



**WEST VILLAGES
IMPROVEMENT DISTRICT**

**CITY OF NORTH PORT
SARASOTA COUNTY
REGULAR BOARD MEETING
APRIL 14, 2022
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

AGENDA
WEST VILLAGES IMPROVEMENT DISTRICT
19503 S. West Villages Parkway, Meeting Room Across From #A14
Venice, Florida 34293
<https://us02web.zoom.us/j/87509654850>
Code: 11036 Meeting ID: 875 0965 4850
Dial In: 1-929-436-2866
REGULAR BOARD MEETING
April 14, 2022
11:00 a.m.

A. Call to Order	
B. Proof of Publication	Page 1
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Miscellaneous Notices

Published in Sarasota Herald-Tribune on April 5, 2022

Location

Sarasota County, Florida

Notice Text

NOTICE OF BOARD MEETING
WEST VILLAGES
IMPROVEMENT DISTRICT

Notice is hereby given that the Board of Supervisors (Board) of the West Villages Improvement District (District) will hold a regular meeting of the Board on April 14, 2022, at 11:00 A.M. remotely via Zoom communications media technology and in person at 19503 S. West Villages Parkway, in the Conference Room across from #A14, Venice, Florida 34293. Attendance via Zoom is strongly encouraged in lieu of in-person attendance.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agenda for this meeting may be obtained by contacting the District Manager by email at wcrosley@sdsinc.org, by telephone at 941-244-2805, or by visiting the District s website, westvillagesid.org. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

As a public health precaution, all those attending the meeting in person will be asked to wear a mask and maintain social distancing. The District fully encourages public participation in a safe and efficient manner in light of the COVID-19 public health emergency. To that end, the District recommends that any member of the public interested in listening to and participating in the meeting remotely do so by logging into Zoom via their computer at <https://us02web.zoom.us/j/87509654850> and entering the meeting ID of 875 0965 4850, Passcode 11036, or by dialing in telephonically at 1-929-436-2866 and entering the conference identification number 875 0965 4850, passcode 11036.

In the event that the COVID-19 public health emergency prevents the meeting from occurring in-person, the District may conduct the meeting entirely by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to any relevant Executive Orders issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Information about how the meeting will occur, assistance connecting to the meeting or arranging further accommodations for participation, and any other questions can be addressed by contacting the District Manager s office at the phone number or e-mail above, or by visiting the District s website.

One or more Supervisors, staff or other individuals are anticipated to participate by Zoom. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting or to obtain access to the telephonic, video conferencing, or other communications media technology used to conduct this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at 941-244-2805. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

William Crosley, District Manager
West Villages Community Development District
WEST VILLAGES IMPROVEMENT DISTRICT
www.westvillagesid.org
1t- 4/5/22 (7114356)

**WEST VILLAGES IMPROVEMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
MARCH 10, 2022**

A. CALL TO ORDER

The March 10, 2022, Regular Board Meeting of the West Villages Improvement District (“WVID” or the “District”) was called to order at 11:04 a.m. at 19503 S. West Villages Parkway, #A4, Venice, Florida 34293 and via Zoom: <https://us02web.zoom.us/j/87509654850>, Meeting ID: 875 0965 4850, Dial In: 1-929-436-2866.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed the notice of the Regular Board Meeting had been published in the *Sarasota Herald-Tribune* on March 2, 2022, 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:

Chairman	John Luczynski	Present in person
Vice Chairman	Steve Lewis	Present in person
Supervisor	Tom Buckley	Absent
Supervisor	Victor Dobrin	Present in person
Supervisor	Christine Masney	Present in person

Staff members in attendance were:

District Manager	William Crosley	Special District Services, Inc.
District Counsel	Lindsay Whelan	Kutak Rock LLP
District Engineer	Richard Ellis (via Zoom)	Dewberry

There were also several District residents present who did not sign in.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC

There were several residents present in person from the Preserve community. One resident commented that his concern was about the loss of the tree/landscape buffer between his community and the River Road expansion project that was planned in 2004. This River Road expansion project was not a planned improvement of the District and was a project of the State of Florida Department of Transportation. The concern was that the new road would create noise, visual and security concerns

Another resident commented that municipalities will illegally annex land to help their coffers and developers and builders will only do what is good for their bottom line. He also noted that two years ago there were political signs along River Road looking for votes to promote the expansion project. Mr. Luczynski responded that it is not yet known exactly how much of the existing buffer will be affected, and those plans were not yet finalized. The District's Manager, Operations' Manager and Engineer, along with the Chairman had a conversation with FDOT representatives last October and one of the questions that the District asked was about landscaping buffers and tree removal. FDOT responded that the second phase of design would be landscaping plans, which have not yet been approved. There was a precursor that trees would be impacted, which is why the District was being proactive on this matter and the reason that District staff was instructed by the District Chairman at the February Board Meeting to work with the Preserve HOA on a plan for around the pond and particularly, on the road side area in order to come up with a landscape program to start putting trees up front to help this issue not withstanding whatever FDOT is going to do in the right-of-way with landscaping, in order to stay ahead of it.

Mr. Luczynski also noted that a wall adjoining the wall of the neighborhood would have been solely the responsibility of the builder, DR Horton, not the District. Other communities that have walls were also the choice of the builders in Renaissance, Oasis and Tortuga. The Preserve is the only existing community along River Road that did not have a wall constructed along the boundary by its developer. District staff will work with the Preserve HOA, not individual residents, on plans that may be utilized going forward. Plans are subject to FDOT approval. In the event that FDOT's minimum standards for the project landscape/tree buffer do not satisfy the Preserve HOA Board, the District is willing to work with the Preserve HOA Board on addressing matters that could be considered above the level of FDOT, but those costs will be borne by only those receiving the benefit of the improvements. Mr. Luczynski asked that a Preserve ad-hoc Committee be formed and include a current Preserve HOA Board Member, in order to facilitate communication with WVID staff. The idea is to see if a plan can be agreed upon by more than a majority of the Preserve resident owners with final approval by the Preserve HOA Board of Directors. The residents overwhelmingly thanked District Supervisors and staff.

All of those members of the public in attendance left after the discussion even though it was stated that they were welcome to stay and continue to be present during the rest of the meeting.

F. APPROVAL OF MINUTES

1. February 10, 2022, Regular Board Meeting

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney approving the minutes of the February 10, 2022, Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

G. GENERAL DISTRICT MATTERS

1. Public Hearing – Adopting Revised Permit and Development Review Rates, Fees and Charges

a. Proof of Publication

Proof of publication was presented which showed the notice of the Public Hearing had been published in the *Sarasota Herald-Tribune* on March 1, 2022, as legally required.

b. Receive Public Comment on Adopting Revised Permit and Development Review Rates, Fees and Charges

There was no public comment on the Adopting a Revised Permit and Development Review Rates, Fees and Charges...

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

c. Consider Resolution No. 2022-04 – Adopting Revised Permit and Development Review Rates, Fees and Charges

Resolution No. 2022-04 was presented, entitled:

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT ADOPTING REVISED PERMIT AND DEVELOPMENT REVIEW RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A **MOTION** was made by Mr. Lewis, seconded by Mr. Dobrin and passed unanimously adopting Resolution No. 2022-04, as presented.

2. Consider Ratification of Agreement to Implement the Uniform Method for the Collection and Enforcement of Non-Ad Valorem Assessments

A **MOTION** was made by Mr. Lewis, seconded by Ms. Masney and passed unanimously ratifying the Agreement to Implement the Uniform Method for the Collection and Enforcement of Non-Ad Valorem Assessments, as presented.

H. UNIT OF DEVELOPMENT NO. 6

1. Consider Ratification of Agreement with Environmental Consulting and Technologies, Inc.

A **MOTION** was made by Ms. Masney, seconded by Mr. Lewis and passed unanimously ratifying the Agreement with Environmental Consulting and Technologies, Inc. for general hydrogeological and irrigation program related services for the amount not to exceed \$112,000, as presented.

I. ADMINISTRATIVE MATTERS

1. District Engineer

Mr. Ellis reported that, at the Board's request, he would provide an exhibit map of all District owned property at the next meeting. In addition, he noted there was ongoing cooperation with the City of North Port in regard to the FEMA rate study.

2. District Attorney

Ms. Whelan reported that the boundary amendment legislation was not yet approved at the time of today's meeting, but it was expected that that portion of the boundary amendment process would be approved before the end of the day. In addition, a referendum of the landowners is required to formally approve the boundary amendment, which is anticipated to be held in June, once it has been approved by the State legislature.

3. District Operations' Manager

The District Operations' Manager had no updates at this time.

4. District Manager

Mr. Crosley reported that the next Regular Board Meeting was scheduled for April 14, 2022, and the Landowners' Meeting was scheduled for June 9, 2022. Supervisor Dobrin's term expires in November 2022. The qualifying period for those Supervisors to submit their paperwork to the County runs from noon on June 13, 2022, through noon on June 17, 2022.

J. BOARD MEMBER COMMENTS

Mr. Dobrin thanked Mike Smith for his tour of the District and the water treatment plant that is currently under construction. Mr. Dobrin also thanked Lindsay Whelan for her help with current fishing policies in District owned ponds. Mr. Dobrin also asked if there were chemicals used to treat the irrigation lakes. Mr. Smith responded that there were chemicals used when needed, but he did not know what was being used in Gran Paradiso because those lakes are managed by the POA under the current maintenance agreement between the District and the POA.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:11 p.m. on a MOTION made by Mr. Lewis, seconded by Ms. Masney and passed unanimously.
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Secretary/Assistant Secretary

Chair/Vice Chair

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT IMPLEMENTING CHAPTER 2004-456, LAWS OF FLORIDA, AND SECTION 189.041, FLORIDA STATUTES, AND REQUESTING THAT THE SARASOTA COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the West Villages Improvement District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*, being situated within the City of North Port and unincorporated Sarasota County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Chapter 2004-456(2)(3), *Laws of Florida*, and to instruct the Sarasota County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT:

1. GENERAL ELECTION SEATS. Seat 5, currently held by Victor Dobrin is scheduled for the General Election beginning in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. QUALIFICATION PROCESS. For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a permanent resident of the State of Florida, a freeholder or freeholder's spouse, a resident of the District, and who is registered to vote with the Sarasota County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. TERM OF OFFICE. The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

4. REQUEST TO SUPERVISOR OF ELECTIONS. The District hereby requests the Supervisor to conduct the District's General Election in November 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands

that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

5. PUBLICATION. The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

7. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 14th day of April 2022.

**WEST VILLAGE IMPROVEMENT
DISTRICT**

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
WEST VILLAGES IMPROVEMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the West Villages Improvement District ("District") will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the Sarasota County Supervisor of Elections located at 101 South Washington Boulevard, Sarasota, Florida 34236; Ph: (941) 861-8600. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a permanent resident of the State of Florida, a freeholder or freeholder's spouse, a resident of the District, and who is registered to vote with the Sarasota County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The West Villages Improvement District has one (1) seat up for election, specifically seat 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, and in the manner prescribed by law for general elections.

For additional information, please contact the Sarasota County Supervisor of Elections.

Publish on or before May 30, 2022.

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WEST VILLAGES IMPROVEMENT DISTRICT GRANTING THE CHAIRPERSON AND VICE CHAIRPERSON THE AUTHORITY TO APPROVE IRRIGATION INFRASTRUCTURE PROPOSALS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IRRIGATION IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the West Villages Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 189, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended (the "Enabling Legislation"); and

WHEREAS, the Enabling Legislation authorizes the District to construct, install, operate, and/or maintain public infrastructure improvements service the property within its boundaries including irrigation infrastructure improvements; and

WHEREAS, in conjunction with the closing on bonds issued for the purpose of financing the development of the lands within the District, the District has previously and will in the future adopt a plan of improvements relative to each project to be financed by such bonds (collectively, the "Improvement Plan") which sets forth the scope of the public improvements planned to be constructed and/or acquired by the District (the "Improvements"); and

WHEREAS, each Improvement Plan, and any amendment thereto, has previously and in the future will be approved by the District's Board of Supervisors (the "Board") at a duly noticed public meeting; and

WHEREAS, in connection with the development of the Improvements in accordance with the Improvement Plan, which includes, but is not limited to, the construction and/or installation, operation, and maintenance of irrigation improvements (the "Irrigation Improvements"), the District is required, from time to time, to request proposals (the "Proposals"), falling under the bidding threshold requirements in accordance with Section 255.20, *Florida Statutes*, for the Irrigation Improvements; and

WHEREAS, the District would request the Proposals from the sole providers of the irrigation infrastructure; and

WHEREAS, to facilitate the efficient development of the Irrigation Improvements, the District desires to authorize the Chairperson and Vice Chairperson to approve and execute the Proposals or agreements relative to the construction and/or installation, operation, and maintenance of the Irrigation Improvements (the "Approval Authority"); and

WHEREAS, the Approval Authority shall be subject to the District Engineer and District Counsel agreeing that each such Proposal is consistent with the District's Improvement Plan, and necessary for the development of the Irrigation Improvements; and

WHEREAS, the Board finds that granting to the Chairperson and Vice Chairperson the Approval Authority is in the best interests of the District so that the development of the Irrigation Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE WEST VILLAGES
IMPROVEMENT DISTRICT:**

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

2. DELEGATION OF AUTHORITY. The District's Chairperson and Vice Chairperson are hereby authorized to sign, accept, or execute Proposals as defined above. The Chairperson, Vice Chairperson, Secretary, and Assistant Secretary of the Board are hereby authorized to countersign such Proposals signed by the Chairperson or Vice Chairperson. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of April 2022.

ATTEST:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

Chairman, Board of Supervisors

PERSONNEL LEASING AGREEMENT
[PROJECT MANAGEMENT AND DEVELOPMENT RELATED SERVICES]

THIS PERSONNEL LEASING AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 2022, by and between **Wellen Park, LLLP** (the “Developer”), and the **West Villages Improvement District**, a special-purpose unit of local government established pursuant to Chapter 2004-456, *Laws of Florida* (the “District”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating, and/or maintaining certain improvements within and without the boundaries of the Wellen Park development (the “Development”); and

WHEREAS, Special District Services, Inc. (the “District Manager”) is charged with the supervision of the works of the District including the hiring or provision of District employees, independent contractors, and other personnel; and

WHEREAS, the District has a need to utilize certain supplemental part time personnel to assist with construction project management and development related services (the “Services”) related to the provision of its public infrastructure projects (the “District Projects”); and

WHEREAS, due to the varying and inconsistent nature of the District’s construction activities, the District’s resources are best utilized by providing for the Services through the temporary leasing of such personnel rather than by the District hiring its own full or part time personnel; and

WHEREAS, the Developer employs significant full-time on-site personnel who oversee the Developer’s ongoing construction activities within the Development (the “Developer Projects,” and together with the District Projects, the “Projects”); and

WHEREAS, the District Projects and the Developer Projects are intertwined such that the timely and successful delivery of each of the projects is dependent on the timely and successful delivery of the other; and

WHEREAS, the District accordingly desires to enter into an agreement with the Developer to provide certain personnel to the District on an as-needed, part time basis, in order to assist the District with the completion of the Services and the Developer is amenable to same.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. The District hereby agrees to lease from the Developer, and the Developer hereby agrees to lease to the District, an individual or individuals acceptable to the District, for whatever sufficient time each week is necessary to complete the Services as set forth in more detail herein (the “Development Administrator(s)”).

3. DUTIES. The Development Administrator(s) shall be responsible for providing construction project management and development related services, on a part time as-needed basis, to the District relative to the District Projects. All services required to be rendered by the Development Administrator(s) hereunder on the District’s behalf shall be rendered subject to the consent, control, and direction of the District through the offices of the District Manager.

4. COMPENSATION TO THE DEVELOPER FOR LEASE OF PERSONNEL. Due to i) the cost and time efficiencies gained for both parties’ development of the Projects, and ii) other mutual benefit to the parties resulting from the Developer’s provision of the Development Administrator(s), the parties acknowledge and agree there shall be no compensation for and in consideration of the utilization of the Development Administrator(s) by the District. Accordingly, any office space, supplies, support services, and/or other overhead or facilities needed by the Development Administrator(s) in furtherance of the completion of the Services hereunder shall be furnished by the Developer at no cost to the District.

5. EMPLOYMENT OF DEVELOPMENT ADMINISTRATOR(S). For the avoidance of doubt, the Development Administrator(s) shall be deemed independent contractors, and not employees, of the District. Accordingly, the Developer agrees that it shall be solely responsible for all salary, employee benefits, and all payroll-related taxes and charges associated with the Developer’s employment of the person(s) serving as Development Administrator(s). In no event shall this Agreement be construed as an employment agreement between the Development Administrator(s) and the District. In furtherance thereof, while the District can ask for assignment or reassignment of a specific Development Administrator(s), only the Developer may terminate the employment relationships of the individual or individuals serving as Development Administrator(s).

6. RELATIONSHIPS. The Developer and the District shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or obligate the other. The Developer and the District acknowledge and agree that the Development Administrator(s) shall be employees of the Developer. In furtherance thereof, the Developer acknowledges and agrees that it shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Development Administrator(s), including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Development Administrator(s).

7. TERM; TERMINATION. The term of this Agreement shall be for a one (1) year period commencing as of the date written above. This Agreement shall automatically renew

each year unless terminated by either party. Either party may terminate this Agreement at any time, without cause, by giving at least thirty (30) days written notice to the other party or immediately with cause.

8. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the substantially non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the substantially prevailing party, including but not limited to attorneys' fees, paralegal fees and expert witness fees and costs.

9. NOTICES. All notices, requests, consents, and other communications hereunder ("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 Developer:** Wellen Park, LLLP
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attention: Rick Severance
Attention: Leslie Candes
- B. If to District:** West Villages Improvement District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attention: District Manager
- With a copy to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attention: District Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. 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.

10. INDEMNIFICATION. The Developer agrees to indemnify and hold the District harmless from and against any and all damages, losses, or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions, or negligence of the Development Administrator(s).

11. SOVEREIGN IMMUNITY. The Developer agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

12. INSURANCE. The Developer shall, at its own expense, maintain insurance during the performance of the Development Administrator(s) services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000
Property Damage (including Contractual)	\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	

The Developer shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement. The Developer is responsible to notify the District immediately of any cancellation or non-renewal of insurance. If the Developer receives notice of cancellation or non-renewal from an insurer, then the Developer shall deliver to the District a copy of such notice within five (5) days of receipt of such written notice. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall the Developer fail to maintain insurance in the above amounts.

If the Developer fails to have secured and maintained the required insurance, the District shall notify Developer and, if such failure is not cured within three (3) business days of the Developer's receipt of such notice, the District shall have the right to terminate this Agreement with immediate effect on notice to the Developer.

13. THIRD-PARTY BENEFICIARIES; BINDING EFFECT. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

14. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

15. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

16. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is William Crosley ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 Contractor 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 Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-630-4922, WCROSLEY@SDSINC.ORG, OR AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

17. UNENFORCEABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter.

19. ASSIGNMENT. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

20. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**WEST VILLAGES IMPROVEMENT
DISTRICT**

Assistant Secretary

John Luczynski
Chairman, Board of Supervisors

Attest:

WELLEN PARK, LLLP,
a Florida limited liability limited partnership

By: **Thomas Ranch Land Partners GP, LLC,**
a Delaware limited liability company

By: **Thomas Ranch Manager, LLC,**
a Delaware limited liability company

Name: _____
Its: Vice President

LIGHTING EQUIPMENT LEASE

THIS LIGHTING EQUIPMENT LEASE (herein the "Lease") is executed as of April 14, 2022 by and between Off Grid Lighting, LLC, a Florida limited liability company (herein, the "Lessor"), and West Villages Improvement District, a Florida independent special district (herein the "Lessee"), (Lessor and Lessee are herein sometimes referred to individually as a "Party" and collectively as the "Parties") and the Parties agree as follows:

1. DESCRIPTION OF LEASED LIGHTING EQUIPMENT AND LEASE.

(a) Lessor shall purchase (77) ISSL Plus solar light fixtures, called, the "Equipment") and have the Equipment installed at the property of Lessee located at Grand Lake Walking Trail 19503 S. West Villages Parkway #14 Venice, FL 34293, Sarasota County Property Identification No. 0783101000 (the "Property") by ViaSol Lighting ("ViaSol") in accordance with Addendum A – Scope of Work and Addendum B – Lighting Configuration, both attached hereto.

(b) Lessor leases the Equipment to Lessee, and Lessee leases the Equipment from Lessor, for a term of twenty (20) years (the "Lease Term") commencing on the 1st day of the first full calendar month following i) the completion of the installation of the Equipment based on the agreed photometrics, wherein such improvements are operational and ii) the completion of any work needed to restore the Property to its original condition, after installation of the Equipment (the "Lease Commencement Date").

(c) Lessee shall pay Lessor monthly lease payments (the "Lease Payments") consisting of \$2,080.00 per month in Lease Year 1. Beginning in Lease Year 2 and each subsequent Lease Year annual payments will increase by 1% per year. A "Lease Year" is defined as a period of 12 calendar months commencing on the Lease Commencement Date and ending on the last day of the 12th calendar month thereafter.

(d) Upon the execution of the Lease, Lessee shall pay Lessor \$4,16.00 which shall be applied to the payment of the final 2 monthly Lease Payments prior to the expiration of the Lease Term; provided that, Lessee has paid and performed all of its obligations under the terms of this Lease.

e) When the Equipment is ready to be delivered and installed, Lessee may delay the installation of the Equipment for 30 days upon notice to Lessor without penalty. However, if the Lessee requests delaying the installation of the Equipment for more than 30 days, then, to defray Lessor's additional costs and expenses, Lessee shall pay Lessor \$2,080.00 per month prorated on a daily basis until the commencement of installation of the Equipment is permitted by Lessee. These payments shall be in addition to the monthly Lease Payments required to be paid by Lessee in subparagraph (c) above.

2. PERMITS. Lessee gives permission to Lessor, ViaSol and its contractors, subcontractors and agents to enter onto Lessee's property and install the Equipment. Lessee, at Lessee's expense, shall be responsible for, and obtain, all required State, county and local permits to install the Equipment and represents and warrants to Lessor that all required permits have been obtained.

3. INSTALLATION. Lessor shall be responsible for causing ViaSol and its contractors to install the Equipment in a workmanlike manner and according to the scope of work described in Addendum A.

4. PAYMENTS. The Lessee shall make the monthly Lease Payments to Lessor as provided in paragraph 1 above on the 1st day of each month by ACH payment or direct deposit to Lessor's account as designated to Lessee in writing. All Lease Payments outstanding at the termination or expiration of this Lease shall remain due and payable until paid. The Lessee shall not be entitled to withhold or abate any payment due under this Lease.

5. CONTRACTOR'S INSURANCE. Lessor shall ensure that ViaSol and its contractors and subcontractors shall obtain and maintain such insurance as will protect it, Lessor and Lessee from claims under workmen's compensation acts and from claims for damages because of property damage or bodily injury, including death, which may arise from and during the installation of the Equipment, whether such operations be by ViaSol or by any of its contractors, subcontractors, agents or anyone directly or indirectly employed by either of them. ViaSol shall be responsible to the Lessee for the acts and omissions of its employees, agents, contractors, and their employees, and other persons performing any of the work for, or under, this Lease on behalf of the Lessor, and all insurance obtained to mitigate such risks shall name Lessor and Lessee each as an additional insured. ViaSol shall obtain copies of its, and each contractor's, insurance certificates and shall provide those to Lessee, upon Lessee's request.

6. LESSEE'S INSURANCE. Lessee shall carry insurance during the entire Lease Term hereof with terms, and shall maintain the following coverages in the following amounts:

(a) Comprehensive or commercial general liability insurance, including contractual liability, on an occurrence basis, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering the Lessor as an additional insured; and

(b) Insurance for any damage to the Equipment for any and all "Risks", including but not limited to vandalism, accidental damage, wind, fire, hurricanes, floods or any other potential cause of damage to the Equipment with Lessor as an additional insured and "Loss Payee". All insurance proceeds received for damage or destruction of the Equipment shall be used for the repair or replacement of the Equipment as necessary.

7. **WAIVER OF JURY TRIAL.** Lessee and Lessor hereby knowingly, intentionally, and voluntarily waive any right they and/or their successors and assigns may have to a trial by jury or a jury determination of any fact in any litigation based on this Lease, or arising, out of, under, or in connection with this Lease, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.

8. **MAINTENANCE AND REPAIR.** Lessor makes no representations or warranties, whatsoever, as to the Equipment; however, Lessor shall assign its rights, if any, under any manufacturer's warranty as to the Equipment; and simultaneously with the execution of this Lease, Lessee and ViaSol shall enter into an agreement for the maintenance of street lighting under the terms of which, the Equipment shall be monitored, maintained, serviced, repaired and replaced, if necessary. Lessor shall have no obligation or liability to Lessee under any of the terms of that agreement.

9. **NO WARRANTIES OF LESSOR.** LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY LEASED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR AND LESSEE SHALL NOT MAKE ANY CLAIM AGAINST LESSOR FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT EXCEPT PURSUANT TO THE PARAGRAPH HEREIN TITLED "LESSEE REMEDIES." FOR THE AVOIDANCE OF DOUBT, THIS SECTION 9 SHALL HAVE NO EFFECT ON THE LESSOR'S INDEMNIFICATION REQUIREMENTS PURSUANT TO THE PARAGRAPHS HEREIN TITLED "CONTRACTOR'S INSURANCE" AND "INDEMNIFICATION."

10. **PURCHASE OPTION.** The Lessee shall have the option to either purchase the Equipment from the Lessor upon the expiration of the Lease Term; or extend the term of this Lease; provided that Lessee gives prior written notice of the exercise of its option not less than 180 days prior to the expiration of the Lease Term. The purchase price of the Equipment or the extension of this Lease shall be on terms to be mutually agreed upon by the Parties. Upon payment of the agreed purchase price, the Lessor shall transfer the Lessor's interest in the Equipment to the Lessee by Bill of Sale "As-Is, Where Is" without any representation or warranty whatsoever, If the Lessee does not exercise its option to purchase the Equipment before this Lease expires or enter into an agreement to extend the term of this Lease, then this Lease shall terminate. Unless the Lessee purchases the Equipment, the Lessor shall have the right, but not the obligation, to remove part, or all, of the Equipment upon the expiration of this Lease.

11. **ADDITIONAL SIGNATURES AND EFFORTS.** Each Party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of carrying out the terms of this Lease.

12. **INDEMNIFICATION.** Lessee shall be responsible for any losses, damages, penalties, claims, suits, and actions (collectively, Claims), whether based on a theory of strict liability or otherwise caused by or related to the ownership, use or possession of

the Equipment or any accident in connection with the operation, use, condition, or possession of the Equipment resulting in injury to person or property or death to any person resulting from Lessee's gross negligence or willful misconduct. Lessee shall protect, hold harmless and indemnify the Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including without limitation, attorneys' fees and expenses, penalties, interest, and any other costs arising from this Lease, arising from any Claims. This paragraph shall survive the expiration or termination of this Lease. Notwithstanding the foregoing, Lessor agrees that nothing herein shall constitute or be construed as a waiver of Lessee's limitations on liabilities contained in section 768.28, Florida Statutes, or other law. This paragraph shall survive the expiration or termination of this Lease.

13. **LATE CHARGES.** If the Lessee makes any Lease Payments more than 7 days after the date it is due, the Lessor shall be entitled to a late fee of five percent (5%) of the late or unpaid Lease Payment which along with the late or unpaid Lease Payment shall be due with and included as part of the subsequent Lease Payment.

14. **NO VOLUNTARY EARLY TERMINATION.** Neither Party has the right or option to voluntarily terminate this Lease, except in the event of default.

15. **DEFAULT.** Any one or more of following events shall be considered a "default" under this Lease: (a) failure of the Lessee to timely pay any Lease Payment or other payment required to be paid hereunder at the time specified herein; and (b) failure by the Lessee or the Lessor to observe or perform any obligation under this Lease.

16. **LESSEE REMEDIES.** If Lessor defaults under this Lease, the Lessee shall, within ten (10) days of each default, provide written demand upon the Lessor to cure each default within thirty (30) days of the Lessor's receipt of the written demand to cure ("Cure Period"). If Lessor fails to cure within the Cure Period, the Lessee may terminate this Lease by providing written notice of termination to the Lessor within five (5) days of the expiration of the Cure Period. Upon terminating the Lease under this paragraph, i) the Lessee shall no longer be obligated to pay any Lease Payments and ii) at Lessee's option, the Lessor shall be required to promptly disassemble and remove the Equipment at its own cost and expense. The Lessor agrees to pay all of the Lessee's costs of enforcing this Lease, whether or not suit is filed, including but not limited to filing costs, service of process, expert witness fees, and reasonable attorneys' fees. This paragraph shall survive any termination of the Lease.

17. **LESSOR REMEDIES.** If Lessee defaults and fails to cure any default after 10 days prior written notice and opportunity to cure, the Lessor may do one or more of the following: (a) cancel or terminate this Lease or any or all agreements that the Lessor has entered into with Lessee in which event, Lessor shall have the right to disassemble and remove the Equipment or any part thereof; and/or (b) require the Lessee to immediately pay the Lessor, as compensation for loss of the Lessor's bargain and not as a penalty, (i) the sum equal to the present value of all unpaid Lease Payments for the remainder of the term discounted at 5% per annum, compounding monthly; plus (ii) all

other amounts due or that become due under this Lease (the "Accelerated Payment"). Interest shall accrue on the Accelerated Payment at 8% per annum, compounding monthly, from the date the Lessee defaults until paid (the "Interest Charge") (the Accelerated Payment and Interest Charge are collectively referred to herein as "Damages"). The Lessee agrees to pay Damages and all of the Lessor's costs of enforcing this Lease, whether or not suit is filed, including but not limited to filing costs, service of process, expert witness fees, and reasonable attorneys' fees. This paragraph shall survive any termination of the Lease.

For example: If at the end of the 5th lease year, assuming the lease is current and in good standing, the NPV of all future payments would equate to \$289,445.

If at the end of the 10th lease term, assuming the lease is current and in good standing, the NPV of all future payments would equate to \$221,745.

If at the end of the 15th lease term, assuming the lease is current and in good standing, the NPV of all future payments would equate to \$127,807.

18. TITLE AND TAX BENEFITS. The Lessor is the owner of and shall hold title to the Equipment. All benefits of owning and operating the Equipment shall inure to the Lessor, including but not limited to any tax incentives, tax credits or tax deductions. This Lease conveys only the right to have the light generated by the equipment. The Lessee agrees this transaction is a true Lease. However, if this transaction is deemed to be a Lease intended for security, Lessee grants the Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Lease is deemed a finance Lease, the Lessee shall deliver to the Lessor signed financing statements or other documents the Lessor requests to protect the Lessor's interest in the Equipment. THE LESSEE AUTHORIZES THE LESSOR TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND APPOINT THE LESSOR OR THE LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

19. ASSIGNMENT OF LEASE. THE LESSEE MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE EQUIPMENT OR LESSEE'S INTEREST IN THIS LEASE WITHOUT THE EXPRESS WRITTEN PERMISSION OF LESSOR. The Lessor may, upon notifying Lessee, sell, assign, or transfer this Lease, any portion hereof, or Lessor's rights in the Equipment. Lessee agrees that the new owner shall have the same rights and benefits that the Lessor now has under this Lease. The rights of the new owner shall not be subject to any claim, defense, or set-off Lessee might have against the Lessor.

20. EASEMENT RIGHTS. The Lessee shall provide Lessor and ViaSol with written approval to install the Equipment on the Property. This may be in the form of a confirmation email stating that the Lessor has the right to install the Equipment in the locations specified in the Lighting Study that was supplied to the Lessee.

21. ACCESS.

The Lessee shall permit the Lessor, ViaSol and its contractors and agents' reasonable access to any and all portions of the Equipment for purposes of inspection, maintenance, testing, and repair.

22. NOTICES. All notices shall be provided by certified mail delivered to each party's principal office, by regular mail, personal delivery or by email to an email address provided below (or as may be subsequently changed in writing upon notice to the Parties) by each of the Parties. Notices shall be deemed given when delivered.

Lessor's address for notices: Off Grid Lighting, LLC
SFG Funding, LLC, Manager
Attn. Russell G. Stone, Manager
2536 Illinois Rd.
Northbrook, IL 60062
Phone: 773-230-9164
Email: rstone@stonegrp.com

Lessee's address for notices: West Villages Improvement District
c/o Special District Services
2501-A Burns Rd
Palm Beach Gardens, FL 33410

With a Copy To: Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302
Attn: Lindsay Whelan

23. FORCE MAJEURE. In the event of war, fire, governmental regulation, labor dispute, shortages, or delays caused by or affecting manufacturers, suppliers, shippers, and any other event beyond the Lessor's control and notwithstanding the paragraph herein titled, "LESSEE REMEDIES", Lessor shall not be liable to Lessee for failure to perform any obligation under this Lease.

24. JOINTLY DRAFTED. The Parties acknowledge that this Lease was drafted and/or reviewed jointly by the Parties, and that the Parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each Party's own choosing for the review of the terms of this Lease prior to its execution. In the event of any dispute over the interpretation of this Lease, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.

25. ENTIRE AGREEMENT. The Parties agree that the terms and conditions contained in this Lease comprise the entire agreement between the parties regarding the lease of the Equipment. No amendments to this Lease shall be permitted, unless

signed by both Parties. Both Parties agree that the express terms of this Lease shall not be explained, modified, or contradicted by any prior course of dealing between the Parties or by any usage of the general trade.

26. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same document. Documents delivered via facsimile or email with electronic signatures shall be considered originals.

27. BINDING EFFECT. This Lease shall inure to the benefit of, and shall be binding upon, Lessor and Lessee and their respective successors and assigns.

28. CERTIFICATION AND AUTHORIZATION. Each Party expressly certifies that the authorized agent below has the authority to execute this Lease and that the Party has complied with all internal policies, procedures, and applicable law upon which authority to execute this Lease is predicated. Furthermore, the Lessee certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Lease in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Lease to notice and hearing where applicable, performed any other acts required for approval and adoption of this Lease as a valid obligation by the Lessee, and that it has sufficient funds available to pay all amounts due hereunder.

29. GOVERNING LAW AND SEVERABILITY. This Lease shall be governed by the laws of the State of Florida and any suits pertaining to this Lease shall be brought in the jurisdiction wherein the Equipment is located. If a court of competent jurisdiction shall determine that any provision of this Lease is unenforceable, the remaining provisions shall remain in full force and effect.

30. EFFECTIVE DATE. After both Parties execute this Lease, the effective date shall be the date the Lessor executes this Lease.

31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Lessor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

32. PUBLIC RECORDS. Lessor understands and agrees that all documents of any kind provided to the Lessee in connection with this Agreement may be public records, and, accordingly, Lessor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Lessor acknowledges that the designated public records custodian for the Lessee is William Crosley or his replacement (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Lessor shall 1) keep and maintain public records required by the Lessee to perform the service; 2) upon request by the Public Records Custodian, provide the Lessee 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 Lessor does not transfer the records to the Public Records Custodian of the Lessee; and 4) upon completion of the contract, transfer to the Lessee, at no cost, all public records in Lessor'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 Lessor, the Lessor 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 Lessee in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

33. E-VERIFY REQUIREMENTS. The Lessor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Lessee may terminate this Agreement immediately for cause if there is a good faith belief that the Lessor has knowingly violated Section 448.091, Florida Statutes.

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

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

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

IN WITNESS WHEREOF, this Lease has been executed by the Parties below.

Lessor:

Off Grid Lighting, LLC, a
Florida limited liability company

By: SFG Funding LLC, a Florida
limited liability company, Its Manager

By: _____
Russell G. Stone, Manager

Witness

LESSEE:

WEST VILLAGES IMPROVEMENT
DISTRICT

Chairman, Board of Supervisors

Secretary/Assistant Secretary

Addendum A – Scope of Work

In accordance with the plan, as detailed in the Photometric and Autonomy Studies submitted by ViaSol to the Lessee, the Lessor shall cause ViaSol to complete the installation of the following “Equipment”:

- 77 ISSL Plus Solar Lighting Fixtures

LOCATION OF EQUIPMENT: Lessee shall stake the locations of the Equipment on roadways and commercial property prior to the installation of the Equipment. To assist the Lessee with the staking process, ViaSol Lighting shall provide the Lessee with a final design sketch that reflects the Equipment locations approved by the Lessee and will participate in the staking of light pole positions at the request of the Lessee.

UNDERGROUND OBSTRUCTIONS: Lessee shall locate and advise ViaSol through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by ViaSol at the installation site. Any and all costs or liability for damage to Underground Facilities by the Lessor or ViaSol that were not properly identified by the Lessee, as described under this paragraph, shall be paid by the Lessee, except for those claims, losses or damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance or removal of the Equipment. The phrase “property damage” includes, but is not limited to, damage to property of the Lessee, the Lessor, or any third parties.

Addendum B: Lighting Configuration –

	ISSL + Fixture
Number of Lights	77
Fixture Color	Black
Light Color	4000 Kelvin light temperature
Motion Sensor	No
Light Head	LED 20 Watt
Arm	N/A
Pole Type	16' ft above grade direct burial composite fiberglass pole
Pole Color	Black
Installation Included	Yes

Agreement for the Maintenance of Street Lighting

**By and Between SOS Solar Inc. D/B/A Viasol Lighting and West Villages
Improvement District**

For the Property Located at 19503 S. West Villages Pkwy #14, Venice, FL 34293

Dated as of : April 14, 2022

AGREEMENT FOR THE MAINTENANCE OF STREET LIGHTING

THIS AGREEMENT FOR THE MAINTENANCE OF STREET LIGHTING (herein this “Agreement”) is executed as of April 14, 2022 by and between SOS Solar Inc. D/B/A ViaSol Lighting (“VL”), and West Villages Improvement District (herein the “Principal”).

VL and the Principal agree as follows:

- A. Reference is made to that certain Lighting Equipment Lease (“Lease”) executed by Off Grid Lighting, LLC, a Florida limited liability company, as Lessor, and the Principal, as Lessee, under the terms of which Lease, Lessor has contracted with VL for the purchase and installation of (77) Sunna ISSL+ solar lights, and 16 ft above ground poles which equipment shall be installed at the property of the Principal located at 19503 S West Villages Pkwy #14, Venice, Florida 34293 in accordance with Addendum A – Scope of Work and Addendum B – Lighting Configuration, both attached hereto.
- B. VL shall service and maintain the equipment upon the Additional Terms and Conditions set forth hereinafter on Exhibit A attached hereto and made a part hereof.
- C. In consideration of the services to be provided by VL under the terms of this Agreement, Principal shall pay VL the sum of \$0 per year.
- D. The term of this Agreement shall initially be for a term of 20 years commencing on the 1st day of the first full calendar month after the installation of the equipment and shall expire 20 years (240 months thereafter).
- E. Upon the expiration of the term of this Agreement the term of this Agreement may be renewed or extended upon terms mutually agreed by VL and the Principal.
- F. VL warrants that the equipment will light the prescribed areas at the Foot Candles as detailed in the lighting studies attached hereto as Exhibit B. Failure to provide 80% of the stated lumens will deem a light as failed. VL shall have the option to replace or repair the light at its expense. VL will replace the light within four business days of a reported failure.

[Signature page follows this page]

Whereas, this Agreement has been executed by VL and the Principal below.

VL:

Principal:

SOS Solar Inc. D/B/A ViaSol Lighting

West Villages Improvement District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS ATTACHED TO AND MADE A PART OF AGREEMENT FOR THE MANTENACE OF STREET LIGHTING

1. GENERAL

This Specification sets out the minimum requirements for the routine and non-routine maintenance of all the equipment associated with the street lighting so that they remain in good condition, operate as designed and meet the specified requirements. Equipment to be replaced as required under this specification include but are not limited to:

Connections and wiring inside pole from control gear to lamp head
Power generation, power storage, and lighting equipment

1.1 SCOPE

- a. Luminaires
- b. Lamps and starters
- c. Control Gear
- d. Photo electric cells

The work to be executed under this Specification requires VL to provide emergency response, and repair work on accident damaged equipment, on a twenty-four (24) hours per day, seven (7) days per week basis.

The requirements for routine maintenance are specified in Clause 3 and those for non-routine maintenance are specified in Clause 4. Enhancements and reconstruction work for region-specific locations will be included as required.

1.2 TERMS AND DEFINITIONS

In this Specification, unless otherwise required by the subject or context, the following words and expressions will have the following meanings:

Term/Acronym	Definition
After hours	Any hours outside the normal hours.
Cabinet/Housing	An approved housing for power distribution, and optionally installation of smart devices to control and communicate with a group of streetlights. Solar-powered streetlights may have a dedicated housing for each pole for installation of control gear.

Control gear	An electronic, electrical, or electro-mechanical device for the purpose of driving the streetlight.
Day	Working day unless otherwise stated.
Deficiency	The visible or measurable evidence of failure or other undesirable condition that is at or exceeding its intervention Level or that is likely to become a Hazard (as reasonably determined by VL) before the next scheduled or required inspection. This may affect the safety, serviceability, structural capacity or appearance of the asset.
Defective lens	A lens that, because of dust or burning, allows the transmission of very poor light.
Enclosure	A part providing an appropriate degree of protection of equipment against external influences and against contact with live parts.
Efficacy	A comparison of light output to energy consumption. Efficacy is measured in lumens per Watt.
Fault	Any malfunction of equipment to be rectified immediately.
Fault-dispatch	On receipt of fault from any source, the action of forwarding that fault to the service crew.
Footing and post	A concrete base bolt assemblies and reinforcement cages, pits, and a post used primarily for the support of a streetlight
Functional check	The regular inspection of the streetlight to ensure their safety and general operating condition.
Housing	See Definition for Cabinet. Other names that may be used are Cabinet or Cubicle.
IS	In Service.
LED	Light emitting diode.
Lamp	The replaceable unit, which is the source of the light. Also known as a globe or bulb.
Luminaires	The apparatus housing the lamp and controls the light distribution.
Maintain or maintenance	These terms shall include, regardless of cause and in addition to all other work specified, the following: <ul style="list-style-type: none"> a) The repair and/or replacement of all defective, damaged or worn-out components or parts thereof to ensure the proper operation of the lights. b) The regular inspection and servicing of all lights and associated equipment
MEN	Multiple earthed neutral (MEN) system

Non-routine maintenance	The repair and/or replacement of equipment damaged or defective through any cause and shall require: (a) A twenty-four (24) hours per day seven (7) days per week fault attendance service for the purpose of inspection, identification and repair of reported site malfunctions. (b) An adequate back-up service to enable permanent repairs and rectification of all site deficiencies. (c) A fully equipped workshop facility for the purpose of testing and repairing equipment removed from the maintenance site.
Normal hours	6am to 6pm Monday to Friday, excluding public holidays.
PV	Photovoltaic
Preventive maintenance	The regular inspection, adjustment and minor servicing that is required to keep the streetlights including its support structures in good operating order.
Principal	Lake Meadow Landing Homeowners Association, Inc.
Principal's Representative	A delegate of HOA/CDD who is authorized to act on behalf of the Principal.
Response time	The time elapsed from the initial receipt of a fault attendance call to the initial attendance at the site.
Routine maintenance	Regular inspection and servicing of all on-site equipment and must include: (a) Functional Checks (b) Preventative Maintenance
Supports	All structural components, brackets, outreaches, clamps and parts thereof, used to support streetlights.
VL	Viasol Lighting
VLMU	Viasol Lighting Maintenance Units
WAE	Work-as-executed.
Work site	Street lighting site.

1.3 RELEVANT SPECIFICATIONS

This Specification shall apply to all equipment and techniques used in the maintenance of street lighting unless otherwise agreed in writing by the Principal. Technical requirements of the completed works shall be in accordance with Sunna Direct Specifications and Operation & Maintenance manuals.

2. PARTS AND EQUIPMENT

2.1 SUPPLY

For the purpose of maintaining the streetlights under this Specification, VL shall supply all parts and equipment items. Replacement parts and equipment shall be new. If any secondhand equipment or material is considered for reuse, Principal must approve its use, in writing.

Any secondhand equipment approved by Principal for use under this contract shall conform to the requirements of the Specification under which the equipment was originally purchased.

2.2 HOLDING STOCK

At all times, VL shall hold adequate stock levels of parts and equipment in storage for the street lighting maintenance including emergency fault repairs, in accordance with this Specification.

2.3 DAMAGED, DEFECTIVE, OBSOLETE OR REDUNDANT EQUIPMENT

All other damaged, defective, obsolete or redundant parts and equipment shall be removed from the site and disposed of by VL. Items may be redeployed at the discretion of the Principal at the Principal's cost. Items that are declared by the Principal to be obsolete or damaged beyond repair must be disposed of by VL after seeking the approval from the Principal.

The cost of disposal of such items must be borne by VL. Any items that can be recycled shall be recycled.

2.4 STORAGE FACILITIES

VL shall load, unload, haul and store all parts and equipment at their cost.

VL shall maintain secured and enclosed storage facilities sufficient to accommodate for the parts and equipment. All equipment shall be stored at VL risk and responsibility.

3. ROUTINE MAINTENANCE

3.1 GENERAL

For routine street lighting maintenance, VL shall undertake regular inspections once every six (6) months and provide a report on the following:

lamp outages, damaged solar panel and damaged or crooked poles.

3.2 FUNCTIONAL CHECK SERVICE

Each streetlight maintained under this Specification shall be activated and checks performed twice a year for testing correct operation during normal hours shall include but not limited to the following:

Run diagnostic check, with software provided, to assess battery health, solar panel production and lighting program activation.

Turn all switches OFF & ON to stop dust build-up.

Clean solar cell surfaces when needed,

Luminaire cleaning and inspection,

Inspect for any sign of vermin damage in the cabinet.

Remove any Graffiti on assembly.

Advise Principal of trees that interfere with solar-panels and light output of luminaires,

Check all support structures for their integrities,

3.4 ROUTINE MAINTENANCE RECORDS AND REPORTS

VL shall keep and maintain accurate records of all replacements, alterations and repairs made to any equipment within the requirements of the Specification.

VL shall enter all routine and non-routine works carried out by VL in an Asset Management system agreed with the Principal on a once a month basis.

4. NON-ROUTINE MAINTENANCE

4.1 GENERAL

For non-routine maintenance of streetlights, VL shall attend streetlight sites on a 'call-out' basis to inspect and repair reported faults in the equipment of operation of the streetlights.

4.2 FAULT ATTENDANCE

4.2.1 Fault Attendance Service

Provide a fault attendance service for all streetlight failures arising from any cause, shall be repaired within the time set out in Clause 5.1.1

Typical causes of street lighting faults shall include but shall not be limited to

- a. Control gear malfunctions
- b. Accident damage
- c. Storm damage
- d. Vandalism
- e. Vermin damage
- f. Fire damage
- g. PVCell failure, and
- h. Blown lamps.

All repair works must be in accordance with Sunna Design Specification listed in Clause 1.3 as amended.

VL shall retain records of all repair details for at least a period of five (5) years and have them readily available for inspection by the Principal. VL shall use the enclosed inspection report to record all maintenance details.

4.2.2 Procedure

In the event of a fault call, VL shall attend the site as soon as possible, but under no circumstances must the maximum response time for fault attendance, specified in Clause 5.1.1 (for each type of fault), elapse between VL receiving the call and the initial attendance at the site.

The fault shall be rectified as soon as practicable after arrival at the site.

VL shall inform the Principal of

- a) any items not satisfactorily repaired within the prescribed times, and
- b) an estimate of the time required to complete the works.

5 REQUIREMENTS APPLICABLE TO BOTH ROUTINE AND NONROUTINE MAINTENANCE

5.1 GENERAL

Each streetlight shall be maintained to the following standards:

- a) The light output of each individual lamp shall not fall below its minimum intended design output,
- b) Ensure all support structures for lighting are structurally sound.
- c) Attend all response times as set out in Clause 5.1.1,
- d) If more than two (2) consecutive lamps are out of service at any one time a seven (7) day response will apply,
- e) Condition based replacement of LED light sources in ten (10) years, luminaires in fifteen (15) years, or as recommended by the manufacturer whichever is earlier

If any of the above conditions are not met VL shall take action to rectify the problem. If any of the above condition create an unsafe situation, VL shall make the site safe within two (2) days of notification. Final repairs shall be completed within thirty (30) days of notification.

5.1.1 Performance Indicators

All faults shall be attended to within the following maximum response times:

- a) response time for all hazardous situations to public & motorists or faults is four (4) hours,
- b) response time for non-hazardous situations to public & motorists or faults is seven (7) days, and

- c) response time to repair all lamp outages is thirty (30) days.

Ensure the percentage of lamp failure does not exceed five percent (5%) at any one time, within a half mile radius.

5.1.2 Condition Monitoring

VL shall determine the luminance outputs within each light grid, make an assessment of the luminance condition, and rate the level once every year.

5.2 DRAWINGS

Where supplied by the Principal, one set of drawings shall be stored in the lighting cabinet (if provided) at each site and one shall be stored at VL office. If third party cloud monitoring of the location and output of the lights in any development is contracted and paid for, a digital site map will be provided, as well as access to such map and light location.

Any drawings that are different to the site conditions shall be marked in red to show details of these and any 'work as executed' (WAE) variations must be forwarded to the Principal within seven (7) days. The copy of such drawings stored in the lighting cabinet (if provided) must be marked in red to indicate that the current issue is being amended.

The Principal will amend the drawings and will issue VL with two (2) copies of the amended drawings.

All drawings issued to VL shall be returned to the Principal at the completion of a Contract.

5.3 MAINTENANCE OF RECORDS AND REPORTS

VL shall provide all reports by the first week of each reporting period, using the form(s) as provided herein.

In the comments field you shall record any problems, design faults, equipment approaching/passing their serviceable life and any other fault trends.

6. MISCELLANEOUS PROVISIONS

6.1 INSURANCE

VL and its contractors and subcontractors shall obtain and maintain such insurance as will protect it, Lessor and Principal from claims under workmen's compensation acts and from claims for damages because of property damage or bodily injury, including death, which may arise from the maintenance of the equipment, whether such operations be by VL or by any of its contractors, subcontractors, agents or anyone directly or indirectly employed by either of them. VL shall be responsible to the Principal for the acts and omissions of its employees, agents, contractors, and their employees, and other persons performing any of the work for, or under, this Lease on behalf of the Lessor, and all insurance obtained to mitigate such risks shall name Principal as an additional insured. VL shall obtain copies of its, and each contractor's, insurance certificates and shall provide those to Principal, upon Principal's request.

6.2. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.

VL agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

6.3 PUBLIC RECORDS.

VL understands and agrees that all documents of any kind provided to the Principal in connection with this Agreement may be public records, and, accordingly, VL agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. VL acknowledges that the designated public records custodian for the Principal is William Crosley or his replacement (the “Public Records Custodian”). Among other requirements and to the extent applicable by law, VL shall 1) keep and maintain public records required by the Principal to perform the service; 2) upon request by the Public Records Custodian, provide the Principal 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 VL does not transfer the records to the Public Records Custodian of the Principal; and 4) upon completion of the contract, transfer to the Principal, at no cost, all public records in VL’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 VL, VL 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 Principal in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

6.4 E-VERIFY REQUIREMENTS.

VL shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, VL shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The Principal may terminate this Agreement immediately for cause if there is a good faith belief that VL has knowingly violated Section 448.091, Florida Statutes.

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

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

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

6.5 CONTROLLING LAW;VENUE.

This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

PROJECT SPECIFIC DETAILS

A1 LIST OF STREET LIGHT LOCATIONS AND INVENTORY

(This will be filled in accordance with the scope of a Contract.)

A2 SCHEDULE OF CALLS FOR STREET LIGHT MAINTENANCE

Not Used.

(This will be filled in accordance with the scope of a Contract.)

AZARD RECTIFICATION REPORT FORM

Date.....

Location of accident Road and Light unit/serial number	
Time contractor was informed of accident	
Date of accident and repair crew arrival time Was Incident or fault a dangerous situation Y/N	
Time site was made safe and final repair Date/time	
Description of replaced equipment and cost of equipment plus materials	
Police attendance Yes/No	

Details of any vehicles involved	
Number of hours claimed for complete repair	
Comments	

FUNCTIONAL CHECK SERVICE REPORT

DATE

Location

ITEM	CHECKED	CLEANED	REPAIRED	COMMENTS	FFA
Wiring					
Mountings					
Battery Performance					
PV Cell					
Lamps					
Controller					

Signed:

Date sent to Principal:

WEST VILLAGES IMPROVEMENT DISTRICT

**CONTRACTOR'S PREQUALIFICATION STATEMENT
(CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND
MAINTENANCE SERVICES)**

Contractor

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**REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION AND MAINTENANCE SERVICES
WEST VILLAGES IMPROVEMENT DISTRICT**

The West Villages Improvement District (“District”) requests Applications for Qualification from firms interested in providing construction and maintenance services for public infrastructure improvements. Upcoming projects include the construction of various infrastructure improvements and maintenance services in and around the District including i) earthwork/excavation and construction of roadways, stormwater management facilities, water and sewer facilities, irrigation facilities, landscape, hardscape, street lighting, and other public improvements and ii) maintenance services including exotic vegetation removal, and canal/drainage, landscaping, and lake and littoral maintenance.

To be eligible to submit qualifications, firms must: i) hold all required applicable licenses in good standing and ii) be authorized to do business in the Sarasota County, and the State of Florida.

For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

Applicants may request an Application for Qualification from Dewberry Engineers Inc. 2201 Cantu Court, Suite 107, Sarasota, Florida 34232, or via email to rellis@dewberry.com beginning **April 14th, 2022**, after **1:00 p.m.** Applicants must submit one (1) electronic copy (PDF format on a USB flash drive), by **4:00 p.m.** on **May 16th, 2022**. Address responses to: Mr. Richard Ellis, District Engineer, 2201 Cantu Court, Suite 107, Sarasota, Florida 34232.

Qualified firms will be selected based on experience, qualifications of personnel, and ability to perform construction or maintenance services. Packages will be reviewed and rated by a committee appointed by the District Board of Supervisors promptly after receipt of the submittals, with final selections expected to be made at a publicly noticed Board of Supervisors meeting held shortly thereafter.

At that time, all qualified firms may be assigned a project qualification and aggregate dollar limit for work under District contracts. All applicants will be promptly notified after the construction and maintenance firms are selected. The pre-qualification decisions of the Board of Supervisors shall be valid for a period of three (3) years, after which the Board of Supervisors may either extend the prequalification period for an additional two (2) years or open the prequalification process again, at its sole discretion. The District reserves the right to waive any informality in the qualifications submitted, to reject any and all qualifications submitted and to advertise for the services.

Pre-qualified firms will be eligible to bid on construction and maintenance projects subject to the applicants approved project classification and aggregate limit. Failure to pre-qualify may preclude the District from awarding contracts for construction and maintenance services to non-qualified firms.

Applicants may contact the District Engineer, Dewberry Engineers Inc., at 2201 Cantu Court, Suite 107, Sarasota, Florida 34232, or via email to rellis@dewberry.com, until the qualifications submittal deadline for further information. All requests for information shall be in writing.

Any contractor submitting a Contractor's Prequalification Statement, which in its judgment is adversely affected by the District's rating as to the contractor's qualifications and wishes to protest such decision must file with the District a notice of protest in writing within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking, and shall file a formal written protest within seven (7) days (including Saturdays, Sundays and state holidays) after the

date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the District's Rules of Procedure. You may obtain a copy of the District's Rules of Procedure by contacting the District Manager's Office at 2501A Burns Road, Palm Beach Gardens, FL 33410.

William Crosley, District Manager

Publication Date: _____, 2022

NOTICE TO PROSPECTIVE BIDDERS

The information required herein is for the purpose of fairly evaluating contractor qualifications to perform various construction and maintenance activities for the West Villages Improvement District (the "District").

APPLICANTS FOR PREQUALIFICATION AS BIDDERS FOR THE WEST VILLAGES IMPROVEMENT DISTRICT CONTRACTS ARE HEREBY NOTIFIED THAT INCLUSION OF FALSE, DECEPTIVE OR FRAUDULENT STATEMENTS ON THIS APPLICATION CONSTITUTES FRAUD. FURTHERMORE, YOU ARE HEREWITH NOTIFIED THAT THE WEST VILLAGES IMPROVEMENT DISTRICT CONSIDERS SUCH ACTION ON THE PART OF THE APPLICANT TO CONSTITUTE GOOD CAUSE FOR DENIAL, SUSPENSION, OR REVOCATION OF THE PROSPECTIVE BIDDER'S QUALIFICATION FOR BIDDING ON ITS PROJECTS.

Please be advised that this application must be complete within itself without reference to any other application or statement. All sections of the application shall be completed. If any of the requested information does not apply, it shall be indicated as "None" or "N.A." as applicable. Failure to make entries in every section of this application may result in a disqualification.

All financial information provided in this application and accompanying audited financial statements are exempt from public record laws pursuant to Section 119.071(1)(c), *Florida Statutes*, and will be kept confidential. District can request annual audits and annual resubmittal of any or all financial statements from any prequalified contractor.

The properly completed Contractor's Prequalification Statement shall be submitted to the District Engineer, Richard Ellis at Dewberry Engineers Inc., 2201 Cantu Court, Suite 107, Sarasota, Florida 34232. Any questions with regard to the requests for information contained herein shall be addressed to the District Engineer, Dewberry Engineers Inc., at 2201 Cantu Court, Suite 107, Sarasota, Florida 34232, or via email to rellis@dewberry.com.

Schedule of Pertinent Dates

Description	Date
RFQ "Pickup" Date	Thursday, April 14th, 2022, after 1:00 p.m.
RFQ Due Date	Monday, May 16th, 2022, at 4:00 p.m.
Committee Meeting Date to Evaluate Qualifications Statements	Wednesday, May 18th at 3:00 p.m.
Board Meeting to Formally Approve Prequalified Contractors	Thursday, May 19th at 11:00 a.m.

CONTRACTOR PREQUALIFICATION STATEMENT

Application for Contractor Prequalification (Attach Additional Sheets if Necessary)

DATE SUBMITTED _____, 2022

1. Applicant _____ / / A Partnership
[Company Name] / / A Corporation
/ / A Subsidiary Corporation
2. Parent Company Name _____
3. Parent Company Address:
Street Address _____
P. O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax no. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
4. Applicant Company Address (if different):
Street Address _____
P. O. Box (if any) _____
City _____ State _____ Zip Code _____
Telephone _____ Fax no. _____
1st Contact Name _____ Title _____
2nd Contact Name _____ Title _____
5. List the location of the office from which the applicant would perform work for the West Villages Improvement District work.
Street Address _____
City _____ State _____ Zip Code _____
Telephone _____ Fax no. _____
1st Contact Name _____ Title _____

6. Is the applicant Company incorporated in the State of Florida? yes () no ()

6.1 If yes, provide the following:

- o Is the Company in good standing with the Florida Department of State Division of Corporations? yes () no ()

If no, please explain _____

- o Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- o The State with whom the applicant company is incorporated in? _____

- o Is the company in good standing with the State? yes () no ()

In no, please explain _____

- o Date incorporated _____ Charter No. _____

- o Is the applicant company authorized to do business in the State of Florida? yes () no ()

7. Is the applicant company a registered or licensed contractor with the State of Florida? yes () no ()
Provide copies of all licenses listed.

7.1 If yes, provide the following:

- o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) _____

- o License No. _____ Expiration Date _____

- o Qualifying individual _____ Title _____

- o List company(s) currently qualified under this license _____

7.2 Is the applicant Company a registered or licensed Contractor with Sarasota County? yes () no ()

7.3 Has the applicant Company performed work for an independent special district previously? yes () no ()

8. Is the applicant company prequalified by the Florida Department of Transportation? yes () no ()

If yes, provide the following:

o Work Class Ratings _____

o Maximum Capacity Rating _____

9. Name of Applicant's Bonding Company _____

Address _____

Approved Bonding Capacities: Aggregate Limit \$ _____
Single Project Limit \$ _____
Total Current Contracts Bonded \$ _____

Note: All bonds and insurance policies obtained by Applicant required herein shall be issued by companies authorized to do business in the State of Florida and shall have a financial strength rating of A or better, and a financial size category of X or higher, as rated by A.M. Best Company.

Name of Applicant's Bonding Agency _____

Address _____

Contact Name _____ Phone _____

10. List the Applicant's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2019) _____ (2020) _____, (2021) _____

11. List the classification(s) (refer to attached listing) of work the applicant is applying for prequalification based on the applicant company's ability to self perform the work (excluding general contracting).

12. What are the applicant company's current insurance limits? If contractor does not have a certain category of coverage listed below, please note none. (provide a copy of applicant's certificate of insurance)

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Contractor's Pollution Liability \$ _____
Umbrella Liability/Excess Liability \$ _____
Contractors Additional Insured Status

- General Liability _____
- Auto Liability _____

Per Project Aggregate Limit

- General Liability _____

Waiver of Subrogation in favor of District

- General Liability _____
- Auto Liability _____
- Workers' Compensation _____

Expiration Date _____

Note: Applicant must provide a certification that their insurance carrier is authorized to conduct business in Florida. Coverage must be provided on a primary, non-contributory basis.

13. Has the applicant company been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ()

If yes, please describe each violation, fine, and resolution _____

13.1 What is the applicant's current worker compensation rating? _____

- 13.2 Has the applicant company experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? yes () no ()

If yes, please describe each incident _____

14. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local or federal-aid contracts in any state(s)? Yes _____ No _____
If so, state the name(s) of the company(ies) _____

the state(s) where barred or suspended _____
and the period(s) of debarment or suspension _____

15. What is the construction or maintenance experience of the principal supervisory construction or maintenance personnel of your organization? (Attach resumes here.)

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK*	YEARS OF CONSTRUCTION /MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

*Give in sufficient detail for the District to evaluate your experience in the classifications of work for which you are requesting prequalification.

16. Have you ever failed to complete any work awarded to you? Yes _____ No _____ If so, where and why? _____

17. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction or maintenance contract? Yes _____ No _____
 If so, state name of individual, other organization and reason therefore.

18. List any and all litigation with owners or major subcontractors to which the Applicant has been a party in the last five (5) years and describe the outcome or resolution.

19. Has the Applicant or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____ If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

20. Within the past five (5) years, has the Applicant failed to complete a project within the scheduled contract time? _____ If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

21. Does the Applicant have adequate equipment to perform normal construction or maintenance operations for each class of work for which prequalification is sought? Yes _____ No _____ If no, please explain:

SUPERVISORY PERSONNEL

Company Name _____ Date _____

What is the experience of the key management and supervisory personnel of the applicant company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name _____ Date _____

[illegible]

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name _____ Date _____

Furnish requested information about all of applicant's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				Applicant's Uncompleted Amount as of this Date		Completion Date		
Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

PROJECTS APPLICANT COMPANY COMPLETED IN THE LAST TWO YEARS

Company Name _____ Date _____

List all projects completed in the last two years for which the contract value individually exceeded 3% of the applicant's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

Project Name/Location	Final Contract Amount	Prime or Sub ¹	Classification of Work Performed	Year Started/ Completed	Owner Name/Location ²	Name & Phone Number of Owner's Representative on this Project ³

¹ 'Prime or Sub' should indicate whether applicant performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the applicant performed the work as a prime contractor or the general contractor if the applicant performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with applicant's contract performance.

LIST OF ADDITIONAL DOCUMENTS FOR INCLUSION IN APPLICATION

Please include the following additional information with this application:

1. Applicants shall provide letters of recommendation from at least two agencies or firms with direct knowledge of the applicant's key personnel and work performance in sufficient detail to assist in rating the applicant's ability to perform the classification of work for which the applicant is applying for prequalification. The letters must contain specific information regarding the following:
 - (a) Specific projects, including project numbers and location.
 - (b) Size of projects by dollar value.
 - (c) Description of projects and classes of work performed with applicant's own employees and equipment.
 - (d) Whether projects were timely completed.
 - (e) Whether the applicant was cooperative and facilitated changes to the project when required.
2. Applicants shall list the name of any subcontractor(s) that may be utilized to complete any work falling within the scope of the Contractor Classification Listing(s) for which the Applicant is submitting its Application for Qualification.

(Continued on Next Page)

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the West Villages Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the West Villages Improvement District should prequalify the applicant for bidding on its construction or maintenance projects, including such matters as the applicant's ability, standing, integrity, quality of performance, efficiency and general reputation.

The undersigned acknowledges and consents to the use of the evaluation criteria set forth under the Section herein titled "Determination of Qualified Prospective Bidder.

The undersigned acknowledges that the West Villages Improvement District can terminate its use of the prequalification list for bidding purposes at any time.

Name of Applicant Company

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 2022

(Corporate Seal)

Sworn to before me this _____ day of _____, 2022.

Notary Public/Expiration Date
(Seal)

Applicant acknowledges receipt of the following addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on West Villages Improvement District projects.

Signature

Print Name

Sworn to before me this _____ day of _____, 2022.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on West Villages Improvement District projects.

Signature

Print Name

Sworn to before me this _____ day of _____, 2022.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on West Villages Improvement District projects.

(Officer must sign here)

Print Name

CORPORATE SEAL

Sworn to before me this _____ day of _____, 2022.

Notary Public/Expiration Date:

(SEAL)

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

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

1. This sworn statement is submitted to West Villages Improvement District for Prequalification of Construction and/or Maintenance Contractors.
2. This sworn statement is submitted by _____
[Print Name of Entity Submitting Sworn Statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)
3. My name is _____ and my relationship to the
entity named above is _____.
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Signature

Print Name

Date: _____

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

_____ who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)

space provided above on this _____ day of _____ 2022.

NOTARY PUBLIC

My commission expires:

CONTRACTOR CLASSIFICATION LISTING

Construction

1. Excavation/Earthwork
2. Roadways, including Paving, Repair and Resurfacing
3. Stormwater Management Facilities
4. Water and Sewer Facilities
5. Irrigation Facilities
6. Landscape Installation
7. Hardscape Facilities
8. Streetlighting

Maintenance

1. Exotic Vegetation Removal
2. Canal/Drainage Maintenance
3. Landscape and Irrigation Maintenance
4. Lake and Littoral Maintenance

DETERMINATION OF QUALIFIED PROSPECTIVE BIDDER

The West Villages Improvement District ("District") is authorized to maintain a list of qualified contractors ("Qualified Prospective Contractors") to submit bids for the procurement of District construction and maintenance projects. Any Qualified Prospective Contractor desiring to submit a bid to provide work for the District must submit a properly completed Contractor's Prequalification Statement to the District Engineer for review and evaluation.

The District shall evaluate the Contractor's Prequalification Statement and based on the District's judgment of the information provided, shall issue in writing to the contractor, the District's rating as to the classification(s) of the Work and the maximum Bid dollar amount for which the Qualified Prospective Contractor can submit a Bid to the District.

A Qualified Prospective Contractor shall mean a prospective contractor which in the sole judgment of the District has the capability, in all respects, to perform fully the contract requirements, and the business integrity and reliability which will assure good faith performance. In determining the Qualified Prospective Contractor's qualifications, the following criteria will be considered:

- The ability, capacity, and skill of the contractor to perform the contract or provide the work required;
- Whether the contractor can perform the contract or provide the work promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
- The quality of performance of previous contract or work. For example, the following information will be considered:
 - o The cost overrun incurred by owners on previous contracts with contractor;
 - o The contractor's compliance record with contract general conditions on other projects;
 - o The contractor's record for completion of the work within the Contract Time or within Contract Milestones and contractor's compliance with scheduling and coordination requirements on other projects;
 - o The quality, availability, and adaptability of the goods or work to the particular use required;
 - o The contractor's demonstrated cooperation with owners, architects, engineers, and others on previous contracts; and
 - o Whether the work performed and materials furnished on other contracts were in accordance with the contract documents; and
 - o Whether contractor has performed previous work for an independent special district.
- The previous and existing compliance by the Prospective Bidder with laws and ordinances relating to contracts or work;

- The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the work;
- The ability of the contractor to fulfill its guarantee and warranty period;
- Such other information as may be secured by the Board having a bearing on the decision to award a contract to include, but not be limited to:
 - o The ability, experience, and commitment of the contractor to properly and reasonably plan, schedule, coordinate, and execute the work; and,
 - o Whether the contractor has ever been debarred from bidding or found ineligible for bidding on any other projects.
- The District will make such inquiries and investigations as deemed necessary to verify and evaluate the applicant's statements regarding:
 - o The necessary organization and management including experience possessed by the applicant's employees;
 - o Adequate equipment, as shown on the equipment list, to perform normal operations for each class of work in the industry such as that called for in the contract documents in force at the time of application;

For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified.

If herein required, or if requested by the District at any time after the conclusion of the initial pre-qualification process, the Qualified Prospective Contractor shall submit a certified financial statement(s) in a form acceptable to the District, prepared no later than the past 180 days, indicating current financial resources, current bonding capacity, liabilities, capital equipment, in its sole discretion, may adjust the Qualified Prospective Contractor's Prequalification contract limits



Furthermore, a Qualified Prospective Contractor acknowledges the right of the District to determine a Qualified Prospective Contractor to be not qualified to submit a Bid in response to the District's Advertisement for Bids at the sole determination of the District for, but not necessarily limited to, any of the following specific reasons:

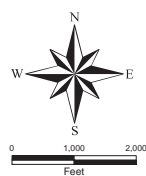
- Failure to submit a properly completed Contractor's Prequalification Statement in accordance with the above requirements;
- Failure of the Qualified Prospective Contractor's rating by the District as to classification of the Work and the maximum Bid dollar amount to meet the requirements of the Bid;

- Reason to believe that collusion exists among Bidders;
- Determination of lack of competency as may be revealed by qualification statements, financial statements, experience records, or other sources;
- The Qualified Prospective Contractor's uncompleted work load which, in the judgment of the Board, may cause detrimental impact on timely completion of the project being bid; or
- The Qualified Prospective Contractor's Surety is unacceptable to District.
- Submission of excessive or unreasonable suggested modifications to the District's Standard Form of Construction or Maintenance Contract.

Any contractor submitting a Contractor's Prequalification Statement, which in its judgment is adversely affected by the District's rating as to the contractor's qualifications and wishes to protest such decision must file with the District a notice of protest in writing within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking, and shall file a formal written protest within seven (7) days (including Saturdays, Sundays and state holidays) after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. **Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the District's Rules of Procedure.** You may obtain a copy of the District's Rules of Procedure by contacting the District Manager's Office at 2501A Burns Road, Palm Beach Gardens, FL 33410.



- Legend**
-  City of North Port Boundary
 -  WVID Parcels



1 inch = 1,000 feet

West Villages
Improvement District
WVID Parcels Exhibit