WEST VILLAGES IMPROVEMENT DISTRICT

CITY OF NORTH PORT SARASOTA COUNTY
REGULAR BOARD MEETING
MAY 10, 2018
11:00 A.M.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.westvillagesid.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile
A. Call to Order

B. Proof of Publication…………………………………………………………………………….Page 1

C. Establish Quorum

D. Additions or Deletions

E. Comments from the Public

F. Approval of Minutes
   1. April 12, 2018 Regular Board Meeting……………………………………………………..Page 2

G. General District Matters
   1. Consider Approval of Change Order No. 1 Under Work Authorization No. 33 (District Proper, Units 1, 2, 3, 4, & 5) for General Engineering Services for FY 2017/2018………Page 8
      • Audience Comments

H. Unit of Development No. 1
   1. Consider Approval of Change Order No. 3 to Fredrick Derr & Company, Inc. for Preto Boulevard Improvements…………………………………………………………Page 12
      • Audience Comments
   2. Consider Approval of Change Order No. 4 to Fredrick Derr & Company, Inc. for Preto Boulevard Improvements…………………………………………………………Page 16
      • Audience Comments

I. Unit of Development No. 2

J. Unit of Development No. 3
   1. Consider Approval of Conveyance of Irrigation Infrastructure………………………….Page 23
      • Audience Comments
      • Audience Comments

K. Unit of Development No. 4
   1. Consider Approval of Change Order No. 1 Under Work Authorization No. 22 Oasis – for Bidding and Construction Phase Services……………………………………….Page 48
      • Audience Comments
   2. Consider Approval of Change Order No. 4 to Stadium Construction Agreement………Page 51
      • Audience Comments
L. Unit of Development No. 5
   1. Consider Approval of Authorization to Bid US 41/WV Intersection Improvements
      • Audience Comments

M. Future Units of Development
   1. Wastewater Treatment Facility
      a. Consider Approval of Change Order No. 1 Regarding GMP #2 for WWTP
         Construction Contract
         • Audience Comments
      b. Consider Approval of Kimley Horn Agreement for Engineering Services
         Relative to WWTP
         • Audience Comments
      c. Consider Approval of Kimley Horn Work Authorization No. 1 for WWTP Services
         • Audience Comments

N. Administrative Matters
   1. Operations Manager Report
   2. Miscellaneous Consultant Reports

O. Board Member Comments

P. Adjourn
WEST VILLAGES
IMPROVEMENT DISTRICT
NOTICE OF REGULAR BOARD MEETING
NOTICE IS HEREBY GIVEN that the Board of Supervisors of the West Villages Improvement District will hold a Regular Board Meeting on May 10, 2018, at 11:00 a.m. in the Chambers of the City of North Port located at 4970 City Hall Boulevard, North Port, Florida 34286.
The purpose of the Regular Board Meeting is to conduct any business properly coming before the Board. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922.
From time to time one or more Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. The Regular Board Meeting may be continued as found necessary to a time and date specified on the record.
If any person decides to appeal any decision made with respect to any matter considered at this Regular Board Meeting, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.
In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact the District Manager at (561) 630-4922 and/or toll free 1-877-737-4922 at least seven (7) days prior to the date of the meeting.
Meetings may be cancelled from time to time without advertised notice.
WEST VILLAGES IMPROVEMENT DISTRICT
www.westvillagesid.org
PUBLISH: SARASOTA HERALD TRIBUNE 05/01/18
A. CALL TO ORDER
The Regular Board Meeting of the West Villages Improvement District of April 12, 2018, was called to order at 11:01 a.m. in the City of North Port, 4970 City Hall Boulevard, North Port, Florida 34286.

B. PROOF OF PUBLICATION
Proof of publication was presented that showed that notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on March 29, 2018, as legally required.

C. ESTABLISH A QUORUM
It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

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<thead>
<tr>
<th></th>
<th>Name</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman</td>
<td>Martin Black</td>
<td>Absent</td>
</tr>
<tr>
<td>Vice Chairman</td>
<td>David Koon</td>
<td>Absent</td>
</tr>
<tr>
<td>Supervisor</td>
<td>David Russo</td>
<td>Present</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Mac McCraw</td>
<td>Present</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Bob Rossman</td>
<td>Present</td>
</tr>
</tbody>
</table>

Staff members in attendance were:

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>District Manager</td>
<td>Todd Wodraska</td>
<td>Special District Services, Inc.</td>
</tr>
<tr>
<td>District Counsel</td>
<td>Lindsay Whelan</td>
<td>Hopping, Green &amp; Sams</td>
</tr>
<tr>
<td>District Engineer</td>
<td>Mike Kennedy</td>
<td>Stantec</td>
</tr>
</tbody>
</table>

D. ADDITIONS OR DELETIONS TO THE AGENDA
Mr. Rossman requested the addition of Item J3, entitled:

*Discussion Regarding Gran Paradiso Maintenance Agreement and Enforcement*

There were no objections.

E. COMMENTS FROM THE PUBLIC
There were no comments from the public.

F. APPROVAL OF MINUTES
1. March 8, 2018, Regular Board Meeting
The March 8, 2018, Regular Board Meeting minutes were presented for approval.
A motion was made by Mr. Rossman seconded by Mr. Russo and passed unanimously approving the minutes of the March 8, 2018, Regular Board Meeting, as presented.

G. GENERAL DISTRICT MATTERS
   1. Consider Resolution No. 2018-04 – Extending the Term of Mr. Rossman

Mr. Wodraska presented Resolution No. 2018-04, entitled:

RESOLUTION 2018-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT EXTENDING THE TERM OF OFFICE FOR SEAT # 5 OF THE DISTRICT BOARD TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 189.041, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by Mr. McCraw, seconded by Mr. Rossman and passed unanimously to adopt Resolution No. 2018-04, as presented, extending Mr. Rossman’s term of office for Seat #5 of the Board of Supervisors to November 6, 2018, and thereafter such seat shall continue to be elected in conjunction with the general election.

2. Update Regarding USPS Zip Code Designation

Mr. Wodraska read an e-mail (see attached) from Chairman Marty Black regarding the United States Postal Services District’s zip code designation.

After the email was read into the record:

A motion was made by Mr. Rossman, seconded by Mr. Russo to Authorize the Chairman to continue to work to preserve resident’s use of their existing zip code of Venice 34293 and potentially for West Villages as a future zip code name alternative, but without a change to include West Villages within any of the North Port zip code boundaries and without a requirement for residents to change their existing addresses. The motion carried unanimously.

Mr. Victor Dobrin applauded and indicated their support for the efforts made by the WVID on this issue.

H. UNIT OF DEVELOPMENT NO. 1
   1. Discussion Regarding District Signage
There was no update regarding this matter.

2. Consider Approval of Change Order No. 1 to Frederick Derr & Company, Inc. for Preto Boulevard Improvements

A motion was made by Mr. Rossman, seconded by Mr. Russo and passed unanimously approving Change Order No. 1 to Frederick Derr & Company, Inc. for the Preto Boulevard Improvements in the amount of, as presented.

3. Consider Approval of Change Order No. 2 to Frederick Derr & Company, Inc. for Preto Boulevard Improvements

Mr. Kennedy presented Change Order No. 2 to Frederick Derr & Company, Inc. for the Preto Boulevard Improvements in the amount of $1,192,761.45. During discussion, the Board was advised that there might be a change to the light fixtures.

A motion was made by Mr. McCraw, seconded by Mr. Rossman and passed unanimously approving Change Order No. 2 to Frederick Derr & Company, Inc. for the Preto Boulevard Improvements in the amount of as presented.

4. Consider Ratification of Irrigation Pump Station Contract

Mr. Kennedy presented the Irrigation Pump Station Contract with Hoover Pumping Systems in the amount of $322,330 and requested ratification of the contract.

A motion was made by Mr. Russo, seconded by Mr. Rossman and passed unanimously ratifying the Irrigation Pump Station Contract with Hoover Pumping Systems in the amount of $322,330, as presented.

5. Consider Approval of Agreement Regarding Relocation of Drainage Facilities Relative to Marketplace

A motion was made by Mr. Russo, seconded by Mr. Rossman and passed unanimously approving the Agreement between the WVID and Manasota Beach Ranch LLLP regarding the Relocation of Drainage Facilities relative to Marketplace, as presented.

I. UNIT OF DEVELOPMENT NO. 2

There were no Unit of Development No. 2 matters to come before the Board.

J. UNIT OF DEVELOPMENT NO. 3

1. Update Regarding Stop Sign at the Intersection of Renaissance Boulevard and Ragazza Circle
Mr. Kennedy advised against putting a stop sign at the intersection of Renaissance Boulevard and Ragazza Circle.

2. Update Regarding Quarterly Maintenance Inspections

Mr. Kennedy stated that a formal report should be ready for the May 2018 meeting.

3. Discussion Regarding Gran Paradiso Maintenance Agreement and Enforcement

Mr. Rossman asked that this item be added to the agenda to ask what legal remedies the WVID has to enforce the Maintenance Agreement. Ms. Whelan explained that the WVID could sue the Gran Paradiso POA for breach of contract but that would most likely result in the WVID simply taking over the maintenance of the District-owned property, which is the other possibility.

Mr. Kevin O’Shea stated that he was happy to see “traction” on some maintenance issues but felt everything took too long and would like to see the contract enforced.

Mr. Dobrin asked for a checklist of items in the maintenance reports.

Mr. Roehrig suggested placing a lien on the land owned by the POA.

K. UNIT OF DEVELOPMENT NO. 4

1. Consider Approval of Change Order No. 7 to Frederick Derr & Company, Inc. for Oasis Phase 1

Mr. Kennedy presented Change Order No. 7 to Frederick Derr & Company, Inc. in the amount of $28,547.50 for earthwork for the Oasis Phase 1.

A motion was made by Mr. Russo, seconded by Mr. McCraw and passed unanimously approving Change Order No. 7 to Frederick Derr & Company, Inc. in the amount of $28,547.50 for earthwork for the Oasis Phase 1, as presented.

L. UNIT OF DEVELOPMENT NO. 5

1. Consider Ratification of Final Change Order No. 3 for Construction Manager Services Related to Spring Training Facility Project

Ms. Whelan presented the final Change Order No. 3 to the Barton Malow/Tandem contract for Construction Manager Services Related to the Spring Training Facility Report. Staff recommended that the Board ratify approval.
A **motion** was made by Mr. Russo, seconded by Mr. Rossman and passed unanimously approving the final Change Order No. 3 to Barton Malow/Tandem contract for Construction Manager Services Related to the Spring Training Facility Report, as presented.

2. **Status Report Regarding DEO Quarterly Grant Report**

Ms. Whalen reviewed the report that was presented in the agenda package.

**M. FUTURE UNITS OF DEVELOPMENT**

1. **Wastewater Treatment Facility**
   a. **Consider Response to Engineer RFQ Relative to Wastewater Treatment Plant**

Ms. Whelan presented the item indicating that Kimley-Horn had been the only engineering firm to respond to the RFQ.

A **motion** was made by Mr. McCraw, seconded by Mr. Rossman and passed unanimously to authorize staff to enter negotiations with Kimley-Horn and Associates for engineering services related to the Waste Water Treatment Facility.

   b. **Consider Assignment of Wastewater Treatment Plant Construction Contract Assignment**

Staff recommended that the Board approve the assignment just the Guaranteed Maximum Price No. 1 in the amount of $14,304,745 of the WWTP Construction Contract from West Villages Construction LLLP to the West Villages Improvement District.

Joyce Glasgow asked where the facility was proposed to be located. Mr. Kennedy answered that the WWTP facility is more than 3000 feet away from any roadway of current development.

Mr. Dobrin asked how the funding for the facility is going to work.

Mr. Kennedy, and WVID staff, explained the funding would be the responsibility of the master developer pursuant to the Developer Funding Agreement that was previously approved for this project and that there may be a future WVID bond issue that would assess future residents for the infrastructure improvements, but not impact any existing landowners.

A **motion** was made by Mr. Rossman, seconded by Mr. Russo and passed unanimously approving the Assignment of the Wastewater Treatment Plant Construction Contract GMP No. 1 in the amount of $14,304,745, as presented.

2. **Irrigation Water Capacity System**
   a. **Consider Approval of Developer’s Funding Agreement for Unit No. 6**
Ms. Whelan presented and recommended approval of the Developer’s Funding Agreement that would require the Developer, Manasota Beach Ranchlands, LLLP to pay any costs related to the establishment of a new Unit of Development, and improvements, facilities and services of the Irrigation Water Capacity System. Staff emphasized that this new Unit would not include Gran Paradiso or IslandWalk paying for the cost of construction of additional irrigation facilities.

A motion was made by Mr. Russo, seconded by Mr. Rossman and passed unanimously approving the Developer’s Funding Agreement for Unit No. 6, as presented.

N. ADMINISTRATIVE MATTERS

1. Operations Manager Report

The report was in the meeting book.

2. Miscellaneous Consultant Reports

Mr. Kennedy showed pictures of the progress being made on the construction of the baseball stadium.

Mr. Wodraska noted the next meeting is set for May 10, 2018 11 am.

O. BOARD MEMBER COMMENTS

There were no Board Member comments at this time.

P. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:21 p.m. There were no objections.
April 20, 2018

File: 25612793

West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Attn: Mr. Todd Wodraska
District Manager

Reference: Change Order No. 1 Under Work Authorization No. 33
(District Proper, Units 1, 2, 3, 4, and 5)
General District Engineering Services (Fiscal Year 2017-2018)

Dear Mr. Wodraska:

Due to ongoing project needs, we are requesting approval to proceed with the following budget increase for professional services as follows:

Task 610A – Unit 4 (2017-2018)

If you recall, the budget was amended during the adoption hearing to add $20,000 to Unit 4 for mitigation and lake planting monitoring. As ECT is subconsultant to Stantec, we are routing their invoices through our contract, thus the need to access the $20,000.

W.A. Contract to Date $ 85,000
Increase this Change Order $ 20,000
New Contract Sum $ 105,000

* Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of Stantec’s control.

Unless otherwise specified, charges for SERVICES are based on Stantec’s hourly billing rate table (“Rate Table”), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec’s charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index...
CO 1 to WA 33 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated May 26, 2015

for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota, FL 34240

By
Date

West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

By
Date

By
Date
## SCHEDULE OF FEES
Effective November 1, 2017

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**BC 2156 Only**

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +15%.
## FINAL BUDGET
WEST VILLAGES IMPROVEMENT DISTRICT
UNIT FOUR
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

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<td><strong>Total Expenditures</strong></td>
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<td>$839,152</td>
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<td><strong>NET EXCESS / (SHORTFALL)</strong></td>
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<td>$-</td>
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* Fund Balance as of 4-30-2017 = $57,824.06
Change Order

No. 3

Date of Issuance: May 2, 2018  Effective Date: May 10, 2018

Project: Preto Blvd. Improvements  Owner: West Villages Improvement District

Contract: $6,223,621.25

Contractor: Frederick Derr & Company, Inc.

Owner's Contract No.:  

Date of Contract: February 12, 2018

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

Description:

US-41 Turn Lanes

Attachments: (List documents supporting change):

Change Order No. 3 from Frederick Derr & Company, Inc. dated 5/1818

<table>
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<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
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</thead>
<tbody>
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<td>Original Contract Price:</td>
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<td>Working days</td>
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<td>[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2:</td>
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[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2:

Substantial completion (days): -0-
Ready for final payment (days): -0-

Contract Times prior to this Change Order:

Substantial completion (days): 270 days
Ready for final payment (days): 300 days

Contract Times with all approved Change Orders:

Substantial completion (days): 270 days
Ready for final payment (days): 300 days

RECOMMENDED: ACCEPTED: ACCEPTED:

By: Engineer (Authorized Signature)  By: Owner (Authorized Signature)  By: Contractor (Authorized Signature)

Date: ___________________________  Date: ___________________________  Date: ___________________________

Approved by Funding Agency (if applicable):

Date: ___________________________
We agree to the following changes, additions, or deductions:

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**REASON FOR CHANGE:** US 41 Turn Lane Improvements

**Proposed**

For the Contractor

**This Change Order**

| NET | $682,749.36 |

**Accepted**

For the Engineer

**Existing Contract**

| TOTAL | $6,594,289.26 |

**Accepted**

For the Owner

**New Contract**

| TOTAL | $7,277,038.61 |

---

P.O. Box 2719, Sarasota, Florida 34230 • (941) 355-8575 • FAX (941) 351-8854
# BUDGET ESTIMATE

**FREDERICK DERR AND COMPANY, INC.**

P.O. Box 2719  
Sarasota, Fl. 34230  
Phone: 941-355-8575 ext.237  
Fax 941-351-8854  
Email ryan@frederickderrcompany.com

**Quote To:**  
Kris Wilhoit, P.E.  
West Villages Improvement District

**Job Name:**  
US 41 Improvements at Preto Blvd  
HB #170289CO#3

**Date of Quote:**  
5/1/18  
**Date of Plans:**  
4/17/18  
**Revision Date:**  
**Contact:**  
Ryan Hirstein

---

We are pleased to quote as follows:

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**GRAND TOTAL**

$682,749.35

**NOTES:**

FREDERICK DERR AND COMPANY (FDC) proposes to furnish all labor, equipment and material to construct the items listed for the unit prices shown.

1. Costs associated with the relocation of any existing utilities such as electric, telephone, cable, water, sewer, lighting etc. shall be paid by the Client. FDC is only responsible to assist with the coordination of any relocations.
2. Restoration of the existing roadside irrigation system after the construction of these roadway improvements shall be paid for by the Client under separate contract with an irrigation contractor.
Change Order
No. ____4____

Date of Issuance: May 2, 2018
Effective Date: May 10, 2018

Project: Preto Blvd. Improvements
Owner: West Villages Improvement District

Contract: $6,223,621.25
Date of Contract: February 12, 2018

Contractor: Frederick Derr & Company, Inc.
Engineer's Project No.: 215613891

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

Description:
Reclaimed Dual Mains and Additional Retaining Walls

Attachments: (List documents supporting change):
Change Order Nos. 4 and 5 from Frederick Derr & Company, Inc.
Dated 5/1/18

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RECOMMENDED: ACCEPTED: ACCEPTED:

By: ____________________________ By: ____________________________ By: ____________________________
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date: ____________________________ Date: ____________________________ Date: ____________________________

Approved by Funding Agency (if applicable): ____________________________ Date: ____________________________
# CONTRACT CHANGE ORDER

**Number:** 4.00  
**Job:** Preto Blvd.  
**Phase:** 1  

West Villages Improvement District  
c/o STANTEC Attn: Douglas Brauer, P.E.  
6900 Professional Pkwy East  
Sarasota FL 34240-8414

We agree to the following changes, additions, or deductions:

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<th>EST QUAN</th>
<th>UNIT</th>
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</tr>
<tr>
<td>10-01-100</td>
<td>Reclaimed Main Testing</td>
<td>5100 LF</td>
<td>0.95</td>
<td>$4,845.00</td>
<td></td>
</tr>
<tr>
<td>10-01-110</td>
<td>Sod - Bahia</td>
<td>5110 SY</td>
<td>2.20</td>
<td>$11,242.00</td>
<td></td>
</tr>
<tr>
<td>10-01-120</td>
<td>Sod - St Augustine</td>
<td>370 SY</td>
<td>3.40</td>
<td>$1,258.00</td>
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</tr>
<tr>
<td>10-01-130</td>
<td>Survey Stake-out &amp; As-builts</td>
<td>1 LS</td>
<td>3,700.00</td>
<td>$3,700.00</td>
<td></td>
</tr>
</tbody>
</table>

**Reason for Change:**  

**Proposed**  
For the Contractor

**Accepted**  
For the Engineer

**Accepted**  
For the Owner

---

**Dual 12" Irrigation Mains**

**THIS CHANGE ORDER**  
**NET**  
$420,680.50

**EXISTING CONTRACT**  
**TOTAL**  
$7,277,038.61

**NEW CONTRACT**  
**TOTAL**  
$7,697,719.11

P.O. Box 2719, Sarasota, Florida 34230 • (941) 355-6575 • FAX (941) 351-8854
# QUOTATION

## FREDERICK DERR AND COMPANY, INC.

P.O. Box 2719  
Sarasota, Fl. 34230  
Phone: 941-355-8575 ext.237  
Fax 941-351-8854  
Email ryan@frederickderrcompany.com

**Quote To:**  
Kris Wilhoit, P.E.  
West Villages Improvement District

**Job Name:**  
Preto Blvd Dual 12” Irrigation  
HBD#170289CO#4

**Date of Quote:**  
5/1/18

**Date of Plans:**  
4/26/18 plot date

**Revision Date:**

**Contact:**  
Ryan Hirstein

---

We are pleased to quote as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
<td>3000</td>
<td>Reclaimed Dual 12&quot; Mains</td>
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<tr>
<td>3010</td>
<td>Silt Fence</td>
<td>3,975.00</td>
<td>LF</td>
<td>3.25</td>
<td>12,918.75</td>
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<td>3020</td>
<td>Clearing &amp; Removals</td>
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<td>LS</td>
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<tr>
<td>3100</td>
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<td>3150</td>
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<td>3200</td>
<td>12&quot; Gate Valve Assembly</td>
<td>3.00</td>
<td>EA</td>
<td>2,570.00</td>
<td>7,710.00</td>
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<tr>
<td>3300</td>
<td>Tie-in to existing (Preto)</td>
<td>1.00</td>
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<td>1,850.00</td>
<td>1,850.00</td>
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<tr>
<td>3310</td>
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<td>1.00</td>
<td>EA</td>
<td>11,385.00</td>
<td>11,385.00</td>
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<tr>
<td>3400</td>
<td>Air Release Valve</td>
<td>14.00</td>
<td>EA</td>
<td>4,575.00</td>
<td>64,050.00</td>
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<td>3600</td>
<td>Reclaimed Fittings</td>
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<td>26,625.00</td>
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<td>3700</td>
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<td>5,100.00</td>
<td>LF</td>
<td>0.95</td>
<td>4,845.00</td>
</tr>
<tr>
<td>4000</td>
<td>Sod - Bahia</td>
<td>5,110.00</td>
<td>SY</td>
<td>2.20</td>
<td>11,242.00</td>
</tr>
<tr>
<td>4020</td>
<td>Sod - St Augustine</td>
<td>370.00</td>
<td>SY</td>
<td>3.40</td>
<td>1,258.00</td>
</tr>
<tr>
<td>4100</td>
<td>Survey Stake-out &amp; As-builts</td>
<td>1.00</td>
<td>LS</td>
<td>3,700.00</td>
<td>3,700.00</td>
</tr>
</tbody>
</table>

**GRAND TOTAL**  
$420,680.50

---

**NOTES:**

FREDERICK DERR AND COMPANY (FDC) proposes to furnish all labor, equipment and material to construct the items listed for the unit prices shown.

1. Costs associated with the relocation of any existing utilities such as electric, telephone, cable, water, sewer, lighting etc. shall be paid by the Client. FDC is only responsible to assist with the coordination of any relocations.
2. Restoration of the existing roadside irrigation system after the construction of water main shall be paid for by the Client under separate contract with an irrigation contractor.
3. The Client's contractor that is installing the proposed irrigation pump station shall be responsible for final connection to the (2) 12” pvc irrigation mains.
# CONTRACT CHANGE ORDER

**Number:** 5.00  
**5/1/2018**

West Villages Improvement District  
c/o STANTEC Attn: Douglas Brauer, P.E.  
6900 Professional Pkwy East  
Sarasota FL 34240-8414

We agree to the following changes, additions, or deductions:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>EST QUAN</th>
<th>UNIT</th>
<th>UNIT $</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-01-232</td>
<td>Additional Wall on SDITCH-2B</td>
<td>6 LF</td>
<td>495.00</td>
<td>$2,970.00</td>
<td></td>
</tr>
<tr>
<td>4-01-252</td>
<td>Additional Wall on WET2A-1B</td>
<td>11 LF</td>
<td>430.00</td>
<td>$4,730.00</td>
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<tr>
<td>4-01-272</td>
<td>Additional Wall on NDITCH-1A</td>
<td>6 LF</td>
<td>615.00</td>
<td>$3,690.00</td>
<td></td>
</tr>
<tr>
<td>4-01-282</td>
<td>Additional Wall on NDITCH-2A</td>
<td>14 LF</td>
<td>615.00</td>
<td>$8,610.00</td>
<td></td>
</tr>
<tr>
<td>4-01-290</td>
<td>Rip-Rap at Retaining Walls</td>
<td>83 SY</td>
<td>44.00</td>
<td>$3,652.00</td>
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</tr>
<tr>
<td>4-01-292</td>
<td>Steel Inspections for Retaining Walls</td>
<td>1 LS</td>
<td>4,745.00</td>
<td>$4,745.00</td>
<td></td>
</tr>
</tbody>
</table>

**REASON FOR CHANGE:**

- **Proposed:** For the Contractor
- **Accepted:**
  - For the Engineer
  - For the Owner

**THIS CHANGE ORDER**

- **NET:** $28,397.00
- **EXISTING CONTRACT TOTAL:** $7,697,719.11
- **NEW CONTRACT TOTAL:** $7,726,116.11
Ryan Hirstein

From: Brauer, Douglas <Douglas.Brauer@stantec.com>
Sent: Tuesday, April 3, 2018 11:55 AM
To: Ryan Hirstein
Cc: Wilhoit, Kris; Caldera, Bob; Siefke, Duane
Subject: RE: Preto Blvd Retaining Wall Lengths

Ryan: the lengths from your surveyor below are correct (total lengths in red below) and we have updated the plan set to reflect these lengths.

Douglas C. Brauer, P.E.
Civil Engineer
Direct: (941) 907-6900 ext 272
Mobile: (941) 718-9912
Fax: (941) 907-6910
Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414 US

From: Ryan Hirstein [mailto:Ryan@frederickderrcompany.com]
Sent: Monday, April 02, 2018 3:23 PM
To: Brauer, Douglas <Douglas.Brauer@stantec.com>
Cc: Wilhoit, Kris <Kris.Wilhoit@stantec.com>; Caldera, Bob <Bob.Caldera@stantec.com>
Subject: FW: Preto Blvd Retaining Wall Lengths

Doug,

Lovin Construction has called to our attention that a few of the wall lengths that our surveyor has staked-out from your CAD file are different lengths than what is called out on the plans:

- SDITCH-2B = 32 lf (plan calls for 26 lf)  Total Length 32 LF
- WET2A-1B = 126 lf (plan calls for 115 lf) Total Length 126 LF
- NDITCH-1A = 46' (plan calls for 40 lf)  Total Length 46 LF
- NDITCH-2A = 59' (plan calls for 45 lf)  Total Length 59 LF

Would you please review this and verify which is correct either the CAD file or the plan call outs?

Thanks,

Ryan Hirstein
Project Manager/Estimator

FREDERICK DERR & COMPANY, INC.
Ryan Hirstein

From: Brauer, Douglas <Douglas.Brauer@stantec.com>
Sent: Tuesday, April 10, 2018 12:21 PM
To: Ryan Hirstein; Wilhoit, Kris
Cc: Joe Buncik; Rusty Bonyenge; Siefke, Duane
Subject: RE: Preto Blvd

Ryan: I will be coordinating this with Kerri from ECT later today and should have an answer to you quickly. In general we are thinking 5' out from the wall and 5' wider on either side than the pipes. We just wanted to check with her on the one crossing in the wetland to verify that was OK. I believe that the ones you are working on first now are down near Playmore and those should be good to go as described above.

Douglas C. Brauer, P.E.
Civil Engineer
Direct: (941) 907-6900 ext 272
Mobile: (941) 718-9912
Fax: (941) 907-6910
Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414 US

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From: Ryan Hirstein [mailto:Ryan@frederickderrcompany.com]
Sent: Tuesday, April 10, 2018 12:17 PM
To: Wilhoit, Kris <Kris.Wilhoit@stantec.com>; Brauer, Douglas <Douglas.Brauer@stantec.com>
Cc: Joe Buncik <JoeB@frederickderrcompany.com>; Rusty Bonyenge <Rusty@frederickderrcompany.com>; Siefke, Duane <Duane.Siefke@stantec.com>
Subject: RE: Preto Blvd

Gentlemen,

Could I trouble you for these rip-rap areas? We'd like to get this placed as Lovin finishes each wall.

Thanks,

Ryan Hirstein
Project Manager/Estimator

FREDERICK DERR & COMPANY, INC.

Office: (941) 355-8575 ext. 237
Fax: (941) 351-8854
Cell: (941) 302-6523
Ryan Hirstein

From: Brauer, Douglas <Douglas.Brauer@stantec.com>
Sent: Monday, April 2, 2018 11:28 AM
To: Ryan Hirstein
Cc: Lovin Construction; Wilhoit, Kris; Atwood, Mark; Nick Cornett; Joe Buncik; Amber Jack; Caldera, Bob
Subject: RE: Preto Blvd.

Ryan: please **change order in having Universal also inspect the steel**. I spoke with Kris and he is good with that.

Thank you,

Douglas C. Brauer, P.E.
Civil Engineer
Direct: (941) 907-6900 ext 272
Mobile: (941) 718-9912
Fax: (941) 907-6910
Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414 US

---

From: Ryan Hirstein [mailto:Ryan@frederickderrcompany.com]
Sent: Friday, March 30, 2018 4:40 PM
To: Brauer, Douglas <Douglas.Brauer@stantec.com>
Cc: Lovin Construction <lovin-construction@verizon.net>; Wilhoit, Kris <Kris.Wilhoit@stantec.com>; Atwood, Mark <Mark.Atwood@stantec.com>; Nick Cornett <ncornett@universalengineering.com>; Joe Buncik <JoeB@frederickderrcompany.com>; Amber Jack <ajack@universalengineering.com>; Caldera, Bob <Bob.Caldera@stantec.com>
Subject: Re: Preto Blvd.

Doug,

We have the concrete testing for the walls covered in our contract utilizing Universal, but not the steel inspections. We can have Universal inspect the steel, but we will need to do a change order to cover the additional services. Please let me know how you all want us to handle this.

Thanks,

Ryan Hirstein
Frederick Derr & Company, Inc.

On Mar 30, 2018, at 3:03 PM, Brauer, Douglas <Douglas.Brauer@stantec.com> wrote:

Cliff: based on what Mark Atwood said it seems that Universal is inspecting the steel as well as performing concrete testing for the retaining walls. I am going to check internally on Monday but we may be good with Universal performing the steel inspection as it will be hard for us to have someone down there every day next week. I will let you know what I find out on Monday.
ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND ACKNOWLEDGMENT OF ASSIGNMENT OF WARRANTIES

THIS ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND ACKNOWLEDGMENT OF ASSIGNMENT OF WARRANTIES (the “Assignment”) is made the 17th day of May, 2018 by:

West Villages Improvement District (the “District”), which is a local unit of special-purpose government situated in the City of North Port, Sarasota County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

C&M Road Builders, Inc., with a mailing address of 6728 33rd Street East, Sarasota, Florida 34243 (the “Contractor”); and

Lennar Homes, LLC, with a mailing address of 700 Northwest 107th Avenue, Suite 400, Miami, Florida 33172 (the “Landowner”).

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to Chapter 189, Florida Statutes, for the purposes of, among other things, financing, constructing and maintaining certain public infrastructure improvements; and

WHEREAS, the Landowner is the owner and developer of certain of the lands within the District known as the “Gran Paradiso” community (the “Project”); and

WHEREAS, the Contractor has provided construction services to the Landowner pursuant to a contract for the provision of such services, attached hereto as Exhibit A (the “Construction Contract”), as amended from time to time, in connection with its construction of certain improvements within Phase 4B of the Project, including irrigation improvements (hereinafter, the “Improvements”); and

WHEREAS, the District intends to acquire the Improvements, as more particularly described on the attached Exhibit B, and as part of that acquisition the Landowner intends to assign all warranties, including those provided in the Construction Contract to the District; and

WHEREAS, the Contractor acknowledges that the warranties are freely assignable and has no objection to the assignment of the warranties to the District; and

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the Landowner and the District agree, and the Contractor acknowledges, as follows:
SECTION 1. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract, from Landowner. The Contractor acknowledges and agrees that all warranties, statutory and contractual, are freely assignable and has no objection to Landowner assigning to the District the warranties described therein for the Improvements.

SECTION 2. ASSIGNMENT OF WARRANTIES. Landowner hereby assigns such warranties to the District and the Contractor hereby agrees to fulfill such warranties pursuant to the terms of the Construction Contract and Florida law.

SECTION 3. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to the completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in Exhibit B, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Landowner and/or the District for the Improvements identified in Exhibit B.

SECTION 4. EFFECTIVE DATE. This Assignment shall take effect on the date identified above.

[SIGNATURES ON NEXT PAGE]
ATTEST: WEST VILLAGES IMPROVEMENT DISTRICT

_______________________    ___________________________________
Secretary                    Chairman, Board of Supervisors

ATTEST: C&M ROAD BUILDERS, INC.

_______________________    ___________________________________
_______________________    By: ________________________________
_______________________    Its: ________________________________
[print name]        

ATTEST: LENNAR HOMES, LLC

_______________________    ___________________________________
_______________________    Name: _____________________________
_______________________    Title: _____________________________
[print name]
## EXHIBIT B

**IMPROVEMENTS**

### SCHEDULE OF VALUES FOR GRAN PARADISO PHASE 4B AGRICULTURAL SUPPLY LINE AMENDMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Quantity Type</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. AGRICULTURAL SUPPLY LINE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8&quot; PVC DR-18, C900 Agricultural Supply Line (with fittings)</td>
<td>5,250</td>
<td>LF</td>
<td>25.3</td>
<td>132,825.00</td>
</tr>
<tr>
<td>Tie-in to existing main at valve</td>
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<td>EA</td>
<td>2,280</td>
<td>2,280.00</td>
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<tr>
<td>Pressure testing of main</td>
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<td>LF</td>
<td>0.75</td>
<td>3,937.50</td>
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<tr>
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<td>LF</td>
<td>7.9</td>
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<tr>
<td><strong>Agricultural Supply Line Total</strong></td>
<td></td>
<td></td>
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<td>$ 142,202.50</td>
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<tr>
<td><strong>II. MISCELLANEOUS</strong></td>
<td></td>
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</tr>
<tr>
<td>Construction stakeout</td>
<td>1</td>
<td>LS</td>
<td>5,370</td>
<td>5,370.00</td>
</tr>
<tr>
<td>Record Drawings/as-built survey</td>
<td>1</td>
<td>LS</td>
<td>3,780</td>
<td>3,780.00</td>
</tr>
<tr>
<td>Silt fence installation, maintenance, and removal</td>
<td>3,180</td>
<td>LF</td>
<td>3.1</td>
<td>9,858.00</td>
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<tr>
<td><strong>Miscellaneous Total</strong></td>
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<td>$ 19,008.00</td>
</tr>
</tbody>
</table>

**Gran Paradiso Phase 4B - Agricultural Supply Line Amendment Total Cost** 

**$ 161,210.50**
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **LENNAR HOMES, LLC**, a Florida limited liability company, whose mailing address is 700 Northwest 107th Avenue, Suite 400, Miami, Florida 33172 (the “**Seller**”), and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, to it paid by the **WEST VILLAGES IMPROVEMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 189, *Florida Statutes*, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

5,250 LF of 8” PVC DR-18, C900 Agricultural Supply Line with fittings and appurtenant irrigation facilities located on that certain real property identified in the plat of Gran Paradiso, Phase 4-B as recorded at Plat Book 50, Page 2 of the Official Records of Sarasota County, Florida.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[Continued on Next Page]
IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its 
name this ____ day of ________________, 2018.

LENNAR HOMES, LLC a Florida limited 
liability company

By: _______________________
Name: _______________________
Title: _______________________

STATE OF FLORIDA   )
COUNTY OF _______________ )

The foregoing instrument was acknowledged before me this ____ day of 
____________, 2018, by ___________________________, as ________________
of Lennar Homes, LLC, a Florida limited liability company, for and on behalf of said entity. 
He/She [ ] is personally known to me or [ ] produced _________________ as identification.

NOTARY STAMP:

______________________________
Signature of Notary Public

______________________________
Printed Name of Notary Public
West Villages Improvement District

MAINTENANCE EVALUATION FOR GRAN PARADISO

Prepared for:
West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Prepared by:
Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota, FL 34240

April 30, 2018
WEST VILLAGES IMPROVEMENT DISTRICT
MAINTENANCE EVALUATION FOR GRAN PARADISO

April 30, 2018

After issues were raised by residents of Gran Paradiso, several field visits and meetings were conducted with Lennar maintenance staff, District staff, and at least one resident. As an outcome to those various discussions, a specific checklist of requirements was developed and is attached in Appendix A. This checklist is a combination of both contract requirements and actual field practices. At the conclusion of the various meetings and field visits, a summary of recommended repairs was prepared and is included in Appendix B (Note several items are also shown on the map at the end of Appendix B).

Lastly, we have included a current ownership map in Appendix C which can be discussed at the Board Meeting.
APPENDIX A – CHECKLIST
<table>
<thead>
<tr>
<th>TASK</th>
<th>SPECIFICATION REFERENCE</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>Review Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fertilize Zoyzia Turf</td>
<td>Florida Yards &amp; Neighborhoods Guide to Florida-friendly Landscaping when Fertilizing and/or Florida Green Industries BMP</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>No Month specified for fertilization in document - Reference program established by Contractor/Assoc. annually through soil testing. Current schedule is 4 times per year as noted.</td>
</tr>
<tr>
<td>Fertilize Bahia Turf</td>
<td>Turf Not Referenced</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Program to be established by the Association</td>
</tr>
<tr>
<td>Fertilize Trees, Shrubs, Palms</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Zoyzia only - sod referenced, edging at every moving, debris clean up each maintenance day or as needed</td>
</tr>
<tr>
<td>Mowing/Edging/Blowing</td>
<td>Florida Green Industries BMP</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Not clearly stated as to when, it says Early Spring in compliance with State Department of Agriculture, repeat as necessary, by hand or herbicide treatments (per month). Insecticide spray on trees in Late March &amp; Early April. When infestation becomes evident, treatment as often as necessary.</td>
</tr>
<tr>
<td>Weed and Insect Control</td>
<td>Florida Green Industries BMP</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Not specifically referenced.</td>
</tr>
<tr>
<td>Trimming of Trees</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Minimum of once per year</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Trimming of Shrubs/Groundcover</td>
<td>NA</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>As needed based upon species and form</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trimming of Flowering Trees</td>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Minimum of once per year, based upon species &amp; season</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Trimming of Palms</td>
<td>NA</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>Minimum of once per year</td>
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<tr>
<td>Trimming of Ornamental Grasses</td>
<td>NA</td>
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<td></td>
<td></td>
<td>As needed based upon species and form</td>
<td></td>
<td></td>
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<tr>
<td>Mulching, Regular Maintenance</td>
<td>NA</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Not specifically referenced.</td>
</tr>
<tr>
<td>Mulch Replenishment</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Minimum or when necessary to maintain 3&quot; layer</td>
<td></td>
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<tr>
<td>Irrigation Operation and Maintenance</td>
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<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Maintenance continues, calibrate once a year, timer reset annually, controller check as necessary.</td>
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<tr>
<td>Trash Removal</td>
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<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td></td>
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<td>Specified throughout all sections.</td>
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<td>Flowering Seasonal/Annual Replacement</td>
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<td></td>
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<td>Rotations per year based upon weather conditions</td>
<td></td>
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<td>Preserve Maintenance</td>
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<td>Rotations per year based upon weather conditions</td>
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<td>Gate House visual inspection</td>
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<td>X</td>
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<td></td>
<td></td>
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<td>Not specified in document</td>
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<tr>
<td>Renaissance Blvd, Prestige Blvd, Galleria Blvd</td>
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<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
<td>X</td>
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<td>X</td>
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<td></td>
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<tr>
<td>Public Improvements-visual inspection</td>
<td>NA</td>
<td>X</td>
<td></td>
<td>X</td>
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<tr>
<td>Lake Maintenance</td>
<td>NA</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>Gopher Tortoise Preserve</td>
<td>NA</td>
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<td></td>
<td>Renewal Request to be filed in odd numbered years</td>
</tr>
</tbody>
</table>
APPENDIX B - MAINTENANCE REPORT
MAINTENANCE CHECK LIST FOR GRAN PARADISO

MAINTENANCE AGREEMENT
Wednesday, April 25, 2018

Prepared For Gran Paradiso

Identified 28 Issues
ISSUE 1 PRESTIGIO/ COMPANILE. PAVER REPAIR.
Recommend re-setting small area of pavers.

ISSUE 2 LEANING OAK TREES ALONG PRESTIGIO BLVD
Rec: Several trees should be straightened

ISSUE 3 MULTIMODAL PATH.
We still have a couple of Small area's in need of repair.

ISSUE 4 PRESTIGIO / COMPANILE. NEW IRRIGATION WAS INSTALLED HERE LEAVING BARE SPOTS IN THE BAHIA.
No action is necessary at this time.
ISSUE 5  PRESTIGIO BLVD / LOGGIA. POT HOLE.
Rec: Cut out depression and repair.

ISSUE 6  YARD WASTE WAS FOUND IN PRESERVE AREA'S.
These area's must be cleaned out.

ISSUE 7  PRESTIGIO BLVD. BROKEN INSPECTION COVER.
Rec: Replace cover.

ISSUE 8  CLOGGED STORM WATER DRAINS.
Rec: Clean out around drains.
 ISSUE 9  US41 MONUMENT. MISSING MOULDING.
Rec: Replace moulding and repaint.

 ISSUE 10  US41 MONUMENT. COLUMN DAMAGED BY LAWN EQUIPMENT.
Rec: Fill in re-stucco and paint.

 ISSUE 11  TRASH WAS FOUND ON FRONT EDGES OF PRESERVES ALONG PRESTIGIO
Rec: Clean up these area's.

 ISSUE 12  FAILED BACK GATE ON RENAISSANCE BLVD
Rec: Repair gate post.
ISSUE 13 DAMAGED IRRIGATION LIDS.
Rec: Replace.

ISSUE 14 LAKE BANK EROSION.
There are still small area’s in need of attention, re-grade.

ISSUE 15 DEAD OAK TREES. PRESTIGIO BLVD
Replace dead trees.

ISSUE 16 FAILED ZOYSIA GRASSES.
Area’s of zoysia have failed. It is recommended to replace.
ISSUE 17  MISSING PLANTS.
Rec: Fill in all vacant area's in plant beds.

ISSUE 18  DAMAGED AREA RENAISSANCE / PORTOFINO
This area should be repaired and cleaned up.

ISSUE 19  US41 BERM. DEAD ZOYSIA GRASSES.
Rec: Spot repair these area's.

ISSUE 20  US41 BERM INSIDE GP. MISSING MULCH.
Several large beds should have mulch installed.
ISSUE 21 US41 BERM INSIDE GP. LEFT BEHIND STORM CLEAN UP.
Remove waste from property.

ISSUE 22 PRESTIGIO BLVD. CRAPE MYRTLES
Several Crapes were missed during trimming. Rec: Trim

ISSUE 23 GATE HOUSE. COLUMNS.
Rec: Several columns need to be re-pointed.

ISSUE 24 GATE HOUSE. COMPUTER ROOM.
Rec: Patch hole and repaint
ISSUE 25 GATE HOUSE. DECORATIVE METAL IN TOWER ARCHWAYS.
Rec: Repaint.

15:53:20, Thu-26-Apr-2018

ISSUE 26 GATE HOUSE. CEILING ACCESS PANEL
Repair panel.

15:47:53, Thu-26-Apr-2018

ISSUE 27 GATE HOUSE. CARRIAGE LIGHT.
Rec: Replace broken glass.

15:52:54, Thu-26-Apr-2018

ISSUE 28 GATE HOUSE. GUARD STATION.
Rec: Finish repair.

15:59:47, Thu-26-Apr-2018
April 26, 2018

SUMMARY

LANDSCAPE MAINTENANCE CHECK LIST FOR GRAN PARADISO

I have conducted multiple landscaping inspections of Gran Paradiso. In general, I have found it to be in reasonable condition. It appears that the maintenance company is providing a good quality of work. All mowing, edging, weeding etc. throughout the community continues to add favorably to the appearance as one drives through.

Mike Smith

WVID Operations Manager
Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.

Legend

- PARCEL BOUNDARY
- WEST VILLAGES IMPROVEMENT DISTRICT

West Villages Improvement District - Grand Paradiso
Ownership Map
April 2018
APPENDIX C - OWNERSHIP MAP
West Villages Improvement District - Grand Paradiso
Ownership Map
April 2018

Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.
April 20, 2018

File: 215613610

West Villages Improvement District
C/O Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

Attn: Mr. Todd Wodraska
District Manager

Reference: Change Order No. 1 Under Work Authorization No. 22
Oasis (Unit 4) Bidding and Construction Phase Services

Dear Mr. Wodraska:

Due to ongoing project needs, we are requesting approval to proceed with the following budget increase for professional services as follows:

**Task 220 – Construction Phase Services**

We are almost completely finished; the final work entails completion of Certifications to various agencies.

- **W.A. Contract to Date**: $91,000
- **Increase this Change Order**: $5,000
- **New Contract Sum**: $96,000

*Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of Stantec’s control.*

Unless otherwise specified, charges for SERVICES are based on Stantec’s hourly billing rate table (“Rate Table”), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec’s charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

*Signatures on next page.*
CO 1 to WA 22 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated May 26, 2015

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota, FL 34240

By
4/23/18
Date

West Villages Improvement District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

By

Date

By

Date
SCHEDULE OF FEES
Effective November 1, 2017

<table>
<thead>
<tr>
<th>Staff Level</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Level 3</td>
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<td>Level 4</td>
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<td>Level 5</td>
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<td>$ 155.00</td>
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<tr>
<td>4 Person Field Crew</td>
<td>$ 175.00</td>
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</table>

BC 2156 Only

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +15%.
CHANGE ORDER

PROJECT NAME: ATLANTA BRAVES SPRING TRAINING FACILITY PROJECT AT WEST VILLAGES, FL

OWNER: WEST VILLAGES IMPROVEMENT DISTRICT

CONSTRUCTION MANAGER: BARTON MALOW COMPANY AND P.J. HAYES, INC. D/B/A TANDEM CONSTRUCTION

DATE OF AGREEMENT: November 2, 2017

DATE OF THIS CHANGE ORDER: April 30, 2018

CHANGE ORDER NUMBER: 4

The Agreement between Owner and Construction Manager (the "Agreement") is changed as follows:

All labor, equipment, materials, and services necessary to complete the construction of the scope of work known as Change Order Request 1, Change Order Request 2, Change Order Request 3, Change Order Request 4, Change Order Request 5, Change Order Request 6, and Change Order Request 7. Detailed descriptions of these changes are identified in the attached Exhibit 1.

The Contract Time is hereby increased by the following number of calendar days: 0

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Time resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

The Intersection GMP is neither increased nor decreased by this Change Order. The Ballpark GMP is hereby decreased by ($1,163,977.26).

The Construction Manager hereby waives and releases any claim it may have against the Owner for any adjustment in the Ballpark GMP or the Intersection GMP arising out of, or related to, the changes reflected in this Change Order, including, but not limited to, any claim for damages due to delay, disruption, hindrance, impact, interference, inefficiencies or extra work arising out of, resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

**Ballpark GMP**

- Original GMP: $11,114,109.00
- Net Change by Previous Change Orders: $97,523,673.00
- GMP before this Change Order: $108,637,782.01
- Decrease in this Change Order: ($1,163,977.26)
- GMP, as adjusted by this Change Order: $107,473,804.75
**Intersection GMP**

Original GMP: $0.00
Net Change by Previous Change Orders: $5,263,914.00
GMP before this Change Order: $5,263,914.00
Increase in this Change Order: $0.00
GMP, as adjusted by this Change Order: $5,263,914.00

**Ballpark Completion Dates**

Substantial Completion Date, as adjusted previously: See Exhibit E of Ballpark Facility Agreement
Increase in Contract Time: 0 days
New Substantial Completion Date: No Change

**Intersection Work Completion Dates**

Substantial Completion Date, as adjusted previously: N/A
Increase in Contract Time: 0 days
New Substantial Completion Date: December 1, 2018

Upon execution of this Change Order by Owner and Construction Manager, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order.

**Owner**

By: ____________________________  By: ____________________________
Date: __________________________

Owner

**Construction Manager**

By: ____________________________  By: ____________________________
Date: __________________________
The contract is hereby revised by the following items:

<table>
<thead>
<tr>
<th>COR</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Addendum No. 5 - Civil Revision J/K Civil Changes to Site Utilities and Structures</td>
<td>129,648.00</td>
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<td>2</td>
<td>Added Generator at Lift Station</td>
<td>9,670.27</td>
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<td>RFI 0018 - Light Pole Foundations</td>
<td>2,303.86</td>
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<td>4</td>
<td>RFI 0031 - Circuits for Clubhouse RTUs</td>
<td>4,882.53</td>
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<td>5</td>
<td>RFI P1-25 Clubhouse Added Fire Dampers</td>
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<td>6</td>
<td>Clubhouse - Delete ERV Breakers</td>
<td>(5,590.68)</td>
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<td>7</td>
<td>Owner Direct Pay - P&amp;J and Hydroworx</td>
<td>(1,314,950.20)</td>
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<td>Total</td>
<td><strong>(1,163,977.26)</strong></td>
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The Original Authorized Amount for CM contract was $106,637,782.01
The sum of changes to Authorized Amount by prior Prime Contract Change Orders $0.00
The Authorized Amount for CM Contract prior to this Prime Contract Change Order was $106,637,782.01
The Authorized Amount for CM Contract will be changed by this PCCO in the amount of $1,163,977.26
The New Authorized Amount for CM Contract including this PCCO will be $107,473,804.75
The Contract Duration will be changed by 0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is 02/22/2019
CONSIDER APPROVAL OF CHANGE ORDER NO. 1 REGARDING GMP #2 FOR WWTP

TO BE DISTRIBUTED UNDER SEPARATE COVER
AGREEMENT BETWEEN THE WEST VILLAGES IMPROVEMENT DISTRICT AND KIMLEY-HORN & ASSOCIATES, INC. FOR DESIGN AND CONSTRUCTION PHASE SERVICES RELATIVE TO WASTEWATER TREATMENT PLANT

THIS AGREEMENT (the “Agreement”) is made and entered into this 12th day of April, 2018, by and between:

West Villages Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of North Port and Sarasota County, Florida, whose mailing address is 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Kimley-Horn & Associates, Inc., a North Carolina corporation, whose local mailing address is 1777 Main Street, Suite 200, Sarasota, Florida 34236 (the “Engineer”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, Laws of Florida, as amended (the “Act”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, constructing acquiring and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

WHEREAS, the District owns certain real property within its boundaries upon which it plans to construct a wastewater treatment plant and appurtenant facilities (collectively, the “Facility”); and

WHEREAS, the District accordingly has a need to retain a professional engineer to provide it with certain design and construction phase engineering services, and other professional engineering services, relative to the District’s construction of the Facility (the “WWTP Services”); and

WHEREAS, pursuant to Section 287.055, Florida Statutes, the District solicited proposals from qualified firms to provide the WWTP Services; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, at its April 12, 2018 meeting, the District’s Board of Supervisors (the “Board”) ranked the Engineer as the most qualified firm to provide the WWTP Services for the District and authorized the negotiation of a contract pursuant to Section 287.055, Florida Statutes; and
WHEREAS, the Engineer represents that it is licensed, qualified and capable of providing the WWTP Services and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

ARTICLE 2. METHOD OF AUTHORIZATION. Each service or project relative to the WWTP Services shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized. Authorization of services or projects for the WWTP Services under this Agreement shall be at the sole option of the District.

ARTICLE 3. COMPENSATION. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in Exhibit A. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 4. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:
A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District’s travel policy.

B. Expense of reproduction, postage, and handling of drawings and specifications.

ARTICLE 5. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Engineer shall act as an independent contractor. Neither the Engineer nor employees of the Engineer, if there are any, are employees of the District under the meaning or application of any federal or state unemployment or insurance laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Engineer, if there are any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

ARTICLE 6. TERM OF AGREEMENT. This Agreement shall become effective as of the date first written above, and shall terminate upon completion of the WWTP Services set forth herein, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 7. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer, in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Agreement, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights Engineer may have including, without
limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**ARTICLE 8. ESTIMATE OF COST.** Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor’s(s’s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**ARTICLE 9. INSURANCE.**

A. The Engineer shall, at its own expense, maintain insurance during the performance of the WWTP Services pursuant to this Agreement, with limits of liability not less than the following:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>General Liability</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$500,000/$1,000,000</td>
</tr>
<tr>
<td>(including Contractual)</td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td>$500,000/$1,000,000</td>
</tr>
<tr>
<td>(including Contractual)</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Combined Single Limit $1,000,000</td>
</tr>
<tr>
<td>Bodily Injury / Property Damage</td>
<td></td>
</tr>
<tr>
<td>Professional Liability for</td>
<td></td>
</tr>
<tr>
<td>Errors and Omissions</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

B. The District shall be named as an additional insured party. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District 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. At no time shall Engineer be without insurance in the above amounts. Engineer shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.
C. If Engineer 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, Engineer 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.

ARTICLE 10. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Engineer: Kimley-Horn & Associates, Inc.
1777 Main Street, Suite 200
Sarasota, Florida 34236
Attn: Ashley Miele, P.E.

B. If to District: West Villages Improvement District
2501-A Burns Road, Palm Beach Gardens
Florida 33410
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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

ARTICLE 11. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
B. The Engineer agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the work to be performed by Engineer, including litigation or any appellate proceedings with respect thereto.

C. The Engineer hereby acknowledges, agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District’s sovereign immunity pursuant to section 768.28, Florida Statutes, or other statute or law. This Article shall survive any termination of this Agreement.

ARTICLE 12. NEGOTIATION AT ARM’S LENGTH. This Agreement has been negotiated fully between the parties as an arm’s length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

ARTICLE 13. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

ARTICLE 14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

ARTICLE 15. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

ARTICLE 16. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Engineer acknowledges that the designated public records custodian for the District is Todd Wodarska ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer’s possession or, alternatively, keep,
maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.COM, OR AT 2501-A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

ARTICLE 17. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 18. CONTROLLING LAW AND VENUE. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Sarasota County, Florida.

ARTICLE 19. TERMINATION. The District shall have the right to terminate this Agreement immediately due to Engineer’s failure to perform in accordance with the terms of this Agreement or for any reason with thirty (30) days written notice to the Engineer. Engineer shall have the right to terminate this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be afforded a reasonable opportunity to cure such defect. Upon termination, and as the Engineer’s sole and exclusive remedy for any termination hereunder, Engineer is entitled to payment for the portion of the WWTP Services performed up to the date of termination, but subject to any offsets the District may have against such amounts as the Engineer’s sole remedy for recovery under this Agreement.

ARTICLE 20. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District’s best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.
ARTICLE 22. CARE OF THE PROPERTY. Engineer shall use all due care to protect the property of the District, its residents, landowners, paid users, and authorized guests from damage by Engineer or its employees or agents. Engineer agrees to repair any damage resulting from Engineer’s activities and work within twenty-four (24) hours.

ARTICLE 23. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Engineer shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Engineer shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Engineer or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of the WWTP Services. Additionally, the Engineer shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

ARTICLE 24. COMPLIANCE WITH PROFESSIONAL STANDARDS.

A. The Engineer shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of Engineer’s professional and related services performed under this Agreement shall be the care and skill ordinarily used by members of the Engineer’s profession practicing under similar circumstances at the same time and in the same locality. Engineer shall be responsible for, and warrant, the technical accuracy of its services and related documents.

B. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

ARTICLE 25. RECOVERY OF COSTS AND FEES. In the event either the District or Engineer is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, whoever prevails shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorney’s fees, paralegal fees, and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
ARTICLE 26. ASSIGNMENT. Neither the District nor the Engineer may assign this Agreement without the prior written approval of the other.

ARTICLE 27. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest: 

WEST VILLAGES IMPROVEMENT DISTRICT

Assistant Secretary/Secretary Chairman, Board of Supervisors

KIMLEY-HORN & ASSOCIATES, INC.

Witness

By: Thomas M. Stovall, P.E.
Its: Senior Vice President
# Exhibit A

Kimley-Horn and Associates, Inc.

**Hourly Rate Schedule**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyst</td>
<td>$110 - $150</td>
</tr>
<tr>
<td>Professional</td>
<td>$150 - $190</td>
</tr>
<tr>
<td>Senior Professional I</td>
<td>$250 - $285</td>
</tr>
<tr>
<td>Senior Professional II</td>
<td>$190 - $265</td>
</tr>
<tr>
<td>Senior Technical Support</td>
<td>$115 - $185</td>
</tr>
<tr>
<td>Support Staff</td>
<td>$80 - $100</td>
</tr>
<tr>
<td>Technical Support</td>
<td>$85 - $120</td>
</tr>
</tbody>
</table>

Effective through June 30, 2018

Subject to annual adjustment thereafter
May 3, 2018

Mr. Martin Black, Chairman
West Villages Improvement District
2501A Burns Road
Palm Beach Gardens, FL 33410

Re: Proposal for the Southwest Wastewater Reclamation Facility Construction Phase Services

Dear Mr. Black:

Kimley-Horn and Associates, Inc. (the “Engineer”) is pleased to submit this letter agreement (the “Work Authorization”) to The West Villages Improvement District (the “District”) to provide professional engineering services for the above referenced project in accordance with the Agreement between the West Villages Improvement District and Kimley-Horn & Associates, Inc. for Design and Construction Phase Services Relative to Wastewater Treatment Plant dated April 12, 2018. Our project understanding, scope of services and fees are below.

Scope of Services

Task 1 - Construction Administration of Wastewater Treatment Plant

A. Kimley-Horn will coordinate activities with the construction manager at risk (CMAR) on behalf of the Client. Kimley-Horn (along with sub-consultants) will provide an on-site project representative for construction coordination and construction observation services during the construction phase. Kimley-Horn will provide the following construction phase services:

1. Project Representative
2. Conduct project progress/coordination meetings
3. Assist with equipment start-up testing and/or trouble shooting

B. Pre-Construction Conference: Kimley-Horn (along with sub-consultants) will conduct a Pre-Construction Conference prior to commencement of Work at the Site. Kimley-Horn will provide the selected contractor with complete sets of project documents along with copies of the appropriate permits, notices, and documents. Kimley-Horn will prepare a Notice to Proceed for issuance by the District.

C. Clarifications and Interpretations: Kimley-Horn (along with sub-consultants) will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Contractor as appropriate to the orderly completion of Contractor’s work. Any orders authorizing variations from the Contract Documents will be made by the District.

D. Change Orders: Kimley-Horn (along with sub-consultants) will review and make recommendations related to Change Order requests submitted or proposed by the Contractor.

E. Shop Drawings and Samples: Kimley-Horn (along with sub-consultants) will review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
F. Substitutes and "or-equal.": Kimley-Horn (along with sub-consultants) will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents. The substitute or "or-equal" materials and equipment will be subject to the provisions of applicable standards of state or local government entities.

G. Kimley-Horn will conduct weekly on-site project progress/coordination meetings during the anticipated Project construction duration. Kimley-Horn will coordinate and conduct the project progress meetings at a location determined by the District.

H. As the Construction Project Manager, Kimley-Horn will serve as the primary point of contact for the Contractor. Kimley-Horn will coordinate construction activities with the Contractor and communicate construction progress/future activities to the District and City.

I. Kimley-Horn will monitor construction progress in relation to the approved construction schedule and provide all parties with schedule updates.

J. Substantial Completion: Kimley-Horn (along with sub-consultants) will, promptly after notice from Contractor that they consider the entire work ready for its intended use, in company with the District and Contractor, conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

K. Closeout Coordination: Kimley-Horn (along with sub-consultants) will prepare permit closeouts for the affected regulatory agencies, and provide written confirmation to the District for their records.

L. Final Notice of Acceptability of the Work: Kimley-Horn (along with sub-consultants) will conduct a final site visit to determine if the completed work is performed in accordance with the contract documents and the final punch list.

M. Record Drawings and Project Documentation: Kimley-Horn (along with sub-consultants) will review construction records, Operations and Maintenance manuals, and "as-built" record drawings provided by the Contractor.

N. FDEP Permitting:
   1. Kimley-Horn will submit the FDEP form for "Notification of Completion of Construction for Wastewater Facilities or Activities".
   2. Kimley-Horn will submit the FDEP form for "Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals".
   3. Kimley-Horn will submit record drawing and certification submittal to FDEP.

O. Kimley-Horn will review and process Contractor's applications for payment and make payment recommendations to the District.

P. Notwithstanding anything to the contrary, Kimley-Horn shall provide all construction administration services described in Task 1 for the lump sum payment of $495,000 regardless of the time period required to construct the wastewater treatment plant or the reasons for any delays, except that the District shall be responsible for the costs of Professional's construction administration services related to (a) the gross negligence or intentional misconduct of the District; or (b) a material redesign of the wastewater treatment plant caused by discretionary changes made by the District, that cause the actual construction of the wastewater treatment plant to exceed 22 months.
Additional Services if Required

The services described above are those required based upon current governmental rules and regulations for the design, permitting, and construction administration of the SWWWRF. Services requested that are not specifically described above may be provided as a contract amendment.

Method of Compensation

Kimley-Horn will complete the above scope of services for a lump sum fee of $495,000 exclusive of expenses.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Construction Administration of Wastewater Treatment Plant</td>
<td>$ 495,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Lump Sum Fee: $ 495,000</td>
</tr>
</tbody>
</table>

The District agrees to pay Kimley-Horn documented and direct third-party reimbursable expenses related to delivery services, air travel, and other direct expenses necessary for the which shall not exceed a collective amount of $35,000. Any direct reimbursable expenses in excess of $35,000 shall be included in the Scope of Work. In addition, the District agrees to pay for all fees, permitting costs, and expenses necessary for the Project that are payable to governmental entities

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Schedule

Kimley-Horn will begin services immediately upon receipt of an executed agreement.

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to ___________________________

_____ Please copy _______________________________________

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If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Work Authorization in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Work Authorization are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Work Authorization and the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Ashley M. Miele, P.E. Thomas M. Stovall, P.E.
Project Engineer Senior Vice President

West Villages Improvement District
By: ________________________________, Chairman, Board of Supervisors

________________________________________________________________________
(Date)

________________________________________________________________________
(Print or Type Name)

________________________________________________________________________
(Email Address)

OR

By: ________________________________, President/Vice President

________________________________________________________________________
(Date)

________________________________________________________________________
(Print or Type Name)

________________________________________________________________________
(Email Address)

Attest:

______________________________, Secretary/Assistant Secretary

________________________________________________________________________
(Print or Type Name)

Affix Corporate Seal:
UNIT 1: Mulch replenishment is scheduled for April 30th. Dead plants along US41 are currently being replaced by Yellowstone. Damaged areas of grasses on US41 will be repaired as we enter the rainy season. A failed area of pavers at the Island Walk monument still waits for repair. Construction for the new Sarasota effluent line will start in May. There will be work carried out around the US41 monuments which may limit pedestrian and bike passage in this section.

UNIT 2: New landscaping was installed on the Parkway median by Yellowstone. Hog damage continues to be an issue on the Parkway South. The Ranch has set up traps in this area and have removed several hogs off the property. A security guard is now in place on the Parkway South. This guard will stop and turn around any unauthorized vehicles.

IRRIGATION LAKE: Lake level is slowly dropping due to time of year, lack of rain and extra demand. I have reached out to all concerned asking to conserve water when ever possible and to remind homeowners to water only twice a week.

DISTRICT LIGHTING: Up lights on US41 were repaired by Nostalgic last month. There are normal outages on the Parkway up to the road realignment, lights inside this area will remain out until road construction is complete.