 2021-18 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

6. Severability. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such

other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

7. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

8. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 24th day of February, 2022.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR RESOLUTION 2022-08

ATTEST:

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____
Secretary / Assistant Secretary

Name: _____
Chairman / Vice Chairman

Exhibit "A": Engineer's Report
Exhibit "B": Assessment Methodology

EXHIBIT "A"

ENGINEER'S REPORT

[ATTACHED BELOW]

**ENGINEER'S REPORT
FOR THE
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT**

PREPARED FOR:

**BOARD OF SUPERVISORS
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT**

ENGINEER:

**HANSON, WALTER & ASSOCIATES, INC.
8 Broadway, Suite 104
Kissimmee, Florida 34741**

August 26, 2021

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the master capital improvement plan ("CIP") and estimated costs of the CIP, for the Preston Cove Community Development District.

2. GENERAL SITE DESCRIPTION

Preston Cove is a low-density residential development as established in the Osceola County Comprehensive Plan. The development is in unincorporated Osceola County, Florida, lying in Sections 21 and 22, Township 25 South and Range 31 east. More particularly as shown in **Exhibit 2.1** of the attached Appendix. The general location of the development is east of the Jim Brack Property, west of a proposed development known as The Crossings, north of Jones Road and south of Wiregrass Phases 1 through 4.

As noted in **Exhibit 2.2**, the District's boundaries include approximately 146.69 acres of land located in Osceola County, Florida.

The District is within the City of St. Cloud Utility Service Area. The City will provide potable water, wastewater disposal and reclaimed water services to the development. Capacity for these utilities is available from St. Cloud Public Utilities and a utility agreement has been secured to service the site.

A water plant owned and operated by the City of St. Cloud is located off Kissimmee Park Road and will service the site. Potable water connections will be made from an existing water main in Jones Road and will be looped through Wiregrass to the north to mains in Jack Brack Road. A 12" water main currently exists within the Jones Road right of way.

Wastewater from the development will be collected in gravity sewer mains that will be serviced by a proposed onsite lift station that will pump the wastewater into a force main in Jones Road right of way that connects to a main in Narcoossee Road that is serviced by the City of St. Cloud Southside Wastewater Treatment Plant.

Reclaimed water will be secured from the City of St. Cloud via a connection to the existing main in Jones Road and looping through the site to a proposed connection in Wiregrass to the mains in Jack Brack Road.

Existing Utilities are shown in **Exhibit 2.3** of the Appendix.

The District is located within South Florida Water Management District Alligator Chain of Lakes Basin and the Lake Center Sub-Basin. Conveyances to Lake Center will be via a county ditch that conveys runoff to the east and south into the north side of Lake Center. The existing drainage conditions are depicted in **Exhibit 2.4** of the Appendix.

3. PROPOSED PRESTON COVE PROJECT PURPOSE AND SCOPE OF THE REPORT

The purpose of this report is to provide a description of the public infrastructure improvements ("Capital Improvement Plan" or "CIP") to be constructed and or acquired by the District, and to provide an apportionment of the categories of costs for the CIP. A corresponding master assessment methodology

will be developed by the District's methodology consultant. The CIP is intended to provide public infrastructure improvements for all lands within the District, which are planned for 611 residential units.

The proposed site plan for the District is attached as **Exhibit 3.1** to this report, and the plan enumerates the proposed lot count, by type, for the District. The following charts show the planned product types and land uses for the District:

**TABLE 3.1
LAND USE SUMMARY**

Type of Use	ED-1	Total Project Area +/-
Residential*	146.69	146.69
Total Area	146.69	146.69
% of Total Area	100%	100%

* Residential areas include a minimum of 20% open space which may include wetlands, stormwater ponds or green spaces.

**TABLE 3.2
PRODUCT TYPE SUMMARY**

Type of Use	ED-1	Total
Single Family 1*	385	385
Multi Family**	218	218
Total	603	603

* Single Family 1 represents detached product with lot width 50 ft. wide or greater

** Multi Family represents all attached product

The public infrastructure improvements purpose is to serve and benefit the lands contained within the current boundaries of the District, as their provision as described herein is required for the development of lands contained within the current boundaries of the District.

The CIP infrastructure includes the following Master Infrastructure, which is intended to serve all lands in the District:

Roadway Improvements:

The CIP includes framework roads within the District. Framework roads shall include Multi-Modal roadways, Boulevards and Avenues as defined in the Osceola County approved concept plan and within the Comprehensive Plan Map Series TRN Maps. Exhibit 3.2 in the Appendix identifies the Multimodal street as well as the Boulevards and Avenues to service the area. The responsibility for improving the framework roads is limited to the ownership limits of the CDD and does not extend beyond the limits of the Preston Cove CDD boundary. Roadways will consist of 2-lane undivided typical sections. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, inlets, culverts, striping and signage and sidewalks within rights-of-way. All roads will be designed in accordance with FDOT and Osceola County standards.

Internal roadways will be financed by the District, and will be dedicated to Osceola County for ownership, operation, and maintenance. All alleys will be financed by the CDD and responsibility of maintenance of the alleys is that of the Preston Cove CDD. All other roadways will be maintained by Osceola County.

Impact fee credits may be available in the form of mobility fee credits based upon a negotiated mobility fee agreement with Osceola County, Florida. If the property is annexed into the City of St. Cloud, the impact fee credits would have to be negotiated with the City of St. Cloud in an Annexation Agreement. Osceola County currently provides for credits for all improvements and land dedication that exceeds the specific needs of the project. To the extent the District funds improvements which generate impact fee credits or mobility fee credits, the District shall receive the credits and can then sell or transfer such credits as allowed per law.

Stormwater Management System:

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipes, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to Lake Center via an existing conveyance ditch. The stormwater system will be designed consistent with the criteria established by the South Florida Water Management District (SFWMD) and Osceola County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that the County will own, operate and maintain the inlets and storm sewer systems within County right-of-way.

Water, Wastewater and Reclaim Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. Water main connections will be made at Jones Road and Wiregrass Phase 3 (connection to Jack Brack Road).

Wastewater improvements for the project will include an onsite 8" diameter gravity collection system, offsite and onsite force main and onsite lift station. The offsite force main connection will be made at Jones Road

Similarly, the reclaim water distribution system will be constructed to provide service for irrigation throughout the community to include both residential lots, common open space and CDD property and will consist of varying main sizes dependent on demand. An offsite reclaim

connection will be made at Jones Road, with a northern connection in Wiregrass Phase 3 to loop the system to mains in Jack Brack Road.

The water and reclaim distribution and wastewater collection systems for both phases will be completed by the District and then dedicated to City of St. Cloud for operation and maintenance. All mains will be designed and constructed in compliance with the City of St. Cloud and the Florida Department of Environmental Protection standards.

The project will require creating a looped connection of mains on site that will both serve the proposed development and provide for expansion of the City infrastructure to service future developments. Mains or improvements that are increased in size to service development above the specific needs of the District improvements will be eligible for impact fee credits via an upsize agreement with the City of St. Cloud. To the extent the District funds improvements which generate impact fee credits, the District shall receive the credits and can sell or transfer such credits as allowed by law. Distribution of the impact fee credits received may be handled pursuant to separate agreements between the District and a developer.

Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. Landscaping will consist of sod, shrubs, ground cover, trees and plants. The irrigation system will consist of spray and rotating heads providing irrigation coverage to the landscaped areas. Moreover, hardscaping will consist of entry features, benches, trashcans, accent pavement, directional signage, etc. Existing vegetation will be utilized wherever possible.

The County has distinct design criteria requirements for planting and irrigation design. Therefore, this project will at a minimum meet those requirements but, in most cases, exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained, and funded by the District. Such infrastructure, to the extent that it is in rights-of-way owned by the County will be maintained pursuant to a right-of-way agreement to be entered into with the County.

Street Lights / Undergrounding of Electrical Utility Lines

The District intends to lease street lights through an agreement with Orlando Utility Commission (OUC) in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, street lights are not included as part of the CIP.

The CIP does however include the installation of conduits to place the electrical utilities underground within the right-of-way and utility easements located within the CDD Boundary. OUC shall own and maintain the constructed utility lines and associated transformers, however the district's obligation will be limited to the electrical conduits, switch gear (as necessary), junction boxes and transformers that service CDD property and/or improvements. Electrical lines and transformers for service to individual lots will not be paid by the CDD and would be owned and maintained by OUC and are not part of the District CIP.

Recreational Amenities:

In conjunction with the construction of the CIP, the District may elect to construct amenity parks within the development. The District may or may not also finance additional amenities, parks and other common areas for the benefit of the District. These improvements will be funded, owned, and maintained by the District, or alternatively may be funded by the developer and turned over to a homeowners' association of District for ownership, operation, and maintenance.

There are several recreational tracts within the District Boundaries, where dog parks, recreational sport courts, sports fields, walking trails, a clubhouse and pool, benches, playgrounds/tot lots, etc. will be constructed and funded by the CDD. The CDD will be responsible for both the construction of said improvements as well as maintenance of the same.

Environmental Conservation/Mitigation

There are approximately 11.234 acres of potential forested and herbaceous wetland impacts and surface water impacts associated with the proper construction of the District's infrastructure which will require wetland mitigation. The District will be responsible for the funding, design, permitting, construction, maintenance, and government reporting of the environmental mitigation. These costs are included within the CIP.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying architectural and legal fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Off-Site Improvements

The District is not responsible for any offsite utility extensions as the necessary infrastructure is constructed within Jones Road right of way. There will be utility main connections to the existing infrastructure.

The only offsite road improvements that are currently contemplated are access improvements consisting of left turn lanes at each of the two proposed connections to Jones Road. There is also a required right of way dedication to the County for Jones Road future widening.

The district will fund a framework Road in accordance with the Osceola County Comprehensive plan that runs north south through a portion of the district land, however, this improvement is eligible for mobility fee credits in accordance with the Osceola County mobility fee ordinance and credit policy.

For District funded improvements which generate mobility fee credits, the District shall receive the credits and then can sell or transfer such credits as allowed by law. In addition, all framework roads that are constructed above and beyond the needs of the Development would be eligible for mobility fee credits. This process is a negotiation with staff and will require the preparation of a mobility fee agreement to be approved by the Osceola County Board of County Commissioners.

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District.

All the foregoing improvements are required by applicable development approvals. Note that, except as stated herein, there are no impact fee or similar credits available from the construction of any such improvements.

The following table, Table 3.3, shows who will own and operate the various improvements of the CIP:

TABLE 3.3

<u>Facility Description</u>	<u>Ownership</u>	<u>O&M Entity</u>
Roadways	County	County
Stormwater Management	CDD	CDD
Utilities (Water, Sewer, Reclaim)	COSC	COSC
Hardscape/Landscape/Irrigation	CDD	CDD
Street Lighting*	OUC	OUC
Undergrounding of Conduit	OUC	OUC
Recreational Amenities	CDD	CDD
Environmental Conservation/Mitigation	CDD	CDD
Off-Site Improvements	County/COSC	County/COSC

* The district will enter into a O&M Agreement with OUC for the continual maintenance of the streetlights.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have been obtained by the developer or their professional prior to commencing construction, and include the following:

- SFWMD ERP (General, Individual and Master Conceptual)
- SFWMD ERP Modifications as necessary
- SFWMD Consumptive Use
- USACOE SAJ 90
- USACOE
- USFWS
- Osceola County Site Development Plan (SDP)
- FDEP NPDES
- COSC Utility Construction Permits.
- FDEP Potable Water
- FDEP Wastewater

5. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 5.1 shown below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in Table 5.1 are reasonable and consistent with market pricing for the CIP.

TABLE 5.1

<u>Facility Description</u>	<u>CIP Costs</u>
Roadways and Alleys	\$8,633,582
Stormwater Management	\$3,790,000
Utilities (Water, Sewer, Reclaim)	\$3,313,650
Hardscape/Landscape/Irrigation/Trails	\$947,020
Undergrounding of Conduit	\$1,150,000
Amenity Feature (Pool and Clubhouse Tract)	\$1,465,000
<u>Environmental Conservation/Mitigation</u>	<u>\$110,000</u>
Sutotal	\$19,409,252
Professional Services and Contingency	\$3,510,823
TOTAL	\$22,920,075

* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

The cost estimates provided are reasonable to complete the required improvements and it is our professional opinion that the infrastructure improvements comprising the CIP will serve as a system of improvements that benefit and add value to all lands within the District. The cost estimates are based on prices currently being experienced in Osceola County Florida and FDOT Basis of Estimates Cost Area 7. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that the improvement plan is feasible, that there are no technical reasons existing at this time that would prevent the implementation of the CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

In sum, it is our opinion that: (1) the estimated cost to the public infrastructure set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure; (2) that the CIP is feasible; and (3) that the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned 603 residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Shawn Hindle, P.E.
FL License No. 48165

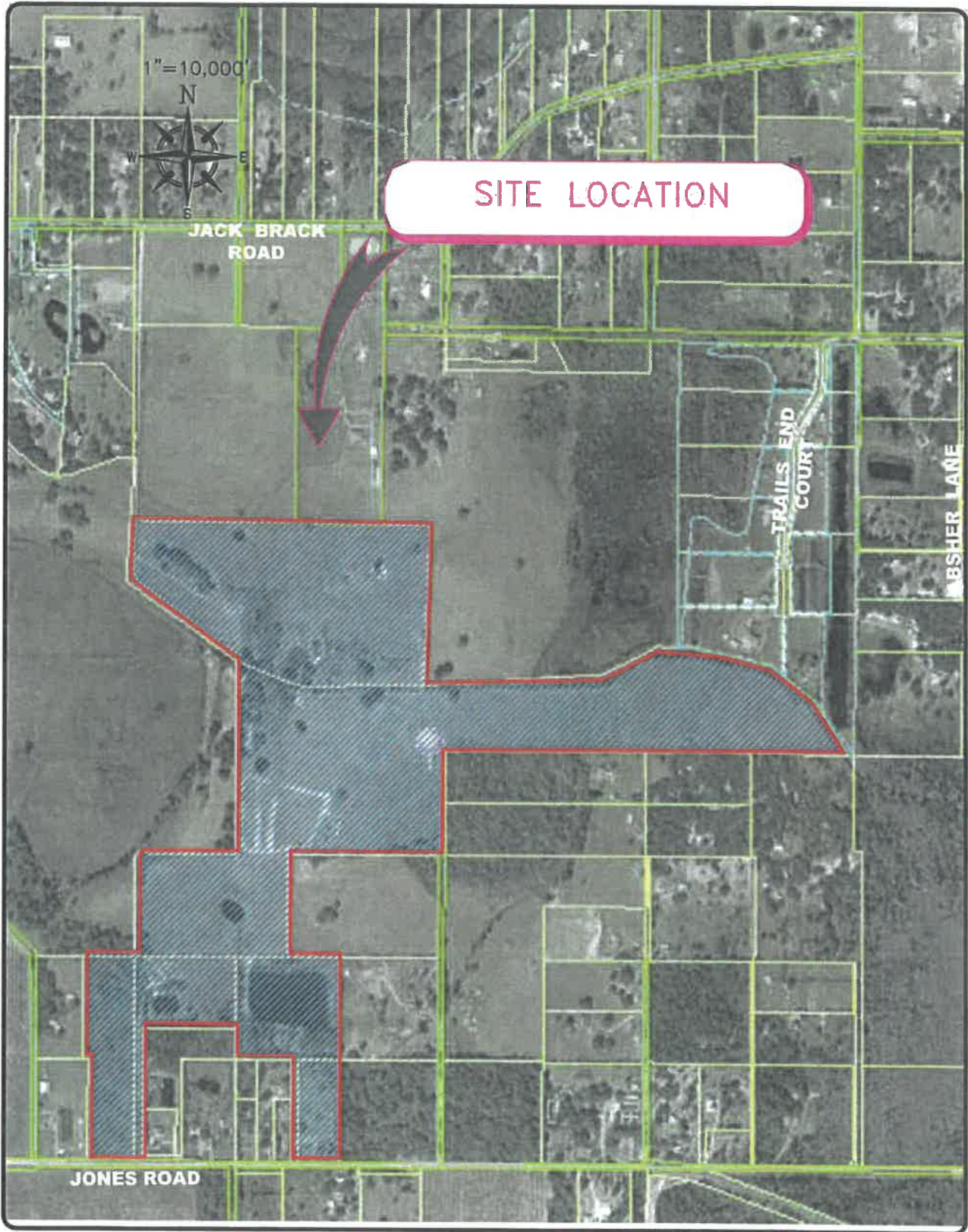
Date: August 26, 2021



APPENDIX

**Appendix
Table of Contents**

Exhibit 2.1	Location Map
Exhibit 2.2	District Boundaries
Exhibit 2.3	Existing Utilities
Exhibit 2.4	Existing Drainage Map
Exhibit 3.1	Proposed Site Plan
Exhibit 3.2	Proposed Framework Streets




 8 BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481
 PHONE: (407) 847-8433 FAX: (407) 847-2498
 ENG. CERT. OF AUTHOR. No. 3285/SUR. CERT. OF AUTHOR. No. 3270
 ENGINEERING, SURVEYING AND PLANNING

HWA

HANSON, WALTER & ASSOCIATES, INC.

CDD EXHIBIT
PRESTON COVE
LAND USE PLAN

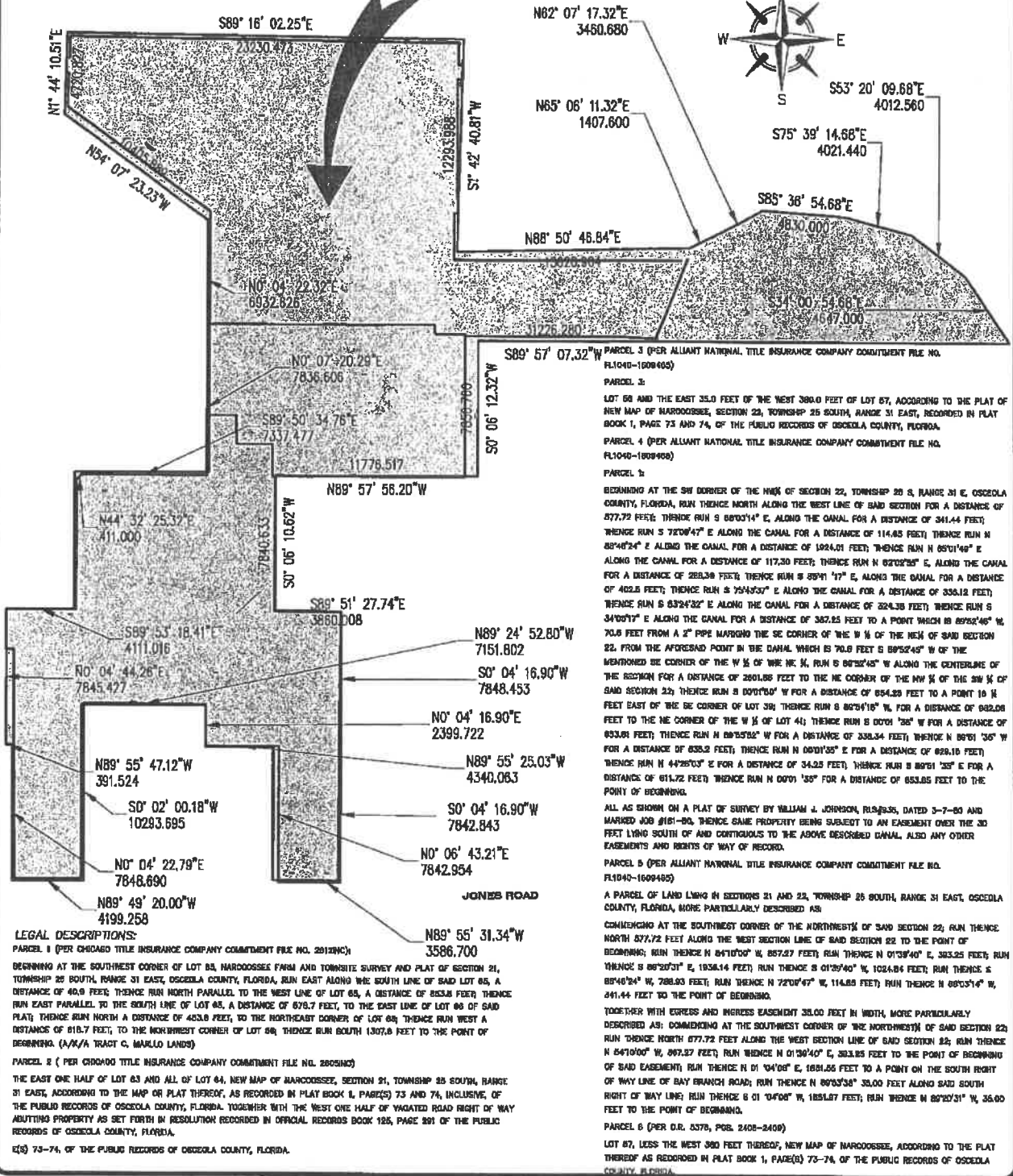
PROJECT:

DATE 12/2/20

SHEET 1 OF 4

PROJECT SITE

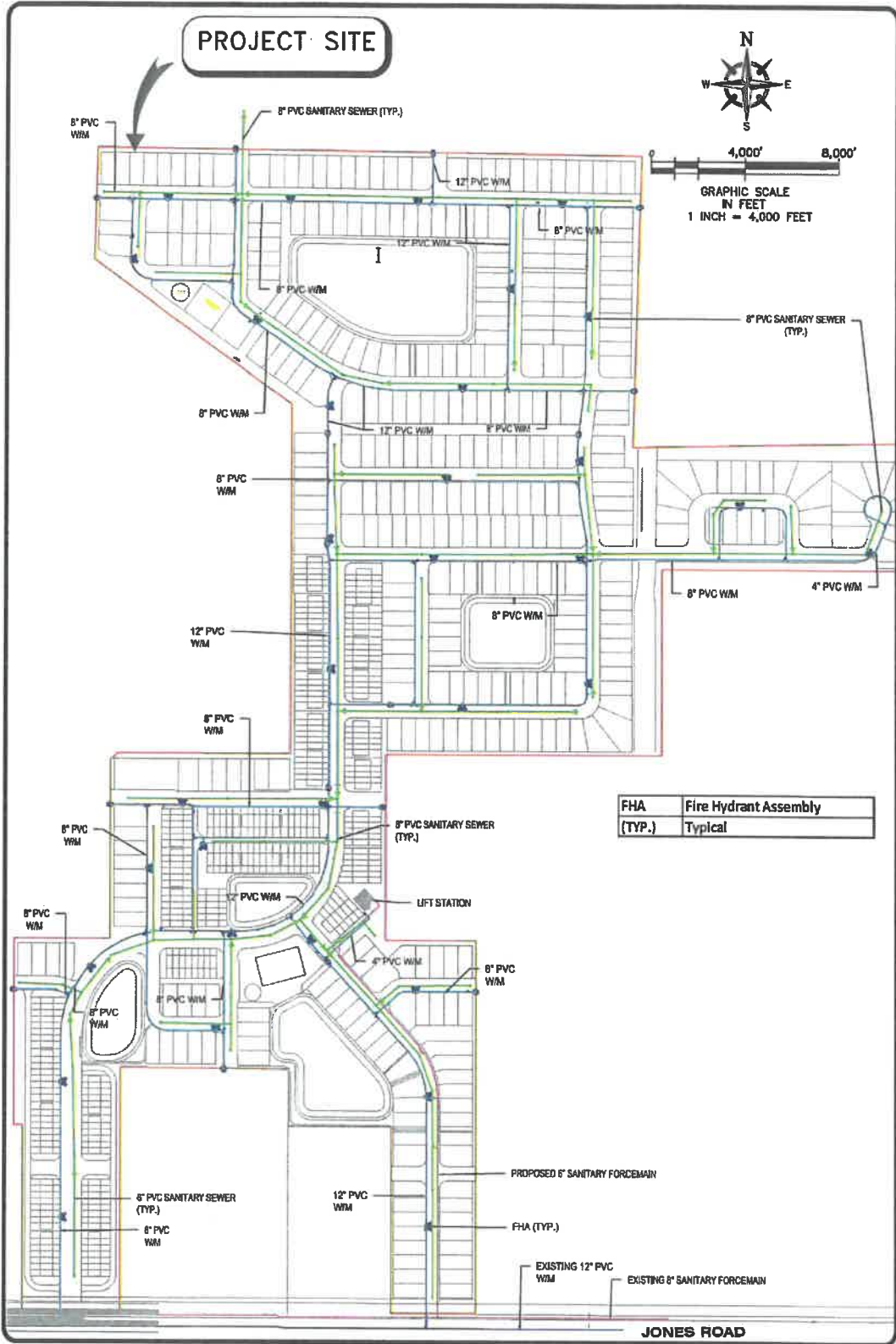
1"=8000'



HANSON, WALTER & ASSOCIATES, INC.
 B BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481
 PHONE: (407) 847-9433 FAX: (407) 847-2499
 ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
 ENGINEERING, SURVEYING AND PLANNING

CDD EXHIBIT
PRESTON COVE
METES AND BOUND

PROJECT: _____
 DATE 12/2/20 SHEET 2 OF 4



<p> HANSON, WALTER & ASSOCIATES, INC. 8 BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481 PHONE: (407) 847-9433 FAX: (407) 847-2499 ENG. CERT. OF AUTHOR. No. 3285/SUR. CERT. OF AUTHOR. No. 3270 ENGINEERING, SURVEYING AND PLANNING </p>	<p>CDD EXHIBIT</p> <p>PRESTON COVE</p> <p>SANITARY AND WATER</p> <hr/> <p> PROJECT: SANITARY AND WATER DATE 12/2/20 SHEET 4 </p>
--	--



WIREGRASS
(ERP 49-101394-F /
APPL. 1901-10-1103)

EXISTING DITCH

EXISTING DITCH

EXISTING DITCH

EXISTING DITCH

EXISTING PONDS

EXISTING WETLAND

EXISTING DITCH

EXISTING DITCH

PROPERTY LINE

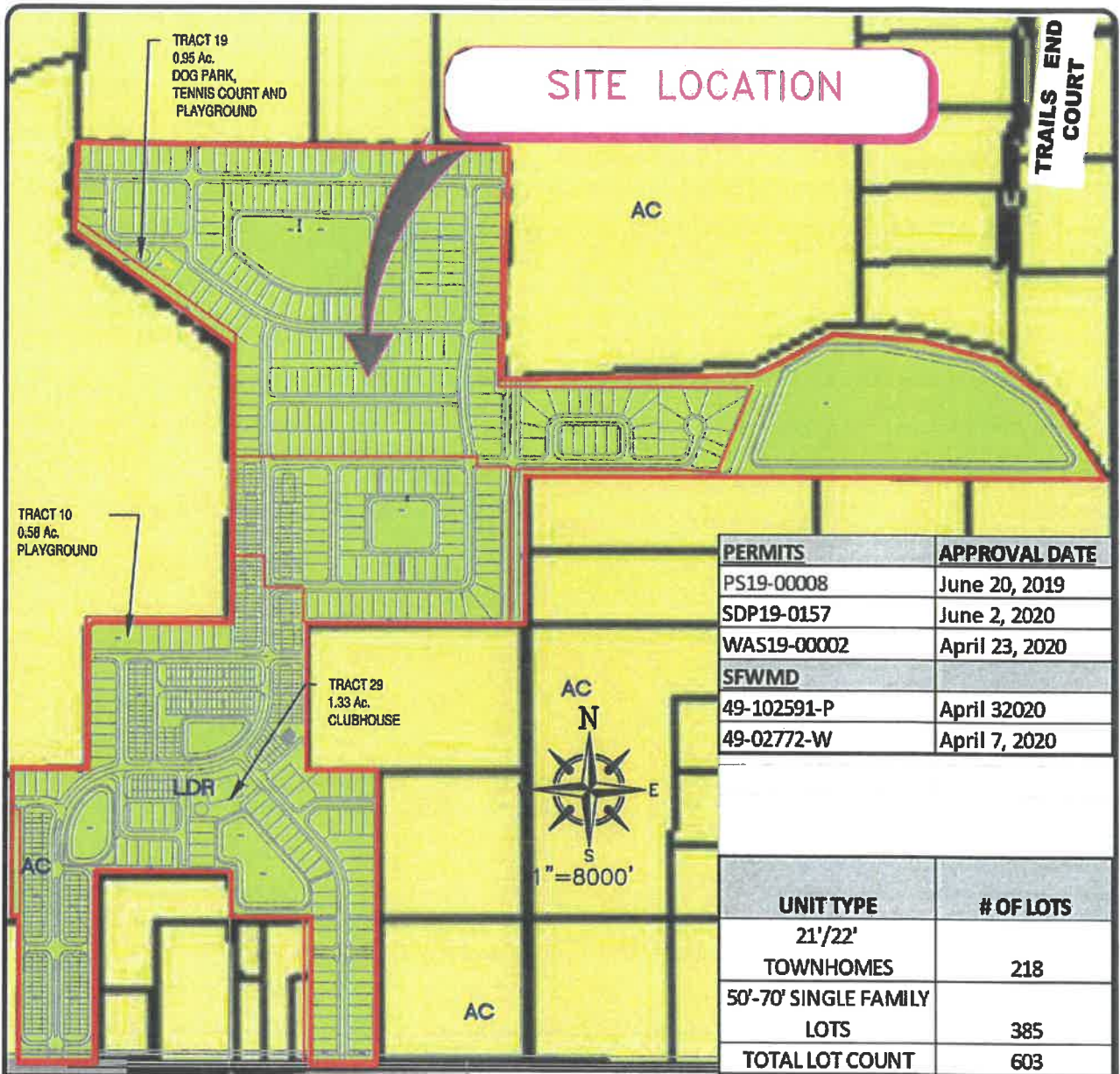
SHEET NO
— of —
— 5271-01

PRE-DEVELOPMENT
BASIN MAP

SUNBRIDGE CREEK

HWA
Hanson, Walter & Associates, Inc.
A BRANCH, FORTSMITH, ARIZONA
LICENSED PROFESSIONAL ENGINEER
NO. 1077-001-000 (2007) STATE OF ARIZONA
CIVIL ENGINEERING, SURVEYING AND PLANNING

DATE	11-10-10	BY	JK
SCALE	AS SHOWN	DATE	11-10-10
PROJECT	SUNBRIDGE CREEK	DATE	11-10-10
NO.	5271-01	DATE	11-10-10



PERMITS	APPROVAL DATE
PS19-00008	June 20, 2019
SDP19-0157	June 2, 2020
WAS19-00002	April 23, 2020
SFWMD	
49-102591-P	April 30, 2020
49-02772-W	April 7, 2020

UNIT TYPE	# OF LOTS
21'/22' TOWNHOMES	218
50'-70' SINGLE FAMILY LOTS	385
TOTAL LOT COUNT	603

JONES ROAD

ORDINANCE # 2019-21 APPROVED ZMA19-0005
 ±149Ac. FROM AGRICULTURAL DEVELOPMENT and CONSERVATION (AC)
 2Ac. RURAL DEVELOPMENT (R-2), and 2Ac. MANUFACTURED HOMES(R-2M) CHANGED TO LOW DENSITY RESIDENTIAL (LDR)

ABBREVIATIONS	
PS	PRELIMINARY SITE PLAN
SDP	SITE DEVELOPMENT PLAN
WAS	WATER AND SEWER

- AGRICULTURAL DEVELOPMENT and CONSERVATION (AC)
- LOW DENSITY RESIDENTIAL (LDR)



8 BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481
 PHONE: (407) 847-9433 FAX: (407) 847-2499
 ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
 ENGINEERING, SURVEYING AND PLANNING



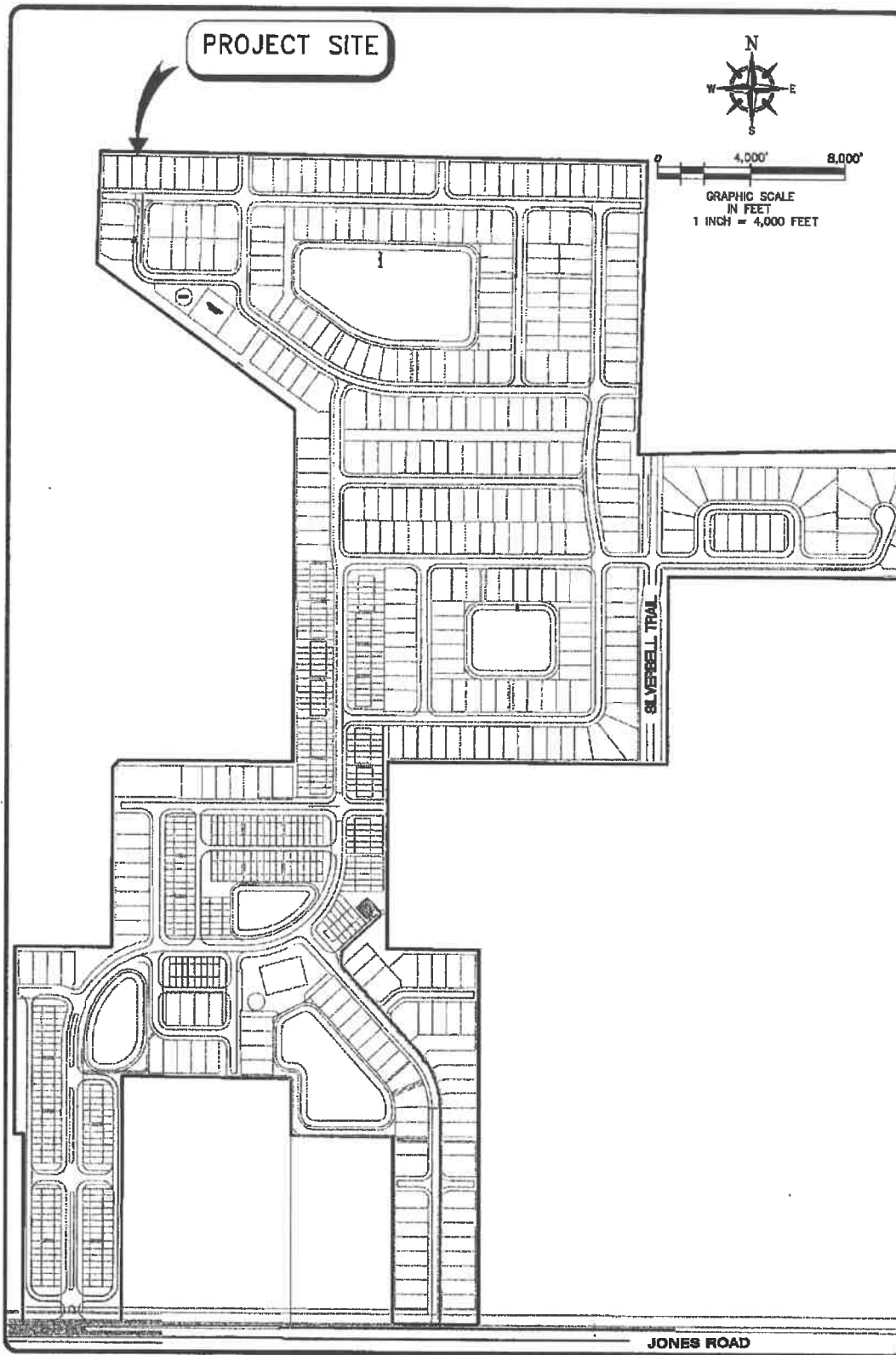
HANSON, WALTER & ASSOCIATES, INC.

PROJECT:


**CDD EXHIBIT
 PRESTON COVE
 LAND USE**

DATE 12/2/20

SHEET 4 OF 4



I:\3271-01\ENGINEERING\CADD\PLANS\EXHIBITS\SUNBRIDGE\EXHIBITS\CDD\S PRESTON COVE CDD EXHIBITS.dwg * Jun 23, 2021 11:02am * plotted by sbowling


 8 BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481
 PHONE: (407) 847-9433 FAX: (407) 847-2499
 ENG. CERT. OF AUTHOR. No. 3266/SUR. CERT. OF AUTHOR. No. 3270
ENGINEERING, SURVEYING AND PLANNING



HANSON, WALTER & ASSOCIATES, INC.

CDD EXHIBIT
PRESTON COVE
FRAMEWORK ROADS

PROJECT: **PRESTON COVE**
 DATE 12/2/20 SHEET 1 OF 1

EXHIBIT “B”

ASSESSMENT METHODOLOGY

[ATTACHED BELOW]

SECTION VII

SECTION B

SECTION 1



LETTER OF AGREEMENT

February 17, 2022

Governmental Management Services

Monica Virgen

219 E. Livingston Street

Orlando, FL 32801

mvirgen@gmscfl.com

**Re: Preston Cove CDD / State of Florida Stormwater Needs Analysis Report
HWA Job No. 5271-05-01**

Hanson, Walter & Associates, Inc. is pleased to provide you with this proposal for professional services in connection with your proposed project as follows:

Civil Engineering Services:

1. Prepare a 20 year Stormwater Needs Analysis Report meeting the requirements of the State of Florida Office of Economic and Demographic Research (EDR) for submittal to Osceola County, FL to include coordination with the CDD Manager and report revisions as requested
..... **T & M Budget \$ 15,000.00**

Total Civil Engineering Services..... \$ 15,000.00

Exclusions

This fee does not include:

- planning & zoning services
- civil engineering design and permitting services
- land surveying services
- subdivision platting services
- architectural services
- structural engineering services
- transportation engineering analysis
- environmental analysis
- landscape / irrigation design services
- site lighting plan
- soils work, soils testing
- hydrogeology
- construction layout
- construction management
- courier fees, delivery fees
- application fees
- bidding/award of contract to contractor services

Scope of Services

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask the Client recognize that as the project progresses, the scope of services as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Work Not Specified" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Work Not Specified

Work not specified in the above proposal items will not be performed without your prior knowledge and approval. When merited, we will provide you with a lump sum fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates shown under "Schedule of Fees for Professional Services".

Hourly Charges

Hourly work will be billed at our current prevailing hourly rates, but are subject to change, due to increasing labor and material costs. Hourly work performed outside of the normal business hours will be billed at 1½ times the direct labor cost and overhead.

Lump Sum Fees

The above stated Lump Sum Fee(s) are fixed for a period of thirty (30) days from the date of this proposal. If the work has not been initiated on any lump sum item within the period, Consultant reserves the right to terminate this Agreement as it relates to said item.

Reproduction and Outside Service Fees

The above service fees include the cost of printing and/or reproduction necessary for permitting submittals and approvals plus five (5) additional sets of drawings and documents for the Owner. Additional copies of documents and/or drawings will be invoiced to you as direct charges as per "Schedule of Fees for Professional Services."

Ownership of Documents

Hanson, Walter & Associates, Inc. will retain ownership of the original documents pertaining to this project and will not release copies of same without authorization from you or your agent.

Invoicing and Payment

All work will be invoiced approximately the 10th day of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. If payment is not received within thirty (30) days of the invoice date, a late charge will be added to the invoice in an amount not to exceed 1-1/2% per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, the Consultant may terminate this Agreement or suspend work under the Agreement until payments have been made in full. Client agrees to pay all costs of collection, including reasonable attorney fees, should such action be required.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party without prior written consent of this firm.

Design Professionals Contractual Limitation on Liability

All limitation of liability rights and privileges afforded to design professionals per Section 558.0035, Florida Statutes are reserved thereby granting immunity to design professionals from tort liability within the course and scope of the performance of a professional services contract. This Contract is between Hanson, Walter & Associates, Inc. and the undersigned Client and does not name an individual employee or agent as a party to the Contract. **PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE**

Acceptance

This proposal and fee schedules are based on the acceptance within thirty (30) days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein. Please sign the Agreement and return to our office. Receipt of the executed Agreement will serve as our Notice to Proceed.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Website: www.hansonwalter.com

Termination

Either party may terminate this contract with cause upon providing thirty (30) days written notice to the other party. In the event of termination, Hanson, Walter & Associates, Inc. will be reimbursed for all fees and expenses incurred to date by Hanson, Walter & Associates, Inc. and/or our Consultants.

Acceptance of Proposal

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

This Proposal Accepted By



MARK VINCIGUONIS FOR

Shawn D. Hindle, P.E.

Client Signature

Print Name

2-17-22

Date

Date

/ac

w/attachment



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
Website: www.hansonwalter.com

SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

<u>CONSULTING SERVICES</u>	<u>\$/HR.</u>
A. Senior Principal	\$ 200.00
B. Principal	150.00
C. Project Manager	125.00
D. Engineer	85.00
E. Land Planner	75.00
F. Senior Engineering Technician (CAD)	70.00
G. Senior Design Technician (CAD)	65.00
H. Design Technician (CAD)	60.00
I. Project Coordinator/Scheduler	60.00
J. Surveying Services	
1. Survey Field Crew	125.00
2. GPS Survey Crew	135.00
3. Principal Land Surveyor	105.00
4. Associate Land Surveyor	95.00
5. Senior Technician (CAD)	75.00
6. Computer Technician (CAD)	70.00
K. Secretarial Services	37.00
L. Miscellaneous Expenses	
a. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
b. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
c. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
d. Xerox Copies, ea. mass reproduction	.25
e. Xerox Copies of Original Survey 8½" x 14"	5.00
Plus each additional	1.00
f. Travel, per mile, portal to portal	.40
g. Printing, Graphics, Postage, etc.	Cost + 20%
h. Long Distance Telephone Charges	Cost + 20%
i. Out of Town Expenses (Overnight)	Cost + 30%
j. Sub-Consultant Services, Laboratory, Testing, etc.	Cost + 15%
k. Permit and Application Fee Advances	Cost + 10%
l. Overnight Deliveries	Cost + 20%
m. Courier Services	Cost + 20%

- For sworn testimony at depositions and hearings, etc., the above rates will be doubled.
- For services in court, the above rates will be doubled with a minimum of an eight hour day charged for each day of appearance.
- Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Website: www.hansonwalter.com

Client/Owner Profile

Contact Information

Date:

Client Name:	Property Owner:
Address:	Address:
Phone:	Phone:
Additional Phone:	Additional Phone:
Fax:	Fax:
E-Mail:	E-Mail:

Billing Contact:
Billing Address:
Phone:
Fax:
E-Mail:

Job Contact:
Phone:
Mobile Phone:
E-Mail:

-----HWA Administrative Use Only-----

Job #
Project Name
Project Manager
Engineer

Distribution: 1) Accounting, 2) Project Coordinator, 3) Administrative Team

Revision 1/1/04



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Website: www.hansonwalter.com

Letter of Authorization

Date _____

RE:

To Whom It May Concern:

This letter does hereby authorize _____ and Hanson, Walter & Associates, Inc. to act as representative for _____ and _____

(Client)

(Owner)

with the respective reviewing/permitting agencies in an effort to receive all approvals necessary for the required permitting for the above referenced project located in Osceola County, Florida.

By execution of this document, the Owner does hereby allow Hanson, Walter & Associates, Inc. access to the site in order to fulfill the requirements of the contract.

If you have any questions, please contact me at _____.

Sincerely,

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,

20____, by _____, who is personally known to me, or who
(name of person making statement)

produced _____ as identification.

SEAL:

Notary Public Signature: _____



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Website: www.hansonwalter.com

SECTION C

SECTION 1

Preston Cove
Community Development District

Unaudited Financial Reporting
January 31, 2022

GMS

Table of Contents

1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
3	<hr/>	<u>Capital Projects Fund</u>
4	<hr/>	<u>Month to Month</u>

Preston Cove
Community Development District
Combined Balance Sheet
January 31, 2022

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
Operating Account	\$ 11,262	\$ -	\$ 11,262
Due from Developer	\$ 6,884	\$ -	\$ 6,884
Total Assets	\$ 18,146	\$ -	\$ 18,146
Liabilities:			
Accounts Payable	\$ 7,049	\$ -	\$ 7,049
Developer Advance	\$ -	\$ 183,489	\$ 183,489
Total Liabilities	\$ 7,049	\$ 183,489	\$ 190,538
Fund Balance:			
Restricted For:			
Capital Projects	\$ -	\$ (183,489)	\$ (183,489)
Unassigned	\$ 11,097	\$ -	\$ 11,097
Total Fund Balances	\$ 11,097	\$ (183,489)	\$ (172,392)
Total Liabilities & Fund Balance	\$ 18,146	\$ -	\$ 18,146

Preston Cove
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2022

	Adopted Budget	Prorated Budget Thru 01/31/22	Actual Thru 01/31/22	Variance
Revenues:				
Developer Contributions	\$ 131,810	\$ 13,012	\$ 13,012	\$ -
Total Revenues	\$ 131,810	\$ 13,012	\$ 13,012	\$ -
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ -	\$ 4,000
Engineering	\$ 15,000	\$ 5,000	\$ 2,100	\$ 2,900
Attorney	\$ 25,000	\$ 8,333	\$ 1,109	\$ 7,224
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,600	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 11,667	\$ 5,833	\$ 5,833
Information Technology	\$ 1,800	\$ 600	\$ 250	\$ 350
Website Maintenance	\$ 1,200	\$ 1,200	\$ 2,000	\$ (800)
Telephone	\$ 300	\$ 100	\$ -	\$ 100
Postage & Delivery	\$ 1,000	\$ 333	\$ 46	\$ 288
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 333	\$ 427	\$ (93)
Legal Advertising	\$ 10,000	\$ 3,333	\$ 648	\$ 2,685
Other Current Charges	\$ 5,000	\$ 1,667	\$ 132	\$ 1,534
Office Supplies	\$ 625	\$ 208	\$ 104	\$ 105
Travel Per Diem	\$ 660	\$ 220	\$ -	\$ 220
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 131,810	\$ 42,170	\$ 17,824	\$ 24,346
Total Expenditures	\$ 131,810	\$ 42,170	\$ 17,824	\$ 24,346
Excess Revenues (Expenditures)	\$ -		\$ (4,812)	
Fund Balance - Beginning	\$ -		\$ 15,909	
Fund Balance - Ending	\$ -		\$ 11,097	

Preston Cove
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2022

	Adopted Budget	Prorated Budget Thru 01/31/22	Actual Thru 01/31/22	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 183,489	\$ (183,489)
Total Expenditures	\$ -	\$ -	\$ 183,489	\$ (183,489)
Excess Revenues (Expenditures)	\$ -	\$ -	\$ (183,489)	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ (183,489)	

Preston Cove
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 1,905	\$ -	\$ 4,223	\$ 6,884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,012
Total Revenues	\$ 1,905	\$ -	\$ 4,223	\$ 6,884	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,012
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ 1,200	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100
Attorney	\$ -	\$ -	\$ 165	\$ 944	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,109
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 1,458	\$ 1,458	\$ 1,458	\$ 1,458	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,833
Information Technology	\$ 63	\$ 63	\$ 63	\$ 63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Website Maintenance	\$ 63	\$ 63	\$ 1,813	\$ 63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 11	\$ -	\$ 10	\$ 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Printing & Binding	\$ 220	\$ 89	\$ -	\$ 118	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 427
Legal Advertising	\$ 648	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648
Other Current Charges	\$ -	\$ 132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132
Office Supplies	\$ 30	\$ 58	\$ 0	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 7,668	\$ 3,063	\$ 3,509	\$ 3,584	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,824
Total Expenditures	\$ 7,668	\$ 3,063	\$ 3,509	\$ 3,584	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,824
Excess Revenues (Expenditures)	\$ (5,763)	\$ (3,063)	\$ 714	\$ 3,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,812)

SECTION 2

Preston Cove

Community Development District

Funding Request #5

February 10, 2022

PAYEE	GENERAL FUND
1 Latham, Luna, Eden & Beaudine LLP Invoice # 00295 - Legal Services for Dec 2021	\$ 165.02
2 GMS - Central Florida LLC Invoice # 6 - Management Fees for February 2022	\$ 1,596.40
Total \$	1,761.42

Please make check payable to:

Preston Cove CDD
6200 Lee Vista Blvd Suite 300
Orlando FL 32822



201 S. ORANGE AVE, STE 1400
 POST OFFICE BOX 3353
 ORLANDO, FLORIDA 32801

January 27, 2022

Invoice #: 00295
 Federal ID #: 59-3366512

PRESTON COVE CDD
 c/o GMS, LLC 219 East Livingston Street
 Orlando, FL 32801

Matter ID: 7772-001

For Professional Services Rendered:

12/16/2021	JAC	Emails regarding form of P&P Bond and requirements.	0.20	\$79.00
12/17/2021	KET	Preparation of task list.	0.20	\$57.00
Total Professional Services:			0.40	\$136.00

For Disbursements Incurred:

12/30/2021	Check # 1815 KRISTEN E TRUCCO; Disbursement for Travel to BOCC meeting for Preston Cove (Hanson, Walter & Assoc) on December 16, 2021			\$29.02
Total Disbursements Incurred:				\$29.02

Total	\$165.02
Previous Balance	\$6,500.33

Payments & Credits

<u>Date</u>	<u>Type</u>	<u>Notes</u>	<u>Amount</u>
12/3/2021	Payment	#000008 - Inv 99222+99682	-\$5,556.41
1/13/2022	Payment	#000014 - Inv 99979	-\$943.92
Payments & Credits			-\$6,500.33
Total Due			\$165.02

GMS-Central Florida, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

1-6

Invoice #: 6
Invoice Date: 2/1/22
Due Date: 2/1/22
Case:
P.O. Number:

Bill To:
 Preston Cove CDD
 219 E. Livingston St.
 Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - February 2022	310 513 34	1,458.33	1,458.33
Website Administration - February 2022	352	62.50	62.50
Information Technology - February 2022	351	62.50	62.50
Office Supplies	310 513 51	0.15	0.15
Postage	42	12.92	12.92

RECEIVED

FEB 1 2022

Total	\$1,596.40
Payments/Credits	\$0.00
Balance Due	\$1,596.40

SECTION 3

**Preston Cove
Community Development District**

**Construction
Funding Request #1**

October 22, 2021

PAYEE	GENERAL FUND
1 Mack Industries Inv# MCI000122819 for PO#1002	\$3,180.00
TOTAL	\$3,180.00

Hanson, Walter & Associates, Inc.

Authorized Agent: _____



Date: 10-26-2021

Please make check payable to:

Preston Cove Community Development District

6200 Lee Vista Blvd, Suite 300

Orlando, FL 32822



Invoice

Remit To: Mack Industries, Inc. PO Box 936468 Atlanta, GA 31193-6468	Deliver To: 1 MARCO BISI PRESTON COVE TURNPIKE SOUTH TO SR 192 EAST GO NORTH ON NARCOOSSEE RD IN 3.75 MILES GO RIGHT ON JONES ROAD JOB WILL BE ON THE LEFT IN	Invoice No.: MCI000122819 Invoice Date: 8/26/2021 Due Date: 9/25/2021 Order No: DF00024377 Salesperson: Gregory Knotts Cust PO: PRESTON COVE Payment Terms: NET 30 DAYS Currency: USD
Invoice To: C024529 PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT C/O ELEVATION DEVELOPMENT, LLC 121 SOUTH ORANGE AVE SUITE 1250 ORLANDO FL 32801		

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
18307	102	F13245R	TS,64x112",48"OS,TNG	S356	1.000	0.00000	0.00
18307	102	F14348	MH,4'dia,Cone,5"w,48"	S356	1.000	0.00000	0.00
18654	103	F13719J	(JMH)8x8',Base,8"w,85",F.T	S392	1.000	3,180.00000	3,180.00
18307	103	F13745R	TS,112x112",48"OS,TNG	S392	1.000	0.00000	0.00
18307	103	F14324	MH,4'dia,Cone,5"w,24"	S392	1.000	0.00000	0.00

Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
please email: billing@mackconcrete.com or call locally 352-742-2333
"Serving the Construction Industry since 1932"

Wire To: WELLS FARGO - A/R
Bank Transit Number:
Account Number: 4124597048

Sales Amount	3,180.00
Misc Charges	0.00
Freight	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	3,180.00

Preston Cove Community Development District

c/o Governmental Management Services
Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801
407-841-5524

Purchase Order

VENDOR

Mack Concrete Industries, Inc.
Greg Knotts
P.O. Box 157
Astatula, FL 34705
Phone: 352-406-0870
Email: gknotts@mackconcrete.com

SHIP TO

Preston Cove Community
Development District
5655 Jones Rd.
Saint Cloud, FL 34771

P.O. NO. 1002

DATE 08/25/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
PRECAST	Quote @ QF57352 - Dated on 07/21/2021	1	869,910.00	869,910.00

Preston Cove Community Development District is a tax-exempt entity. **TOTAL** \$869,910.00
Purchase Order is issued for the amount of \$869,910 and the total won't include sales taxes.

The details of the materials are described on Quote # QF57352 which was dated 08/26/21 and attached to this P.O.

Certificate of Exemption Number: 85-80184953250C-5

Exhibit A: Proposal
Exhibit B: Terms and Conditions

Preston Cove Community Development District

Owner

By: 

Name: SHARON HINKLE

Title: CDD ENGINEER

Date Executed: 10-6-2021

Seller:

By: 

Name: Greg Knotts

Title: AGENT

Date Executed: 10-11-21

Preston Cove Community Development District

EXHIBIT A
Proposal

MACK CONCRETE INDUSTRIES, INC.

P.O. Box 157, ASTATULA, FLORIDA 34705
PH: 352-742-2333 / FAX: 352-742-0799
WEB SITE: HTTP://WWW.MACKCONCRETE.COM

PAGE 1 OF 2

Precast Manholes
Wet Wells and Dry Wells
Box-Culverts

Precast Municipal Inlets
D.O.T. Precast Structures
Specialty Precast Items

Customer: **JON M HALL COMPANY**

Ref. Proj: **PRESTON COVE**

Location: **ST. CLOUD, OSCEOLA CO.**

Engineer: **HANSON WALTER**

Owner:

Date: **8/26/2021**

Quote #: **QF57352** REV. 6

Bid Date: **3/16/2020**

The Following Items Are Proposed To Be Furnished

Estimated Quantity	Item	Item	Unit Price	Totals
PHASE 1				
18	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	0/6'	\$3,464	\$62,352
9	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	6/8'	\$3,867	\$34,803
6	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	8/10'	\$4,025	\$24,150
6	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	10/12'	\$4,329	\$25,974
3	5' Ø SAN. MANHOLE, (8" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	12/14'	\$5,646	\$16,938
1	5' Ø SAN. MANHOLE, (8" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	14/16'	\$6,002	\$6,002
2	5' Ø SAN. MANHOLE, (8" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	16/18'	\$6,732	\$13,464
3	5' Ø SAN. MANHOLE, (8" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	18/20'	\$7,133	\$21,399
2	5' Ø SAN. MANHOLE, (8" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	20/22'	\$7,337	\$14,674
31	ROLLS 17" RISER WRAP		\$1,200	\$37,200
29	4' INVERTS		\$175	\$5,075
10	5' INVERTS		\$265	\$2,650
9	TYPE P MANHOLE, USF 170E R/C (28,31,41,67A,109,395,398,605,607)		\$997	\$8,973
19	TYPE J MANHOLE, USF 170E R/C (3,10,11,14,17,20,32,35,56A,58,73,82A,82B,117,200,201,202,203,602)		\$2,913	\$55,347
5	TYPE P-5 CURB INLET, USF 5160-6310 F/G (25,26,27,57A), 1 1 1		\$977	\$4,885
3	TYPE J-5 CURB INLET, USF 5160-6310 F/G (24,75,80)		\$3,213	\$9,639
8	TYPE 5 CURB INLET TOP		\$735	\$5,880
12	TYPE P-6 CURB INLET, USF 5160-6310 F/G (36,37,39,40,46,48,53A,55,66,67,69,74)		\$977	\$11,724
10	TYPE J-6 CURB INLET, USF 5160-6310 F/G (29,30,49,54,56,57,71,75,77,82)		\$3,307	\$33,070
22	TYPE 6 CURB INLET TOP		\$1,075	\$23,650
2	TYPE C INLET, USF 6210 GRATE, C&E (68,70)		\$793	\$1,586
1	TYPE E INLET, USF 6608 GRATE, C&E, SKIMMER (CS-B)		\$4,081	\$4,081
5	TYPE F INLET, USF 6631 GRATE, C&E (108,110,112,113,116)		\$1,808	\$9,040
1	TYPE F INLET W/ J BOTTOM, USF 6631 GRATE, C&E (118)		\$3,506	\$3,506
3	TYPE H INLET, USF 6305 GRATE, C&E, SKIMMER (CS-C, D, E)		\$6,372	\$19,116
24	TYPE V INLET, USF 6656 GRATE, C&E (1,2,4,5,6,7,8,9,13,15,16,18,21,34,38,42,43,44,45,47,50,52,600,801)		\$2,021	\$48,504
7	TYPE V INLET W/ J BOTTOM, USF 6656 GRATE, C&E (12,19,22,33,51,53,72)		\$3,956	\$27,692
2	2' x 2' YARD DRAIN, USF 6217 GRATE, C&E (114,609)		\$648	\$1,295
1	36" SINGLE HEADWALL (204)		\$1,731	\$1,731
			Total	\$534,401

The above prices are F.O.B. jobsite location. The materials are to be unloaded and installed by the purchaser. Should field problems arise to materials covered by this contract, the Purchaser agrees to notify the Seller prior to performing corrective work. Sales tax not included.

Prices are based on truck load shipments. Unanticipated supplemental shipments may result in additional freight and handling charges. Demurrage charges may be charged to the purchaser. Prices are firm for thirty (30) days.

Prices are contingent upon approval of our design and specifications.

Company: _____

Accepted By _____

Title: _____

Date: _____

Purchaser Job No.: _____

Project Taxable: Yes: _____ No: _____

Tax Exempt No: _____

Very Truly Yours,

GREG KNOTTS

gknotts@mackconcrete.com

Mack Concrete Industries Inc.

Cell #: 352-406-0870

Precast Manholes
Wet Wells and Dry Wells
Box Culverts

Precast Municipal Inlets
D.O.T. Precast Structures
Specialty Precast Items

Customer: **JON M HALL COMPANY**
Ref. Proj: **PRESTON COVE**
Location: **ST. CLOUD, OSCEOLA CO.**
Engineer: **HANON WALTER**
Owner:

Date: **8/26/2021**
Quote #: **QF57352** REV. 6
Bid Date: **3/16/2020**

The Following Items Are Proposed To Be Furnished				
Estimated Quantity	Item	Item	Unit Price	Totals
PHASE 2				
9	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-360IA COMPOSITE R/C	0/6'	\$3,501	\$31,509
4	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-360IA COMPOSITE R/C	6/8'	\$3,850	\$15,400
17	ROLLS 17" RISER WRAP		\$1,200	\$20,400
13	4' INVERTS		\$175	\$2,275
2	TYPE P MANHOLE, USF 170E R/C (23A, 81A)		\$854	\$1,708
3	TYPE J MANHOLE, USF 170E R/C (85, 404, 405)		\$3,720	\$11,160
4	TYPE P-5 CURB INLET, USF 5160-6310 F/G (62,63,78,81B)		\$977	\$3,908
1	TYPE J-5 CURB INLET, USF 5180-6310 F/G (61)		\$3,192	\$3,192
5	TYPE 6 CURB INLET TOP		\$735	\$3,675
8	TYPE P-6 CURB INLET, USF 5160-6310 F/G (23,69,76,81,83,86,603,604)		\$977	\$7,816
3	TYPE J-6 CURB INLET, USF 5160-6310 F/G (60,84,87)		\$3,307	\$9,921
11	TYPE 6 CURB INLET TOP		\$1,075	\$11,825
1	TYPE E INLET, USF 6300 GRATE, C&E (606)		\$1,227	\$1,227
4	2' x 2' YARD DRAIN, USF 6217 GRATE, C&E (612,613,614,615)		\$648	\$2,592
PHASE 3				
21	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-360IA COMPOSITE R/C	0/6'	\$3,501	\$73,521
1	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-360IA COMPOSITE R/C	6/8'	\$3,850	\$3,850
11	ROLLS 17" RISER WRAP		\$1,200	\$13,200
22	4' INVERTS		\$175	\$3,850
2	TYPE P MANHOLE, USF 170E R/C (107A, 408)		\$854	\$1,708
16	TYPE J MANHOLE, USF 170E R/C (92,95,98,103,354,356,391,392,402,403,406,407,408,410,411,502)		\$3,180	\$50,880
4	TYPE P-5 CURB INLET, USF 5160-6310 F/G (89A,99,107B,107C)		\$977	\$3,908
5	TYPE J-5 CURB INLET, USF 5160-6310 F/G (88,89100,106,107)		\$2,280	\$11,400
9	TYPE 5 CURB INLET TOP		\$735	\$6,615
6	TYPE P-6 CURB INLET, USF 5160-6310 F/G (84,85,90,93,98,105)		\$977	\$5,862
5	TYPE J-6 CURB INLET, USF 5160-6310 F/G (91,94,97,101,104)		\$2,244	\$11,220
11	TYPE 6 CURB INLET TOP		\$1,075	\$11,825
1	TYPE D INLET, USF 6607 GRATE, C&E, SKIMMER (CS-F)		\$4,607	\$4,607
1	TYPE V INLET, USF 6656 GRATE, C&E (102)		\$1,775	\$1,775
2	2' x 2' YARD DRAIN, USF 6217 GRATE, C&E (610,611)		\$648	\$1,296
2	24"x38" SINGLE HEADWALL (500,501)		\$1,692	\$3,384
	NOTE: JOINT SEALANT FOR STORM \$80.00 PER BOX	TOTAL PG. 1		\$534,401
			Total	\$869,910

The above prices are F.O.B. jobsite location. The materials are to be unloaded and installed by the purchaser. Should field problems arise to materials covered by this contract, the Purchaser agrees to notify the Seller prior to performing corrective work. Sales tax not included.

Prices are based on truck load shipments. Unanticipated supplemental shipments may result in additional freight and handling charges. Demurrage charges may be charged to the purchaser. Prices are firm for thirty (30) days.

Prices are contingent upon approval of our design and specifications.

Company: _____

Accepted By: _____

Title: _____

Date: _____

Purchaser Job No.: _____

Project Taxable: Yes: _____ No: _____

Tax Exempt No: _____

Very Truly Yours,

GREG KNOTTS

gknotts@mackconcrete.com

Mack Concrete Industries Inc.

Cell #: 352-406-0870

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted in the Owner's name before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.

8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefor. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.

19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to the terms herein, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

Attachment

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Preston Cove Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to a Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract dated _____ with _____ (Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: **You must initial each of the following requirements.**

- ___ 1. The attached Purchase Order is 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 Governmental Entity.
- ___ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ___ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ___ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

Preston Cove Community Development District
Purchaser's Name (Print or Type)
Federal Employer Identification Number: _____
Telephone Number: _____

Date

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**Preston Cove
Community Development District**

**Construction
Funding Request #2**

October 22, 2021

PAYEE	GENERAL FUND
1 Mack Industries Inc Inv# MCI000122759 for PO#1002	\$29,700.00
TOTAL	\$29,700.00

Hanson, Walter & Associates, Inc.

Authorized Agent:



Date:

10-26-2021

Please make check payable to:

Preston Cove Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 MARCO BISI
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000122759
Invoice Date: 8/24/2021
Due Date: 9/23/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD

Invoice To: C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O ELEVATION DEVELOPMENT, LLC
 121 SOUTH ORANGE AVE
 SUITE 1250
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
18185	101	F13219J	(JMH)4x8',Base,8"w,86",F.T	S354	1.000	3,180.00000	3,180.00
18185	101	F13245R	TS,64x112",48"OS,TNG	S354	1.000	0.00000	0.00
18185	102	F14348	MH,4'dia,Cone,5"w,48"	S354	1.000	0.00000	0.00
18185	102	F13219J	(JMH)4x8',Base,8"w,86",F.T	S356	1.000	3,180.00000	3,180.00
18253	102	F13719J	(JMH)8x8',Base,8"w,85",F.T	S391	1.000	3,180.00000	3,180.00
18253	102	F13745R	TS,112x112",48"OS,TNG	S391	1.000	0.00000	0.00
18253	103	F14318	MH,4'dia,Cone,5"w,18"	S391	1.000	0.00000	0.00
18308	104	F13219J	(JMH)4x8',Base,8"w,85",F.T	S402	1.000	3,180.00000	3,180.00
18308	104	F13245R	TS,64x112",48"OS,TNG	S402	1.000	0.00000	0.00
18308	104	F14348	MH,4'dia,Cone,5"w,48"	S402	1.000	0.00000	0.00
18308	105	F13219J	(JMH)4x8',Base,8"w,85",F.T	S403	1.000	3,180.00000	3,180.00
18253	105	F13245R	TS,64x112",48"OS,TNG	S403	1.000	0.00000	0.00
18253	105	F14348	MH,4'dia,Cone,5"w,48"	S403	1.000	0.00000	0.00
18284	105	F13719J	(JMH)8x8',Base,8"w,88",F.T	S404	1.000	3,720.00000	3,720.00
18284	105	F13740	TS,112x112",24"OS	S404	1.000	0.00000	0.00
18201	106	F13719J	(JMH)8x8',Base,8"w,86",F.T	S405	1.000	3,720.00000	3,720.00
18201	106	F13740	TS,112x112",24"OS	S405	1.000	0.00000	0.00
18283	108	F13621J	(JMH)6x8',Base,8"w,92",F.T	S410	1.000	3,180.00000	3,180.00
18264	108	F13621J	(JMH)6x8',Base,8"w,92",F.T	S411	1.000	3,180.00000	3,180.00
18264	108	F13645R	TS,88x112",Reducing	S411	1.000	0.00000	0.00
18264	108	F14324	MH,4'dia,Cone,5"w,24"	S411	1.000	0.00000	0.00



Invoice

Remit To:
Mack Industries, Inc.
PO Box 936468
Atlanta, GA 31193-6468

Deliver To: 1
MARCO BISI
PRESTON COVE
TURNPIKE SOUTH TO SR 192 EAST GO
NORTH ON
NARCOOSSEE RD IN 3.75 MILES GO RIGHT
ON
JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000122759
Invoice Date: 8/24/2021
Due Date: 9/23/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD

Invoice To:C024529 PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT
C/O ELEVATION DEVELOPMENT, LLC
121 SOUTH ORANGE AVE
SUITE 1250
ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN Item	Description	Structure	Quantity	Unit Price	Net Price
-----	---------	-------------	-----------	----------	------------	-----------

Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
please email: billing@mackconcrete.com or call locally 352-742-2333
"Serving the Construction Industry since 1932"

Wire To: WELLS FARGO - A/R
Bank Transit Number:
Account Number: 4124597048

Sales Amount	29,700.00
Misc Charges	0.00
Freight	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	29,700.00

Preston Cove Community Development District

c/o Governmental Management Services
Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801
407-841-5524

Purchase Order

VENDOR

Mack Concrete Industries, Inc.
Greg Knotts
P.O. Box 157
Astatula, FL 34705
Phone: 352-406-0870
Email: gknotts@mackconcrete.com

SHIP TO

Preston Cove Community
Development District
5855 Jones Rd.
Saint Cloud, FL 34771

P.O. NO. 1002

DATE 08/25/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
PRECAST	Quote @ QF57352 - Dated on 07/21/2021	1	869,910.00	869,910.00

Preston Cove Community Development District is a tax-exempt entity. **TOTAL** \$869,910.00
Purchase Order is issued for the amount of \$869,910 and the total won't include sales taxes.

The details of the materials are described on Quote # QF57352 which was dated 08/26/21 and attached to this P.O.

Certificate of Exemption Number: 85-80184953250G-5

Exhibit A: Proposal
Exhibit B: Terms and Conditions

Preston Cove Community Development District

Owner

By: 

Name: SHARON HINKLE

Title: CDD ENGINEER

Date Executed: 10-6-2021

Seller:

By: 

Name: Greg Knotts

Title: agent

Date Executed: 10-11-21

Preston Cove Community Development District

EXHIBIT A
Proposal

MACK CONCRETE INDUSTRIES, INC.

PAGE 1 OF 2

P.O. Box 157, ASTATULA, FLORIDA 34705
PH: 352-742-2333 / FAX: 352-742-0799
WEB SITE: HTTP://WWW.MACKCONCRETE.COM

Precast Manholes
Wet Wells and Dry Wells
Box Culverts

Precast Municipal Inlets
D.O.T. Precast Structures
Specialty Precast Items

Customer: **JON M HALL COMPANY**
Ref. Proj: **PRESTON COVE**
Location: ST. CLOUD, OSCEOLA CO.
Engineer: HANSON WALTER
Owner:

Date: **8/26/2021**
Quote #: **QF57352** REV. 6
Bid Date: **3/16/2020**

The Following Items Are Proposed To Be Furnished

Estimated Quantity	Item	Item	Unit Price	Totals
PHASE 1				
18	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-38DIA COMPOSITE R/C	0/6'	\$3,464	\$62,352
9	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	6/8'	\$3,867	\$34,803
6	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	8/10'	\$4,025	\$24,150
6	4' Ø SAN. MANHOLE, (5" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	10/12'	\$4,329	\$25,974
3	5' Ø SAN. MANHOLE, (6" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	12/14'	\$5,646	\$16,938
1	5' Ø SAN. MANHOLE, (6" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	14/16'	\$6,002	\$6,002
2	5' Ø SAN. MANHOLE, (6" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	16/18'	\$6,732	\$13,464
3	5' Ø SAN. MANHOLE, (6" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	18/20'	\$7,133	\$21,399
2	5' Ø SAN. MANHOLE, (6" WALL), 300M I/O, SEALANT, BOOTS, EJIW 3800-36DIA COMPOSITE R/C	20/22'	\$7,337	\$14,674
31	ROLLS 17" RISER WRAP		\$1,200	\$37,200
29	4' INVERTS		\$175	\$5,075
10	5' INVERTS		\$265	\$2,650
9	TYPE P MANHOLE, USF 170E R/C (28,31,41,67A,109,395,398,605,607)		\$997	\$8,973
19	TYPE J MANHOLE, USF 170E R/C (3,10,11,14,17,20,32,35,56A,58,73,82A,82B,117,200,201,202,203,602)		\$2,913	\$55,347
5	TYPE P-5 CURB INLET, USF 5160-6310 F/G (25,26,27,57A), 1 1 1		\$977	\$4,885
3	TYPE J-5 CURB INLET, USF 5160-6310 F/G (24,75,80)		\$3,213	\$9,639
8	TYPE 5 CURB INLET TOP		\$735	\$5,880
12	TYPE P-6 CURB INLET, USF 5160-6310 F/G (36,37,39,40,46,48,53A,55,66,67,69,74)		\$977	\$11,724
10	TYPE J-6 CURB INLET, USF 5160-6310 F/G (29,30,49,54,56,57,71,75,77,82)		\$3,307	\$33,070
22	TYPE 6 CURB INLET TOP		\$1,075	\$23,650
2	TYPE C INLET, USF 6210 GRATE, C&E (68,70)		\$793	\$1,586
1	TYPE E INLET, USF 6808 GRATE, C&E, SKIMMER (CS-B)		\$4,081	\$4,081
5	TYPE F INLET, USF 6631 GRATE, C&E (108,110,112,113,116)		\$1,808	\$9,040
1	TYPE F INLET W/ J BOTTOM, USF 6631 GRATE, C&E (118)		\$3,506	\$3,506
3	TYPE H INLET, USF 6305 GRATE, C&E, SKIMMER (CS-C, D, E)		\$6,372	\$19,116
24	TYPE V INLET, USF 6656 GRATE, C&E (1,2,4,5,6,7,8,9,13,15,16,18,21,34,38,42,43,44,45,47,50,52,600,601)		\$2,021	\$48,504
7	TYPE V INLET W/ J BOTTOM, USF 6656 GRATE, C&E (12,19,22,33,51,53,72)		\$3,956	\$27,692
2	2' x 2' YARD DRAIN, USF 6217 GRATE, C&E (114,609)		\$648	\$1,295
1	36" SINGLE HEADWALL (204)		\$1,731	\$1,731
			Total	\$534,401

The above prices are F.O.B. jobsite location. The materials are to be unloaded and installed by the purchaser. Should field problems arise to materials covered by this contract, the Purchaser agrees to notify the Seller prior to performing corrective work. Sales tax not included. Prices are based on truck load shipments. Unanticipated supplemental shipments may result in additional freight and handling charges. Demurrage charges may be charged to the purchaser. Prices are firm for thirty (30) days.

Prices are contingent upon approval of our design and specifications.

Company: _____

Accepted By _____

Title: _____

Date: _____

Purchaser Job No.: _____

Project Taxable: Yes: _____ No: _____

Tax Exempt No: _____

Very Truly Yours,

GREG KNOTTS

gknotts@mackconcrete.com

Mack Concrete Industries Inc.

Cell #: 352-406-0870

**EXHIBIT A
Proposal**

**Preston Cove Community Development District
MACK CONCRETE INDUSTRIES, INC.**

P.O. Box 157, ASTATULA, FLORIDA 34705
PH: 352-742-2333 / FAX: 352-742-0799
WEB SITE: HTTP://WWW.MACKCONCRETE.COM

Precast Manholes
Wet Wells and Dry Wells
Box Culverts

Precast Municipal Inlets
D.O.T. Precast Structures
Specialty Precast Items

Customer: JON M HALL COMPANY

Ref. Proj: PRESTON COVE

Location: ST. CLOUD, OSCEOLA CO.

Engineer: HANON WALTER

Owner:

Date: 8/26/2021

Quote #: QF57352 REV. 6

Bid Date: 3/16/2020

The Following Items Are Proposed To Be Furnished

Estimated Quantity	Item	Item	Unit Price	Totals
PHASE 2				
0	4' Ø SAN. MANHOLE, (5' WALL), 300M I/O, SEALANT, BOOTS, EJRW 3800-36DIA COMPOSITE R/C	0/6'	\$3,501	\$31,509
4	4' Ø SAN. MANHOLE, (5' WALL), 300M I/O, SEALANT, BOOTS, EJRW 3800-36DIA COMPOSITE R/C	6/6'	\$3,850	\$15,400
17	ROLLS 17" RISER WRAP		\$1,200	\$20,400
13	4' INVERTS		\$175	\$2,275
2	TYPE P MANHOLE, USF 170E R/C (23A, 81A)		\$854	\$1,708
3	TYPE J MANHOLE, USF 170E R/C (85, 404, 405)		\$3,720	\$11,160
4	TYPE P-5 CURB INLET, USF 5160-6310 F/G (62,63,79,81B)		\$977	\$3,908
1	TYPE J-5 CURB INLET, USF 5160-6310 F/G (61)		\$3,192	\$3,192
5	TYPE 5 CURB INLET TOP		\$735	\$3,675
8	TYPE P-6 CURB INLET, USF 5160-6310 F/G (23,59,76,81,83,86,603,604)		\$977	\$7,816
3	TYPE J-6 CURB INLET, USF 5160-6310 F/G (80,84,87)		\$3,307	\$9,921
11	TYPE 6 CURB INLET TOP		\$1,075	\$11,825
1	TYPE E INLET, USF 6300 GRATE, C&E (608)		\$1,227	\$1,227
4	2' x 2' YARD DRAIN, USF 6217 GRATE, C&E (612,613,614,615)		\$648	\$2,592
PHASE 3				
21	4' Ø SAN. MANHOLE, (5' WALL), 300M I/O, SEALANT, BOOTS, EJRW 3800-36DIA COMPOSITE R/C	0/6'	\$3,501	\$73,521
1	4' Ø SAN. MANHOLE, (5' WALL), 300M I/O, SEALANT, BOOTS, EJRW 3800-36DIA COMPOSITE R/C	6/6'	\$3,850	\$3,850
11	ROLLS 17" RISER WRAP		\$1,200	\$13,200
22	4' INVERTS		\$175	\$3,850
2	TYPE P MANHOLE, USF 170E R/C (107A, 408)		\$854	\$1,708
16	TYPE J MANHOLE, USF 170E R/C (92,95,98,103,354,356,391,392,402,403,406,407,409,410,411,502)		\$3,180	\$50,880
4	TYPE P-5 CURB INLET, USF 5160-6310 F/G (89A,99,107B,107C)		\$977	\$3,908
5	TYPE J-5 CURB INLET, USF 5160-6310 F/G (86,89100,106,107)		\$2,280	\$11,400
9	TYPE 5 CURB INLET TOP		\$735	\$6,615
6	TYPE P-6 CURB INLET, USF 5160-6310 F/G (84,85,90,93,96,106)		\$977	\$5,862
5	TYPE J-6 CURB INLET, USF 5160-6310 F/G (91,94,97,101,104)		\$2,244	\$11,220
11	TYPE 6 CURB INLET TOP		\$1,075	\$11,825
1	TYPE D INLET, USF 6607 GRATE, C&E, SKIMMER (CS-F)		\$4,607	\$4,607
1	TYPE V INLET, USF 6666 GRATE, C&E (102)		\$1,775	\$1,775
2	2' x 2' YARD DRAIN, USF 6217 GRATE, C&E (610,611)		\$648	\$1,296
2	24"x38" SINGLE HEADWALL (500,501)		\$1,692	\$3,384
	NOTE: JOINT SEALANT FOR STORM \$80.00 PER BOX	TOTAL PG. 1		\$534,401
		Total		\$869,910

The above prices are F.O.B. jobsite location. The materials are to be unloaded and installed by the purchaser. Should field problems arise to materials covered by this contract, the Purchaser agrees to notify the Seller prior to performing corrective work. Sales tax not included. Prices are based on truck load shipments. Unanticipated supplemental shipments may result in additional freight and handling charges. Demurrage charges may be charged to the purchaser. Prices are firm for thirty (30) days. Prices are contingent upon approval of our design and specifications.

Company: _____
Accepted By: _____
Title: _____
Date: _____
Purchaser Job No.: _____
Project Taxable: Yes: _____ No: _____
Tax Exempt No: _____

Very Truly Yours,

GREG KNOTTS

gknotts@mackconcrete.com

Mack Concrete Industries Inc.

Cell #: 352-406-0870

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted in the Owner's name before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.

8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
- a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.

19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to the terms herein, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

Attachment

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Preston Cove Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to a Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract dated _____ with _____ (Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: *You must initial each of the following requirements.*

- ____ 1. The attached Purchase Order is 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 Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

Preston Cove Community Development District
Purchaser's Name (Print or Type)
Federal Employer Identification Number: _____
Telephone Number: _____

Date

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**Preston Cove
Community Development District**

**Construction
Funding Request #3**

December 13, 2021

PAYEE	GENERAL FUND
1 Mack Industries Inc	
Inv# MCI000124019 for PO#1002 - Draw 11	\$48,386.00
Inv# MCI000124009 for PO#1002 - Draw 11	\$61,057.00
TOTAL	\$109,443.00

Hanson, Walter & Associates, Inc.

Authorized Agent: Shawn Hindle

Date: 1-12-2022

Please make check payable to:

Preston Cove Community Development District

6200 Lee Vista Blvd, Suite 300

Orlando, FL 32822



Invoice

Remit To: Mack Industries, Inc. PO Box 936468 Atlanta, GA 31193-6468	Deliver To: 1 Dan Eshleman PRESTON COVE TURNPIKE SOUTH TO SR 192 EAST GO NORTH ON NARCOOSSEE RD IN 3.75 MILES GO RIGHT ON JONES ROAD JOB WILL BE ON THE LEFT IN	Invoice No.: MCI000124019 Invoice Date: 10/27/2021 Due Date: 11/26/2021 Order No: DF00024377 Salesperson: Gregory Knotts Cust PO: 1002/PRESTON COVE Payment Terms: NET 30 DAYS Currency: USD
Invoice To: C024529 PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT C/O GOVERNMENTAL MANAGEMENT SVCS CENTRAL FL, LLC 219 EAST LIVINGSTON STREET ORLANDO FL 32801		

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24412	136	F15124J	(SAN)MH,5'dia,Base,24"w/INV	128-02	1.000	7,337.00000	7,337.00
24412	137	F14050J	FLOWLINE,4' Diameter	128-02	1.000	265.00000	265.00
24412	138	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-02	3.000	0.00000	0.00
24412	139	F15296J	MH,5'dia,Riser,96"	128-02	1.000	0.00000	0.00
24412	140	F15284J	MH,5'dia,Riser,84"	128-02	1.000	0.00000	0.00
24412	141	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-02	1.000	0.00000	0.00
24387	150	F15136J	(SAN)MH,5'dia,Base,30"w/INV	128-03A	1.000	6,732.00000	6,732.00
24387	151	F15050J	FLOWLINE,5' Diameter	128-03A	1.000	265.00000	265.00
24387	152	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-03A	2.000	0.00000	0.00
24387	153	F15272J	MH,5'dia,Riser,72"	128-03A	1.000	0.00000	0.00
24387	154	F15248J	MH,5'dia,Riser,48"	128-03A	1.000	0.00000	0.00
24387	155	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-03A	1.000	0.00000	0.00
24409	188	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-09	1.000	4,025.00000	4,025.00
24409	189	F14050J	FLOWLINE,4' Diameter	128-09	1.000	175.00000	175.00
24409	190	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-09	3.000	0.00000	0.00
24409	191	F14248	MH,4'dia,Riser,5"w,48"	128-09	1.000	0.00000	0.00
24409	192	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-09	1.000	0.00000	0.00
24378	229	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-16	1.000	4,025.00000	4,025.00
24378	230	F14050J	FLOWLINE,4' Diameter	128-16	1.000	175.00000	175.00
24378	231	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-16	1.000	0.00000	0.00
24378	232	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-16	1.000	0.00000	0.00
24378	233	F14248	MH,4'dia,Riser,5"w,48"	128-16	1.000	0.00000	0.00
24378	234	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-16	1.000	0.00000	0.00
24378	236	F15136J	(SAN)MH,5'dia,Base,36"w/INV	128-17	1.000	5,646.00000	5,646.00
24378	238	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-17	3.000	0.00000	0.00
24378	239	F15272J	MH,5'dia,Riser,72"	128-17	1.000	0.00000	0.00
24378	240	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-17	1.000	0.00000	0.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124019
Invoice Date: 10/27/2021
Due Date: 11/26/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD

Invoice To:C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24409	242	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-18	1.000	4,025.00000	4,025.00
24409	243	F14050J	FLOWLINE,4' Diameter	128-18	1.000	175.00000	175.00
24409	244	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-18	2.000	0.00000	0.00
24409	245	F14248	MH,4'dia,Riser,5"w,48"	128-18	1.000	0.00000	0.00
24409	246	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-18	1.000	0.00000	0.00
24409	248	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-19	1.000	3,464.00000	3,464.00
24409	249	F14050J	FLOWLINE,4' Diameter	128-19	1.000	175.00000	175.00
24409	250	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-19	1.000	0.00000	0.00
24409	251	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-19	1.000	0.00000	0.00
24409	253	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-20	1.000	4,329.00000	4,329.00
24409	254	F14050J	FLOWLINE,4' Diameter	128-20	1.000	175.00000	175.00
24409	255	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-20	2.000	0.00000	0.00
24409	256	F14272	MH,4'dia,Riser,5"w,72"	128-20	1.000	0.00000	0.00
24409	257	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-20	1.000	0.00000	0.00
24409	264	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-21	1.000	0.00000	0.00
24378	277	F15136J	(SAN)MH,5'dia,Base,30"w/INV	128-24	1.000	7,133.00000	7,133.00
24378	278	F15050J	FLOWLINE,5' Diameter	128-24	1.000	265.00000	265.00
24378	279	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-24	2.000	0.00000	0.00
24378	280	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-24	1.000	0.00000	0.00
24387	281	F15284J	MH,5'dia,Riser,84"	128-24	1.000	0.00000	0.00
24378	283	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-24	1.000	0.00000	0.00



Invoice

Remit To:
Mack Industries, Inc.
PO Box 936468
Atlanta, GA 31193-6468

Deliver To: 1
Dan Eshleman
PRESTON COVE
TURNPIKE SOUTH TO SR 192 EAST GO
NORTH ON
NARCOOSSEE RD IN 3.75 MILES GO RIGHT
ON
JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124019
Invoice Date: 10/27/2021
Due Date: 11/26/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD

Invoice To:C024529 PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT
C/O GOVERNMENTAL MANAGEMENT SVCS
CENTRAL FL, LLC
219 EAST LIVINGSTON STREET
ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN Item	Description	Structure	Quantity	Unit Price	Net Price
-----	---------	-------------	-----------	----------	------------	-----------

Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
please email: billing@mackconcrete.com or call locally 352-742-2333
"Serving the Construction Industry since 1932"

Sales Amount	48,386.00
Misc Charges	0.00
Freight	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	48,386.00

Wire To: WELLS FARGO - A/R
Bank Transit Number:
Account Number: 4124597048
Cust PO:1002/PRESTON COVE



Invoice

Remit To: Mack Industries, Inc. PO Box 936468 Atlanta, GA 31193-6468	Deliver To: 1 Dan Eshleman PRESTON COVE TURNPIKE SOUTH TO SR 192 EAST GO NORTH ON NARCOOSSEE RD IN 3.75 MILES GO RIGHT ON JONES ROAD JOB WILL BE ON THE LEFT IN	Invoice No.: MCI000124009 Invoice Date: 10/26/2021 Due Date: 11/25/2021 Order No: DF00024377 Salesperson: Gregory Knotts Cust PO: 1002/PRESTON COVE Payment Terms: NET 30 DAYS Currency: USD
Invoice To: C024529 PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT C/O GOVERNMENTAL MANAGEMENT SVCS CENTRAL FL, LLC 219 EAST LIVINGSTON STREET ORLANDO FL 32801		

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24326	17	F51019	SEALANT,CS-102 1-1/4" x 14.5'		200.000	0.00000	0.00
24273	18	F51027	Riser-Wrap,Roll,50' X 17"		44.000	0.00000	0.00
24326	19	F51012	Riser-Wrap,Strip,17"		118.000	0.00000	0.00
24273	20	F51113	Paint,Riser-Wrap Primer		16.000	0.00000	0.00
24273	157	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-04	1.000	4,329.00000	4,329.00
24273	158	F14050J	FLOWLINE,4' Diameter	128-04	1.000	175.00000	175.00
24273	159	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-04	3.000	0.00000	0.00
24273	160	F14272	MH,4'dia,Riser,5"w,72"	128-04	1.000	0.00000	0.00
24273	161	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-04	1.000	0.00000	0.00
24273	163	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-05	1.000	4,329.00000	4,329.00
24273	164	F14050J	FLOWLINE,4' Diameter	128-05	1.000	175.00000	175.00
24273	165	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-05	3.000	0.00000	0.00
24273	166	F14272	MH,4'dia,Riser,5"w,72"	128-05	1.000	0.00000	0.00
24273	167	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-05	1.000	0.00000	0.00
24273	169	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-06	1.000	4,329.00000	4,329.00
24273	170	F14050J	FLOWLINE,4' Diameter	128-06	1.000	175.00000	175.00
24273	171	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-06	3.000	0.00000	0.00
24273	172	F14272	MH,4'dia,Riser,5"w,72"	128-06	1.000	0.00000	0.00
24273	173	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-06	1.000	0.00000	0.00
24283	194	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-10	1.000	3,867.00000	3,867.00
24283	195	F14050J	FLOWLINE,4' Diameter	128-10	1.000	175.00000	175.00
24283	196	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-10	2.000	0.00000	0.00
24283	197	F14232	MH,4'dia,Riser,5"w,32"	128-10	1.000	0.00000	0.00
24283	198	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-10	1.000	0.00000	0.00
24301	200	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-11	1.000	3,464.00000	3,464.00
24301	201	F14050J	FLOWLINE,4' Diameter	128-11	1.000	175.00000	175.00
24301	202	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-11	2.000	0.00000	0.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124009
Invoice Date: 10/26/2021
Due Date: 11/25/2021
Order No.: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD

Invoice To: C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24301	203	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-11	1.000	0.00000	0.00
24301	205	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-12	1.000	3,464.00000	3,464.00
24301	206	F14050J	FLOWLINE,4' Diameter	128-12	1.000	175.00000	175.00
24301	207	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-12	1.000	0.00000	0.00
24301	208	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36"Opening	128-12	1.000	0.00000	0.00
24283	210	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-13	1.000	4,025.00000	4,025.00
24283	211	F14050J	FLOWLINE,4' Diameter	128-13	1.000	175.00000	175.00
24283	212	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-13	3.000	0.00000	0.00
24283	213	F14248	MH,4'dia,Riser,5"w,48"	128-13	1.000	0.00000	0.00
24283	214	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-13	1.000	0.00000	0.00
24283	216	F14118J	(SAN)MH,4'dia,Base,5"w,18"w/INV	128-14	1.000	3,867.00000	3,867.00
24283	217	F14050J	FLOWLINE,4' Diameter	128-14	1.000	175.00000	175.00
24283	218	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-14	2.000	0.00000	0.00
24283	219	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-14	1.000	0.00000	0.00
24301	220	F14232	MH,4'dia,Riser,5"w,32"	128-14	1.000	0.00000	0.00
24301	221	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-14	1.000	0.00000	0.00
24301	223	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-15	1.000	3,464.00000	3,464.00
24301	224	F14050J	FLOWLINE,4' Diameter	128-15	1.000	175.00000	175.00
24301	225	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-15	1.000	0.00000	0.00
24301	226	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-15	1.000	0.00000	0.00
24301	227	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-15	1.000	0.00000	0.00
24273	259	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-21	1.000	4,329.00000	4,329.00
24273	260	F14050J	FLOWLINE,4' Diameter	128-21	1.000	175.00000	175.00
24273	261	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-21	2.000	0.00000	0.00
24273	262	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-21	1.000	0.00000	0.00
24283	266	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-22	1.000	4,025.00000	4,025.00
24283	267	F14050J	FLOWLINE,4' Diameter	128-22	1.000	175.00000	175.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124009
Invoice Date: 10/26/2021
Due Date: 11/25/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD

Invoice To: C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24283	268	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-22	2.000	0.00000	0.00
24283	269	F14248	MH,4'dia,Riser,5"w,48"	128-22	1.000	0.00000	0.00
24283	270	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-22	1.000	0.00000	0.00
24301	272	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-23	1.000	3,867.00000	3,867.00
24301	273	F14050J	FLOWLINE,4' Diameter	128-23	1.000	175.00000	175.00
24301	274	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-23	1.000	0.00000	0.00
24301	275	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-23	1.000	0.00000	0.00
24301	304	F15124J	(SAN)MH,5'dia,Base,24"w/INV	128-28	1.000	7,133.00000	7,133.00
24301	305	F15050J	FLOWLINE,5' Diameter	128-28	1.000	265.00000	265.00
24301	306	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-28	3.000	0.00000	0.00
24283	462	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-54	1.000	3,850.00000	3,850.00
24283	463	F14050J	FLOWLINE,4' Diameter	128-54	1.000	175.00000	175.00
24283	464	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-54	2.000	0.00000	0.00
24283	465	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-54	1.000	0.00000	0.00
24283	466	F14232	MH,4'dia,Riser,5"w,32"	128-54	1.000	0.00000	0.00
24283	467	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36"Opening	128-54	1.000	0.00000	0.00
24301	475	F14050J	FLOWLINE,4' Diameter	128-56	1.000	175.00000	175.00
24301	476	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-56	1.000	0.00000	0.00
24301	477	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36"Opening	128-56	1.000	0.00000	0.00



Invoice

Remit To:
Mack Industries, Inc.
PO Box 936468
Atlanta, GA 31193-6468

Deliver To: 1
Dan Eshleman
PRESTON COVE
TURNPIKE SOUTH TO SR 192 EAST GO
NORTH ON
NARCOOSSEE RD IN 3.75 MILES GO RIGHT
ON
JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124009
Invoice Date: 10/26/2021
Due Date: 11/25/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD

Invoice To:C024529 PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT
C/O GOVERNMENTAL MANAGEMENT SVCS
CENTRAL FL, LLC
219 EAST LIVINGSTON STREET
ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
-----	----	------	-------------	-----------	----------	------------	-----------

Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
please email: billing@mackconcrete.com or call locally 352-742-2333
"Serving the Construction Industry since 1932"

Sales Amount	61,057.00
Misc Charges	0.00
Freight	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	61,057.00

Wire To: WELLS FARGO - A/R
Bank Transit Number:
Account Number: 4124597048
Cust PO:1002/PRESTON COVE

**Preston Cove
Community Development District**

**Construction
Funding Request #4**

December 13, 2021

PAYEE	GENERAL FUND
1 County Materials Corporation Inv# 155941-01 for PO#1006 - Draw 11	\$5,420.80
TOTAL	\$5,420.80

Hanson, Walter & Associates, Inc.

Authorized Agent: Shawn Hindle

Date: 1-12-2022

Please make check payable to:

Preston Cove Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

INVOICE



(866) 343-8488 Fax (352) 343-0471
 ASTATULA, FL 34705-0435

SHIPPED	INVOICE DATE	ORDER NO
12/09/21	12/09/21	155941-01
	P.O. NO.	PAGE #
44	ct 1006	1 of 1

REMIT TO:
 PO BOX 38
 MARATHON, WI 54448-0038

CUST #: 179
 PRESTON COVE
 SHIP TO: Osceola
 5873 Jones Rd
 St Cloud FL 34771

BILL TO: PRESTON COVE CDD
 219 E LIVINGTON STREET
 ORLANDO FL 32801

LINE NO.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
9	236380s 36" RCP CL3 SMALL BELL	80.00	LFT	67.76	5420.80
10	236 36" RCCP GASKET HK #839035	10.00	EA	0.00	0.00
				Total	5420.80
				Invoice Total	5420.80

**Preston Cove
Community Development District**

**Construction
Funding Request #5**

December 13, 2021

PAYEE	GENERAL FUND
1 Central Florida Liftstations Inv# 2277 for PO#1010 - Draw 11	\$35,745.00
TOTAL	\$35,745.00

Hanson, Walter & Associates, Inc.

Authorized Agent: Shawn Hindle

Date: 1-12-2022

Please make check payable to:

Preston Cove Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

Central Florida Liftstations
740179 PO Box
Orange City, FL 32774
407-252-8657
scott@cfliftstations.com



Invoice 2277

BILL TO

Jon M. Hall Company
1400 Martin Luther King Jr
Blvd
Sanford, FL 32771

DATE 09/02/2021	PLEASE PAY \$35,745.00	DUE DATE 10/02/2021
---------------------------	----------------------------------	-------------------------------

P.O. NUMBER

21011-002

PROJECT

Preston Cove #8110

DATE	DESCRIPTION	QTY	RATE	AMOUNT
09/02/2021	AMI panel.	1	35,745.00	35,745.00

TOTAL DUE **\$35,745.00**

THANK YOU.

**Preston Cove
Community Development District**

**Construction
Funding Request #6**

January 31, 2022

PAYEE	GENERAL FUND
1 Fortline Waterworks	
Inv# 5498297 - Sewer Pipe	\$55,137.60
Inv# 5498502 - Sewer Pipe	\$46,457.18
Inv# 5499944 - Pipe Blue Bid Line	\$46,739.20
Inv# 5500633 - Sewer Pipe	\$24,130.84
Inv# 5493775 - Pipe Purple bid line	\$47,193.60
Inv# 5503166 - Pipe Blue bid line	\$38,344.80
Inv# 5504010 - Pipe Green Bid line	\$2,184.40
2 Mack Industries	
Inv# MCI000124113 - PO#1002	\$148,424.00
3 Meadowbrook Acres	
Inv# 4577 - Installation of Bahia Sod	\$32,623.41
Inv# 4654 - Installation of Bahia Sod	\$32,623.41
TOTAL	\$473,858.44

Hanson, Walter & Associates, Inc.

Authorized Agent: Shawn Hindle Date: 2-9-2022

Please make check payable to:

Preston Cove Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

From: Fernanda Loza fernandaloza@elevationdev.com 
Subject: RE: Preston Cove CDD - Meadowbrook Acres Invoice approval
Date: January 27, 2022 at 3:39 PM
To: Indhira Araujo iaraujo@gmscfl.com
Cc: George Flint gflint@gmscfl.com, Owais Khanani owais@elevationdev.com, Lisa Cruz lcruz@gmscfl.com, Maria Rust maria@elevationdev.com, Kristin Banks kristin@elevationdev.com



Hi Indhira,
Please create a Construction Funding Request for the next invoices:

Vendor	Invoice	Amount	Total
Mack Industries	MCI000124113	148,424.00	148,424.00
Fortiline	5498297	55,137.60	
Fortiline	5498502	46,457.18	
Fortiline	5499944	46,739.20	
Fortiline	5500633	24,130.84	
Fortiline	5493775	47,193.60	
Fortiline	5503166	38,344.80	
Fortiline	5504010	2,184.40	260,187.62
Meadowbrook Acres	4577	32,623.41	
Meadowbrook Acres	4654	32,623.41	65,246.82
Total Construction Funding Request			<u>473,858.44</u>

Thanks so much!

Fernanda



Fernanda Loza
 Staff Accountant
 Elevation Development, LLC
 189 South Orange Ave, Suite 1550
 Orlando, FL 32801
 O: 407.270.8866 Ext. 112
fernandaloza@elevationdev.com
www.ElevationDev.com

FORTILINE WATERWORKS

a MORSCO company

INVOICE

INVOICE NUMBER: 5498297
 BILL OF LADING:
 INVOICE DATE: 11/19/21
 DUE DATE: 12/18/21

Please Remit Payment To:

Fortiline, Inc.
 PO Box 744053
 Atlanta, GA 30384-4053
 Federal Tax ID# 57-0819190

Warehouse:

FORTILINE KISSIMMEE
 731 DUNCAN AVENUE
 KISSIMMEE, FL 34744
 Telephone: 321-250-3199

7025 Northwinds Dr. NW
 Concord, NC 28027
 Payment Inquiries 704-788-9800

SOLD TO
 445 1 AB 0.461 E0082X I0145 D836742238D S2 P8664770 0001:0002



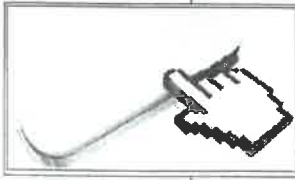
PRESTON COVE CDD
 219 E LIVINGSTON ST
 ORLANDO FL 32801-1508

SHIP TO

PRESTON COVE CDD
 5655 JONES RD
 SAINT CLOUD, FL 34771

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS		
067	5476363	5498297	Our Truck	226102	NET 30 DAYS		
PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
PVC PIPE	PRESTON COVE	PRESTON	LWB	12/18/21	11/17/21		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
826HW	8" SDR26 PVC HW SEWER PIPE BID LINE # 00490	FT	5040	5040	0	10.9400	55,137.60

RECEIVED



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>

Online Payments. View, and Download Invoices and Statements.

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

AMOUNT DUE	\$55,137.60
TAX	\$0.00
FREIGHT	\$0.00
OTHER	\$0.00
TOTAL DUE	\$55,137.60

FORTLINE
TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Fortline, Inc. and/or any parent, subsidiary, affiliate or business unit of Fortline, Inc. (collectively, "Seller") to the Applicant, Guarantor(s) and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods Seller shall deliver the goods to Buyer itself or through a carrier of its choice. Seller shall use reasonable efforts to deliver the goods to Buyer at the location, date and time specified mutually agreed upon by Buyer and Seller and specified in writing. If all goods are unavailable at the time of intended shipment, Seller may make partial deliveries of goods and ship the remainder as they become available. Seller cannot guarantee planned delivery dates, but will use reasonable efforts to meet them. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom.

Title and Risk of Loss Seller's responsibility for the goods sold under these Terms ceases upon its issuance of Bill of Lading or upon delivery of goods to Buyer or a common carrier, whichever occurs first. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed for the goods. Buyer hereby grants Seller a security interest in the goods sold by Seller to Buyer under these Terms and any proceeds thereof as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer and shall terminate upon Buyer's full payment of all amounts due Seller. Buyer authorizes Seller to file financing statements or other documents in Seller's sole opinion to perfect this security interest along with other notices, and will assist Seller in taking any other action that Seller deems necessary in its sole opinion to perfect and protect Seller's security interest.

Prices Quoted prices are subject to change without notice, and all quotations expire and become invalid if Buyer does not accept them within 30 days from the date of issue. Price extensions when granted by Seller are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Any claims by Buyer related to billing errors or adjustments shall be made in writing to Seller within ten (10) days from the invoice date or they are waived by Buyer. Any changes by Buyer in quantities or destination may result in a price adjustment by Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods, and any applicable transportation charges, shall apply only to that particular order of goods and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on the invoice. Payment shall be in the form of cash, check or wire transfer. Fortline may refuse, in its sole discretion, payment or methods of payment by any means and without limitation. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentment of and request for payment of any check or other payment order issued to Seller by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any materials sold to Buyer where payment is outstanding, without notice or demand. Notwithstanding anything stated therein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received, paid by the drawee bank, and not avoidable as a bankruptcy preference. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than the maximum rate allowable by law in the State where suit is brought. Buyer agrees to pay Seller all costs and expenses of collection, suit, arbitration or other legal action, including all actual attorneys and paralegal fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings, mediations or arbitrations brought as a result of the commercial relationship between them. In any jurisdiction where a stated rate is required, reasonable attorney's fees shall be 15% of the outstanding balance.

Trust Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.

Credit Terms Issuance of any credit by Seller to Buyer shall be subject to the approval of Seller's credit department in its sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from Seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unavoidable Forces Seller shall not be liable for delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Force the time for Seller's performance shall be extended reasonably, the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

Seller's Interpretation of Buyer's Plans Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer. Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PROFIT DOLLARS OF THE MATERIALS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agrees to be bound by these Terms.

Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a resocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law and Venue These Terms shall be construed and governed by the laws of North Carolina, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in Cabarrus County, North Carolina, or at Seller's election, in the State in which the goods were delivered, consumed, or used, and Buyer hereby waives any right to object to such venue or to assert the inconvenience of such venue. Buyer consents to jurisdiction in the state courts sitting in Cabarrus County, North Carolina, or at Seller's election, the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.

FORTILINE WATERWORKS

a MORSCO company

INVOICE

INVOICE NUMBER: 5498502
 BILL OF LADING:
 INVOICE DATE: 11/19/21
 DUE DATE: 12/18/21

Please Remit Payment To:

Fortiline, Inc.
 PO Box 744053
 Atlanta, GA 30384-4053
 Federal Tax ID# 57-0819190

Warehouse:

FORTILINE KISSIMMEE
 731 DUNCAN AVENUE
 KISSIMMEE, FL 34744
 Telephone: 321-250-3199



7025 Northwinds Dr. NW
 Concord, NC 28027
 Payment Inquiries 704-788-9800

SOLD TO
 445 1 AB 0.461 E0082 ID146 D6367422386 S2 P866477D 0002:0002



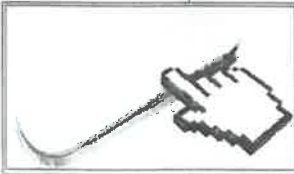
PRESTON COVE CDD
 219 E LIVINGSTON ST
 ORLANDO FL 32801-1508

SHIP TO

PRESTON COVE CDD
 5655 JONES RD
 SAINT CLOUD, FL 34771

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS		
067	5476363	5498502	Our Truck	226102	NET 30 DAYS		
PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
PVC SEWER	PRESTON COVE	PRESTON	LWB	12/18/21	11/17/21		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
826HW	8" SDR26 PVC HW SEWER PIPE BID LINE # 00490	FT	2380	2380	0	10.9400	26,037.20
626HW	6" SDR26 PVC HW SEWER PIPE BID LINE # 00500	FT	42	42	0	7.4700	313.74
426HW	4" SDR26 PVC HW SEWER PIPE BID LINE # 00510	FT	7392	7392	0	2.7200	20,106.24

RECEIVED



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>

Online Payments View and Download Invoices and Statements.

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

AMOUNT DUE	\$46,457.18
TAX	\$0.00
FREIGHT	\$0.00
OTHER	\$0.00
TOTAL DUE	\$46,457.18

FORTLINE

TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Fortline, Inc. and/or any parent, subsidiary, affiliate or business unit of Fortline, Inc. (collectively, "Seller") to the Applicant, Guarantor(s) and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods Seller shall deliver the goods to Buyer itself or through a carrier of its choice. Seller shall use reasonable efforts to deliver the goods to Buyer at the location date and time specified mutually agreed upon by Buyer and Seller and specified in writing. If all goods are unavailable at the time of intended shipment, Seller may make partial deliveries of goods and ship the remainder as they become available. Seller cannot guarantee planned delivery dates, but will use reasonable efforts to meet them. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom.

Title and Risk of Loss Seller's responsibility for the goods sold under these Terms ceases upon its issuance of Bill of Lading or upon delivery of goods to Buyer or a common carrier, whichever occurs first. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed for the goods. Buyer hereby grants Seller a security interest in the goods sold by Seller to Buyer under these Terms and any proceeds thereof as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer and shall terminate upon Buyer's full payment of all amounts due Seller. Buyer authorizes Seller to file financing statements or other documents in Seller's sole opinion to perfect this security interest along with other notices, and will assist Seller in taking any other action that Seller deems necessary in its sole opinion to perfect and protect Seller's security interest.

Prices Quoted prices are subject to change without notice, and all quotations expire and become invalid if Buyer does not accept them within 30 days from the date of issue. Price extensions when granted by Seller are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Any claims by Buyer related to billing errors or adjustments shall be made in writing to Seller within ten (10) days from the invoice date or they are waived by Buyer. Any changes by Buyer in quantities or destination may result in a price adjustment by Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods, and any applicable transportation charges, shall apply only to that particular order of goods and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on the invoice. Payment shall be in the form of cash, check or wire transfer. Fortline may refuse, in its sole discretion, payment or methods of payment by any means and without limitation. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentment of and request for payment of any check or other payment order issued to Buyer by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any materials sold to Buyer where payment is outstanding, without notice or demand. Notwithstanding anything stated herein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received, paid by the drawee bank, and not available as a bankruptcy preference. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than the maximum rate allowable by law in the State where suit is brought. Buyer agrees to pay Seller all costs and expenses of collection, suit, arbitration or other legal action, including all actual attorneys and paralegal fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings, mediations or arbitrations brought as a result of the commercial relationship between them. In any jurisdiction where a stated rate is required, reasonable attorney's fees shall be 15% of the outstanding balance.

Trust Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account/receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.

Credit Terms Issuance of any credit by Seller to Buyer shall be subject to the approval of Seller's credit department in its sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unavoidable Forces Seller shall not be liable for delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Force, the time for Seller's performance shall be extended reasonably, the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

Seller's Interpretation of Buyer's Plans Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer. Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PROFIT DOLLARS OF THE MATERIALS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agrees to be bound by these Terms.

Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law and Venue These Terms shall be construed and governed by the laws of North Carolina, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in Cabarrus County, North Carolina, or at Seller's election, in the State to which the goods were delivered, consumed, or used, and Buyer hereby waives any right to object to such venue or to assert the inconvenience of such venue. Buyer consents to jurisdiction in the state courts sitting in Cabarrus County, North Carolina, or at Seller's election, the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligations (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.

FORTILINE WATERWORKS

a MORSCO company

INVOICE

INVOICE NUMBER: 5499944
 BILL OF LADING:
 INVOICE DATE: 11/22/21
 DUE DATE: 12/19/21

RECEIVED

Please Remit Payment To:
 Fortiline, Inc.
 PO Box 744053
 Atlanta, GA 30384-4053
 Federal Tax ID# 57-0819180

Warehouse:
 FORTILINE KISSIMMEE
 731 DUNCAN AVENUE
 KISSIMMEE, FL 34744
 Telephone: 321-250-3199

7025 Northwinds Dr. NW
 Concord, NC 28027
 Payment Inquiries 704-788-9800

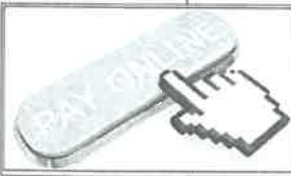
SOLD TO
 4739 1 AB 0.461 ED118 10174 D8376578630 S2 P8669084 0002:0003

SHIP TO

PRESTON COVE CDD
 219 E LIVINGSTON ST
 ORLANDO FL 32801-1508

PRESTON COVE CDD
 5655 JONES RD
 SAINT CLOUD, FL 34771

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS		
067	5476363	5499944	Our Truck	226102	NET 30 DAYS		
PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
	PRESTON COVE	PRESTON	LWB	12/19/21	11/18/21		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
818B	8" C900 DR18 PIPE BLUE BID LINE # 01220	FT	2680	2680	0	17.4400	46,739.20



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.
 REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>
 Online Payments View and Download Invoices and Statements.

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
 SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.
 For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

AMOUNT DUE	\$46,739.20
TAX	\$0.00
FREIGHT	\$0.00
OTHER	\$0.00
TOTAL DUE	\$46,739.20

FORTILINE
TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Fortiline, Inc. and/or any parent, subsidiary, affiliate or business unit of Fortiline, Inc. (collectively, "Seller") to the Applicant, Guarantor(s) and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods Seller shall deliver the goods to Buyer itself or through a carrier of its choice. Seller shall use reasonable efforts to deliver the goods to Buyer at the location date and time specified mutually agreed upon by Buyer and Seller and specified in writing. If all goods are unavailable at the time of intended shipment, Seller may make partial deliveries of goods and ship the remainder as they become available. Seller cannot guarantee planned delivery dates, but will use reasonable efforts to meet them. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom.

Title and Risk of Loss Seller's responsibility for the goods sold under these Terms ceases upon its issuance of Bill of Lading or upon delivery of goods to Buyer or a common carrier, whichever occurs first. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed for the goods. Buyer hereby grants Seller a security interest in the goods sold by Seller to Buyer under these Terms and any proceeds thereof as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer and shall terminate upon Buyer's full payment of all amounts due Seller. Buyer authorizes Seller to file financing statements or other documents in Seller's sole opinion to perfect this security interest along with other notices, and will assist Seller in taking any other action that Seller deems necessary in its sole opinion to perfect and protect Seller's security interest.

Prices Quoted prices are subject to change without notice, and all quotations expire and become invalid if Buyer does not accept them within 30 days from the date of issue. Price extensions when granted by Seller are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Any claims by Buyer related to billing errors or adjustments shall be made in writing to Seller within ten (10) days from the invoice date or they are waived by Buyer. Any charges by Buyer in quantities or destination may result in a price adjustment by Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods, and any applicable transportation charges, shall apply only to that particular order of goods and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on the invoice. Payment shall be in the form of cash, check or wire transfer. Fortiline may refuse, in its sole discretion, payment or methods of payment by any means and without limitation. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentment of and request for payment of any check or other payment order issued to Seller by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any materials sold to Buyer where payment is outstanding, without notice or demand. Notwithstanding anything stated therein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received, paid by the drawee bank, and not avoidable as a bankruptcy preference. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing this account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than the maximum rate allowable by law in the State where suit is brought. Buyer agrees to pay Seller all costs and expenses of collection, suit, arbitration or other legal action, including all actual attorneys and paralegal fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings, mediations or arbitrations brought as a result of the commercial relationship between them. In any jurisdiction where a stated rate is required, reasonable attorney's fees shall be 15% of the outstanding balance.

Trust Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.

Credit Terms Issuance of any credit by Seller to Buyer shall be subject to the approval of Seller's credit department in its sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from Seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unavoidable Forces Seller shall not be liable for delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Force, the time for Seller's performance shall be extended reasonably, the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

Seller's Interpretation of Buyer's Plans Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer. Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM. COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PROFIT DOLLARS OF THE MATERIALS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agrees to be bound by these Terms.

Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law and Venue These Terms shall be construed and governed by the laws of North Carolina, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in Cabernus County, North Carolina, or at Seller's election, in the State to which the goods were delivered, consumed, or used, and Buyer hereby waives any right to object to such venue or to assert the inapplicability of such venue. Buyer consents to jurisdiction in the state courts sitting in Cabernus County, North Carolina, or at Seller's election, the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.



a MORSCO company

INVOICE

RECEIVED

INVOICE NUMBER: 5500633
 BILL OF LADING:
 INVOICE DATE: 11/22/21
 DUE DATE: 12/19/21

Please Remit Payment To:
 Fortiline, Inc.
 PO Box 744053
 Atlanta, GA 30384-4053
 Federal Tax ID# 67-0819190

Warehouse:
 FORTILINE KISSIMMEE
 731 DUNCAN AVENUE
 KISSIMMEE, FL 34744
 Telephone: 321-250-3199

7025 Northwinds Dr. NW
 Concord, NC 28027
 Payment Inquiries 704-788-9800

SOLD TO
 4739 1 AB 0.481 E0119 I0176 D8375578532 S2 P8669084 0003:0003

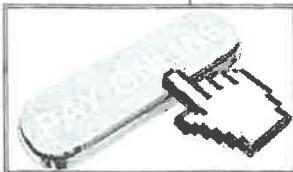
SHIP TO



PRESTON COVE CDD
 219 E LIVINGSTON ST
 ORLANDO FL 32801-1508

PRESTON COVE CDD
 5655 JONES RD
 SAINT CLOUD, FL 34771

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS		
067	5476363	5500633	Our Truck	226102	NET 30 DAYS		
PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
	PRESTON COVE	PRESTON	LWB	12/19/21	11/18/21		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
426HW	4" SDR26 PVC HW SEWER PIPE BID LINE # 00510	FT	2772	2772	0	2.7200	7,539.84
618G	6" C900 DR18 PIPE GREEN BID LINE # 00880	FT	1500	1500	0	10.1600	15,240.00
618B	6" C900 DR18 PIPE BLUE BID LINE # 01240	FT	40	40	0	6.3300	253.20
418B	4" C900 DR18 PIPE BLUE BID LINE # 01260	FT	220	220	0	4.9900	1,097.80



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>

Online Payments, View, and Download Invoices and Statements.

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

AMOUNT DUE	\$24,130.84
TAX	\$0.00
FREIGHT	\$0.00
OTHER	\$0.00
TOTAL DUE	\$24,130.84

TO VIEW AND PAY ONLINE

FORTILINE
TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Fortiline, Inc. and/or any parent, subsidiary, affiliate or business unit of Fortiline, Inc. (collectively, "Seller") to the Applicant, Guarantor(s) and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer; and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods Seller shall deliver the goods to Buyer itself or through a carrier of its choice. Seller shall use reasonable efforts to deliver the goods to Buyer at the location date and time specified mutually agreed upon by Buyer and Seller and specified in writing. If all goods are unavailable at the time of intended shipment, Seller may make partial deliveries of goods and ship the remainder as they become available. Seller cannot guarantee planned delivery dates, but will use reasonable efforts to meet them. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom.

Title and Risk of Loss Seller's responsibility for the goods sold under these Terms ceases upon its issuance of Bill of Lading or upon delivery of goods to Buyer or a common carrier, whichever occurs first. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed for the goods. Buyer hereby grants Seller a security interest in the goods sold by Seller to Buyer under these Terms and any proceeds thereof as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer and shall terminate upon Buyer's full payment of all amounts due Seller. Buyer authorizes Seller to file financing statements or other documents in Seller's sole opinion to perfect this security interest along with other notices, and will assist Seller in taking any other action that Seller deems necessary in its sole opinion to perfect and protect Seller's security interest.

Prices Quoted prices are subject to change without notice, and all quotations expire and become invalid if Buyer does not accept them within 30 days from the date of issue. Price extensions when granted by Seller are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Any claims by Buyer related to billing errors or adjustments shall be made in writing to Seller within ten (10) days from the invoice date or they are waived by Buyer. Any changes by Buyer in quantities or destination may result in a price adjustment by Seller. Prices shown do not include any taxes, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods, and any applicable transportation charges, shall apply only to that particular order of goods and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on the invoice. Payment shall be in the form of cash, check or wire transfer. Fortiline may refuse, in its sole discretion, payment or methods of payment by any means and without limitation. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentation of and request for payment of any check or other payment order issued to Seller by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any materials sold to Buyer where payment is outstanding, without notice or demand. Notwithstanding anything stated therein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received, paid by the drawee bank, and not avoidable as a bankruptcy preference. Seller may apply Buyer's payment against any open charges, within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than the maximum rate allowable by law in the State where suit is brought. Buyer agrees to pay Seller all costs and expenses of collection, suit, arbitration or other legal action, including all actual attorneys and paralegal fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings, mediations or arbitrations brought as a result of the commercial relationship between them. In any jurisdiction where a stated rate is required, reasonable attorney's fees shall be 15% of the outstanding balance.

Trust Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.

Credit Terms Issuance of any credit by Seller to Buyer shall be subject to the approval of Seller's credit department in its sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unavoidable Forces Seller shall not be liable for delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Force, the time for Seller's performance shall be extended reasonably, the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

Seller's Interpretation of Buyer's Plans Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer. Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PROFIT DOLLARS OF THE MATERIALS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agree to be bound by these Terms.

Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law and Venue These Terms shall be construed and governed by the laws of North Carolina, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in Cabarrus County, North Carolina, or at Seller's election, in the State to which the goods were delivered, consumed, or used, and Buyer hereby waives any right to object to such venue or to assert the inconvenience of such venue. Buyer consents to jurisdiction in the state courts sitting in Cabarrus County, North Carolina, or at Seller's election, the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.



a MORSCO company

INVOICE

INVOICE NUMBER: 5493775

BILL OF LADING:

INVOICE DATE: 11/23/21

DUE DATE: 12/22/21

Please Remit Payment To:

Fortiline, Inc.
PO Box 744053
Atlanta, GA 30384-4053
Federal Tax ID# 57-0819190

Warehouse:

FORTILINE WINTER GARDEN
822 MARYS PARK PLACE
WINTER GARDEN, FL 34787
Telephone: 407-287-7777



7025 Northwinds Dr. NW
Concord, NC 28027
Payment Inquiries 704-788-9800

RECEIVED

SOLD TO

3592 1 AB 0.461 E0157X ID254 D8378434146 S2 P8870082 0001:0001



PRESTON COVE CDD
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

SHIP TO

PRESTON COVE CDD
5655 JONES RD
SAINT CLOUD, FL 34771

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS		
054	5476363	5493775	Our Truck	226102	NET 30 DAYS		
PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
	PRESTON COVE	PRESTON	LWB	12/22/21	11/19/21		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
1218P	REUSE 12" C900 DR18 PIPE PURPLE BID LINE # 03300	FT	1280	1280	0	36.8700	47,193.60



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>

Online Payments, View and Download Invoices and Statements.

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

AMOUNT DUE	\$47,193.60
TAX	\$0.00
FREIGHT	\$0.00
OTHER	\$0.00
TOTAL DUE	\$47,193.60

FORTLINE

TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Fortline, Inc. and/or any parent, subsidiary, affiliate or business unit of Fortline, Inc. (collectively, "Seller") to the Applicant, Guarantor(s) and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods Seller shall deliver the goods to Buyer itself or through a carrier of its choice. Seller shall use reasonable efforts to deliver the goods to Buyer at the location date and time specified mutually agreed upon by Buyer and Seller and specified in writing. If all goods are unavailable at the time of intended shipment, Seller may make partial deliveries of goods and ship the remainder as they become available. Seller cannot guarantee planned delivery dates, but will use reasonable efforts to meet them. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom.

Title and Risk of Loss Seller's responsibility for the goods sold under these Terms ceases upon its issuance of Bill of Lading or upon delivery of goods to Buyer or a common carrier, whichever occurs first. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed for the goods. Buyer hereby grants Seller a security interest in the goods sold by Seller to Buyer under these Terms and any proceeds thereof as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer and shall terminate upon Buyer's full payment of all amounts due Seller. Buyer authorizes Seller to file financing statements or other documents in Seller's sole opinion to perfect this security interest along with other notices, and will assist Seller in taking any other action that Seller deems necessary in its sole opinion to perfect and protect Seller's security interest.

Prices Quoted prices are subject to change without notice, and all quotations expire and become invalid if Buyer does not accept them within 30 days from the date of issue. Price extensions when granted by Seller are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Any claims by Buyer related to billing errors or adjustments shall be made in writing to Seller within ten (10) days from the invoice date or they are waived by Buyer. Any changes by Buyer in quantities or destination may result in a price adjustment by Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods, and any applicable transportation charges, shall apply only to that particular order of goods and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on the invoice. Payment shall be in the form of cash, check or wire transfer. Fortline may refuse, in its sole discretion, payment or methods of payment by any means and without limitation. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentment of and request for payment of any check or other payment order issued to Seller by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any materials sold to Buyer where payment is outstanding, without notice or demand. Notwithstanding anything stated therein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received, paid by the drawee bank, and not avoidable as a bankruptcy preference. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than the maximum rate allowable by law in the State where suit is brought. Buyer agrees to pay Seller all costs and expenses of collection, suit, arbitration or other legal action, including all actual attorneys and paralegal fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings, mediations or arbitrations brought as a result of the commercial relationship between them. In any jurisdiction where a stated rate is required, reasonable attorney's fees shall be 15% of the outstanding balance.

Trust Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.

Credit Terms Issuance of any credit by Seller to Buyer shall be subject to the approval of Seller's credit department in its sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unavoidable Forces Seller shall not be liable for delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Force, the time for Seller's performance shall be extended reasonably, the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

Seller's Interpretation of Buyer's Plans Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer. Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. **SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PROFIT DOLLARS OF THE MATERIALS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.**

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agree to be bound by these Terms.

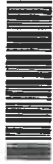
Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law and Venue These Terms shall be construed and governed by the laws of North Carolina, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in Cabarrus County, North Carolina, or at Seller's election, in the State to which the goods were delivered, consumed, or used, and Buyer hereby waives any right to object to such venue or to assert the inconvenience of such venue. Buyer consents to jurisdiction in the state courts sitting in Cabarrus County, North Carolina, or at Seller's election, the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.

INVOICE NUMBER: 5503166
 BILL OF LADING:
 INVOICE DATE: 11/30/21
 DUE DATE: 12/23/21



7025 Northwinds Dr. NW
 Concord, NC 28027
 Payment Inquiries 704-788-9800

Please Remit Payment To:

Fortiline, Inc.
 PO Box 744053
 Atlanta, GA 30384-4053
 Federal Tax ID# 57-0819190

Warehouse:

FORTILINE KISSIMMEE
 731 DUNCAN AVENUE
 KISSIMMEE, FL 34744
 Telephone: 321-250-3199

SOLD TO
 2319 1 AB 0.461 E0141 I0240 D8400161184 S2 P8881808 0002:0004



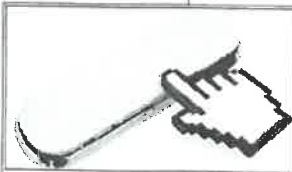
PRESTON COVE CDD
 219 E LIVINGSTON ST
 ORLANDO FL 32801-1508

SHIP TO

PRESTON COVE CDD
 5655 JONES RD
 SAINT CLOUD, FL 34771

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD		CUSTOMER NO		TERMS	
067	5476363	5503166	Our Truck		226102		NET 30 DAYS	
PO NO	JOB NAME		JOB NO		SLS	DUE DATE	SHIP DATE	
	PRESTON COVE		PRESTON		LWB	12/23/21	11/22/21	
PRODUCT NO	DESCRIPTION		UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
1218B	12" C900 DR18 PIPE BLUE BID LINE # 01200		FT	700	700	0	36.8700	25,809.00
1218P	12" C900 DR18 PIPE PURPLE BID LINE # 03300		FT	340	340	0	36.8700	12,535.80

RECEIVED



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>

Online Payments. View and Download Invoices and Statements.

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.
 SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

AMOUNT DUE	\$38,344.80
TAX	\$0.00
FREIGHT	\$0.00
OTHER	\$0.00
TOTAL DUE	\$38,344.80

FORTILINE

TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Fortiline, Inc. and/or any parent, subsidiary, affiliate or business unit of Fortiline, Inc. (collectively, "Seller") to the Applicant, Guarantor(s) and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods Seller shall deliver the goods to Buyer itself or through a carrier of its choice. Seller shall use reasonable efforts to deliver the goods to Buyer at the location date and time specified mutually agreed upon by Buyer and Seller and specified in writing. If all goods are unavailable at the time of intended shipment, Seller may make partial deliveries of goods and ship the remainder as they become available. Seller cannot guarantee planned delivery dates, but will use reasonable efforts to meet them. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom.

Title and Risk of Loss Seller's responsibility for the goods sold under these Terms ceases upon its issuance of Bill of Lading or upon delivery of goods to Buyer or a common carrier, whichever occurs first. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed for the goods. Buyer hereby grants Seller a security interest in the goods sold by Seller to Buyer under these Terms and any proceeds thereof as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer and shall terminate upon Buyer's full payment of all amounts due Seller. Buyer authorizes Seller to file financing statements or other documents in Seller's sole opinion to perfect this security interest along with other notices, and will assist Seller in taking any other action that Seller deems necessary in its sole opinion to perfect and protect Seller's security interest.

Prices Quoted prices are subject to change without notice, and all quotations expire and become invalid if Buyer does not accept them within 30 days from the date of issue. Price extensions when granted by Seller are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Any claims by Buyer related to billing errors or adjustments shall be made in writing to Seller within ten (10) days from the invoice date or they are waived by Buyer. Any changes by Buyer in quantities or destination may result in a price adjustment by Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods, and any applicable transportation charges, shall apply only to that particular order of goods and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on the invoice. Payment shall be in the form of cash, check or wire transfer. Fortiline may refuse, in its sole discretion, payment or methods of payment by any means and without limitation. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentment of and request for payment of any check or other payment order issued to Seller by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any materials sold to Buyer where payment is outstanding, without notice or demand. Notwithstanding anything stated therein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received, paid to the drawee bank, and not avoidable as a bankruptcy preference. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than the maximum rate allowable by law in the State where suit is brought. Buyer agrees to pay Seller all costs and expenses of collection, suit, arbitration or other legal action, including all actual attorneys and paralegal fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings, mediations or arbitrations brought as a result of the commercial relationship between them. In any jurisdiction where a stated rate is required, reasonable attorney's fees shall be 15% of the outstanding balance.

Trust Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or materials supplied by Seller.

Credit Terms Issuance of any credit by Seller to Buyer shall be subject to the approval of Seller's credit department in its sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from Seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unavoidable Forces Seller shall not be liable for delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Force, the time for Seller's performance shall be extended reasonably, the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

Seller's Interpretation of Buyer's Plans Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer. Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PROFIT DOLLARS OF THE MATERIALS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agrees to be bound by these Terms.

Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law and Venue These Terms shall be construed and governed by the laws of North Carolina, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in Cabarrus County, North Carolina, or at Seller's election, in the State to which the goods were delivered, consumed, or used, and Buyer hereby waives any right to object to such venue or to assert the inconvenience of such venue. Buyer consents to jurisdiction in the state courts sitting in Cabarrus County, North Carolina, or at Seller's election, the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.

FORTILINE WATERWORKS

a MORSCO company

INVOICE

INVOICE NUMBER: 5504010
 BILL OF LADING:
 INVOICE DATE: 11/30/21
 DUE DATE: 12/25/21

7025 Northwinds Dr. NW
 Concord, NC 28027
 Payment Inquiries 704-788-9800

Please Remit Payment To:

Fortiline, Inc.
 PO Box 744053
 Atlanta, GA 30384-4053
 Federal Tax ID# 57-0819190

Warehouse:

FORTILINE ORLANDO
 2291 W AIRPORT BLVD
 SANFORD, FL 32771
 Telephone: 407-688-9191

SOLD TO
 2319 1 AB 0.461 E0141 10242 D8400161188 S2 P8681808 0004:0004

SHIP TO

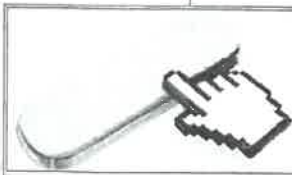


PRESTON COVE CDD
 219 E LIVINGSTON ST
 ORLANDO FL 32801-1508

PRESTON COVE CDD
 5655 JONES RD
 SAINT CLOUD, FL 34771

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS		
006	5476363	5504010	Our Truck	226102	NET 30 DAYS		
PC NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
	PRESTON COVE	PRESTON	LWB	12/25/21	11/24/21		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
618G	6" C900 DR18 PIPE GREEN BID LINE # 00880	FT	200	200	0	10.1600	2,032.00

RECEIVED



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>

Online Payments View and Download Invoices and Statements.

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

AMOUNT DUE	\$2,032.00
TAX	\$152.40
FREIGHT	\$0.00
OTHER	\$0.00
TOTAL DUE	\$2,184.40

FORTILINE

TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Fortiline, Inc. and/or any parent, subsidiary, affiliate or business unit of Fortiline, Inc. (collectively, "Seller") to the Applicant, Guarantor(s) and/or any parent, subsidiary, affiliate or business unit of the Applicant (collectively, "Buyer") are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These Terms, along with any terms and conditions identified in Seller's quotation, invoice or delivery ticket for specific goods, which are incorporated by reference herein, reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer purchase order, documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods Seller shall deliver the goods to Buyer itself or through a carrier of its choice. Seller shall use reasonable efforts to deliver the goods to Buyer at the location, date and time specified mutually agreed upon by Buyer and Seller and specified in writing. If all goods are unavailable at the time of intended shipment, Seller may make partial deliveries of goods and ship the remainder as they become available. Seller cannot guarantee planned delivery dates, but will use reasonable efforts to meet them. Delivery of materials to the construction site constitutes delivery to Buyer regardless of whether Buyer or its agent is on site at the time of delivery. Seller will not be liable for failure or delay in delivery for any reason, and Buyer hereby waives any claims for damages arising therefrom.

Title and Risk of Loss Seller's responsibility for the goods sold under these Terms ceases upon its issuance of Bill of Lading or upon delivery of goods to Buyer or a common carrier, whichever occurs first. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed for the goods. Buyer hereby grants Seller a security interest in the goods sold by Seller to Buyer under these Terms and any proceeds thereof as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer and shall terminate upon Buyer's full payment of all amounts due Seller. Buyer authorizes Seller to file financing statements or other documents in Seller's sole opinion to perfect this security interest along with other notices, and will assist Seller in taking any other action that Seller deems necessary in its sole opinion to perfect and protect Seller's security interest.

Prices Quoted prices are subject to change without notice, and all quotations expire and become invalid if Buyer does not accept them within 30 days from the date of issue. Price extensions when granted by Seller are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Any claims by Buyer related to billing errors or adjustments shall be made in writing to Seller within ten (10) days from the invoice date or they are waived by Buyer. Any changes by Buyer in quantities or destination may result in a price adjustment by Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods, and any applicable transportation charges, shall apply only to that particular order of goods and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods unless stated otherwise on the invoice. Payment shall be in the form of cash, check or wire transfer. Fortiline may refuse, in its sole discretion, payment or methods of payment by any means and without limitation. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentation of and request for payment of any check or other payment order issued to Seller by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. If Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable and Seller may suspend further performance under any order with Buyer. Seller may repossess and remove any materials sold to Buyer where payment is outstanding, without notice or demand. Notwithstanding anything stated therein to the contrary, any lien waiver or release executed by Seller related to the goods sold under these Terms shall only be effective to the extent payment is received, paid by the drawee bank, and not avoidable as a bankruptcy preference. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than the maximum rate allowable by law in the State where suit is brought. Buyer agrees to pay Seller all costs and expenses of collection, suit, arbitration or other legal action, including all actual attorneys and paralegal fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings, mediations or arbitrations brought as a result of the commercial relationship between them. In any jurisdiction where a stated rate is required, reasonable attorney's fees shall be 15% of the outstanding balance.

Trust Buyer agrees that all funds owed to or received by Buyer from any source, resulting from the labor or material supplied by Seller shall be held in trust for the benefit of Seller. Buyer agrees to promptly pay to Seller all such funds. Upon request, Buyer shall irrevocably assign to Seller its account receivable from anyone to the extent that such is resulting from the labor or material supplied by Seller.

Credit Terms Issuance of any credit by Seller to Buyer shall be subject to the approval of Seller's credit department in its sole discretion. If Seller determines in its sole discretion that Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from Seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer or any portion thereof. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unavoidable Forces Seller shall not be liable for delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials or labor used in connection with the goods. Upon occurrence of an Unavoidable Force, the time for Seller's performance shall be extended reasonably, the purchase price shall be adjusted for any increased costs to Seller resulting therefrom, and Buyer shall not be entitled to any other remedy.

Seller's Interpretation of Buyer's Plans Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Buyer. Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE. BUYER'S SOLE AND EXCLUSIVE WARRANTY FOR ANY GOODS SOLD UNDER THESE TERMS IS ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE GOODS. SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THESE TERMS IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING MATERIALS OR, AT SELLER'S SOLE OPTION, PAYMENT NOT TO EXCEED THE PROFIT DOLLARS OF THE MATERIALS FOR WHICH DAMAGES ARE CLAIMED. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, LIQUIDATED, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE ACTUALLY RECEIVED BY SELLER FOR THE GOODS. ALL CLAIMS BY BUYER AGAINST SELLER MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Orders Buyer specifically authorizes any of its employees and agents to purchase materials under these Terms, pick up materials, and sign for, deliver and receive ordered materials and invoices and delivery tickets for said materials and agrees to be bound by these Terms.

Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. Any returns for credit must be clean, unused and undamaged with original packaging and all original parts. No claims for shortage of goods or damage to goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees and agents from any claim, demand, loss, costs (including attorneys' fees) or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer, any negligent, intentional or tortious act or omission of Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law and Venue These Terms shall be construed and governed by the laws of North Carolina, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state court located in Cabarrus County, North Carolina, or at Seller's election, in the State to which the goods were delivered, consumed, or used, and Buyer hereby waives any right to object to such venue or to assert the inconvenience of such venue. Buyer consents to jurisdiction in the state courts sitting in Cabarrus County, North Carolina, or at Seller's election, in the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.



Invoice

Remit To:
Mack Industries, Inc.
PO Box 936468
Atlanta, GA 31193-6468

Deliver To: 1
Dan Eshleman
PRESTON COVE
TURNPIKE SOUTH TO SR 192 EAST GO
NORTH ON
NARCOOSSEE RD IN 3.75 MILES GO RIGHT
ON
JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124113
Invoice Date: 10/31/2021
Due Date: 11/30/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code: FL49EX

Invoice To: C024529 PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT
C/O GOVERNMENTAL MANAGEMENT SVCS
CENTRAL FL, LLC
219 EAST LIVINGSTON STREET
ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24719	21	F09720	CHAIN & EYEBOLT		60.000	0.00000	0.00
24540	143	F15124J	(SAN)MH,5'dia,Base,24"w/INV	128-03	1.000	7,337.00000	7,337.00
24540	144	F14050J	FLOWLINE,4' Diameter	128-03	1.000	265.00000	265.00
24540	145	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-03	3.000	0.00000	0.00
24540	146	F15296J	MH,5'dia,Riser,96"	128-03	1.000	0.00000	0.00
24540	147	F15284J	MH,5'dia,Riser,84"	128-03	1.000	0.00000	0.00
24540	148	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-03	1.000	0.00000	0.00
24538	307	F15296J	MH,5'dia,Riser,96"	128-28	1.000	0.00000	0.00
24538	308	F15272J	MH,5'dia,Riser,72"	128-28	1.000	0.00000	0.00
24538	309	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-28	1.000	0.00000	0.00
24538	316	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-30	1.000	3,464.00000	3,464.00
24538	317	F14050J	FLOWLINE,4' Diameter	128-30	1.000	175.00000	175.00
24538	318	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-30	1.000	0.00000	0.00
24538	319	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-30	1.000	0.00000	0.00
24490	321	F15136J	(SAN)MH,5'dia,Base,30"w/INV	128-31	1.000	6,732.00000	6,732.00
24490	322	F15050J	FLOWLINE,5' Diameter	128-31	1.000	265.00000	265.00
24490	323	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-31	3.000	0.00000	0.00
24490	324	F15272J	MH,5'dia,Riser,72"	128-31	1.000	0.00000	0.00
24490	325	F15260J	MH,5'dia,Riser,60"	128-31	1.000	0.00000	0.00
24490	326	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-31	1.000	0.00000	0.00
24490	328	F15136J	(SAN)MH,5'dia,Base,36"w/INV	128-32	1.000	6,002.00000	6,002.00
24490	329	F15050J	FLOWLINE,5' Diameter	128-32	1.000	265.00000	265.00
24490	330	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-32	3.000	0.00000	0.00
24538	331	F15296J	MH,5'dia,Riser,96"	128-32	1.000	0.00000	0.00
24514	332	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-32	1.000	0.00000	0.00
24514	334	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-33	1.000	3,464.00000	3,464.00
24514	335	F14050J	FLOWLINE,4' Diameter	128-33	1.000	175.00000	175.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124113
Invoice Date: 10/31/2021
Due Date: 11/30/2021
Order No.: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code:

Invoice To: C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24514	336	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-33	1.000	0.00000	0.00
24514	338	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-34	1.000	3,501.00000	3,501.00
24514	339	F14050J	FLOWLINE,4' Diameter	128-34	1.000	175.00000	175.00
24514	340	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-34	1.000	0.00000	0.00
24514	341	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-34	2.000	0.00000	0.00
24514	342	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-34	1.000	0.00000	0.00
24514	344	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-35	1.000	3,501.00000	3,501.00
24514	345	F14050J	FLOWLINE,4' Diameter	128-35	1.000	175.00000	175.00
24514	346	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-35	1.000	0.00000	0.00
24514	347	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-35	1.000	0.00000	0.00
24514	348	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-35	1.000	0.00000	0.00
24514	350	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-36	1.000	3,464.00000	3,464.00
24514	351	F14050J	FLOWLINE,4' Diameter	128-36	1.000	175.00000	175.00
24514	352	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-36	3.000	0.00000	0.00
24514	353	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-36	1.000	0.00000	0.00
24514	354	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36" Opening	128-36	1.000	0.00000	0.00
24514	356	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-37	1.000	3,464.00000	3,464.00
24514	357	F14050J	FLOWLINE,4' Diameter	128-37	1.000	175.00000	175.00
24514	358	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-37	2.000	0.00000	0.00
24514	359	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-37	1.000	0.00000	0.00
24622	361	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-38	1.000	3,464.00000	3,464.00
24622	362	F14050J	FLOWLINE,4' Diameter	128-38	1.000	175.00000	175.00
24622	363	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-38	1.000	0.00000	0.00
24622	364	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-38	3.000	0.00000	0.00
24622	365	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-38	1.000	0.00000	0.00
24622	367	F15124J	(SAN)MH,5'dia,Base,24"w/INV	128-39	1.000	5,646.00000	5,646.00
24622	368	F15050J	FLOWLINE,5' Diameter	128-39	1.000	265.00000	265.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124113
Invoice Date: 10/31/2021
Due Date: 11/30/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code:

Invoice To:C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24622	369	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-39	2.000	0.00000	0.00
24622	370	F15296J	MH,5'dia,Riser,96"	128-39	1.000	0.00000	0.00
24622	371	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-39	1.000	0.00000	0.00
24622	373	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INP	128-40	1.000	4,329.00000	4,329.00
24622	374	F14050J	FLOWLINE,4' Diameter	128-40	1.000	175.00000	175.00
24622	375	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-40	4.000	0.00000	0.00
24461	523	F23168J	(H-CS)H Base,6"w,32"	CS-E	1.000	6,732.00000	6,732.00
24461	524	F23990J	H Collar,6"w,62"	CS-E	1.000	0.00000	0.00
24461	527	F21133J	(D-CS)D Base,6"w,21"	CS-F	1.000	4,607.00000	4,607.00
24461	528	F21236CJ	D Collar,6"w,57"	CS-F	1.000	0.00000	0.00
24774	531	F21186J	V Base,6"w,63"	S1	1.000	2,021.00000	2,021.00
24774	532	F21283CJ	V Collar,6"w,24"	S1	1.000	0.00000	0.00
24774	534	F21186J	V Base,6"w,66"	S2	1.000	2,021.00000	2,021.00
24774	535	F21283CJ	V Collar,6"w,24"	S2	1.000	0.00000	0.00
24817	537	F13318J	(JMH)58x60,Base,70",F.T	S3	1.000	2,913.00000	2,913.00
24817	538	F13345R	TS,76x76",48"OS,TNG	S3	1.000	0.00000	0.00
24817	539	F14248	MH,4'dia,Riser,5"w,48"	S3	1.000	0.00000	0.00
24817	540	F14103	TS,58"dia,Bell,24"OS	S3	1.000	0.00000	0.00
24817	543	F21186J	V Base,6"w,66"	S4	1.000	2,021.00000	2,021.00
24817	544	F21284CJ	V Collar,6"w,36"	S4	1.000	0.00000	0.00
24817	546	F21186J	V Base,6"w,66"	S5	1.000	2,021.00000	2,021.00
24817	557	F22186J	V Box,6"w,65"	S9	1.000	2,021.00000	2,021.00
24774	559	F16184J	(JMH)MH,6'dia,Base,85",F.T	S10	1.000	2,913.00000	2,913.00
24774	560	F16910	TS,88"dia,24"OS	S10	1.000	0.00000	0.00
24446	563	F15160J	(JMH)MH,5'dia,Base,68"	S11	1.000	2,913.00000	2,913.00
24446	564	F15336	MH,5'dia,Cone,Ecc,36"	S11	1.000	0.00000	0.00
24561	567	F13318J	(V-J)58x60,Base,66",F.T	S12	1.000	3,956.00000	3,956.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124113
Invoice Date: 10/31/2021
Due Date: 11/30/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code:

Invoice To: C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24561	568	F13345SVJ	TS,76x76",SVJ PAN	S12	1.000	0.00000	0.00
24561	569	F21285CJ	V Collar,6"w,44",F.B	S12	1.000	0.00000	0.00
24561	571	F21186J	V Base,6"w,66"	S13	1.000	2,021.00000	2,021.00
24561	572	F21285CJ	V Collar,6"w,49"	S13	1.000	0.00000	0.00
24561	591	F13318J	(V-J)58x60,Base,70",F.T	S19	1.000	3,856.00000	3,856.00
24561	592	F13345SVJ	TS,76x76",SVJ PAN	S19	1.000	0.00000	0.00
24472	595	F13119J	(JMH)4x6.5',Base,8"w,84",F.T	S20	1.000	2,913.00000	2,913.00
24472	596	F13145R	TS,64x94",48"OS,TNG	S20	1.000	0.00000	0.00
24472	597	F14424	MH,4'dia,Cone,Ecc,5"w,24"	S20	1.000	0.00000	0.00
24472	616	F14124FJ	(P5CI)MH,4'dia,FT Base,5"w,26"	S25	1.000	977.00000	977.00
24461	631	F16184J	(J6CI)MH,6'dia,Base,89",F.T	S29	1.000	3,307.00000	3,307.00
24461	632	F16920R	TS,88"dia,48"OS,TNG	S29	1.000	0.00000	0.00
24698	636	F13118J	(J6CI)4x6.5',Base,8"w,70",F.T	S30	1.000	3,307.00000	3,307.00
24698	637	F13145	TS,64x94",48"CTR	S30	1.000	0.00000	0.00
24698	648	F13518J	(V-J)6x6',Base,8"w,72",F.T	S33	1.000	956.00000	956.00
24698	649	F13545SVJ	TS,88x88",SVJ PAN	S33	1.000	0.00000	0.00
24493	702	F16172J	(V-J)MH,6'dia,Base,70",F.T	S51	1.000	3,956.00000	3,956.00
24493	708	F13519J	(V-J)6x6',Base,8"w,84",F.T	S53	1.000	3,956.00000	3,956.00
24493	709	F13545SVJ	TS,88x88",SVJ PAN	S53	1.000	0.00000	0.00
24497	710	F21285CJ	V Collar,6"w,48",F.B	S53	1.000	0.00000	0.00
24497	716	F13621J	(J6CI)6x8',Base,8"w,92",F.T	S54	1.000	3,307.00000	3,307.00
24497	717	F13645R	TS,88x112",Reducing	S54	1.000	0.00000	0.00
24497	718	F14232J	MH,4'dia,Riser,5"w,39",F.T	S54	1.000	0.00000	0.00
24497	721	F14148J	(P6CI)MH,4'dia,Base,5"w,48"	S55	1.000	977.00000	977.00
24641	725	F13221J	(J6CI)4x8',Base,8"w,92",F.T	S56	1.000	3,307.00000	3,307.00
24641	726	F13245R	TS,64x112",48"OS,TNG	S56	1.000	0.00000	0.00
24641	727	F14248J	MH,4'dia,Riser,5"w,35",F.T	S56	1.000	0.00000	0.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124113
Invoice Date: 10/31/2021
Due Date: 11/30/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code:

Invoice To: C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24627	734	F13721J	(J6CI)8x8',Base,8"w,92",F.T	S57	1.000	3,307.00000	3,307.00
24627	735	F13745R	TS,112x112",48"OS,TNG	S57	1.000	0.00000	0.00
24627	736	F14232J	MH,4'dia,Riser,5"w,35",F.T	S57	1.000	0.00000	0.00
24641	739	F14148FJ	(P5CI)MH,4'dia,FT Base,5"w,44"	S57A	1.000	977.00000	977.00
24807	742	F13721J	(JMH)8x8',Base,8"w,92",F.T	S58	1.000	2,913.00000	2,913.00
24807	743	F13745R	TS,112x112",48"OS,TNG	S58	1.000	0.00000	0.00
24641	744	F14272	MH,4'dia,Riser,5"w,72"	S58	1.000	0.00000	0.00
24641	745	F14418	MH,4'dia,Cone,Ecc,5"w,18"	S58	1.000	0.00000	0.00
24719	753	F14248J	MH,4'dia,Riser,5"w,47",F.T	S60	1.000	0.00000	0.00
24719	756	F13118J	(J5CI)4x6.5',Base,8"w,72",F.T	S61	1.000	3,192.00000	3,192.00
24719	758	F14248J	MH,4'dia,Riser,5"w,50",F.T	S61	1.000	0.00000	0.00
24807	764	F14160FJ	(P5CI)MH,4'dia,FT Base,5"w,54"	S63	1.000	977.00000	977.00
24719	767	F14160FJ	(P6CI)MH,4'dia,FT Base,5"w,53"	S64	1.000	977.00000	977.00
24719	776	F14172FJ	(P6CI)MH,4'dia,FT Base,5"w,75"	S67	1.000	977.00000	977.00
24719	785	F14160FJ	(P6CI)MH,4'dia,FT Base,5"w,67"	S69	1.000	977.00000	977.00
24719	788	F21126J	C Base,6"w,55"	S70	1.000	793.00000	793.00
24757	813	F13721J	(J6CI)8x8',Base,8"w,92",F.T	S77	1.000	3,307.00000	3,307.00
24757	814	F13745R	TS,112x112",48"OS,TNG	S77	1.000	0.00000	0.00
24757	815	F14260J	MH,4'dia,Riser,5"w,58",F.T	S77	1.000	0.00000	0.00
24446	839	F13221J	(J6CI)4x8',Base,8"w,92",F.T	S82	1.000	3,307.00000	3,307.00
24446	840	F13245R	TS,64x112",48"OS,TNG	S82	1.000	0.00000	0.00
24803	850	F18196J	(JMH)MH,8'dia,Base,96",F.T	S82B	1.000	2,913.00000	2,913.00
24803	851	F18920R	TS,116"dia,48"OS,TNG	S82B	1.000	0.00000	0.00
24803	852	F14248	MH,4'dia,Riser,5"w,48"	S82B	1.000	0.00000	0.00
24803	853	F14418	MH,4'dia,Cone,Ecc,5"w,18"	S82B	1.000	0.00000	0.00



Invoice

Remit To:
Mack Industries, Inc.
PO Box 936468
Atlanta, GA 31193-6468

Deliver To: 1
Dan Eshleman
PRESTON COVE
TURNPIKE SOUTH TO SR 192 EAST GO
NORTH ON
NARCOOSSEE RD IN 3.75 MILES GO RIGHT
ON
JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124113
Invoice Date: 10/31/2021
Due Date: 11/30/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code:

Invoice To:C024529 PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT
C/O GOVERNMENTAL MANAGEMENT SVCS
CENTRAL FL, LLC
219 EAST LIVINGSTON STREET
ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN Item	Description	Structure	Quantity	Unit Price	Net Price
-----	---------	-------------	-----------	----------	------------	-----------

Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
please email: billing@mackconcrete.com or call locally 352-742-2333
"Serving the Construction Industry since 1932"

Sales Amount	148,424.00
Misc Charges	0.00
Freight	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	148,424.00

Wire To: WELLS FARGO - A/R
Bank Transit Number:
Account Number: 4124597048
Cust PO:1002/PRESTON COVE

Meadowbrook Acres of South-Central
Florida, Inc.
8916 County Rd 728
FL US
victoria@meadowbrookacres.com



INVOICE

BILL TO

c/o Governmental Management
Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

INVOICE # 4577
DATE 12/08/2021
DUE DATE 01/07/2022
TERMS Net 30

SUBDIVISION
Preston Cove CDD

ORDERED BY
Dan Eshleman

LOT/ADDRESS
5655 Jones Rd. St Cloud

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Preston Cove Community Development District 5655 Jones Road St. Cloud, FL 34771			
	First Draw - 30% of Contract Price			
Bahia Sod	Installation of Bahia Sod on pond slopes.	0.30	89,444.70	26,833.41
Services	Water truck for one month	0.30	8,800.00	2,640.00
Grading	Final grading	0.30	10,500.00	3,150.00
	Balance of Contract = \$ 76,121.29			

BALANCE DUE

\$32,623.41

Meadowbrook Acres of South-Central
Florida, Inc.
8916 County Rd 728
FL US
victoria@meadowbrookacres.com



INVOICE

BILL TO

c/o Governmental Management
Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

INVOICE # 4654
DATE 12/27/2021
DUE DATE 01/26/2022
TERMS Net 30

SUBDIVISION Preston Cove CDD	ORDERED BY Dan Eshleman	LOT/ADDRESS 5655 Jones Rd. St Cloud
--	-----------------------------------	---

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Preston Cove Community Development District 5655 Jones Road St. Cloud, FL 34771			
Bahia Sod	Installation of Bahia Sod on pond slopes.	0.30	89,444.70	26,833.41
Services	Water truck for one month	0.30	8,800.00	2,640.00
Grading	Final grading	0.30	10,500.00	3,150.00
	Balance of Contract as of 12/27/21 = \$ 43,497.88			

BALANCE DUE **\$32,623.41**

**Preston Cove
Community Development District**

**Construction
Funding Request #7**

February 9, 2022

PAYEE	GENERAL FUND
1 Mack Industries Inv# MCI000124220 - PO#1002	\$99,465.00
TOTAL	\$99,465.00

Hanson, Walter & Associates, Inc.

Authorized Agent: Shawn Hindle

Date: 2-9-2022

Please make check payable to:

Preston Cove Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822



Invoice

Remit To: Mack Industries, Inc. PO Box 936468 Atlanta, GA 31193-6468	Deliver To: 1 Dan Eshleman PRESTON COVE TURNPIKE SOUTH TO SR 192 EAST GO NORTH ON NARCOOSSEE RD IN 3.75 MILES GO RIGHT ON JONES ROAD JOB WILL BE ON THE LEFT IN	Invoice No.: MCI000124220 Invoice Date: 11/8/2021 Due Date: 12/8/2021 Order No: DF00024377 Salesperson: Gregory Knotts Cust PO: 1002/PRESTON COVE Payment Terms: NET 30 DAYS Currency: USD Tax Code: FL49EX
Invoice To: C024529 PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT C/O GOVERNMENTAL MANAGEMENT SVCS CENTRAL FL, LLC 219 EAST LIVINGSTON STREET ORLANDO FL 32801		

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24326	17	F51019	SEALANT,CS-102 1-1/4" x 14.5'		92.000	0.00000	0.00
25075	263	F14272	MH,4'dia,Riser,5"w,72"	128-21	1.000	0.00000	0.00
25075	282	F15272J	MH,5'dia,Riser,72"	128-24	1.000	0.00000	0.00
25075	376	F14272	MH,4'dia,Riser,5"w,72"	128-40	1.000	0.00000	0.00
25075	377	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-40	1.000	0.00000	0.00
25075	397	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-44	1.000	3,850.00000	3,850.00
25075	398	F14050J	FLOWLINE,4' Diameter	128-44	1.000	175.00000	175.00
25075	399	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-44	3.000	0.00000	0.00
25075	400	F14232	MH,4'dia,Riser,5"w,32"	128-44	1.000	0.00000	0.00
25075	401	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-44	1.000	0.00000	0.00
25075	403	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-45	1.000	3,501.00000	3,501.00
25075	404	F14050J	FLOWLINE,4' Diameter	128-45	1.000	175.00000	175.00
25075	405	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-45	1.000	0.00000	0.00
25075	406	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-45	2.000	0.00000	0.00
25075	407	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-45	1.000	0.00000	0.00
25051	409	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-46	1.000	3,850.00000	3,850.00
25051	410	F14050J	FLOWLINE,4' Diameter	128-46	1.000	175.00000	175.00
25051	411	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-46	1.000	0.00000	0.00
25051	412	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-46	1.000	0.00000	0.00
25051	413	F14232	MH,4'dia,Riser,5"w,32"	128-46	1.000	0.00000	0.00
25051	414	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-46	1.000	0.00000	0.00
25051	416	F14136J	(SAN)MH,4'dia,Base,5"w,36"w/INV	128-47	1.000	3,867.00000	3,867.00
25051	417	F14050J	FLOWLINE,4' Diameter	128-47	1.000	175.00000	175.00
25051	418	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-47	3.000	0.00000	0.00
25051	419	F14216	MH,4'dia,Riser,5"w,16"	128-47	1.000	0.00000	0.00
25051	420	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36" Opening	128-47	1.000	0.00000	0.00
25051	422	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-48	1.000	3,850.00000	3,850.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124220
Invoice Date: 11/8/2021
Due Date: 12/8/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code:

Invoice To: C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
25051	423	F14050J	FLOWLINE,4' Diameter	128-48	1.000	175.00000	175.00
25051	424	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-48	2.000	0.00000	0.00
25051	425	F14232	MH,4'dia,Riser,5"w,32"	128-48	1.000	0.00000	0.00
25051	426	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36"Opening	128-48	1.000	0.00000	0.00
25051	469	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-55	1.000	3,501.00000	3,501.00
25051	470	F14050J	FLOWLINE,4' Diameter	128-55	1.000	175.00000	175.00
25051	471	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-55	1.000	0.00000	0.00
25051	472	F14418Z	MH,4'dia,Cone,Ecc,5"w,18",36"Opening	128-55	1.000	0.00000	0.00
25051	479	F14124J	(SAN)MH,4'dia,Base,5"w,24"w/INV	128-57	1.000	3,501.00000	3,501.00
25051	480	F14050J	FLOWLINE,4' Diameter	128-57	1.000	175.00000	175.00
25051	481	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-57	2.000	0.00000	0.00
25051	482	F14424Z	MH,4'dia,Cone,Ecc,5"w,24",36"Opening	128-57	1.000	0.00000	0.00
25041	489	F15136J	(SAN)MH,5'dia,Base,30"w/INV	128-59	1.000	6,732.00000	6,732.00
25041	490	F15050J	FLOWLINE,5' Diameter	128-59	1.000	265.00000	265.00
25041	491	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-59	2.000	0.00000	0.00
25041	492	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-59	1.000	0.00000	0.00
25041	493	F15272J	MH,5'dia,Riser,72"	128-59	1.000	0.00000	0.00
25041	494	F15260J	MH,5'dia,Riser,60"	128-59	1.000	0.00000	0.00
25041	495	F15333	MH,5'dia,Cone,Ecc,33",36" Opening	128-59	1.000	0.00000	0.00
25041	497	F15136J	(SAN)MH,5'dia,Base,30"w/INV	128-60	1.000	5,646.00000	5,646.00
25041	498	F15050J	FLOWLINE,5' Diameter	128-60	1.000	265.00000	265.00
25041	499	F73356	BOOT,KOR-N-SEAL,S406-12AWP	128-60	2.000	0.00000	0.00
25041	500	F73376	BOOT,KOR-N-SEAL,S106-7MWS	128-60	1.000	0.00000	0.00
24951	512	F21245CJ	E Collar,6"w,47"	CS-B	1.000	0.00000	0.00
24951	519	F23173J	(H-CS)H Base,6"w,80"	CS-D	1.000	6,732.00000	6,732.00
24951	552	F21185J	V Base,6"w,53"	S7	1.000	2,021.00000	2,021.00
24951	602	F13519J	(V-J)6x6',Base,8"w,84",F.T	S22	1.000	3,956.00000	3,956.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124220
Invoice Date: 11/8/2021
Due Date: 12/8/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code:

Invoice To: C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24918	603	F13545SVJ	TS,88x88",SVJ PAN	S21	1.000	0.00000	0.00
24918	604	F21284CJ	V Collar,6"w,37",F.B	S21	1.000	0.00000	0.00
25266	623	F14148FJ	(P5C)MH,4'dia,FT Base,5"w,51"	S27	1.000	977.00000	977.00
25266	633	F14232J	MH,4'dia,Riser,5"w,28",F.T	S29	1.000	0.00000	0.00
24918	644	F15148J	(JMH)MH,5'dia,Base,43"	S32	1.000	2,913.00000	2,913.00
24918	645	F15336	MH,5'dia,Cone,Ecc,36"	S32	1.000	0.00000	0.00
24918	655	F16184J	(JMH)MH,6'dia,Base,80",F.T	S35	1.000	2,913.00000	2,913.00
24918	656	F16920R	TS,88"dia,48"OS,TNG	S35	1.000	0.00000	0.00
25266	657	F14272	MH,4'dia,Riser,5"w,72"	S35	1.000	0.00000	0.00
25266	658	F14424	MH,4'dia,Cone,Ecc,5"w,24"	S35	1.000	0.00000	0.00
24883	684	F22186J	V Box,6"w,63"	S44	1.000	2,021.00000	2,021.00
24883	686	F22186J	V Box,6"w,61"	S45	1.000	2,021.00000	2,021.00
24883	791	F12316J	(J6CI)4x4,Base,6"w,66",F.T	S71	1.000	3,307.00000	3,307.00
24883	794	F13318J	(V-J)58x60,Base,70",F.T	S72	1.000	3,956.00000	3,956.00
24883	795	F13345SVJ	TS,76x76",SVJ PAN	S72	1.000	0.00000	0.00
24883	796	F21283CJ	V Collar,6"w,16",F.B	S72	1.000	0.00000	0.00
24955	798	F13318J	(JMH)58x60,Base,70",F.T	S73	1.000	2,913.00000	2,913.00
24955	799	F13345R	TS,76x76",48"OS,TNG	S73	1.000	0.00000	0.00
24955	800	F14436	MH,4'dia,Cone,Ecc,5"w,36"	S73	1.000	0.00000	0.00
24955	809	F14172J	(P6CI)MH,4'dia,Base,5"w,75"	S76	1.000	977.00000	977.00
24955	810	F14248J	MH,4'dia,Riser,5"w,51",F.T	S76	1.000	0.00000	0.00
24955	818	F14148J	(P5CI)MH,4'dia,Base,5"w,48"	S79	1.000	977.00000	977.00
24955	819	F14248J	MH,4'dia,Riser,5"w,43",F.T	S79	1.000	0.00000	0.00
24937	822	F13221J	(J5CI)4x8',Base,8"w,92",F.T	S80	1.000	3,213.00000	3,213.00
24937	823	F13245R	TS,64x112",48"OS,TNG	S80	1.000	0.00000	0.00
24955	827	F14148J	(P6CI)MH,4'dia,Base,5"w,48"	S81	1.000	977.00000	977.00
24955	828	F14248J	MH,4'dia,Riser,5"w,53",F.T	S81	1.000	0.00000	0.00

MACK CONCRETE INDUSTRIES DIV OF MACK INDUSTRIES INC, 23902 COUNTY ROAD 561, PO BOX 157, ASTATULA, FL, 34705,

www.mackconcrete.com



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124220
Invoice Date: 11/8/2021
Due Date: 12/8/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code:

Invoice To: C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
24937	831	F14172J	(PMH)MH,4'dia,Base,5"w,75"	S81A	1.000	854.00000	854.00
24937	832	F14332	MH,4'dia,Cone,5"w,30"	S81A	1.000	0.00000	0.00
24937	883	F14148FJ	(P5CI)MH,4'dia,FT Base,5"w,43"	S89A	1.000	977.00000	977.00
24937	886	F14148J	(P6CI)MH,4'dia,Base,5"w,48"	S90	1.000	977.00000	977.00
25266	968	F22156J	F Box,6"w,64"	S108	1.000	1,808.00000	1,808.00
25266	970	F14172J	(PMH)MH,4'dia,Base,5"w,75"	S109	1.000	997.00000	997.00
25266	971	F14424	MH,4'dia,Cone,Ecc,5"w,24"	S109	1.000	0.00000	0.00
25266	974	F22156J	F Box,6"w,64"	S110	1.000	1,808.00000	1,808.00
25266	976	F14148FJ	(P5CI)MH,4'dia,FT Base,5"w,44"	S111	1.000	977.00000	977.00
25263	986	F21156J	F Base,6"w,66"	S116	1.000	1,808.00000	1,808.00
25263	987	F21256CJ	F Collar,6"w,59"	S116	1.000	0.00000	0.00
25263	989	F13518J	(JMH)6x6',Base,8"w,72",F.T	S117	1.000	2,913.00000	2,913.00
25263	990	F13545R	TS,88x88",48"OS,TNG	S117	1.000	0.00000	0.00
25263	991	F14248	MH,4'dia,Riser,5"w,48"	S117	1.000	0.00000	0.00
25263	992	F14424	MH,4'dia,Cone,Ecc,5"w,24"	S117	1.000	0.00000	0.00
25312	995	F16172J	(F-J)MH,6'dia,Base,72",F.T	S118	1.000	3,506.00000	3,506.00
25312	997	F21256J	F Riser,6"w,57",F.B	S118	1.000	0.00000	0.00
25312	100	F13119J	(JMH)4x6.5',Base,8"w,84",F.T	S200	1.000	2,913.00000	2,913.00
25312	100	F14424	MH,4'dia,Cone,Ecc,5"w,24"	S200	1.000	0.00000	0.00



Invoice

Remit To:
 Mack Industries, Inc.
 PO Box 936468
 Atlanta, GA 31193-6468

Deliver To: 1
 Dan Eshleman
 PRESTON COVE
 TURNPIKE SOUTH TO SR 192 EAST GO
 NORTH ON
 NARCOOSSEE RD IN 3.75 MILES GO RIGHT
 ON
 JONES ROAD JOB WILL BE ON THE LEFT IN

Invoice No.: MCI000124220
Invoice Date: 11/8/2021
Due Date: 12/8/2021
Order No: DF00024377
Salesperson: Gregory Knotts
Cust PO: 1002/PRESTON COVE
Payment Terms: NET 30 DAYS
Currency: USD
Tax Code:

Invoice To:C024529 PRESTON COVE COMMUNITY
 DEVELOPMENT DISTRICT
 C/O GOVERNMENTAL MANAGEMENT SVCS
 CENTRAL FL, LLC
 219 EAST LIVINGSTON STREET
 ORLANDO FL 32801

Job Name: PRESTON COVE

BOL	LN	Item	Description	Structure	Quantity	Unit Price	Net Price
-----	----	------	-------------	-----------	----------	------------	-----------

Special Instructions:

Thank you! We appreciate your business. For billing inquiries,
 please email: billing@mackconcrete.com or call locally 352-742-2333
 "Serving the Construction Industry since 1932"

Sales Amount	99,465.00
Misc Charges	0.00
Freight	0.00
Surcharge	0.00
Prepaid Amount	0.00
Sales Tax	0.00
Total	99,465.00

Wire To: WELLS FARGO - A/R
 Bank Transit Number:
 Account Number: 4124597048
 Cust PO:1002/PRESTON COVE