

*Sweetwater Creek
Community Development District*

Agenda

May 4, 2023

AGENDA

**Sweetwater Creek
Community Development District**
475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.SweetwaterCreekCDD.com

April 27, 2023

Board of Supervisors
Sweetwater Creek Community Development District
Call In #: 1-877-304-9269; Code 186663

Dear Board Members:

The Sweetwater Creek Community Development District Board of Supervisors Meeting is scheduled for **Thursday, May 4, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.** Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Approval of the Consent Agenda
 - A. Minutes of the April 6, 2023 Meeting
 - B. Financial Statements
 - C. Check Register
- IV. Staff Reports
 - A. Landscape Team
 - 1. Maintenance Report
 - 2. Discussion of Drainage Issue at the Onda Park Field (Supervisors Lisotta and Handler)
 - B. District Counsel
 - C. District Engineer
 - 1. Ratification of Requisitions 75-81
 - 2. Consideration of Requisitions 82-84
 - D. Field Manager
 - 1. Report
 - 2. Proposal for Asphalt Repairs

3. Quotes for Benches

- E. District Manager – Report on the Number of Registered Voters (1,561)
- F. Director of Amenities
- V. Updates on Capital Improvement Projects
 - A. Pickleball Courts (Supervisor Smith) – Consideration of Proposals for Construction Services (to be provided under separate cover)
 - B. Parks (Supervisor Usina)
- VI. Discussion of Updated Preliminary Fiscal Year 2024 Budget
- VII. Other Business
- VIII. Supervisor Requests / Public Comment
- IX. Next Scheduled Meeting – Thursday, June 1, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- X. Adjournment

PUBLIC CONDUCT: Members of the public are provided the opportunity for public comment during the meeting. Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers. Speakers shall refrain from disorderly conduct, including launching personal attacks; the Presiding Officer shall have the discretion to remove any speaker that disregards the District's public decorum policies. Public comments are not a Q&A session; Board Supervisors are not expected to respond to questions during the public comment period.

THIRD ORDER OF BUSINESS

A.

**MINUTES OF MEETING
SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Sweetwater Creek Community Development District was held on **Thursday, April 6, 2023** at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

| | |
|-----------------|-----------------------|
| Stephen Handler | Chairman |
| John Smith | Vice Chairman |
| Rob Lisotta | Supervisor |
| Charles Usina | Supervisor (by phone) |
| Ron Cervelli | Supervisor |

Also present were:

| | |
|-------------------|-------------------------------|
| Jim Oliver | District Manager, GMS |
| Jennifer Kilinski | District Counsel, KVV |
| Paul Hutchinson | District Engineer, ETM |
| Erin Gunia | Director of Amenities |
| Paul Stratton | Field Operations Manager, RMS |
| Grace Kobitter | Kilinski Van Wyk |
| Rob Bullock | Duval Landscape |
| Josh Boucher | Duval Landscape |
| Mary Marchiano | Duval Landscape |

The following is a summary of the discussions and actions taken at the April 6, 2023 Sweetwater Creek Community Development District's Regular Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Handler called the meeting to order at 4:00 p.m. Five Board members were present, constituting a quorum.

Mr. Handler addressed the installation of speed bumps at the Las Calinas entrance stating that he authorized installment of the speed bumps after almost \$6,000 was spent to repair the gate arms, however he noted he would vote along with the remainder of the Board if they voted in favor of removing the speed bumps.

SECOND ORDER OF BUSINESS

Public Comment

A resident asked why the people who break the gate arms are not being billed for the damage. She also stated the speed bumps in general don't bother her as much as the placement and height do.

A resident commented that in the morning there are about 10 children trying to get onto the school bus and multiple cars will drive by without stopping. She also stated multiple neighbors that signed the petition (Item X on the agenda) in favor of a crosswalk in the area have trouble crossing the street on their bicycles.

A resident stated that you can barely see the crosswalk signs due to the trees, and the lines on the road are faded.

Ms. Tiffany Satterfield asked if it is in the bylaws that someone can make a dictatorship and disrespect members of the Board by making a sole decision against them and the entire community.

Ms. Cecelia Worley commented that the license plate reader cameras are not reading the license plates accurately, so she is having to enter through the visitor's gate.

A resident stated that he didn't have a problem with the speed bumps, but they all need to be the same height.

The following items are in the order in which they were taken during the meeting.

FIFTH ORDER OF BUSINESS

Public Hearing for the Purpose of Adopting Revised Suspension and Termination Rules and Amended and Restated Rules of Procedure; Resolution 2023-06

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, opening the public hearing was approved 5-0.

Ms. Kilinski stated that the purpose of this public hearing is to adopt suspension and termination rules to reflect the changes to Marshall Creek's adopted rule. She noted the only change since the last version was an update to expand which staff has the ability to make decisions on certain suspensions. Additionally, updated rules of procedure are being considered that allow

Supervisor agenda additions. Specifically, the revision is to allow any board member to submit backup information eight days in advance of putting items on the agenda.

There were no public comments.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, closing the public hearing was approved 5-0.

On MOTION by Mr. Lisotta, seconded by Mr. Cervelli, with all in favor, Resolution 2023-06, adopting revised suspension and termination rules and amended and restated rules of procedure was approved 5-0.

SIXTH ORDER OF BUSINESS

Updates on Capital Improvement Projects

C. Parks

Mr. Usina stated we look to install a park at the end of Las Calinas and Glorietta between the cut-through. Everything looks to be approved, we just need counsel to ensure the documents are accessible for us to sign and move forward with the quote we were provided, and we also need ETM to make sure there aren't issues with us having a parking lot, bathrooms, or anything along that line. If all of those are good to go, we have the money that was ear-marked by the Board, so now I just need \$115,000. I would like to accept those quotes and move forward. Mr. Usina will get with District Counsel and the District Engineer to finalize plans between meetings.

Mr. Usina also addressed a few other items on the agenda due to his pending flight departure. The first item he commented on is a proposal included in the agenda package from Duval Landscape for laying pine straw in common areas. He asked if pine straw can be coordinated with Marshall Creek and what the labor cost would be. The second item is the smart controllers. He stated that he thought the purpose of those controllers was to prevent burn outs of the pumps, however there is a proposal in the agenda for a replacement pump on Barbella Circle, so he asked if there is a warranty for the pump and if the smart controllers are installed properly. He also asked if the thermal sensor was part of the smart controller install. The last item he addressed was the landscape maintenance budget stating that the budget for October was \$49,273, which was double the monthly rate, so he asked for an explanation.

Mr. Oliver stated that the \$49,000 landscape budget for October included a \$25,000 mulch installation.

Mr. Usina stated that the actuals for the district counsel budget through February 28, 2023 is at \$40,384, the prorated budget through February 28, 2023 is \$14,583 and the adopted budget is \$35,000. He asked if anything outside of projects such as drafting of resolutions, the fitness center expansion is incurring more fees for the District.

Mr. Lisotta noted if Mr. Usina would like to vote on removal of the speed bumps at the guard house, the motion would need to be taken now.

On MOTION by Mr. Usina, seconded by Mr. Lisotta, with all in favor, removing the speed bumps at the Las Calinas guard house was approved 5-0.

Mr. Cervelli offered to assist in coming up with an alternative solution to the damage to the gates at the guard house.

Mr. Usina commented on the pictures included with Duval Landscape's report of dead grass stating that if the maintenance company is responsible for the cutting, fertilizing, pest control and irrigation inspections, then the District should not have to pay for sod.

THIRD ORDER OF BUSINESS

Approval of the Consent Agenda

A. Minutes of the February 8, 2023 Meeting

There were no comments on the minutes.

B. Financial Statements

Copies of the financial statements were provided in the agenda package for informational purposes.

Mr. Cervelli stated that the travel costs for District Counsel need to be reviewed as it is a significant portion. He also asked that the formatting of the income statement be simplified.

C. Check Registers

1. January

2. February

Copies of the check registers totaling \$613,203.72 for January and \$832,519.34 for February was included in the agenda package.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, the Consent Agenda was approved 5-0.

SEVENTH ORDER OF BUSINESS

**Consideration of Duval Landscape
Maintenance Service Agreement for FY2023**

Mr. Handler noted the proposal included in the agenda package totaling \$22,872.56 is to add the fitness center to the landscape maintenance contract.

On MOTION by Mr. Smith, seconded by Mr. Cervelli, with all in favor, the proposal from Duval Landscape to add the fitness center area to the scope of services was approved 5-0.

FOURTH ORDER OF BUSINESS

Staff Reports

C. District Engineer

2. Ratification of Requisitions 72 and 73

Mr. Handler noted requisition 72 is related to a survey for the pickleball courts and number 73 is related to the fitness center expansion.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, requisition numbers 72 and 73 were ratified 5-0.

3. Consideration of Requisition 74

Mr. Handler noted requisition 74 is related to engineering services for the pickleball courts.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor requisition number 74 was approved 5-0.

A. Landscape Team - Maintenance Report

A copy of the landscape report was included in the agenda package for the Board's review.

Mr. Handler informed the Board that he sat down with the landscape maintenance team and operations staff to discuss the deficiencies in landscape and irrigation maintenance service and things that need to be approved and they came to an understanding on what the team needs to do to improve.

Ms. Marchiano introduced herself to the Board as the new account manager for the District. She informed the Board of the ability for homeowners to submit a work order through Duval's website, www.DuvalLandscape.com to report any irrigation or landscape issues. She also asked the Board if there was a decision on the proposal to install pine straw in the common areas, and

added they would like to replace turf in the front entrance area and asked if they should use Bermuda or St. Augustine grass.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor the proposal from Duval Landscape to install pine straw for a total of \$36,740 was approved 5-0.

Mr. Lisotta asked if there are quotes for grass at the front island and noted the island has been Bermuda for many years and it keeps dying.

Ms. Marchiano stated that it would be replaced free of charge, so there are no quotes. Mr. Boucher recommended installing St. Augustine instead of Bermuda.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor installing St. Augustine grass at the front island was approved 5-0.

Mr. Smith will contact East Coast Wells to inquire about the status of a pump located off Torcido that was taken to be repaired.

Mr. Handler asked about the flow sensors.

Mr. Boucher stated when the smart controllers were being discussed, the intention was to install flow sensors only on the ground wells with submersible pumps, however if the pond water needs to be pulled, that flow system will not be available.

Mr. Handler asked to hold on that decision.

Mr. Boucher stated it's believed the impellers are malfunctioning on the pump on Barbella. He added that the proposals for the pumps were provided before the smart controllers were introduced.

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with all in favor, the proposal from Duval Landscape to repair the pump located off Barbella Circle totaling \$7,625 was approved 5-0.

Mr. Boucher stated that he would contact East Coast wells to find out when the pump was repaired and would inquire about a warranty at Mr. Usina's request.

C. District Engineer (Continued)**1. Report on Las Calinas Asphalt Inspection**

Mr. Hutchinson reminded the Board that he was asked to perform an inspection of the asphalt in the community to confirm the second lift of the asphalt was installed. He stated that everything looked like it was in good condition, although there are a few areas of Las Calinas that could use some help. One of those areas, located on Las Calinas Boulevard, is the county's responsibility and for the other area located at the intersection of Esmeralda and Las Calinas he recommended milling and replacing one inch of asphalt for the full width of the roadway. Additionally, there is some settling around four manholes located between the guard shack and roundabout that should be addressed.

Mr. Handler asked staff to obtain quotes from asphalt companies.

D. Field Manager**1. Report**

A copy of the operations report was included in the agenda package for the Board's review.

2. Proposals for Monument Repair

Mr. Handler stated that it was his understanding the monument repairs will be covered by insurance, however the District can choose to make the repairs now and get reimbursed later. Two quotes were included in the agenda package ranging from \$2,000 to \$8,935. Mr. Stratton recommended approving the quote from All Weather Contractors totaling \$8,935.

On MOTION by Mr. Lisotta, seconded by Mr. Cervelli, with Mr. Lisotta, Mr. Cervelli, Mr. Handler and Mr. Usina in favor and Mr. Smith opposed, the proposal from All Weather Contractors in the amount of \$8,935 was approved 4-1.

E. District Manager

Mr. Oliver introduced Mr. Howard 'Mac' McGaffney and noted he's assisting with many of the projects in the community.

F. Director of Amenities

Ms. Gunia updated the Board on the fitness renovations and amount of positive feedback, noting the renovation is around 95% complete.

B. District Counsel – Request for Lawyer Client Session

Ms. Kilinski updated the Board on the status of the county acknowledging designated safety zones in the community stating that they are not quite ready to make a decision on that.

She also informed the Board there are two lawsuits pending. The first of which is regarding the tennis court resurfacing. There is a case status hearing coming up on April 10th that they will likely file a motion to reschedule as they have been unsuccessful serving the summons on the defendant. The second case is one in which the District has been served a complaint. She noted insurance has picked up that claim and will be covering the legal fees and is actively engaging with the parties of that lawsuit therefore she said she did not see the need for a lawyer-client session and incurring such additional costs unless the Board desired it.

The Board took a brief recess at this time, approximately 5:02 p.m. The meeting resumed at approximately 5:07 p.m. and the items below were taken.

SIXTH ORDER OF BUSINESS**Updates on Capital Improvement Projects
(Continued)****A. Fitness Center**

There being no updates at this time, the next item followed.

B. Pickleball Courts

Mr. Smith reported that the bid documents have been sent to prospective contractors and proposals are expected to be in about a week before the May meeting.

EIGHTH ORDER OF BUSINESS**Discussion of Benches**

Mr. Cervelli stated anyone who drives down Las Calinas sees the benches that the HOA has installed next to the walking paths. I think we should do the same in Sweetwater Creek. I was going to ask Charles to include that as part of his efforts with the parks.

There were no objections from the other board members.

NINTH ORDER OF BUSINESS

Discussion of Envera

This item was taken during a closed session at the end of the meeting as it pertained to matters of security. The Board discussed wanting to loop Marshall Creek into the discussion to have one system for both districts.

TWELFTH ORDER OF BUSINESS

Discussion of Fiscal Year 2024 Budget Process

Mr. Oliver provided an overview of the preliminary budget for Fiscal Year 2024 noting it is still a work in process. The budget will be brought to the Board for their approval in June and is scheduled to be adopted in final form at the August meeting.

Mr. Cervelli asked for clarification on how the proposed budget line items were calculated.

Mr. Lisotta stated that he believes the District's staff has reached their limit and if the Board continues to add to their plates, they will need to consider adding more staff, which would increase the budget.

TENTH ORDER OF BUSINESS

Discussion of Petition Regarding Pedestrian Safety at Otero Point and Las Calinas Intersection

Mr. Smith stated that he has started to lobby the county to install a couple stop signs on Las Calinas. He also expressed concern about the area at Otero Point and Las Calinas where children must cross the road to load onto the school bus and aggressive drivers are creating a safety issue and it needs to be addressed.

Mr. Hutchinson stated that a crosswalk is doable, and the process would include an engineer designing the crosswalk, ensuring ADA compliance, installing signage, and the project would need to be permitted by the County.

Mr. Lisotta stated that the drivers do not stop for the crosswalk at Palencia Village and throwing \$60,000 or more will not stop the problem. He added that a request could be made to the Sheriff's office to have an officer sit in the area, and they may or may not get to it, or the District could reach out to Marshall Creek who schedules off-duty officers and ask them to visit the area during certain times of the day.

Mr. Hutchinson provided another option of looking at relocating the bus stop to the other side of the road.

THIRTEENTH ORDER OF BUSINESS Other Business

There being no other business, the next item followed.

FOURTEENTH ORDER OF BUSINESS Supervisor Requests / Public Comment

Public Comment:

A resident commented that he agrees with the crosswalk not being effective and suggested moving the bus stop. He also informed the Board that part of the issue is the bus driver waves drivers around the bus before the children load. Mr. Lisotta added that he suggests residents call the bus depot to file a complaint.

A resident informed the Board that it cost Marshall Creek \$4,466 for four benches.

There were no supervisor requests.

NINTH ORDER OF BUSINESS Discussion of Envera

ELEVENTH ORDER OF BUSINESS Discussion of North Entrance Guard House

This, and the ninth, portion of the meeting was closed to the public in accordance with Sections 119.071(3)(a) and 281.301, Florida Statutes, as the Board discussed matters related to the security plan. The closed session began at approximately 5:43 p.m.

The public portion of the meeting resumed at approximately 5:59 p.m.

FIFTEENTH ORDER OF BUSINESS Next Scheduled Meeting – May 4, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095

SIXTEENTH ORDER OF BUSINESS Adjournment

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|---|
| On MOTION by Mr. Lisotta, seconded by Mr. Cervelli, with all in favor, the meeting was adjourned. |
|---|

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Sweetwater Creek
Community Development District

Unaudited Financial Reporting
March 31, 2023



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Sweetwater Creek
Community Development District
Balance Sheet
March 31, 2023

| | <i>General Fund</i> | <i>Debt Service Fund</i> | <i>Capital Reserve Fund</i> | <i>Capital Projects Fund</i> | <i>Totals Governmental Funds</i> |
|--|-------------------------|------------------------------|---------------------------------|----------------------------------|--------------------------------------|
| Assets: | | | | | |
| Cash: | | | | | |
| Cash - Operating Account | \$ 1,155,102 | \$ - | \$ 186,161 | \$ - | \$ 1,341,263 |
| Cash - Amenity Account | \$ 77,391 | \$ - | \$ - | \$ - | \$ 77,391 |
| Cash - Debit Card Account | \$ 3,534 | \$ - | \$ - | \$ - | \$ 3,534 |
| Investments: | | | | | |
| Series 2019 | | | | | |
| Reserve - A-1 | \$ - | \$ 133,070 | \$ - | \$ - | \$ 133,070 |
| Reserve - A-2 | \$ - | \$ 108,906 | \$ - | \$ - | \$ 108,906 |
| Revenue | \$ - | \$ 728,862 | \$ - | \$ - | \$ 728,862 |
| Prepayment | \$ - | \$ - | \$ - | \$ - | \$ - |
| Excess Revenue | \$ - | \$ 20,381 | \$ - | \$ - | \$ 20,381 |
| Construction | \$ - | \$ - | \$ - | \$ 1,003,414 | \$ 1,003,414 |
| Prepaid Expenses | \$ - | \$ - | \$ - | \$ - | \$ - |
| Investment SBA | \$ 2,350 | \$ - | \$ 67,946 | \$ - | \$ 70,295 |
| Investment - Custody | \$ 159,372 | \$ - | \$ - | \$ - | \$ 159,372 |
| Due From General Fund | \$ - | \$ - | \$ - | \$ - | \$ - |
| Due From Capital | \$ 8,697 | \$ - | \$ 17,100 | \$ - | \$ 25,797 |
| Due from Other | \$ 596 | \$ - | \$ 1,733 | \$ - | \$ 2,329 |
| Total Assets | \$ 1,407,042 | \$ 991,218 | \$ 272,940 | \$ 1,003,414 | \$ 3,674,614 |
| Liabilities: | | | | | |
| Accounts Payable | \$ 9,944 | \$ - | \$ - | \$ - | \$ 9,944 |
| Accrued Expenses | \$ 56,992 | \$ - | \$ - | \$ - | \$ 56,992 |
| Contracts Payable | \$ - | \$ - | \$ - | \$ - | \$ - |
| Due to Amenity | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Liabilities | \$ 66,936 | \$ - | \$ - | \$ - | \$ 66,936 |
| Fund Balances: | | | | | |
| Assigned For Debt Service | \$ - | \$ 991,218 | \$ - | \$ - | \$ 991,218 |
| Assigned For Capital Reserves | \$ - | \$ - | \$ 272,940 | \$ - | \$ 272,940 |
| Assigned For Capital Projects | \$ - | \$ - | \$ - | \$ 1,003,414 | \$ 1,003,414 |
| Unassigned | \$ 1,340,107 | \$ - | \$ - | \$ - | \$ 1,340,107 |
| Total Fund Balances | \$ 1,340,107 | \$ 991,218.36 | \$ 272,940 | \$ 1,003,414 | \$ 3,607,679 |
| Total Liabilities & Fund Equity | \$ 1,407,042 | \$ 991,218 | \$ 272,940 | \$ 1,003,414 | \$ 3,674,614 |

Sweetwater Creek
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

| | Adopted | Prorated Budget | Actual | |
|---|---------------------|---------------------|---------------------|--------------------|
| | Budget | Thru 03/31/23 | Thru 03/31/23 | Variance |
| <u>Revenues:</u> | | | | |
| Assessments | \$ 1,665,410 | \$ 1,609,306 | \$ 1,609,306 | \$ - |
| Fitness Center Revenue | \$ 1,400 | \$ 700 | \$ 1,250 | \$ 550 |
| Interest | \$ - | \$ - | \$ 8,079 | \$ 8,079 |
| Total Revenues | \$ 1,666,810 | \$ 1,610,006 | \$ 1,618,635 | \$ 8,629 |
| <u>Expenditures:</u> | | | | |
| <u>General & Administrative:</u> | | | | |
| Supervisor Fees | \$ 9,600 | \$ 4,800 | \$ 2,800 | \$ 2,000 |
| Engineering Fees | \$ 25,000 | \$ 12,500 | \$ 9,431 | \$ 3,069 |
| District Counsel | \$ 35,000 | \$ 17,500 | \$ 43,568 | \$ (26,068) |
| Audit Fees | \$ 3,700 | \$ - | \$ - | \$ - |
| Arbitrage | \$ 500 | \$ 500 | \$ 500 | \$ - |
| Assessment Roll | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ - |
| Dissemination | \$ 5,000 | \$ 2,500 | \$ 2,500 | \$ (0) |
| Trustee Fees | \$ 3,800 | \$ 3,143 | \$ 3,143 | \$ - |
| District Management Fees | \$ 35,000 | \$ 17,500 | \$ 17,500 | \$ - |
| Telephone | \$ 700 | \$ 350 | \$ 184 | \$ 166 |
| Postage | \$ 1,500 | \$ 750 | \$ 1,679 | \$ (929) |
| Public Official Insurance | \$ 4,564 | \$ 4,564 | \$ 4,088 | \$ 476 |
| Copies (2) | \$ 1,000 | \$ 500 | \$ 1,774 | \$ (1,274) |
| Miscellaneous | \$ 1,500 | \$ 750 | \$ 408 | \$ 342 |
| Legal Advertising | \$ 2,700 | \$ 1,350 | \$ 92 | \$ 1,258 |
| Information Technology | \$ 1,050 | \$ 525 | \$ 525 | \$ - |
| Website Maintenance | \$ 800 | \$ 400 | \$ 400 | \$ (0) |
| Dues, Licenses & Subscriptions | \$ 175 | \$ 175 | \$ 175 | \$ - |
| Cost Share Expense - Marshall Creek | \$ 40,000 | \$ - | \$ - | \$ - |
| Total General & Administrative: | \$ 174,089 | \$ 70,307 | \$ 91,268 | \$ (20,961) |
| <u>Operation and Maintenance</u> | | | | |
| Electric | \$ 75,000 | \$ 37,500 | \$ 34,243 | \$ 3,257 |
| General Insurance | \$ 6,148 | \$ 6,148 | \$ 5,507 | \$ 641 |
| Landscape Maintenance (1) | \$ 346,000 | \$ 173,000 | \$ 170,638 | \$ 2,362 |
| Landscape Improvements | \$ 80,000 | \$ 40,000 | \$ 12,036 | \$ 27,964 |
| Lake Maintenance | \$ 27,940 | \$ 13,970 | \$ 9,228 | \$ 4,742 |
| Fountain Maintenance | \$ 1,500 | \$ 750 | \$ 1,206 | \$ (456) |
| Irrigation Repairs & Maintenance | \$ 22,000 | \$ 11,000 | \$ 9,517 | \$ 1,483 |
| Storm Clean-Up | \$ 2,000 | \$ 1,000 | \$ - | \$ 1,000 |
| Field Repairs & Maintenance | \$ 31,300 | \$ 15,650 | \$ 4,943 | \$ 10,707 |
| Tree Removals | \$ 12,540 | \$ 12,540 | \$ 13,718 | \$ (1,178) |
| Streetlight Repairs | \$ 2,250 | \$ 1,125 | \$ - | \$ 1,125 |
| Signage Repairs | \$ 1,500 | \$ 750 | \$ - | \$ 750 |
| Holiday Decoration | \$ 5,000 | \$ 2,500 | \$ 362 | \$ 2,138 |
| Miscellaneous Field Supplies | \$ 1,000 | \$ 500 | \$ 960 | \$ (460) |
| Guardhouse Maintenance | \$ 2,500 | \$ 1,250 | \$ - | \$ 1,250 |
| Playground Repairs & Maintenance | \$ 2,500 | \$ 1,250 | \$ - | \$ 1,250 |
| Total Field Operations: | \$ 619,178 | \$ 318,933 | \$ 262,359 | \$ 56,574 |

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2023

| | Adopted | Prorated Budget | Actual | |
|--|---------------------|-------------------|---------------------|------------------|
| | Budget | Thru 03/31/23 | Thru 03/31/23 | Variance |
| Amenities Cost Share | | | | |
| Administrative: | | | | |
| Property & Casualty Insurance | \$ 26,520 | \$ 26,520 | \$ 24,779 | \$ 1,741 |
| Payroll - Salaried | \$ 82,160 | \$ 41,080 | \$ 41,080 | \$ (0) |
| Payroll - Hourly | \$ 100,336 | \$ 50,168 | \$ 43,512 | \$ 6,656 |
| Payroll - Benefits | \$ 15,975 | \$ 7,987 | \$ 7,988 | \$ (0) |
| Payroll Taxes | \$ 14,028 | \$ 7,014 | \$ 7,014 | \$ (0) |
| Professional Services - Engineering | \$ 68,056 | \$ 34,028 | \$ 34,028 | \$ 0 |
| Professional Services - Information Technology | \$ 1,800 | \$ 900 | \$ 1,138 | \$ (238) |
| Travel & Per Diem | \$ 150 | \$ 75 | \$ - | \$ 75 |
| Training | \$ 200 | \$ 100 | \$ - | \$ 100 |
| Licenses & Permits | \$ 400 | \$ 200 | \$ 25 | \$ 175 |
| Subscriptions & Memberships | \$ 500 | \$ 250 | \$ 162 | \$ 88 |
| Office Supplies | \$ 3,000 | \$ 1,500 | \$ 1,468 | \$ 32 |
| Office Equipment | \$ 2,000 | \$ 1,000 | \$ 1,070 | \$ (70) |
| Communication - Telephone/Internet/TV | \$ 12,000 | \$ 6,000 | \$ 5,254 | \$ 746 |
| Internet/Telephone - Guard House | \$ 5,400 | \$ 2,700 | \$ 2,714 | \$ (14) |
| Field: | | | | |
| Field Management Fees | \$ 84,000 | \$ 42,000 | \$ 42,000 | \$ - |
| General Utilities | \$ 83,000 | \$ 41,500 | \$ 31,166 | \$ 10,334 |
| Refuse Removal | \$ 3,885 | \$ 1,943 | \$ 2,431 | \$ (489) |
| Security | \$ 82,200 | \$ 41,100 | \$ 37,811 | \$ 3,289 |
| Janitorial Services | \$ 16,000 | \$ 8,000 | \$ 6,656 | \$ 1,344 |
| Operating Supplies - Spa & Paper | \$ 4,500 | \$ 2,250 | \$ 1,285 | \$ 965 |
| Operating Supplies - Uniforms | \$ 500 | \$ 250 | \$ - | \$ 250 |
| Cleaning Supplies | \$ 15,000 | \$ 7,500 | \$ 3,088 | \$ 4,412 |
| Amenity Landscape Maintenance & Improvements | \$ 24,000 | \$ 12,000 | \$ 13,027 | \$ (1,027) |
| Gate Repairs & Maintenance | \$ 2,500 | \$ 1,563 | \$ 1,563 | \$ - |
| Dog Park Repairs & Maintenance | \$ 11,650 | \$ 5,825 | \$ 165 | \$ 5,660 |
| Park Mulch | \$ 1,500 | \$ 1,500 | \$ 5,201 | \$ (3,701) |
| Miscellaneous Field Supplies | \$ 6,100 | \$ 3,050 | \$ 1,781 | \$ 1,269 |
| Buildings Repairs & Maintenance | \$ 15,000 | \$ 7,500 | \$ 3,987 | \$ 3,513 |
| Pest Control | \$ 2,500 | \$ 1,250 | \$ 451 | \$ 799 |
| Pool Maintenance - Contract | \$ 20,321 | \$ 10,161 | \$ 10,333 | \$ (173) |
| Pool Repairs & Maintenance | \$ 10,000 | \$ 5,000 | \$ 976 | \$ 4,024 |
| Pool Chemicals | \$ 2,500 | \$ 1,250 | \$ 1,411 | \$ (161) |
| Signage & Amenity Repairs | \$ 300 | \$ 150 | \$ - | \$ 150 |
| Special Events | \$ 2,000 | \$ 1,603 | \$ 1,603 | \$ - |
| Fitness: | | | | |
| Professional Services - Outside Fitness | \$ 58,872 | \$ 29,436 | \$ 26,436 | \$ 3,000 |
| Fitness Equipment Repairs & Maintenance | \$ 7,000 | \$ 3,500 | \$ 4,660 | \$ (1,160) |
| Fitness Equipment Rental | \$ 35,000 | \$ 17,500 | \$ 7,921 | \$ 9,579 |
| Miniature Golf Course Maintenance | \$ 750 | \$ 375 | \$ - | \$ 375 |
| Miscellaneous Fitness Supplies | \$ 6,300 | \$ 3,150 | \$ 3,271 | \$ (121) |
| Capital Outlay - Machinery & Equipment | \$ 6,400 | \$ 3,200 | \$ 1,570 | \$ 1,630 |
| Total Amenities Cost Share | \$ 834,302 | \$ 432,077 | \$ 379,023 | \$ 53,054 |
| Reserves | | | | |
| Capital Reserve Transfer | \$ 150,000 | \$ 150,000 | \$ 150,000 | \$ - |
| Total Reserves | \$ 150,000 | \$ 150,000 | \$ 150,000 | \$ - |
| Total Expenditures | \$ 1,777,569 | \$ 971,317 | \$ 882,649 | \$ 88,668 |
| Excess Revenues (Expenditures) | \$ (110,759) | | \$ 735,986 | |
| Fund Balance - Beginning | \$ 110,759 | | \$ 604,121 | |
| Fund Balance - Ending | \$ - | | \$ 1,340,107 | |

(1) 2022 Bed Dressing Renewal

(2) Easment Violation Notices

Sweetwater Creek

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2023

| | Adopted | Prorated Budget | Actual | |
|---|-------------------|-------------------|-------------------|--------------------|
| | Budget | Thru 03/31/23 | Thru 03/31/23 | Variance |
| Revenues: | | | | |
| Special Assessments | \$ 741,613 | \$ 724,710 | \$ 724,710 | \$ - |
| Prepayments | \$ - | \$ - | \$ - | \$ - |
| Interest | \$ - | \$ - | \$ 5,375 | \$ 5,375 |
| Total Revenues | \$ 741,613 | \$ 724,710 | \$ 730,085 | \$ 5,375 |
| Expenditures: | | | | |
| Series 2019 - A1 | | | | |
| Interest - 11/01 | \$ 89,000 | \$ 89,000 | \$ 89,000 | \$ - |
| Special Call - 11/01 | \$ - | \$ - | \$ 15,000 | \$ (15,000) |
| Interest - 05/01 | \$ 89,000 | \$ - | \$ - | \$ - |
| Principal - 05/01 | \$ 345,000 | \$ - | \$ - | \$ - |
| Special Call - 05/01 | \$ - | \$ - | \$ - | \$ - |
| Series 2019 - A2 | | | | |
| Interest - 11/01 | \$ 49,050 | \$ 49,050 | \$ 49,050 | \$ - |
| Special Call - 11/1 | \$ - | \$ - | \$ 5,000 | \$ (5,000) |
| Interest - 05/01 | \$ 49,050 | \$ - | \$ - | \$ - |
| Principal - 05/01 | \$ 120,000 | \$ - | \$ - | \$ - |
| Special Call - 05/01 | \$ - | \$ - | \$ - | \$ - |
| Total Expenditures | \$ 741,100 | \$ 138,050 | \$ 158,050 | \$ (20,000) |
| Other Sources/(Uses) | | | | |
| Transfer In | \$ - | \$ - | \$ - | \$ - |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ - | \$ - |
| Excess Revenues (Expenditures) | \$ 513 | | \$ 572,035 | |
| Fund Balance - Beginning | \$ 149,391 | | \$ 419,183 | |
| Fund Balance - Ending | \$ 149,904 | | \$ 991,218 | |

Sweetwater Creek

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2023

| | Adopted Budget | Prorated Budget Thru 03/31/23 | Actual Thru 03/31/23 | Variance |
|---|-------------------|----------------------------------|-------------------------|------------------|
| Revenues: | | | | |
| Capital Reserve Transfer In | \$ 150,000 | \$ 150,000 | \$ 150,000 | \$ - |
| Interest | \$ - | \$ - | \$ 1,946 | \$ 1,946 |
| Cost Share - Marshal Creek | \$ - | \$ - | \$ - | \$ - |
| Total Revenues | \$ 150,000 | \$ 150,000 | \$ 151,946 | \$ 1,946 |
| Expenditures: | | | | |
| Capital Outlay | \$ 50,000 | \$ 25,000 | \$ 35,575 | \$ (10,575) |
| Repair and Maintenance | \$ 50,000 | \$ 25,000 | \$ - | \$ 25,000 |
| Other Current Charges | \$ 1,000 | \$ 500 | \$ 244 | \$ 256 |
| Total Expenditures | \$ 101,000 | \$ 50,500 | \$ 35,819 | \$ 14,681 |
| Other Financing Sources/(Uses) | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ - | \$ - |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ - | \$ - |
| Excess Revenues (Expenditures) | \$ 49,000 | \$ 99,500 | \$ 116,127 | |
| Fund Balance - Beginning | \$ 183,587 | | \$ 156,813 | |
| Fund Balance - Ending | \$ 232,587 | | \$ 272,940 | |

Capital Reserve Study

| | <u>General</u> | <u>Amenities</u> | <u>Combined</u> |
|----------------------------|-------------------------------|-------------------------------|----------------------|
| Decsription | FY 2023-Study (Pg. 17) | FY 2023-Study (Pg. 20) | Total - Study |
| Reserves Beginning of Year | \$377,970 | \$92,795 | \$470,765 |
| Contributions | \$186,100 | \$61,700 | \$247,800 |
| Interest Income | \$7,302 | \$ 1,927 | \$9,229 |
| Expenditures | (\$83,013) | \$ (20,565) | (\$103,578) |
| Anticipated Balance | \$488,359 | \$135,857 | \$624,216 |

Capital Reserve Fund - Actuals

| Decsription | Actual |
|---|--------------------|
| Reserves Beginning of Year | \$ 156,813 |
| Contributions | \$ 150,000 |
| Interest Income | \$ 1,946 |
| Expenditures | \$ (35,819) |
| Anticipated Balance | \$272,940 |
| Variance Reserve Study Vs Actual | (\$351,276) |

Sweetwater Creek

Community Development District Capital Projects Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending March 31, 2023

| | Adopted Budget | Prorated Budget Thru 03/31/23 | Actual Thru 03/31/23 | Variance |
|---|-------------------|----------------------------------|-------------------------|---------------------|
| Revenues: | | | | |
| Interest Income | \$ - | \$ - | \$ 11,181 | \$ 11,181 |
| Total Revenues | \$ - | \$ - | \$ 11,181 | \$ 11,181 |
| Expenditures: | | | | |
| Capital Outlay | \$ - | \$ - | \$ 151,141 | \$ (151,141) |
| Total Expenditures | \$ - | \$ - | \$ 151,141 | \$ (151,141) |
| Other Financing Sources/(Uses) | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ - | \$ - |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ - | \$ - |
| Excess Revenues (Expenditures) | \$ - | | \$ (139,960) | |
| Fund Balance - Beginning | \$ - | | \$ 1,143,373 | |
| Fund Balance - Ending | \$ - | | \$ 1,003,414 | |

Sweetwater Creek
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|---|------------------|-------------------|-------------------|-------------------|------------------|------------------|-------------|-------------|-------------|-------------|-------------|-------------|---------------------|
| Revenues: | | | | | | | | | | | | | |
| Assessments | \$ - | \$ 198,533 | \$ 335,235 | \$ 967,573 | \$ 94,694 | \$ 13,271 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,609,306 |
| Fitness Center Revenue | \$ 275 | \$ - | \$ 570 | \$ - | \$ - | \$ 405 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,250 |
| Cost Sharing - Marshall Creek Revenue | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Interest | \$ 820 | \$ 918 | \$ 728 | \$ 1,372 | \$ 2,249 | \$ 1,993 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 8,079 |
| Miscellaneous Revenues | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Carry Forward Surplus | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | | | | | | | | \$ - |
| Total Revenues | \$ 1,095 | \$ 199,451 | \$ 336,533 | \$ 968,945 | \$ 96,943 | \$ 15,669 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,618,635 |
| Expenditures: | | | | | | | | | | | | | |
| <u>General & Administrative:</u> | | | | | | | | | | | | | |
| Supervisor Fees | \$ 800 | \$ - | \$ 800 | \$ 800 | \$ 400 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,800 |
| Engineering Fees | \$ 1,071 | \$ 3,678 | \$ 846 | \$ 745 | \$ 1,571 | \$ 1,520 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 9,431 |
| District Counsel | \$ 6,160 | \$ 9,673 | \$ 7,577 | \$ 8,551 | \$ 8,424 | \$ 3,184 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 43,568 |
| Audit Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Arbitrage | \$ - | \$ 500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 500 |
| Assessment Roll | \$ 2,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,500 |
| Dissemination | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,500 |
| Trustee Fees | \$ 3,143 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,143 |
| District Management Fees | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ 2,917 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 17,500 |
| Telephone | \$ - | \$ 25 | \$ 54 | \$ 19 | \$ 49 | \$ 37 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 184 |
| Postage | \$ 134 | \$ 250 | \$ 808 | \$ 180 | \$ 151 | \$ 155 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,679 |
| Public Official Insurance | \$ 4,088 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,088 |
| Copies | \$ 126 | \$ 306 | \$ 785 | \$ 154 | \$ 142 | \$ 262 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,774 |
| Miscellaneous | \$ 200 | \$ 21 | \$ 31 | \$ 13 | \$ 119 | \$ 26 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 408 |
| Legal Advertising | \$ - | \$ 77 | \$ - | \$ - | \$ 15 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 92 |
| Information Technology | \$ 88 | \$ 88 | \$ 88 | \$ 88 | \$ 88 | \$ 88 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 525 |
| Website Maintenance | \$ 67 | \$ 67 | \$ 67 | \$ 67 | \$ 67 | \$ 67 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 400 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175 |
| Total General & Administrative: | \$ 21,884 | \$ 18,018 | \$ 14,388 | \$ 13,949 | \$ 14,358 | \$ 8,671 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 91,268 |
| <u>Operation and Maintenance</u> | | | | | | | | | | | | | |
| Electric | \$ 5,428 | \$ 5,562 | \$ 5,554 | \$ 6,010 | \$ 6,010 | \$ 5,679 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 34,243 |
| General Insurance | \$ 5,507 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,507 |
| Landscape Maintenance | \$ 49,273 | \$ 24,273 | \$ 24,273 | \$ 24,273 | \$ 24,273 | \$ 24,273 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 170,638 |
| Landscape Improvements | \$ - | \$ - | \$ 400 | \$ - | \$ 11,636 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 12,036 |
| Lake Maintenance | \$ 1,538 | \$ 1,538 | \$ 1,538 | \$ 1,538 | \$ 1,538 | \$ 1,538 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 9,228 |
| Fountain Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,206 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,206 |
| Irrigation Repairs & Maintenance | \$ 1,225 | \$ 2,092 | \$ 2,370 | \$ 3,830 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 9,517 |
| Storm Clean-Up | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Field Repairs & Maintenance | \$ 540 | \$ 762 | \$ 1,949 | \$ 128 | \$ 1,538 | \$ 26 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,943 |
| Tree Removals | \$ 7,842 | \$ - | \$ 3,727 | \$ 2,150 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 13,718 |
| Streetlight Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Signage Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Holiday Decoration | \$ - | \$ 362 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 362 |
| Miscellaneous Field Supplies | \$ 345 | \$ - | \$ 615 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 960 |
| Total Field Operations: | \$ 71,697 | \$ 34,589 | \$ 40,426 | \$ 37,929 | \$ 44,995 | \$ 32,722 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 262,359 |

Sweetwater Creek
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|--|---------------------|-------------------|-------------------|-------------------|--------------------|--------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------------|
| Amenities | | | | | | | | | | | | | |
| Administrative: | | | | | | | | | | | | | |
| Property & Casualty Insurance | \$ 24,238 | \$ - | \$ - | \$ - | \$ 541 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 24,779 |
| Payroll - Salaried | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ 6,847 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 41,080 |
| Payroll - Hourly | \$ 7,252 | \$ 7,252 | \$ 7,252 | \$ 7,252 | \$ 7,252 | \$ 7,252 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 43,512 |
| Payroll - Benefits | \$ 1,331 | \$ 1,331 | \$ 1,331 | \$ 1,331 | \$ 1,331 | \$ 1,331 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,988 |
| Payroll Taxes | \$ 1,169 | \$ 1,169 | \$ 1,169 | \$ 1,169 | \$ 1,169 | \$ 1,169 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,014 |
| Professional Services - Engineering | \$ 5,671 | \$ 5,671 | \$ 5,671 | \$ 5,671 | \$ 5,671 | \$ 5,671 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 34,028 |
| Professional Services - Information Technology | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 388 | \$ 150 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,138 |
| Travel & Per Diem | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Licenses & Permits | \$ - | \$ - | \$ - | \$ - | \$ 25 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 25 |
| Subscriptions & Memberships | \$ 27 | \$ 27 | \$ 27 | \$ 27 | \$ 27 | \$ 27 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 162 |
| Office Supplies | \$ 11 | \$ 493 | \$ 41 | \$ 690 | \$ 174 | \$ 58 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,468 |
| Office Equipment | \$ - | \$ 112 | \$ - | \$ 958 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,070 |
| Communication - Telephone/Internet/TV | \$ 1,026 | \$ 966 | \$ 904 | \$ 689 | \$ 893 | \$ 776 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,254 |
| Internet/Telephone - Guard House | \$ 448 | \$ 448 | \$ 448 | \$ 334 | \$ 576 | \$ 462 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,714 |
| Cost Share Expense - Marshall Creek | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Field: | | | | | | | | | | | | | |
| Field Management Fees | \$ 7,000 | \$ 7,000 | \$ 7,000 | \$ 7,000 | \$ 7,000 | \$ 7,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 42,000 |
| General Utilities | \$ 4,334 | \$ 4,567 | \$ 4,919 | \$ 6,264 | \$ 5,795 | \$ 5,286 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 31,166 |
| Refuse Removal | \$ 315 | \$ 467 | \$ 405 | \$ 405 | \$ 423 | \$ 414 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,431 |
| Security | \$ 7,110 | \$ 6,432 | \$ 6,067 | \$ 12,134 | \$ - | \$ 6,067 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 37,811 |
| Janitorial Services | \$ 1,109 | \$ 1,109 | \$ 1,109 | \$ 1,109 | \$ 1,109 | \$ 1,109 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,656 |
| Operating Supplies - Spa & Paper | \$ 104 | \$ 197 | \$ 54 | \$ 102 | \$ 532 | \$ 295 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,285 |
| Operating Supplies - Uniforms | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Cleaning Supplies | \$ 144 | \$ 1,560 | \$ - | \$ 39 | \$ 1,179 | \$ 166 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,088 |
| Amenity Landscape Maintenance & Improvements | \$ 2,000 | \$ 2,250 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,777 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 13,027 |
| Gate Repairs & Maintenance | \$ - | \$ - | \$ 1,563 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,563 |
| Guardhouse Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dog Park Repairs & Maintenance | \$ 165 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 165 |
| Park Mulch | \$ - | \$ 5,201 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,201 |
| Playground Repairs & Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Miscellaneous Field Supplies | \$ 1,037 | \$ 53 | \$ 284 | \$ - | \$ 195 | \$ 212 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,781 |
| Buildings Repairs & Maintenance | \$ 196 | \$ 548 | \$ 482 | \$ 645 | \$ 276 | \$ 1,840 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,987 |
| Pest Control | \$ 72 | \$ 72 | \$ 72 | \$ 79 | \$ 79 | \$ 79 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 451 |
| Pools Maintenance - Contract | \$ 1,524 | \$ 1,524 | \$ 1,524 | \$ 1,920 | \$ 1,920 | \$ 1,920 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 10,333 |
| Pools Repairs & Maintenance | \$ 72 | \$ - | \$ 346 | \$ 33 | \$ - | \$ 525 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 976 |
| Pools Chemicals | \$ 357 | \$ - | \$ 277 | \$ - | \$ 415 | \$ 362 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,411 |
| Signage & Amenity Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Special Events | \$ - | \$ - | \$ - | \$ 1,603 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,603 |
| Fitness: | | | | | | | | | | | | | |
| Professional Services - Outside Fitness | \$ 4,406 | \$ 4,406 | \$ 4,406 | \$ 4,406 | \$ 4,406 | \$ 4,406 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 26,436 |
| Fitness Equipment Repairs & Maintenance | \$ 1,103 | \$ 498 | \$ 675 | \$ 1,732 | \$ 7 | \$ 644 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,660 |
| Fitness Equipment Rental | \$ 513 | \$ 513 | \$ 1,522 | \$ 513 | \$ 2,444 | \$ 2,414 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,921 |
| Miniature Golf Course Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Miscellaneous Fitness Supplies | \$ 762 | \$ 53 | \$ 635 | \$ 910 | \$ 796 | \$ 115 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 3,271 |
| Capital Outlay - Machinery & Equipment | \$ - | \$ - | \$ - | \$ - | \$ 1,570 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,570 |
| Total Amenities | \$ 80,496 | \$ 60,918 | \$ 57,180 | \$ 66,014 | \$ 55,040 | \$ 59,375 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 379,023 |
| Reserves | | | | | | | | | | | | | |
| Capital Reserve Transfer | \$ - | \$ - | \$ - | \$ 150,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 150,000 |
| Total Reserves | \$ - | \$ - | \$ - | \$ 150,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 150,000 |
| Total Expenditures | \$ 174,078 | \$ 113,524 | \$ 111,995 | \$ 267,892 | \$ 114,392 | \$ 100,769 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 882,649 |
| Excess Revenues (Expenditures) | \$ (172,983) | \$ 85,927 | \$ 224,538 | \$ 701,053 | \$ (17,450) | \$ (85,100) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 735,986 |

Sweetwater Creek

Community Development District

Long Term Debt Report

| SERIES 2019A-1, SPECIAL ASSESSMENT REVENUE BONDS | | |
|--|--|--------------------|
| INTEREST RATES: | 2.000%, 2.125%, 2.250%, 2.375%, 2.500%, 2.950%, 3.170% | |
| MATURITY DATE: | 5/1/2038 | |
| RESERVE FUND DEFINITION | MAXIMUM ANNUAL DEBT SERVICE | |
| RESERVE FUND REQUIREMENT | \$133,070 | |
| RESERVE FUND BALANCE | \$133,070 | |
| BONDS OUTSTANDING - 07/30/19 | | \$7,825,000 |
| LESS: MAY 1, 2020 | | (\$330,000) |
| LESS: MAY 1, 2020 (SPECIAL CALL) | | (\$15,000) |
| LESS: NOV 1, 2020 (SPECIAL CALL) | | (\$40,000) |
| LESS: MAY 1, 2021 | | (\$340,000) |
| LESS: MAY 1, 2021 (SPECIAL CALL) | | (\$40,000) |
| LESS: NOV 1, 2021 (SPECIAL CALL) | | (\$15,000) |
| LESS: MAY 1, 2022 | | (\$340,000) |
| LESS: NOV 1, 2022 (SPECIAL CALL) | | (\$15,000) |
| CURRENT BONDS OUTSTANDING | | \$6,690,000 |

| SERIES 2019A-2, SPECIAL ASSESSMENT REVENUE BONDS | | |
|--|---------------------------------|--------------------|
| INTEREST RATES: | 3.560%, 4.020% | |
| MATURITY DATE: | 5/1/2038 | |
| RESERVE FUND DEFINITION | 50% MAXIMUM ANNUAL DEBT SERVICE | |
| RESERVE FUND REQUIREMENT | \$110,550 | |
| RESERVE FUND BALANCE | \$108,906 | |
| BONDS OUTSTANDING - 07/30/19 | | \$2,980,000 |
| LESS: MAY 1, 2020 | | (\$110,000) |
| LESS: MAY 1, 2020 (SPECIAL CALL) | | (\$10,000) |
| LESS: NOV 1, 2020 (SPECIAL CALL) | | (\$15,000) |
| LESS: MAY 1, 2021 | | (\$115,000) |
| LESS: MAY 1, 2021 (SPECIAL CALL) | | (\$15,000) |
| LESS: NOV 1, 2021 (SPECIAL CALL) | | (\$5,000) |
| LESS: MAY 1, 2022 | | (\$115,000) |
| LESS: MAY 1, 2022 (SPECIAL CALL) | | (\$25,000) |
| LESS: NOV 1, 2022 (SPECIAL CALL) | | (\$5,000) |
| CURRENT BONDS OUTSTANDING | | \$2,565,000 |

Sweetwater Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2023

| | | | |
|-------------------|-----------------|---------------|-----------------|
| Gross Assessments | \$ 1,750,006.48 | \$ 788,070.96 | \$ 2,538,077.44 |
| Net Assessments | \$ 1,645,006.09 | \$ 740,786.70 | \$ 2,385,792.79 |

ON ROLL ASSESSMENTS

| | | |
|--------|--------|---------|
| 68.95% | 31.05% | 100.00% |
|--------|--------|---------|

| <i>Date</i> | <i>Distribution</i> | <i>Gross Amount</i> | <i>Commissions</i> | <i>Discount/Penalty</i> | <i>Interest</i> | <i>Net Receipts</i> | <i>O&M Portion</i> | <i>2019 Debt Service Asmt</i> | <i>Total</i> |
|--------------|---------------------|------------------------|-----------------------|-------------------------|--------------------|------------------------|------------------------|-----------------------------------|------------------------|
| 11/2/22 | 1 | \$30,371.79 | (\$576.36) | (\$1,553.80) | \$0.00 | \$28,241.63 | \$19,472.63 | \$8,769.00 | \$28,241.63 |
| 11/17/22 | 2 | \$89,856.52 | (\$1,725.34) | (\$3,589.71) | \$0.00 | \$84,541.47 | \$58,291.41 | \$26,250.06 | \$84,541.47 |
| 11/28/22 | 3 | \$186,176.30 | (\$3,574.58) | (\$7,447.09) | \$0.00 | \$175,154.63 | \$120,769.26 | \$54,385.37 | \$175,154.63 |
| 12/12/22 | 4 | \$250,068.59 | (\$4,801.32) | (\$10,002.81) | \$0.00 | \$235,264.46 | \$162,215.04 | \$73,049.42 | \$235,264.46 |
| 12/15/22 | 5 | \$266,725.96 | (\$5,121.14) | (\$10,669.10) | \$0.00 | \$250,935.72 | \$173,020.39 | \$77,915.33 | \$250,935.72 |
| 01/20/23 | 6 | \$1,491,598.16 | (\$28,638.68) | (\$59,664.34) | \$0.00 | \$1,403,295.14 | \$967,573.15 | \$435,721.99 | \$1,403,295.14 |
| 02/01/23 | INTEREST | | | | \$3,190.38 | \$3,190.38 | \$2,199.77 | \$990.61 | \$3,190.38 |
| 02/21/23 | 7 | \$141,700.74 | (\$2,737.68) | (\$4,816.66) | \$0.00 | \$134,146.40 | \$92,494.05 | \$41,652.35 | \$134,146.40 |
| 03/30/23 | 8 | \$19,869.38 | (\$392.79) | (\$229.70) | \$0.00 | \$19,246.89 | \$13,270.75 | \$5,976.14 | \$19,246.89 |
| | | | | | | | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | \$0.00 | \$0.00 | \$0.00 |
| TOTAL | | \$ 2,476,367.44 | \$ (47,567.89) | \$ (97,973.21) | \$ 3,190.38 | \$ 2,334,016.72 | \$ 1,609,306.45 | \$ 724,710.27 | \$ 2,334,016.72 |

| | |
|---------------------|-------------------------------------|
| 97.83% | Net Percent Collected |
| \$ 51,776.07 | Balance Remaining to Collect |

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2019

| Date | Requisition # | Contractor | Description | Requisition |
|---|---------------|---|---|------------------------|
| Fiscal Year 2020 | | | | |
| 11/15/19 | 1 | England Thims & Miller | Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package | \$ 8,032.00 |
| 11/15/19 | 2 | East Coast Wells & Pump Service | Invoice: 34301 - Replaced Irrigation Pump | \$ 4,293.70 |
| 1/3/20 | 3 | Performance Painting Contractors, Inc. | Invoice: 9579 - Mobilization | \$ 8,090.00 |
| 1/3/20 | 4 | AC Concrete Enterprise, Inc. | Invoice: AB - Sidewalk Addition | \$ 6,250.00 |
| 1/3/20 | 5 | Reflections | Invoice: 191036 - Roof Clean | \$ 4,495.00 |
| 1/6/20 | 6 | Rick Arsenaault Certified Pool Consultant, Inc. | Invoice: SWCrefC120 - 40% Deposit to start services | \$ 46,000.00 |
| 1/6/20 | 7 | Rick Arsenaault Certified Pool Consultant, Inc. | Invoice: SWCrefD120 - 10% upon execution of the Agreement | \$ 11,500.00 |
| 2/6/20 | 8 | East Coast Wells & Pump Service | Invoices: 34271 & 34167 - Fixed Pump Motor & Replaced Bad Motor | \$ 2,137.00 |
| 2/6/20 | 9 | Rick Arsenaault Certified Pool Consultant, Inc. | Invoice: SWCrrfnl220 - 10% Balance Upon Final Sign Off | \$ 11,500.00 |
| 2/24/20 | 10 | JLC Construction Inc. | Invoice: 1/20/2020 - Deposit for Perogola Replacement | \$ 6,790.80 |
| 2/26/20 | 11 | Performance Painting Contractors, Inc. | Invoice: 9578 - Power Wash and Paint | \$ 35,240.00 |
| 2/24/20 | 12 | Rick Arsenaault Certified Pool Consultant, Inc. | Invoice: SWCrefF220 - 40% Commencement of Filling | \$ 46,000.00 |
| 2/26/20 | 13 | Rick Arsenaault Certified Pool Consultant, Inc. | Invoice: SWCgtr220 - Gutter Grating Supports repaired | \$ 500.00 |
| 3/17/20 | 14 | Walter Carucci AE | Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19 | \$ 5,034.68 |
| 3/17/20 | 15 | Bob's Backflow & Plumbing Services, Inc. | Invoice: 65745 - Back Flow Testing | \$ 265.00 |
| 3/23/20 | 16 | JLC Construction Inc. | Invoice: 3/20/2020 - Final payment for Perogola Replacement | \$ 6,790.80 |
| 4/8/20 | 17 | England Thims & Miller | Invoice: 0193131 Traffic Study & Certification Package | \$ 3,000.02 |
| 4/16/20 | 18 | England Thims & Miller | Invoice: 0193703 Traffic Study & Certification Package | \$ 1,062.00 |
| 5/20/20 | 19 | Fitness International Associates Corp | Invoice: 2904 Flooring | \$ 4,000.44 |
| 6/9/20 | 20 | Beacon Electrical Contractors Inc | Invoice: 200503 - Electrical work | \$ 16,357.00 |
| 6/15/20 | 21 | Sundancer Sign Graphics | Invoice: 2564 - Street Sign | \$ 12,310.00 |
| 6/22/20 | 22 | Yellowstone Landscape | Invoice: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod | \$ 25,583.33 |
| 7/14/20 | 23 | Hopping Green & Sams | Invoice: 113207, 113803, 114427, 115066 - Project Construction | \$ 1,053.50 |
| 7/31/20 | 24 | Duval Asphalt | Invoice: 21750 - Stripping - Layout Stripe Crosswalks | \$ 1,458.00 |
| 8/7/20 | 25 | Yellowstone Landscape | Invoice: AJAX120768 - Onda Field Irrigation & Sod | \$ 24,722.16 |
| 9/10/20 | 26 | Radarsign | Invoice: 10761 - Solar Powered | \$ 7,888.00 |
| 9/10/20 | 27 | Hopping Green & Sams | Invoice: 116998 - Legal Services | \$ 559.00 |
| 9/14/20 | 28 | Sweetwater Creek CDD | Invoice: 2940 & 2904 Deposit paid via credit card for flooring | \$ 2,644.28 |
| 10/21/20 | 29 | Hopping Green & Sams | Invoice: 114427 - Legal services | \$ 258.00 |
| 10/29/20 | 30 | Hopping Green & Sams | Invoice #117953 - Project Construction Legal Services | \$ 1,075.00 |
| 11/16/20 | 31 | Clark Advisory Services, LLC | Services Rendered June 2020-October 2020 | \$ 5,034.00 |
| 2/17/21 | 32 | Yellowstone Landscape | Invoice #173437 - Irrigation Repairs | \$ 58,703.67 |
| 2/17/21 | 33 | Armstrong Fence Company | Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park | \$ 2,570.79 |
| 5/13/21 | 34 | Armstrong Fence Company | Invoice #20210547 Remaining balance for Vinyl Coated chain-link | \$ 2,570.78 |
| 5/13/21 | 35 | Riverside Management Services | Invoice #13 Soccer Goals & Lacrosse Equipment | \$ 3,444.73 |
| 5/13/21 | 36 | Hopping Green & Sams | Invoice: 121275 - Legal Services | \$ 210.00 |
| 3/8/22 | 37 | England Thims & Miller | Invoice 0201371 - Engineer's Report | \$ 2,500.00 |
| 4/20/22 | 38 | Invision Construction | Invoice #0001 Fitness Center Expansion Process | \$ 2,000.00 |
| 4/20/22 | 39 | Basham & Lucas Desing Group Inc | Invoice #8851 Palencia Amenity & CDs | \$ 5,200.00 |
| 7/11/22 | 40 | Basham & Lucas Desing Group Inc | Invoice #8929 Palencia Amenity & CDs | \$ 3,889.78 |
| 6/22/22 | 41 | England Thims & Miller | Invoice #203006 Palencia Fitness Center Addition & Modification | \$ 3,750.00 |
| 6/22/22 | 42 | KE Law Group PLLC | Invoice #2879 2019 Project Construction | \$ 217.00 |
| 7/11/22 | 43 | Basham & Lucas Desing Group Inc | Invoice #8963 Palencia Amenity & CDs | \$ 13,600.00 |
| 8/8/22 | 44 | KE Law Group PLLC | Invoice #2993 2019 Project Construction | \$ 344.50 |
| 8/8/22 | 45 | England Thims & Miller | Invoice #203518 Palencia Fitness Center Addition & Modification | \$ 6,250.00 |
| 8/8/22 | 46 | Basham & Lucas Desing Group Inc | Invoice #9014 Palencia Amenity & CDs | \$ 13,025.00 |
| 9/19/22 | 47 | ECS Florida LLC | Palencia Fitness Center Addition Invoice #995173 | \$ 3,500.00 |
| 9/19/22 | 48 | England Thims & Miller | Invoice #204046 Palencia Fitness Center Addition & Modification | \$ 7,392.55 |
| 9/19/22 | 49 | Basham & Lucas Desing Group Inc | Invoice #9028 Palencia Amenity & CDs | \$ 8,046.25 |
| 9/19/22 | 50 | KE Law Group PLLC | Invoice #3599 2019 Project Construction | \$ 992.00 |
| 9/19/22 | 51 | England Thims & Miller | Invoice #204510 Palencia Fitness Center Addition & Modification | \$ 7,375.00 |
| 9/19/22 | 52 | KE Law Group PLLC | Invoice #3955 2019 Project Construction | \$ 726.00 |
| 11/8/22 | 53 | Bartram Trail Surveying | Invoice # 5394 Palencia Fitness Center Topographic Survey | \$ 2,900.00 |
| 11/8/22 | 54 | England Thims & Miller | Invoice #204943 Palencia Fitness Center Addition & Modification | \$ 15,013.75 |
| 11/8/22 | 55 | KE Law Group PLLC | Invoice #3955 2019 Project Construction | \$ 248.00 |
| 11/8/22 | 56 | Heartline Fitness Systems | Deposit Invoice #151945 50% deposit on Fitness Equipment | \$ 7,498.94 |
| 11/8/22 | 57 | Heartline Fitness Systems | Deposit Invoice #151948 50% deposit on Flooring Material | \$ 3,535.61 |
| 12/5/22 | 58 | England Thims & Miller | Invoice #205415 Palencia Fitness Center Addition & Modification | \$ 1,486.25 |
| 12/5/22 | 59 | Sweetwater Creek CDD-Capital Reserve | Studio 1+ Professional Design Services Inv #21.069 Palencia Fitness Club | \$ 10,375.00 |
| 12/13/22 | 60 | KE Law Group PLLC | Invoice #4873 2019 Project Construction | \$ 168.00 |
| 12/13/22 | 61 | Invision Construction | Invoice #PAL_001 Initial deposit per agreement | \$ 42,531.00 |
| 12/13/22 | 62 | England Thims & Miller | Invoice #204510 Palencia Fitness Center Addition & Modification | \$ 10,120.00 |
| 1/11/23 | 63 | Sweetwater Creek CDD | Palencia Interior Renovation Change Order Id #PAL_002 Invision Construction Inc | \$ 13,315.00 |
| 1/11/23 | 64 | England Thims & Miller | Invoice #205795 Palencia Fitness Center Addition & Modification | \$ 983.75 |
| 1/11/23 | 65 | KE Law Group PLLC | Invoice #5089 2019 Project Construction | \$ 31.00 |
| 1/11/23 | 66 | IT Systems of Jacksonville LLC | Invoice #1312 Deposit for New Audio System for Amenity Center | \$ 2,100.00 |
| 1/17/23 | 67 | Bartram Trail Surveying Inc | Invoice #5651 Palencia Fitness Cneter Topographic Survey 1/4/23 | \$ 3,080.00 |
| 2/14/23 | 68 | Sweetwater Creek CDD | Invoice #1226 Mirrors for Fitness Room - Nassau Windows & Glass | \$ 5,300.00 |
| 2/14/23 | 69 | England Thims & Miller | Invoice# 206344 Pickleball Courts Addition & Modifications | \$ 367.50 |
| 2/14/23 | 70 | Sweetwater Creek CDD-Capital Reserve | Invoice# 01.10.2023 Anastasia Pool & Spa Inc Gas Heater Replacement for Pool and Invoice# PAL_004 Invision Construction Inc for Fitness Interior Renovation | \$ 16,218.00 |
| 2/14/23 | 71 | Sweetwater Creek CDD | Invoice #1231 Nassau Windows & Glass Inc. Rain Glass installation for gym | \$ 850.00 |
| 2/28/23 | 73 | Invision Construction | Final Payment per agreement for Palencia Interior Renovation | \$ 42,531.00 |
| 3/14/23 | 72 | Bartram Trail Surveying Inc | Invoice #5789 Palencia Fitness Cneter Topographic Survey 2/7/23 | \$ 770.00 |
| TOTAL | | | | \$ 635,654.56 |
| Project (Construction) Fund at 08/30/19 | | | | \$ 1,540,777.96 |
| Interest Earned and Transfer thru 03/31/23 | | | | \$ 98,290.13 |
| Requisitions Paid thru 03/31/23 | | | | \$ (635,654.56) |
| Remaining Project (Construction) Fund | | | | \$ 1,003,413.53 |

C.

Sweetwater Creek

Community Development District

Summary of Invoices

March 01, 2023 - March 31, 2023

| Fund | Date | Check No.'s | Amount |
|--------------|---------|-------------|--------------------|
| General Fund | 3/3/23 | 3820-3821 | \$ 37,543.62 |
| | 3/16/23 | 3822-3827 | 14,510.98 |
| | 3/22/23 | 3828-3830 | 21,598.37 |
| | | | <hr/> \$ 73,652.97 |
| Amenity Fund | 3/3/23 | 2237-2242 | \$ 7,137.52 |
| | 3/16/23 | 2243-2248 | 10,510.46 |
| | 3/22/23 | 2249-2251 | 3,649.97 |
| | | | <hr/> \$ 21,297.95 |
| TOTAL | | | <hr/> \$ 94,950.92 |

AP300R
*** CHECK NOS. 003820-003830

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
SWEETWATER CREEK - GENERAL
BANK A GENERAL FUND

RUN 4/27/23

PAGE 1

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|-------------------------------|--------|-----------|-----------------------------|
| 3/03/23 | 00094 | 2/19/23 5748 | 202301 310-51300-31500 | JAN GENERAL COUNSEL | * | 8,550.58 | |
| | | | | KILINSKI VAN WYK, PLLC | | | 8,550.58 003820 |
| 3/03/23 | 00071 | 2/20/23 52 | 202301 320-53800-47301 | FIELD REPAIRS & MAINT | * | 890.04 | |
| | | | | RIVERSIDE MANAGEMENT SERVICES | | | 890.04 003821 |
| 3/16/23 | 00090 | 2/01/23 00053617 | 202302 310-51300-48000 | UNAPPLIED PAYMENT | * | 77.32 | |
| | | 2/01/23 00053617 | 202302 310-51300-48000 | 2/28 NOTICE OF MEETING | * | 92.48 | |
| | | | | CA FLORIDA HOLDINGS,LLC | | | 15.16 003822 |
| 3/16/23 | 00086 | 1/31/23 19494 | 202301 320-53800-47300 | MID LIFT CONTROLLER VALVE | * | 1,430.00 | |
| | | 1/31/23 19495 | 202301 320-53800-47300 | RINCON PUMP RPR | * | 600.00 | |
| | | 1/31/23 19496 | 202301 320-53800-47300 | BARBELLA VALVE RPR | * | 1,800.00 | |
| | | 2/01/23 19638 | 202302 320-53800-46200 | LANDSCAPE MAINTENANCE | * | 24,273.00 | |
| | | | | DUVAL LANDSCAPE MAINTENANCE | | | 28,103.00 003823 |
| 3/16/23 | 00011 | 1/09/23 0206352 | 202212 310-51300-31100 | DEC GENERAL SERVICES/MTG | * | 512.50 | |
| | | 2/07/23 0207061 | 202301 310-51300-31100 | JAN GENERAL SERVICES/MTG | * | 307.50 | |
| | | 2/28/23 0207098 | 202302 310-51300-31100 | CUP PERM-H2O MTR RD 02/25 | * | 775.84 | |
| | | 2/28/23 0207099 | 202302 310-51300-31100 | FEB GENERAL SERVICES/MTG | * | 395.00 | |
| | | | | ENGLAND-THIMS & MILLER INC | | | 1,990.84 003824 |
| 3/16/23 | 00063 | 2/28/23 77330 | 202302 320-53800-47000 | FEB LAKE MAINTENANCE | * | 1,538.00 | |
| | | | | FUTURE HORIZONS | | | 1,538.00 003825 |
| 3/16/23 | 00029 | 3/01/23 142 | 202303 310-51300-34000 | MAR MANAGEMENT FEES | * | 2,916.67 | |
| | | 3/01/23 142 | 202303 310-51300-35200 | MAR WEBSITE ADMIN | * | 66.67 | |
| | | 3/01/23 142 | 202303 310-51300-35100 | MAR INFO TECH | * | 87.50 | |
| | | 3/01/23 142 | 202303 310-51300-31300 | MAR DISSEM AGENT SERVICES | * | 416.67 | |

SWCC SWEETWATER CRK BPEREGRINO

AP300R
*** CHECK NOS. 003820-003830

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
SWEETWATER CREEK - GENERAL
BANK A GENERAL FUND

RUN 4/27/23

PAGE 2

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|-----------|-----------------------------|
| | | 3/01/23 142 | 202303 310-51300-49000 | | * | 25.63 | |
| | | OFFICE SUPPLIES | | | | | |
| | | 3/01/23 142 | 202303 310-51300-42000 | | * | 155.31 | |
| | | POSTAGE | | | | | |
| | | 3/01/23 142 | 202303 310-51300-42500 | | * | 261.90 | |
| | | COPIES | | | | | |
| | | 3/01/23 142 | 202303 310-51300-41000 | | * | 36.63 | |
| | | TELEPHONE | | | | | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 3,966.98 003826 |
| 3/16/23 00071 | | 3/01/23 51 | 202303 320-53800-12100 | | * | 7,000.00 | |
| | | MAR CONTRACT ADMIN | | | | | |
| | | | | RIVERSIDE MANAGEMENT SERVICES | | | 7,000.00 003827 |
| 3/22/23 00086 | | 2/20/23 19821 | 202302 320-53800-46400 | | * | 4,436.28 | |
| | | CUT BACK CREPE MYRTLES | | | | | |
| | | 2/28/23 20105 | 202302 320-53800-46400 | | * | 7,200.00 | |
| | | SPECIALTY PALM TRIMMING | | | | | |
| | | | | DUVAL LANDSCAPE MAINTENANCE | | | 11,636.28 003828 |
| 3/22/23 00063 | | 1/31/23 77017 | 202301 320-53800-47000 | | * | 1,538.00 | |
| | | JAN LAKE MAINTENANCE | | | | | |
| | | | | FUTURE HORIZONS | | | 1,538.00 003829 |
| 3/22/23 00094 | | 3/15/23 6235 | 202302 310-51300-31500 | | * | 5,912.09 | |
| | | FEB GENERAL COUNSEL | | | | | |
| | | 3/15/23 6236 | 202302 310-51300-31500 | | * | 2,512.00 | |
| | | FEB SMALL CLAIMS LAWSUIT | | | | | |
| | | | | KILINSKI VAN WYK, PLLC | | | 8,424.09 003830 |
| | | | | | | | |
| | | | | TOTAL FOR BANK A | | 73,652.97 | |
| | | | | TOTAL FOR REGISTER | | 73,652.97 | |

SWCC SWEETWATER CRK BPEREGRINO

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|--|----------------------------------|--------|-----------|----------------------------|
| 3/16/23 | 00020 | 3/01/23 03012023 | 202303 330-53800-51000 | Balloons Grand Opening | * | 25.80 | |
| | | | | PUBLIX SUPER MARKETS INC | | | 25.80 002247 |
| 3/16/23 | 00041 | 2/06/23 20714049 | 202302 340-53800-34400 | FEB PEST CONTROL | * | 78.83 | |
| | | | | TURNER PEST CONTROL LLC | | | 78.83 002248 |
| 3/22/23 | 00122 | 3/06/23 03062023 | 202303 330-53800-52001 | GAS HOOK-UP POOL HEATERS | * | 380.00 | |
| | | | | RONALD L TIPTON DBA BEST GAS LLC | | | 380.00 002249 |
| 3/22/23 | 00016 | 2/22/23 BB-16638 | 202302 330-53800-41000 | FIT CENT-BUS VOICE EDGE | * | 116.91 | |
| | | 2/22/23 BB-16638 | 202302 330-53800-41100 | LAS CALINAS GUARDHOUSE | * | 120.06 | |
| | | 3/15/23 BB-12863 | 202303 330-53800-46200 | BILLBACK WILL PLANT NURSE | * | 693.00 | |
| | | 3/15/23 LANDSCAP | 202302 330-53800-46200 | FEB LANDSCAPE SERVICES | * | 2,000.00 | |
| | | | | MARSHALL CREEK CDD | | | 2,929.97 002250 |
| 3/22/23 | 00121 | 3/14/23 26680554 | 202303 330-53800-47800 | CIRCUIT REWIRING DEPOSIT | * | 340.00 | |
| | | | | MOTLEY ELECTRIC | | | 340.00 002251 |
| TOTAL FOR BANK B | | | | | | 21,297.95 | |
| TOTAL FOR REGISTER | | | | | | 21,297.95 | |

FOURTH ORDER OF BUSINESS

A.

1.



**DUVAL
LANDSCAPE
MAINTENANCE, LLC**

With

**Sweetwater Creek
Community Development
District**

**Monthly Reporting
May 2023**



DUVAL LANDSCAPE MAINTENANCE, LLC

Monthly Reporting May 2023

In Progress:

1. Updated daily work schedule, see attached.
2. Flower rotation 2 of 4 is scheduled for May 22, 2023, summer mix.
3. Sod repairs throughout the community.
4. Completion of Pine Straw for all Common Areas.

Attachments:

1. Open Proposal Spreadsheet.
2. Irrigation Wet Check Reports for April 2023.

Thank you,

YOUR DUVAL TEAM

Mary Marchiano
Account Manager

Michael Wooldridge
Branch Manager

Joshua Boucher
Irrigation Manager

Torre Dunham
Fertilization

Sweetwater Creek CDD - Production Map

Team 1

Monday

Tuesday

Wednesday

Thursday

Friday

Team 2

Clubhouse /
Fitness
Center



4/22/2023

SCCDD Proposal Tracking Sheet

| Proposal Number | Name/Description | Date | Amount/Cost | Action |
|-----------------|---|----------|-------------|-----------------------------|
| 16314 | Enhancement plants Barbella Circle | 10/6/21 | \$1,900.93 | |
| 17832 | Replace Bermuda sod at Privado Park | 2/6/23 | \$27,667.18 | |
| 24512 | Remove Loropetalum, Replace with Sod | 2/7/23 | \$3,735.35 | |
| 24418 | Add Berm from Sidewalk (Left Side on 89 Onda at Soccerfield | 2/1/23 | \$14,131.06 | |
| 24418r | Revision of above proposal - cost | 3/13/23 | \$10,559.18 | |
| 24417 | Level area 50 feet X 100 feet with retaining wall - Glorieta | 2/1/23 | \$35,591.83 | |
| 22700 | Replace Crepe Myrtle with Chaste Trees at Privado Park | 10/21/22 | \$3,266.84 | |
| 23611 | New low voltage lighting at Traffic Circle | 2/8/23 | \$4,822.90 | |
| 21277 | Plant material each side of corner | 8/9/23 | \$1,853.81 | |
| 22398 | Kill weeds, Make circle a bed with Pine Straw | 2/7/23 | \$1,790.23 | |
| 18105 | Hide yellow poles on Glorieta with plants | 1/31/22 | \$8,939.71 | |
| 18106 | Hide yellow poles on Antonlin with plants | 1/31/22 | \$7,451.64 | |
| 18779 | Revamp entire outer traffic circle | 2/6/23 | \$43,819.06 | |
| 19680 | Shrink all beds along Ensenada | 5/2/22 | \$38,946.48 | |
| 19679 | Fill Las Callinas ornamental grass beds | 5/2/22 | \$4,718.82 | |
| 17206 | Fill empty bed at Oleta stop sign area | 11/30/21 | \$4,075.34 | |
| 24849 | Pine Straw for Common Areas (In House) | 2/28/23 | \$36,740.00 | In Progress |
| 19874 | Irrigation Proposal | 3/10/23 | \$6,150.00 | |
| 21144 | Irrigation Proposal - Barbella Pump | 3/10/23 | \$7,625.00 | Completed 4/23 |
| 25085 | Irrigation Proposal - Flow Sensors for pump stations with 2 pumps | 3/10/23 | \$2,750.00 | |
| 21370 | Service Agreement 2023 - Clubhouse | 1/31/23 | \$22,872.56 | Starting 5/1/2023 |
| 25650 | Remove broken trees at Ponds 12 and 13 | 4/13/23 | \$1,221.59 | Paul to remove broken trees |
| 25824 | Irrigation Proposal - Valve Locating | 4/21/23 | \$1,725.00 | |
| Pending | Irrigation Proposal - Well for Soccerfield | | | |
| Pending | Revamp of Parks with Sketch | | | |

| Completed Projects/Proposals | | | |
|------------------------------|----------------------------|--------|------------------------------|
| 24514 | Trim all palms | 2/7/23 | \$7,200.00 Completed 3/10/23 |
| 24513 | Cutting/Trim Crepe Myrtles | 2/7/23 | \$4,436.28 Completed 3/20/23 |

No Longer Considering

| | | | |
|-------|----------------------------|---------|-------------|
| 24807 | Mulch for Common Areas | 2/24/23 | \$40,000.00 |
| 24809 | Pine Straw for Common Area | 2/24/23 | \$41,850.00 |



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 10/06/21 | 16314 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to hide, protect, and keep children safe from electrocution, from the pump station located at the corner of Barbella Cir, and Las Colinas

DESCRIPTION

Default Group

Enhancement/Extra Services

| | QTY | EXT PRICE |
|---|-------|------------|
| Viburnum Suspensum - 7 gal installed | 23.00 | \$1,397.98 |
| Clean & Prepare Area for Installation | | \$172.50 |
| Chocolate Mulch - Bag - Installed - 2cf | 35.00 | \$330.45 |

Total: \$1,900.93

By _____
Daniel Todd

Date 10/6/2021
Duval Landscape Maintenance

By _____

Date _____
Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 02/06/23 | 17832 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

To replace Bermuda sod for Privado park area where Current Bermuda sod has become thin, and uneven. This proposal is to replace all the sod, The price for all prep is included in this proposal.

| DESCRIPTION | QTY | EXT PRICE |
|---|-------|-------------|
| Default Group | | |
| Enhancement/Extra Services | | |
| Bermuda Sod (pallet) - Sod installed - pallet | 30.00 | \$27,667.18 |

Total: \$27,667.18

By _____
Daniel Todd

Date 2/6/2023

Duval Landscape Maintenance

By _____

Date _____
Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 02/07/23 | 24512 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

To remove Fading Loropetalum along berm, and fill in with sod, Allowing these areas to fill in naturally will only allow more weeds than turf to fill the location.

DESCRIPTION

Default Group

Enhancement/Extra Services

Clean & Prepare Area for Installation

St Augustine Sod Pallet - Sod installed - pallet

QTY

EXT PRICE

\$1,183.00

3.00

\$2,552.35

On
Lascalinas
before Codo

Total: \$3,735.35

By

Daniel Todd

Date 2/7/2023

Duval Landscape Maintenance

By

Date

Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 02/01/23 | 24418 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to add a berm from the sidewalk at the problem location, 216 feet back, to stop where water sheds naturally on its own, The berm will be 4 feet wide, and at its peak 1 foot tall, With viburnum places on the peak, This is to help use some of the water, and drain the rest away from the problem area, There is currently drip irrigation in place if needed to cover the shrubs, during a dry spell.

This is only to supply materials, and build the berm, then plant it after, This does not include any work needed on the sidewalk to get the water to the road

| DESCRIPTION | QTY | EXT PRICE |
|---------------------------------------|-------|------------|
| Default Group | | |
| Enhancement/Extra Services | | |
| Clean & Prepare Area for Installation | | \$2,366.01 |
| Top Soil - CY | 45.00 | \$5,143.50 |
| Bobcat with Operator | | \$3,571.88 |
| Viburnum Suspensum - 3 gal installed | 72.00 | \$1,626.63 |
| Brown Mulch - Bulk - Installed | 12.00 | \$1,423.04 |

| | |
|---------------|--------------------|
| Total: | \$14,131.06 |
|---------------|--------------------|

By _____
Daniel Todd

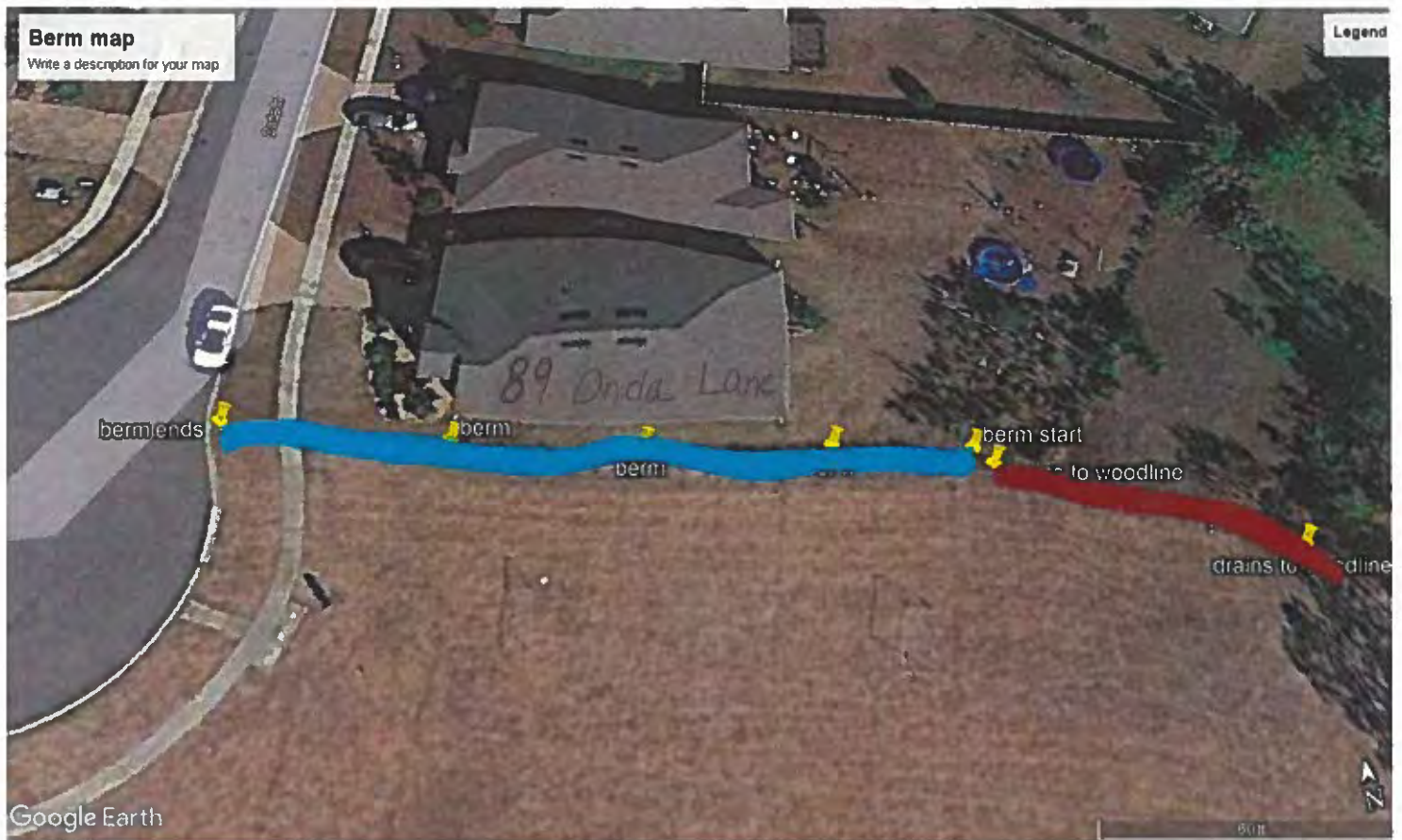
Date 2/1/2023

Duval Landscape Maintenance

By _____

Date _____

Sweetwater CDD





March 13, 2023
Sweetwater Creek CDD

Contract No. - 24418

This proposal is to add a berm from the sidewalk at the problem location, 216 feet back, to stop where water sheds naturally on its own, The berm will be 4 feet wide, and at its peak 1 foot tall, With viburnum places on the peak, This is to help use some of the water, and drain the rest away from the problem area, There is currently drip irrigation in place if needed to cover the shrubs, during a dry spell.

This is only to supply materials, and build the berm, then plant it after, This does not include any work needed on the sidewalk to get the water to the road

| ITEM | QTY | UNIT PRICE | TOTAL PRICE |
|---------------------------------------|-------|------------|--------------------|
| Clean & Prepare Area for Installation | 48.00 | \$49.29 | \$2,366.01 |
| Top Soil - CY | 45.00 | \$114.30 | \$5,143.50 |
| Viburnum Suspensum - 3 gal installed | 72.00 | \$22.59 | \$1,626.63 |
| Brown Mulch - Bulk - Installed | 12.00 | \$118.59 | \$1,423.04 |
| | | | \$10,559.18 |

WORK ORDER SUMMARY

| SERVICES | SALES TAX | TOTAL PRICE |
|----------------------------|-----------|--------------------------------|
| Enhancement/Extra Services | \$0.00 | \$10,559.18 |
| | | \$0.00 \$10,559.18 |

| | |
|------------------|--------------------|
| Sale | \$10,559.18 |
| Sales Tax | \$0.00 |
| Total | \$10,559.18 |

By _____
Daniel Todd

Date 3/13/2023
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 02/01/23 | 24417 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to level the area starting just behind the large green power box, at 50 feet wide, and 100 feet in length, raising the opposite end by 2 plus feet, and placing a retaining wall around 3 sides, Glorietta side will be the only location, that is not held back by a retaining wall. This will leave the basket ball court location at its dirt level, still needing its base, and black top and accessories to complete it, We are only proposing the preperation of the wall, and soil needed to make the location level, and drainage at its base leading out the highest end of the wall area.

| DESCRIPTION | QTY | EXT PRICE |
|---------------------------------------|--------|------------|
| Default Group | | |
| Enhancement/Extra Services | | |
| Retaining Wall Stones | 300.00 | \$8,850.00 |
| Retaining Wall caps | 75.00 | \$1,875.00 |
| Clean & Prepare Area for Installation | | \$7,985.29 |
| Top Soil - CY | 70.00 | \$8,001.00 |
| Bobcat with Operator | | \$5,715.00 |
| EZ Flow 4" Peanut Drain pipe per foot | 30.00 | \$879.54 |
| Pea Rock | 20.00 | \$2,286.00 |

Total: \$35,591.83

By _____
Daniel Todd

Date 2/1/2023
Duval Landscape Maintenance

By _____

Date _____
Sweetwater CDD



Mary Marchiano <mary@duvallandscape.com>

Re: Sweetwater Creek CDD - Clarification on Proposal 24417

1 message

Mary Marchiano <mary@duvallandscape.com>
To: Daniel Todd <danieltodd@duvallandscape.com>

Thu, Feb 23, 2023 at 8:42 AM

Daniel,

Yes, please do that so that I can submit the above along with the picture.

Thank you,

On Thu, Feb 23, 2023 at 8:35 AM Daniel Todd <danieltodd@duvallandscape.com> wrote:

Mary,

The board is looking into adding a park with basketball court at end of glorieta inside the area with yellow poles, the wall will wrap 3 of the 4 sides of the basketball court if they ever decide to do it, the court will be sitting just behind the yellow poles starting at the back of the large green power box, and will cover almost the entire area from the main pad to the wood line. I can paint that out if needed

On Thu, Feb 23, 2023 at 8:29 AM Mary Marchiano <mary@duvallandscape.com> wrote:

Daniel,

Can you please provide some clarification on Proposal 22417, where?
(level area 50X100 feet with retaining wall (Glorieta))...

Thank you

--

Mary Marchiano

Account Manager

Duval Landscape Maintenance LLC

7011 Business Park Blvd North

Jacksonville, FL 32256

Jacksonville | Tampa | Orlando | West Palm Beach | Sarasota | Naples

Duval Careers

--

Daniel Todd
Assistant Branch Manager
Duval Landscape
Danieltodd@duvallandscape.com
904-874-5624

Mary Marchiano

Account Manager

SCDD BASKETBALL COURT

This is a rough draft of the possible Basketball court site proposed for sweetwater creek cdd





Duval Landscape Maintenance
7011 Business Park Blvd N
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www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 10/21/22 | 22700 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to remove the crepe Myrtles and replace them with Chaste trees at Privado park.

DESCRIPTION

QTY

EXT PRICE

Default Group

Enhancement/Extra Services

Clean & Prepare Area for Installation

\$591.50

Chaste - 15 gal installed

10.00

\$2,675.34

Total: \$3,266.84

By _____

Daniel Todd

Date 10/21/2022

Duval Landscape Maintenance

By _____

Date

Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 02/08/23 | 23611 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to add new landscape lighting around the traffic circle- (low voltage)

| DESCRIPTION | QTY | EXT PRICE |
|----------------------------|--------|------------|
| Default Group | | |
| Enhancement/Extra Services | | |
| Lighting Wire per foot | 300.00 | \$660.09 |
| Up Light Bronze | 20.00 | \$2,042.54 |
| MR16 light bulb | 20.00 | \$1,120.14 |
| 900W TRANSFORMER | 1.00 | \$1,000.13 |

| | |
|---------------|-------------------|
| Total: | \$4,822.90 |
|---------------|-------------------|

By _____
Daniel Todd

Date 2/8/2023
Duval Landscape Maintenance

By _____

Date _____
Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 08/09/22 | 21277 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

Please see attached proposal to add plant material on each side of the corner.

| DESCRIPTION | QTY | EXT PRICE |
|--------------------------------------|-------|-----------|
| Default Group | | |
| Enhancement/Extra Services | | |
| Hawaiian Tie - 3 gal installed | 18.00 | \$522.38 |
| Sunshine Ligustrum - 3 gal installed | 18.00 | \$908.14 |
| Blue Daze - 1 gal installed | 30.00 | \$423.29 |

(Not Sure of
Location of
This Proposal)
Mary

Total: \$1,853.81

By _____

Daniel Todd

Date 8/9/2022

Duval Landscape Maintenance

By _____

Date

Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
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PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 02/07/23 | 22398 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to spray kill all weeds/grass and make this entire circle a bed by adding pine straw

DESCRIPTION

Default Group

Enhancement/Extra Services

Clean & Prepare Area for Installation

Pine straw - Installed - bales

QTY

EXT PRICE

\$197.16

100.00

\$1,593.07

Enrede Island
many

Total: \$1,790.23

By

Daniel Todd

Date 2/7/2023

Duval Landscape Maintenance

By

Date

Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
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PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 01/31/22 | 18105 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to hide yellow poles on Glorietta, This proposal is for larger plant material, so they are hidden sooner.

| DESCRIPTION | QTY | EXT PRICE |
|---|-------|------------|
| Default Group | | |
| Enhancement/Extra Services | | |
| Yew, Japanese Podocarpus - 15 gal installed | 50.00 | \$8,376.05 |
| Brown Mulch - Bulk - Installed | 3.00 | \$415.78 |
| Clean & Prepare Area for Installation | | \$147.88 |

| | |
|---------------|-------------------|
| Total: | \$8,939.71 |
|---------------|-------------------|

By _____

Daniel Todd

Date 1/31/2022

Duval Landscape Maintenance

By _____

Date

Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 01/31/22 | 18106 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to hide yellow poles on Antolin, This proposal is for 15 gallon plants vs 7 gallon plants in previous proposal

DESCRIPTION

QTY

EXT PRICE

Default Group

Enhancement/Extra Services

Yew, Japanese Podocarpus - 15 gal installed

41.00

\$6,868.38

Brown Mulch - Bag - Installed - CY

3.00

\$435.38

Clean & Prepare Area for Installation

\$147.88

Total: \$7,451.64

By

Daniel Todd

Date 1/31/2022

Duval Landscape Maintenance

By

Date

Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 02/06/23 | 18779 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to re-vamp the entire outer traffic circle, minus palms as discussed between Jerry and i. All current plant material will be removed and replaced with plants within this proposal.

| DESCRIPTION | QTY | EXT PRICE |
|---------------------------------------|--------|------------|
| Default Group | | |
| Enhancement/Extra Services | | |
| Chaste - 15 gal installed | 25.00 | \$6,688.35 |
| Dwarf Schefflera - 3 gal installed | 400.00 | \$8,751.10 |
| Lavender - 1 gal installed | 175.00 | \$1,893.84 |
| Drift Rose - 3 gal installed | 200.00 | \$8,518.93 |
| Chocolate Brown Mulch | 50.00 | \$3,300.00 |
| Clean & Prepare Area for Installation | | \$2,366.01 |
| Top Soil - CY | 20.00 | \$2,286.00 |
| Lantana "Ann Marie" - 1 gal installed | 125.00 | \$1,495.90 |
| Bottlebrush Dwarf - 3 gal installed | 200.00 | \$8,518.93 |

Total: \$43,819.06

By _____

Daniel Todd

Date 2/6/2023

Duval Landscape Maintenance

By _____

Date

Sweetwater CDD





Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 05/02/22 | 19680 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to shrink all beds along Ensanada from the traffic circle location, all the way to Ensanada park location, Most beds are along the right side that are being shrunk

| DESCRIPTION | QTY | EXT PRICE |
|--|------|------------|
| Default Group | | |
| Enhancement/Extra Services | | |
| St Augustine Sod Pallet - Sod installed - pallet | 4.00 | \$3,117.56 |
| Clean & Prepare Area for Installation | | \$197.16 |
| St Augustine Sod Pallet - Sod installed - pallet | 3.50 | \$2,727.80 |
| Clean & Prepare Area for Installation | | \$172.54 |
| St Augustine Sod Pallet - Sod installed - pallet | 6.00 | \$4,676.10 |
| Clean & Prepare Area for Installation | | \$295.75 |
| St Augustine Sod Pallet - Sod installed - pallet | 5.00 | \$3,896.58 |
| Clean & Prepare Area for Installation | | \$246.46 |
| St Augustine Sod Pallet - Sod installed - pallet | 6.00 | \$4,676.10 |
| Clean & Prepare Area for Installation | | \$295.75 |
| St Augustine Sod Pallet - Sod installed - pallet | 4.00 | \$3,117.56 |
| Clean & Prepare Area for Installation | | \$197.16 |
| St Augustine Sod Pallet - Sod installed - pallet | 3.50 | \$2,727.80 |
| Clean & Prepare Area for Installation | | \$172.54 |
| St Augustine Sod Pallet - Sod installed - pallet | 3.00 | \$2,338.04 |
| Clean & Prepare Area for Installation | | \$147.88 |
| St Augustine Sod Pallet - Sod installed - pallet | 6.00 | \$4,676.10 |
| Clean & Prepare Area for Installation | | \$295.75 |
| St Augustine Sod Pallet - Sod installed - pallet | 6.00 | \$4,676.10 |
| Clean & Prepare Area for Installation | | \$295.75 |

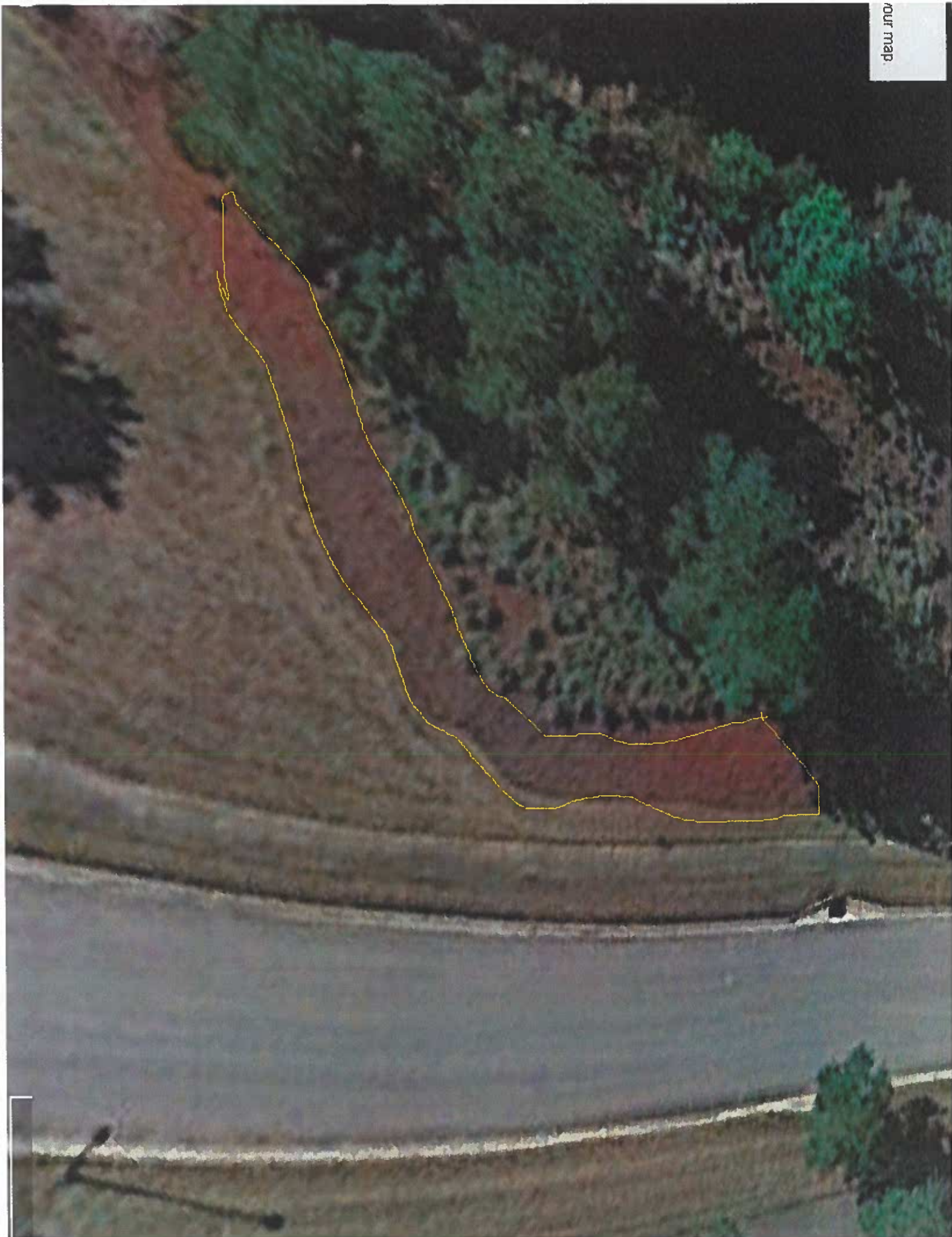
| | |
|---------------|--------------------|
| Total: | \$38,946.48 |
|---------------|--------------------|

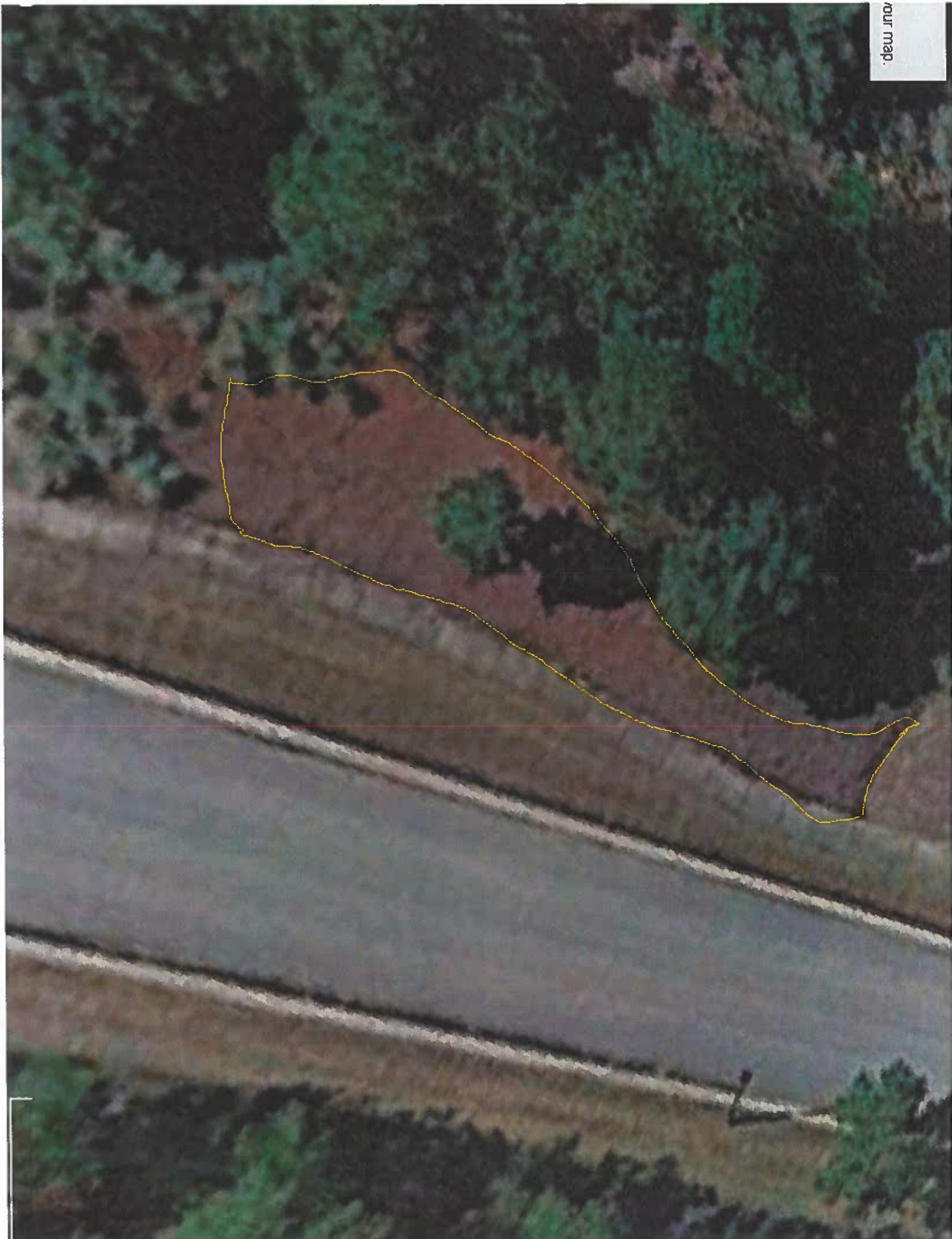
By _____
Daniel Todd

Date 5/2/2022
Duval Landscape Maintenance

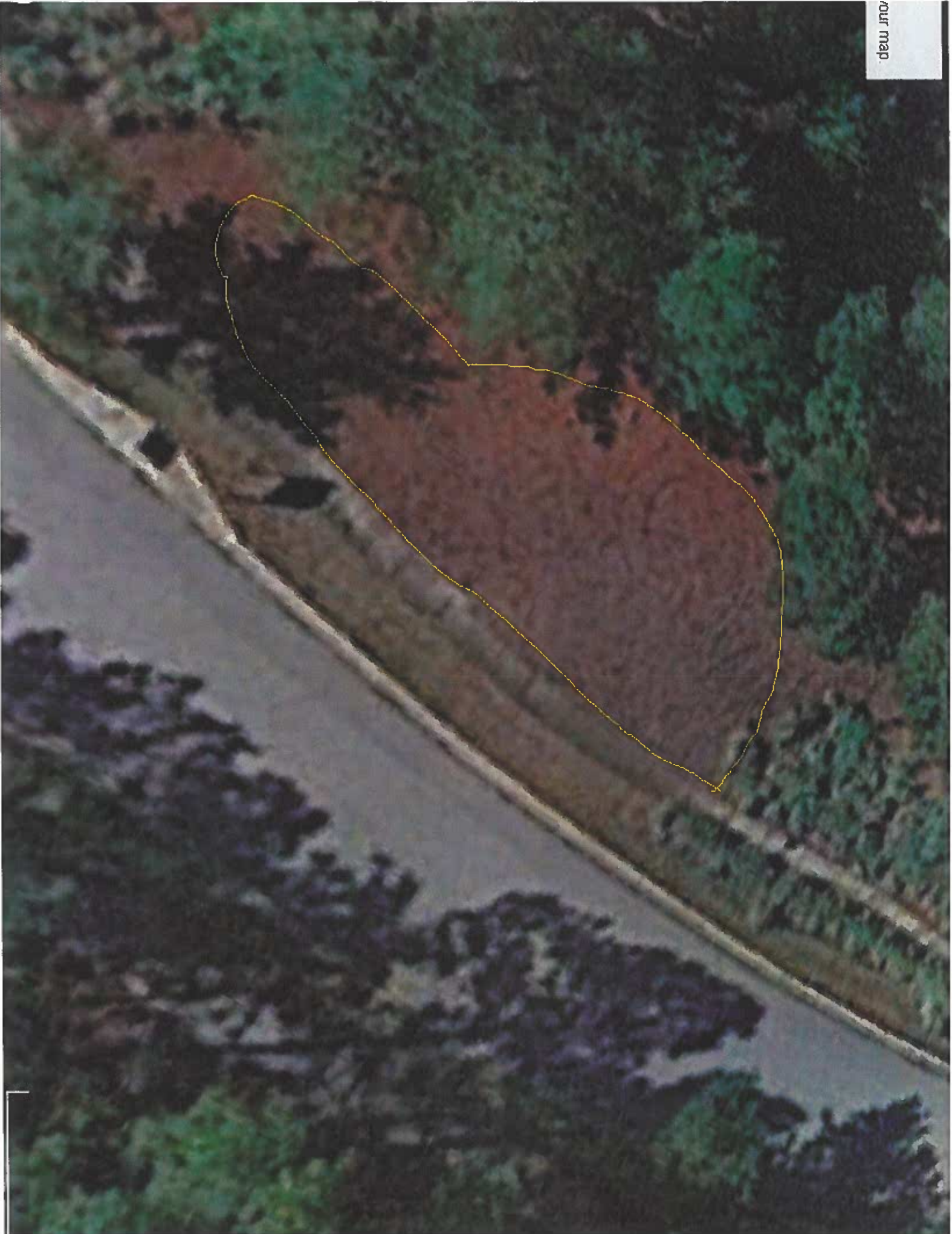
By _____

Date _____
Sweetwater CDD

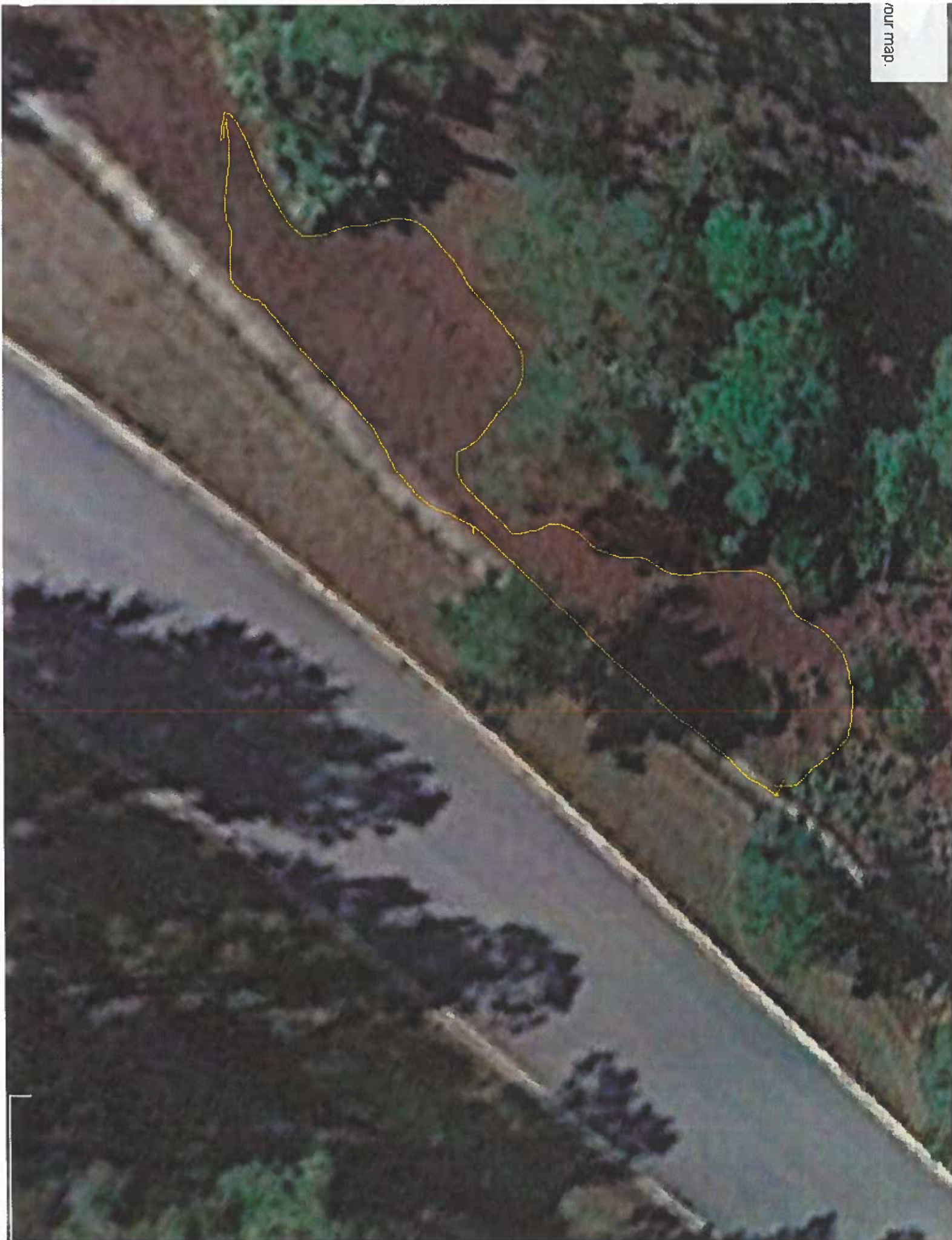
















Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
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PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 05/02/22 | 19679 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to fill in all the ornamental grass beds along Las Calinas that have not yet been filled by previous proposals.

There are a total of 220 missing from where the traffic circle begins, all the way to Rio Del Norte area.

| DESCRIPTION | QTY | EXT PRICE |
|-------------------------------|--------|------------|
| Default Group | | |
| Enhancement/Extra Services | | |
| Muhly Grass - 3 gal installed | 220.00 | \$4,718.82 |

| | |
|---------------|-------------------|
| Total: | \$4,718.82 |
|---------------|-------------------|

By _____
Daniel Todd

Date 5/2/2022

Duval Landscape Maintenance

By _____

Date _____
Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 11/30/21 | 17206 |

CUSTOMER

Sweetwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater CDD
605 Palencia Club Dr
St. Augustine, FL 32095

This proposal is to fill the empty bed beginning at Oleta stop sign area and down Las Calinas to Pond bank

DESCRIPTION

QTY

EXT PRICE

Default Group

Enhancement/Extra Services

Muhly Grass - 3 gal installed

190.00

\$4,075.34

Total: \$4,075.34

By

Daniel Todd

Date 11/30/2021

Duval Landscape Maintenance

By

Date

Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 02/28/23 | 24849 |

CUSTOMER

Sweetwater Creek CDD
475 West Town Place, Suite 114
St. Augustine, FL 32095

PROPERTY

Sweetwater Creek CDD
605 Palencia Club Dr
St. Augustine, FL 32095

Pine Straw for Common Areas (In House)

DESCRIPTION

Pine Straw of Common Areas (In House)

Enhancement/Extra Services

Pinestraw - installed - bales

| | |
|---------------|--------------------|
| Total: | \$36,740.00 |
|---------------|--------------------|

By _____
Mary Marchiano

Date 2/28/2023

Duval Landscape Maintenance

By _____

Date

Sweetwater Creek CDD



March 10, 2023
Sweetwater Creek CDD

Contract No. - 19874

| ITEM | QTY | UNIT PRICE | TOTAL PRICE |
|----------------------------------|------|------------|-------------------|
| 5 HP Centrifugal Pump | 1.00 | \$5,000.00 | \$5,000.00 |
| 2" Suction Flange | 1.00 | \$400.00 | \$400.00 |
| 2" Galvanized union | 1.00 | \$100.00 | \$100.00 |
| 2" Galvanized Fitting | 4.00 | \$50.00 | \$200.00 |
| Misc Irrigation Parts & Fittings | 1.00 | \$50.00 | \$50.00 |
| Irrigation Labor | 4.00 | \$100.00 | \$400.00 |
| | | | \$6,150.00 |

WORK ORDER SUMMARY

| SERVICES | SALES TAX | TOTAL PRICE |
|----------------------------|-----------|-------------------|
| Irrigation Service/Repairs | \$0.00 | \$6,150.00 |
| | | \$0.00 |
| | | \$6,150.00 |

| | |
|------------------|-------------------|
| Sale | \$6,150.00 |
| Sales Tax | \$0.00 |
| Total | \$6,150.00 |

By _____
Joshua Boucher

Date 3/10/2023

Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD



March 10, 2023
Sweetwater Creek CDD

Contract No. - 21144

Barbella Cir Centrifugal pump repair Aug 22

REPLACE MYERS QP-30 CENTRIFUGAL PUMP WITH A STA-RITE DHJ 5HP 230V 1PH
CENTRIFUGAL

PUMP AND REPIPE SUCTION LINE . REPIPE DISCHARGE LINE AND REPLACE PRESSURE
GAUGE .

INSTALL A THERMAL SENSOR AND 24V CUBE RELAY . WIRE IN THERMAL SENSOR AND CUBE
RELAY . REWIRE MOTOR AND PRIME PUMP . TEST SYSTEM .

| ITEM | QTY | UNIT PRICE | TOTAL PRICE |
|------------------------------------|------|------------|-------------------|
| 5hp Centrifugal Pump | 1.00 | \$5,000.00 | \$5,000.00 |
| 2" Package for DH centrifugal pump | 1.00 | \$450.00 | \$450.00 |
| Normally open thermal sensor | 1.00 | \$450.00 | \$450.00 |
| 24 Volt Cube Relay | 1.00 | \$250.00 | \$250.00 |
| 4"x4" Electrical boxes | 1.00 | \$100.00 | \$100.00 |
| .25" Oil filled Pressure gauge | 1.00 | \$75.00 | \$75.00 |
| Misc Irrigation Parts & Fittings | 1.00 | \$250.00 | \$250.00 |
| Irrigation Labor | 6.00 | \$175.00 | \$1,050.00 |
| | | | \$7,625.00 |

WORK ORDER SUMMARY

| SERVICES | SALES TAX | TOTAL PRICE |
|----------------------------|-----------|-------------------|
| Irrigation Service/Repairs | \$0.00 | \$7,625.00 |
| | | \$0.00 |
| | | \$7,625.00 |

| | |
|------------------|-------------------|
| Sale | \$7,625.00 |
| Sales Tax | \$0.00 |
| Total | \$7,625.00 |

By _____

Joshua Boucher

Date 3/10/2023

Duval Landscape Maintenance

By _____

Date _____

Sweetwater Creek CDD



March 10, 2023
Sweetwater Creek CDD

Contract No. - 25085

Flow sensors for the pump stations with 2 pumps. As of now we only have one pump that has flow sensors.

| ITEM | QTY | UNIT PRICE | TOTAL PRICE |
|----------------------------------|------|------------|-------------------|
| Flow sensor Hunter | 5.00 | \$350.00 | \$1,750.00 |
| Misc Irrigation Parts & Supplies | 2.00 | \$200.00 | \$400.00 |
| Irrigation Labor | 6.00 | \$100.00 | \$600.00 |
| | | | \$2,750.00 |

WORK ORDER SUMMARY

| SERVICES | SALES TAX | TOTAL PRICE |
|----------------------------|-----------|-------------------|
| Irrigation Service/Repairs | \$0.00 | \$2,750.00 |
| | | \$0.00 |
| | | \$2,750.00 |

| | |
|------------------|-------------------|
| Sale | \$2,750.00 |
| Sales Tax | \$0.00 |
| Total | \$2,750.00 |

By _____
Joshua Boucher

Date 3/10/2023

Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD



January 31, 2023

Duval Landscape Maintenance Service Agreement 2023

Billing Information

To: Sweetwater Community Development
District
Address: 475 West Town Place, Suite 114
St. Augustine, FL 32095

Project Information

Property: Sweetwater Creek CDD
Address: 605 Palencia Club Dr
St. Augustine, FL 32095

TERMS: Beginning: **February 1, 2023**

Ending: **January 31, 2024**

Base Contract Amount: **\$22,872.56**

Contract No. - 21370

Services

M - BM - General Services - Summer

M - BM - General Services - Winter

Turf Care

Turf applications of a fertilizer slow release granular with trace elements or based on soil test result recommendations. Applications performed per scheduled agreement. Weekly checks for insects and disease issues followed by the appropriate corrective treatment. Broadleaf weed control treatments will occur during the cooler months along with fertilization application. Pesticides will only be used on a as needed bases. (see attached Schedule "B" for chemical turf care program included as a part of this agreement)

Tree & Shrub Care

Tree and shrub applications with a complete balanced fertilizer ex. (8-10-10 | 13-0-13), slow release, with sulfur coated organic nitrogen with trace elements (Mn, Mg) for Palms, Shrubs and Hardwoods (except Oaks) or based on soil test result recommendations. Supplemental treatments will be utilized as needed. Weekly checks for insects and disease issues followed by the appropriate corrective treatment. Pesticides will only be used on a as needed basis. (See attached Schedule "C" for tree/shrub care program included as a part of this agreement.)

Bedding Plants

Labor and materials to install seasonal bedding plants will be proposed as a separate agreement (Spring, Summer, and Winter) (See attached Schedule "D" for bedding plant installation included as part of this agreement)



Duval Landscape Maintenance Service Agreement

THIS CONTRACT made , is between **Duval Landscape Maintenance, LLC**, hereinafter referred to as "**Contractor**", and Sweetwater Creek CDD hereinafter referred to as "**Owner**".

(SECTION ONE)

DESCRIPTION OF WORK:

Contractor agrees to provide all labor, supervision, and equipment necessary to carry out the work outlined in the attached schedules. This agreement is only for those common areas currently landscaped. There shall be no variance from these specifications unless expressly stated through an addendum.

(SECTION TWO)

LENGTH OF CONTRACT:

This Contract will be for a period of 12 months, commencing on 2/1/2023 12:00:00 AM and ending on 1/31/2024 12:00:00 AM This Contract shall be automatically renewed and extended for continuous succeeding terms of 1 year(s), unless cancelled by either party in accordance with the termination provisions set forth in Section Five, General Conditions.

(SECTION THREE)

COMPENSATION:

Owner agrees to pay Contractor 22872.56 annually over 12 months as detailed in payment schedule as total compensation for the performance of the terms of this Contract. Invoices for service in a particular month will be received by the Owner not later than the fifteenth of the month for which the service is billable and will be due and payable to the Contractor not later than the tenth of the following month. Late payments received after the due date per agreement are subject to 1.5% monthly interest charges. The total compensation or contract price as aforementioned in this section shall automatically increase at the rate of 3% of the preceding term's contract price for each successive annual term following the initial annual term of this Contract Contractor will submit invoices to the address listed below:

**Sweetwater Creek CDD
475 West Town Place, Suite 114,
St. Augustine, FL 32095**

(SECTION FOUR)

LOCATION OF SERVICE:

All services to be performed by Contractor under this Contract shall be rendered at:

Same as Above

(SECTION FIVE)

GENERAL CONDITIONS:

It is agreed by both parties that the work performed under this Contract will be done on a routine schedule that is sensitive to the overall function of the property. All work shall be performed professionally in accordance with generally accepted horticultural principles.

Contractor will furnish to Owner, upon request, evidence of general liability insurance, property damage insurance, and workman's compensation insurance. Contractor agrees to maintain at all times the necessary licenses and/or permits required to perform said work in the state, county or city having jurisdiction.

Contractor shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of September 24, 1965, the Americans with Disabilities Act and other equal employment opportunity legislation.

It is expressly understood and agreed that Contractor shall assume no responsibility or liability for personal injury or property damage arising out of or resulting, directly or indirectly, from the accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and other paved surfaces between scheduled visits by maintenance crews.

Owner has to inspect the work performed within five days of services performed. If owner has a reasonable dissatisfaction with the work, Owner agrees to notify the contractor of deficiencies, in writing within 3 days. Upon such notification, Contractor shall have 14 days to rectify the deficiencies. If the Contractor corrects deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this agreement. If contractor does not receive written notice within 10 days from when the service was performed, Owner shall have waived any claims to recover past payments and / or rights to withhold present or future payments due under this agreement.

Contractor agrees to reimburse Owner for damages by Contractor to personal and/or real property due to Contractor's negligence. Reimbursement will occur when, and only when, the Owner has taken the necessary steps to reasonably protect the structures and fixtures where damage will most likely occur. Notification of damage must be made promptly to the Contractor and an opportunity for inspection by the Contractor must occur before repairs are made.

This Contract may be terminated with or without cause at anytime by either party upon thirty (30) days prior written notice, delivered Certified Mail, Return Receipt, in which event all unaccrued rights, duties and obligations of the parties hereto shall forthwith terminate.

Owner shall pay Contractor for all amounts owed for services performed up to and through the date of termination, as well as any and all other amounts owed under this Contract through the date of termination. In the event this Contract includes the provision of additional materials or services beyond routine monthly landscape services, where the total lump sum costs of such materials or services are pro-rated or financed over the length of the annual term(s) of this Contract (e.g., labor and materials to install seasonable bedding plants, and other similar enhancement projects; labor and materials to maintain/replenish mulch and other bed dressings), then Owner shall pay Contractor for the full amount of such materials or services incurred, purchased, or performed by Contractor through the date of any early cancellation or termination of this contract.

Should it become necessary for either party incident to this Contract to institute legal actions for enforcement of any provisions of this Contract, the prevailing party shall be entitled to be reimbursed for all court costs and reasonable attorneys' fees incident to such legal actions.

The undersigned parties warrant that they are authorized representatives of their respective companies and have the requisite authority to bind their employer and/or principal.

This is not a binding Contract until signed by all parties.

DATED: _____

Duval Landscape Maintenance, LLC

Sweetwater Creek CDD

By _____
Daniel Todd

Date 1/31/2023

Duval Landscape Maintenance

By _____

Date _____

Sweetwater Creek CDD



SCHEDULE "A"

LANDSCAPE MAINTENANCE SPECIFICATIONS

1. Mowing/Visits of all areas with quantity of visits per schedule in agreement. All turf areas will be mowed weekly from April 1st to September 30th. From October 1st through March 31st turf will be mowed as needed unless specified otherwise in this contract. The St. Augustine/Bahia grass height of the cut will be set at levels to maximize property aesthetics and turf health. Property is swept for trash removal prior to mowing the property as not to cut up any debris that may be laying in the turf such as paper, cans and tree limbs.
2. Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations. Edging performed as needed defined by outlining and/or removing turf from the above mentioned borders by use of a mechanical edger.
3. Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means.
4. Detailing of planted areas will be performed in a sectional method with the frequency of rotation being dependent upon the desired appearance, current agreement, and production schedule as defined by Duval Landscape. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamentals and groundcover, removal of tree suckers as well as the removal of unwanted vegetation (weeds). The frequency established to completely detail the entire property is 12 time(s) per year. The defining of bed lines, tree saucers will be done as needed. Grape Myrtles will not be trimmed as part of general services (this can be done on an extra work order basis for additional fees).
5. Trees in pedestrian walkway areas will have a clearance maintained up to seven feet in height.
6. Trimming of palm trees and all specimen palms are not included in general services. Palm trimming can be included as a special service at an additional cost to the Owner. See Schedule "D" if applicable.
7. Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
8. Clean up and removal of storm damage debris from named storms, fallen trees, tree limbs, or other excessive debris from trees is not covered under this agreement but can be accomplished under a separate work order.
9. All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems. We will take necessary steps to rectify the problem. See Schedules "B", and "C", if applicable.
10. The monitoring, cleaning, and adjustment of all irrigation system components on the property is included at an additional cost to Owner. See Schedules "E" if applicable.
11. Retention ponds will be mowed in conjunction with the mowing operations.
12. Contractor will not be held responsible for pre-existing conditions, damage caused by others, or acts of God such as severe wind, freeze, hail or flood.

Initials _____

SCHEDULE "B"
TURF CARE PROGRAM

ST.AUGUSTINE GRASS:

| <u>MONTH</u> | <u>APPLICATION</u> (Note: soil sample results may dictate other recommendations) |
|----------------------|---|
| January / February: | Insect & Disease IPM (Spring fertilization ex. 24-0-11 w/minor elements) |
| March / April: | Insect & Disease IPM (Inspect and treat as needed) |
| May / June: | Insect & Disease IPM (Early summer turf fertilization) |
| July / August: | Insect & Disease IPM (Inspect and treat as needed) |
| September / October: | Insect & Disease IPM (Late summer turf fertilization) |
| November / December: | Insect & Disease IPM (Fall turf fertilization) |

NOTES:

- Supplemental insect applications will be provided in addition to our normal preventive program as needed to provide control.
- The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems during this season.
- All fertilizers utilized under this program are custom blended with a balanced nutrient package. A complete minor and trace element package is included with each application to insure that all the requirements of your grasses are provided.
- Weed control is limited to the broadleaf variety Sedge and "grassy" type weed treatments are available under a separate contract. However, these types of weeds are indicative of underlying cultural problems and no warranty can be provided.

Initials _____

Initials _____

SCHEDULE "C"

TREE/SHRUB CARE PROGRAM

| <u>MONTH:</u> | <u>APPLICATION</u> (Note: soil sample results may dictate other recommendations) |
|--------------------------------|---|
| January / February: | Insect & Disease IPM (Inspect and treat as needed) |
| March / April | Insect & Disease IPM (Spring shrub fertilization, hardwoods (no Oaks), & Palms) |
| May / June: Palms) | Insect & Disease IPM (Early summer shrub fertilization, hardwoods (no Oaks), & Palms) |
| July / August: | Insect & Disease IPM (Inspect and treat as needed) |
| September / October: Palms) | Insect & Disease IPM (Late summer shrub fertilization, hardwoods (no Oaks), & Palms) |
| November / December: | Insect & Disease IPM (Fall shrub fertilization, hardwoods (no Oaks), & Palms) |

NOTES:

This program covers all fertility requirements and any insect/disease problems on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 25'. All trees over twenty five feet in overall height will require special consideration and are therefore excluded from this program.

Initials _____

SCHEDULE "D" SPECIAL SERVICES

BEDDING PLANTS: NOT INCLUDED

FREQUENCY OF ROTATION:

It is agreed that all annual beds on the property will be changed x times per year. Extra bedding plants can be purchased at a unit cost TBD per 4" plant.

INSTALLATION SPECIFICATIONS:

1. 0 plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
2. All beds will be cleaned and hand or machine cultivated prior to the installation of new plants.
3. A granular time release fertilizer and a granular systemic fungicide will be added to the bedding soil at the time of installation.
4. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

BED DRESSING: NOT INCLUDED

0 cubic yards of mulch will be provided in bedding areas 1 time(s) a year. This is an estimated quantity to be installed. Extra mulch may be required to be purchased for a price \$50 per cubic yard

PALM TREE TRIMMING: NOT INCLUDED

A supplemental crew will be provide to trim all specialty palms x times per year

Initials _____

SCHEDULE "E"

IRRIGATION MAINTENANCE CONTRACT

FREQUENCY OF SERVICE:

It is hereby agreed that Contractor will perform the following services 1 time each month, for the duration of the contract.

SERVICE SPECIFICATIONS:

1. Activate each zone of the existing system.
2. Visually check for and report any damaged heads or ones needing repair.
3. Clean or adjust (within reason) any heads not functioning properly.
4. Report any valve or valve box that may be damaged in any way.
5. Leave areas in which repairs or adjustments are made free of debris.
6. Adjust controller to the watering needs as dictated by weather conditions.

QUALIFYING STATEMENTS:

1. Repairs that become necessary, that are over and above our routine maintenance contract will be done on a time and material basis.
2. Service calls required between scheduled visits will be billed on a time and material basis.
3. Contractor will be held harmless for any accident that could arise from the overspray of water on hard surfaces. Damage resulting from our crews working on your property (e.g. mower and edger cuts) will be repaired at no charge.
4. Damage due to the improper installation of irrigation equipment by others, Contractor shall not be held responsible.
5. Contractor shall be held harmless for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

AUTHORIZATION FOR REPAIRS:

1. In order to expedite minor repairs, Contractor is herewith authorized to perform \$500.00 worth of repairs without prior approval.
2. Any repairs which will exceed the above authorized amount, must have written approval prior to the commencement of any work. Written estimates will be provided for approval.

Initials _____

**Marshall Creek Club House and Dog
Park**

Sweetwater Creek CDD

Included Services

| Description of Services | Qty | Frequency | Cost per Occ. | Annual Cost |
|------------------------------------|-------|-----------|---------------|--------------------|
| M - BM - General Services - Summer | | 22 | \$479.58 | \$10,550.76 |
| M - BM - General Services - Winter | | 14 | \$466.95 | \$6,537.30 |
| Turf Care | | 6 | \$192.63 | \$1,155.78 |
| Tree & Shrub Care | | 4 | \$86.18 | \$344.72 |
| Bedding Plants | | 4 | \$1,071.00 | \$4,284.00 |
| Annuals - Sub-installed | 500.0 | | | |
| Annual Maintenance Price | | | | \$22,872.56 |

PAYMENT SCHEDULE

| SCHEDULE | PRICE | SALES TAX | TOTAL PRICE |
|-----------|--------------------|---------------|--------------------|
| February | \$1,906.00 | \$0.00 | \$1,906.00 |
| March | \$1,906.00 | \$0.00 | \$1,906.00 |
| April | \$1,906.00 | \$0.00 | \$1,906.00 |
| May | \$1,906.00 | \$0.00 | \$1,906.00 |
| June | \$1,906.00 | \$0.00 | \$1,906.00 |
| July | \$1,906.00 | \$0.00 | \$1,906.00 |
| August | \$1,906.00 | \$0.00 | \$1,906.00 |
| September | \$1,906.00 | \$0.00 | \$1,906.00 |
| October | \$1,906.00 | \$0.00 | \$1,906.00 |
| November | \$1,906.00 | \$0.00 | \$1,906.00 |
| December | \$1,906.00 | \$0.00 | \$1,906.00 |
| January | \$1,906.00 | \$0.00 | \$1,906.00 |
| | \$22,872.00 | \$0.00 | \$22,872.00 |



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

| Date | Proposal No. |
|----------|--------------|
| 04/13/23 | 25650 |

| CUSTOMER |
|---|
| Sweetwater Creek CDD 475 West Town Place, Suite 114 St. Augustine, FL 32095 |

| PROPERTY |
|---|
| Sweetwater Creek CDD 605 Palencia Club Dr St. Augustine, FL 32095 |

Flush cut to ground broken tree (1) at Pond 12, per attached map.

Flush cut to ground broken trees (3) at Pond 13, per attached map.

DESCRIPTION

Remove Broken Trees at Ponds 12 and 13 Sweetwater
Enhancement/Extra Services

| | |
|---------------|-------------------|
| Total: | \$1,221.59 |
|---------------|-------------------|

By _____

Mary Marchiano

Date 4/13/2023

Duval Landscape Maintenance

By _____

Date _____

Sweetwater Creek CDD

Sweetwater Creek CBD

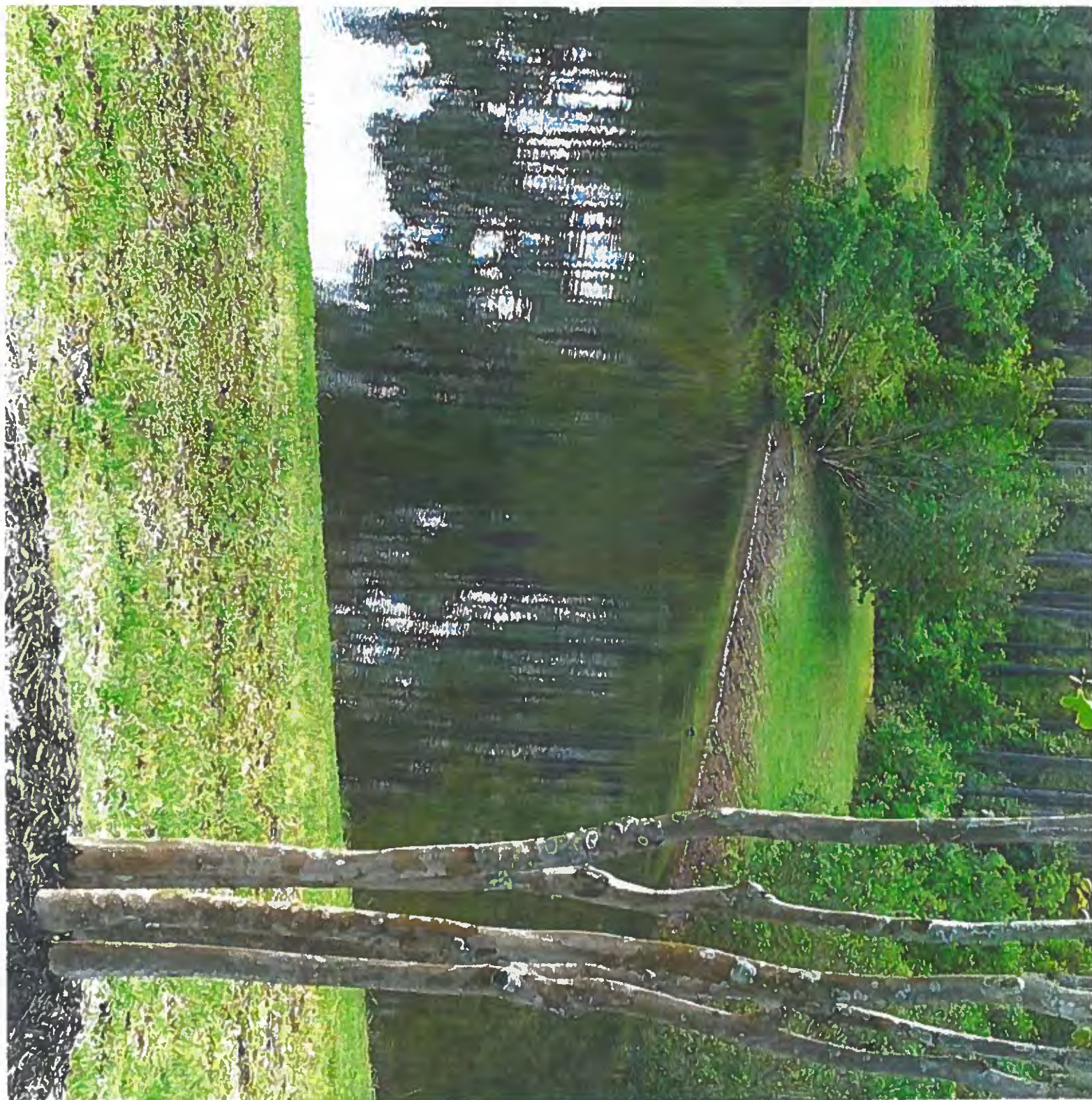
Pond

#

Map



Broken
tree
- Pond





Pond
13 -
2 broken
trees





April 21, 2023
Sweetwater Creek CDD

Contract No. - 25824

| ITEM | QTY | UNIT PRICE | TOTAL PRICE |
|--------------------------------------|------|------------|-------------------|
| Valve Locating | 3.00 | \$150.00 | \$450.00 |
| Electrical Valve | 3.00 | \$225.00 | \$675.00 |
| Misc Irrigation Supplies & Materials | 1.00 | \$200.00 | \$200.00 |
| Irrigation Labor | 4.00 | \$100.00 | \$400.00 |
| | | | \$1,725.00 |

WORK ORDER SUMMARY

| SERVICES | SALES TAX | TOTAL PRICE |
|----------------------------|-----------|-------------------|
| Irrigation Service/Repairs | \$0.00 | \$1,725.00 |
| | | \$0.00 |
| | | \$1,725.00 |

| | |
|------------------|-------------------|
| Sale | \$1,725.00 |
| Sales Tax | \$0.00 |
| Total | \$1,725.00 |

By _____
Joshua Boucher

Date 4/21/2023
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

| Irrigation Controller | | | Point of Connection | | | Site Name | | SweetWater | |
|-----------------------|--|-----------|---------------------|--|--------------|--------------|--|----------------------------|-----------------|
| Location | | Lake bank | Location | | | Location | | Brasilia + Glorieta Drive | |
| Type | | RB | Size | | | Technician | | Joshua Boucher | |
| Rain Guage | | Y N | Source | | Meter Well | Date | | 4/13/2023 | |
| Power on | | Y N | | | | Program | | A | B C |
| General Information | | | Backflow | | | Start Times | | 10:00 PM | |
| Valve Type | | | PRV | | Y N | Set to run | | Odd | Even Interval |
| Coverage | | Good | MV | | Y N | Days of Week | | S M T W TH F S | |

| Zone | Head Type | Turf | Shrub | Flowers | Lateral Line Break | Zone Not Responding | Valve Leaking | Zone not Shutting Down | 4" Spray | 6" Spray | 12" Spray | 4" Rotor | Fixed Riser | Cleaned/Replaced Nozzle | Adjusted Spray Pattern | Straightened | Capped | Raised/Lowered | Locations of Zones |
|------|-----------|------|-------|---------|--------------------|---------------------|---------------|------------------------|----------|----------|-----------|----------|-------------|-------------------------|------------------------|--------------|--------|----------------|------------------------------------|
| 1 | s | x | x | | | | | | | | | | | x | | | | | Left corner of brasilia |
| 2 | s | x | x | x | | | | | | | | | | x | | | | | Btw curb and sidewalk lft brasilia |
| 3 | r | x | x | | | | | | | | | | | x | | | | | Back curb left of brasilia |
| 4 | s | x | x | | | | | | | | | | | x | | | | | Right corner of brasilia |
| 5 | r | x | x | | | | | | | | | | | x | | | | | Back of sidewalk right side |
| 6 | s | x | x | | | | | | | | | | | x | | | | | Btw curb and sidewalk Right |
| 7 | r | x | x | | | | | | | | | | | x | | | | | Back of sidewalk right side |



Duval Landscape
MAINTENANCE



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

| Irrigation Controller | | | Point of Connection | | | Site Name | SweetWater | | |
|-----------------------|------------|---|---------------------|------------|------|--------------|---------------------|---------|------------|
| Location | Right lake | | Location | Right lake | | Location | Middle lift station | | |
| Type | RB | | Size | | | Technician | Joshua Boucher | | |
| Rain Gauge | Y | N | Source | Meter | Well | Date | 3/7/2023 | | |
| Power on | Y | N | | | | Program | A | B | C |
| General Information | | | Backflow | | | Start Times | 9:00 PM | 9:00 PM | |
| Valve Type | | | PRV | Y | N | Set to run | Odd | Even | Interval |
| Coverage | Good | | MV | Y | N | Days of Week | S | M | T W Th F S |

| Zone | Head Type | Turf | Shrub | Flowers | Lateral Line Break | Zone Not Responding | Valve Leaking | Zone not Shutting Down | 4" Spray | 6" Spray | 12" Spray | 4" Rotor | Fixed Riser | Cleaned/Replaced Nozzle | Adjusted Spray Pattern | Straightened | Capped | Raised/Lowered | Locations of Zones | |
|------|-----------|------|-------|---------|--------------------|---------------------|---------------|------------------------|----------|----------|-----------|----------|-------------|-------------------------|------------------------|--------------|--------|----------------|------------------------------------|--|
| 1 | s | x | x | | | | | | | | | | | x | | | | | Left side towards round about | |
| 2 | r | x | x | | | | | | | | | | | x | | | | | Right corner of Oleta | |
| 3 | s | x | x | | | | | | | | | | | x | | | | | Along left sidewalk to roundabout | |
| 4 | s | x | x | | | | | | | | | | | x | | | | | Along left curb Oleta to round | |
| 5 | s | x | x | | | | | | | | | | | x | | | | | Along right curb Oleta to round | |
| 6 | s | x | x | | | | | | | | | | | x | | | | | Along sidewalk right side | |
| 7 | s | * | * | | | 1 | | | | | | | | | | | | | | |
| 8 | r | x | x | | | | | | | | | | | x | | | | | Both sides of road at lakes | |
| 9 | s | x | x | | | | | | 1 | | | | | 1 | x | | | | Left side of Oleta | |
| 10 | s | x | x | | | | | | | | | | | x | | | | | Along left side BTW Oleta+Glorieta | |
| 11 | s | x | x | | | | | | | | | | | x | | | | | Along curb lift to oleta | |
| 12 | s | x | x | | | | | | | | | | | x | | | | | Along sidewalk lift to oleta | |
| 13 | s | x | x | | | | | | | | | | | x | | | | | Back sidewalk lift to oleta | |
| 14 | r | x | x | | | | | | | | | 1 | | x | | | | | Ovalo court | |
| 15 | r | x | x | | | | | | | | | | | x | | | | | Around controller | |
| 16 | s | x | x | | | | | | | | | | | x | | | | | Along sidewalk by controller | |
| 17 | s | x | x | | | | | | | | | | | x | | | | | Along curb by controller | |
| 18 | s | x | x | | | | | | | | | | | x | | | | | Along curb across from controller | |
| 19 | s | x | x | | | | | | | | | | | x | | | | | Left of Glorietta | |
| 20 | s | x | x | | | | | | | | | | | x | | | | | Left of dosel | |
| 21 | r | x | x | | | | | | | | | | | x | | | | | Back of sidewalk across controller | |
| 22 | s | x | x | | | | | | | | | | | x | | | | | Right of codo | |
| 23 | s | x | x | | | | | | | | | | | x | | | | | Left of lift station | |
| 24 | r | x | x | | | | | | | | | | | x | | | | | Around lake | |

| | | | | | | | | | | | | | | | | | | | |
|----|---|---|---|--|--|--|--|--|--|--|--|---|--|--|---|--|--|--|------------------------|
| 25 | r | x | x | | | | | | | | | 1 | | | x | | | | Around lake |
| 26 | r | x | x | | | | | | | | | | | | x | | | | around lake |
| 27 | r | x | x | | | | | | | | | | | | x | | | | Berm Left Glorieta |
| 28 | r | x | x | | | | | | | | | | | | x | | | | Berm right of Glorieta |
| 29 | r | x | x | | | | | | | | | | | | x | | | | pond on oleta way. |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |



Duval Landscape
MAINTENANCE



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

| Irrigation Controller | | | Point of Connection | | | Site Name | | SweetWater | | | | | | | | | | | |
|-----------------------|-----------------|------|---------------------|-----------------|--------------------|---------------------|----------------------|------------------------|----------|----------|-----------|----------|-------------|-------------------------|------------------------|--------------|--------|----------------|----------------------------------|
| Location | Right of circle | | Location | Right of circle | | Location | Right of round about | | | | | | | | | | | | |
| Type | RB | | Size | | | Technician | Preston | | | | | | | | | | | | |
| Rain Guage | Y | N | Source | Meter | Well | Date | 4/13/2023 | | | | | | | | | | | | |
| Power on | Y | N | | | | Program | A | B | C | | | | | | | | | | |
| General Information | | | Backflow | | | Start Times | | | | | | | | | | | | | |
| Valve Type | | | PRV | Y | N | Set to run | Odd | Even | Interval | | | | | | | | | | |
| Coverage | Good | | MV | Y | N | Days of Week | S | M | T | W | Th | F | S | | | | | | |
| Zone | Head Type | Turf | Shrub | Flowers | Lateral Line Break | Zone Not Responding | Valve Leaking | Zone not Shutting Down | 4" Spray | 6" Spray | 12" Spray | 4" Rotor | Fixed Riser | Cleaned/Replaced Nozzle | Adjusted Spray Pattern | Straightened | Capped | Raised/Lowered | Locations of Zones |
| 1 | r | x | x | | | | | | | | | | | x | | | | | Center of round about |
| 2 | s | x | x | | | | | | | | | | | x | | | | | Along curb right of lazo court |
| 3 | s | x | x | | | | | | | | | | | x | | | | | Along sidewalk left of enrede |
| 4 | s | x | x | x | | | | | | | | | | x | | | | | Right of lazo along sidewalk |
| 5 | s | x | x | x | | | | | | | | | | x | | | | | Left of Lazo to roundabout |
| 6 | r | x | x | | | | | | | | | | | x | | | | | From lazo to roundabout |
| 7 | s | x | x | | | | | | 1 | | | | | 1 | x | | | | Right side of roundabout |
| 8 | r | x | x | | | | | | | | | | | x | | | | | Along berm on Ensenada |
| 9 | s | x | x | | | | | | | | | | | x | | | | | Right side between curb and walk |
| 10 | r | x | x | | | | | | | | | | | x | | | | | Along berm on Ensenada |
| 11 | s | x | x | | | | | | | | | | | x | | | | | NA |
| 12 | r | x | x | | | | | | | | | | | x | | | | | Along berm on Ensenada |
| 13 | s | x | x | | | 1 | | | | | | | | x | | | | | Right side at bend |
| 14 | s | x | x | | | | | | | | | | | x | | | | | Right side between curb and walk |
| 15 | s | x | x | | | | | | | | | | | x | | | | | Back sidewalk right of enrede |
| 16 | s | x | x | | | | | | | | | | | x | | | | | Between curb and walk b4 enrede |
| 17 | r | x | x | | | | | | | | | 1 | | x | | | | | Between enrede and medio |
| 18 | s | x | x | | | | | | | | | | | x | | | | | Left of enrede |
| 19 | s | x | x | | | | | | | | | | | x | | | | | Right of medio on corner |
| 20 | s | x | x | | | | | | | | | | | x | | | | | Left of park entry |
| 21 | s | x | x | | | | | | | | | | | x | | | | | Left side along Endenada |
| 22 | s | x | x | | | | | | | | | | | x | | | | | Back sidewalk on Ensdanada |
| 23 | s | x | x | | | | | | | | | | | x | | | | | Left side along Endenada |
| 24 | s | x | x | | | | | | | | | | | x | | | | | Left side along Endenada |

| | | | | | | | | | | | | | | | | | | | |
|----|---|---|---|--|--|--|--|--|--|--|--|--|--|--|---|--|--|--|----------------------------------|
| 25 | s | x | x | | | | | | | | | | | | x | | | | Back sidewalk on Ensdenada |
| 26 | s | x | x | | | | | | | | | | | | x | | | | Left side along Endenada |
| 27 | s | x | x | | | | | | | | | | | | x | | | | Back sidewalk on Ensdenada |
| 28 | s | x | x | | | | | | | | | | | | x | | | | Left side along Endenada |
| 29 | s | x | x | | | | | | | | | | | | x | | | | back sidewalk before round about |
| 30 | s | x | x | | | | | | | | | | | | x | | | | Before round about |
| 31 | s | x | x | | | | | | | | | | | | x | | | | Right of round about |



Duval Landscape
MAINTENANCE



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

| Irrigation Controller | | | Point of Connection | | | Site Name | | SweetWater | | | | | | |
|-----------------------|--|--------------|---------------------|--|--------------|--------------|--|------------------------|------|----------|---|----|---|---|
| Location | | Right corner | Location | | Right corner | Location | | Rincon dr and ensenada | | | | | | |
| Type | | RB | Size | | | Technician | | Preston | | | | | | |
| Rain Gauge | | Y N | Source | | Meter Well | Date | | 4/13/2023 | | | | | | |
| Power on | | Y N | | | | Program | | A | B | C | | | | |
| General Information | | | Backflow | | | Start Times | | | | | | | | |
| Valve Type | | | PRV | | Y N | Set to run | | Odd | Even | Interval | | | | |
| Coverage | | Good | MV | | Y N | Days of Week | | S | M | T | W | Th | F | S |

| Zone | Head Type | Turf | Shrub | Flowers | Lateral Line Break | Zone Not Responding | Valve Leaking | Zone not Shutting Down | 4" Spray | 6" Spray | 12" Spray | 4" Rotor | Fixed Riser | Cleaned/Replaced Nozzle | Adjusted Spray Pattern | Straightened | Capped | Raised/Lowered | Locations of Zones |
|------|-----------|------|-------|---------|--------------------|---------------------|---------------|------------------------|----------|----------|-----------|----------|-------------|-------------------------|------------------------|--------------|--------|----------------|-------------------------------------|
| 1 | s | x | x | | | | | | | | | | | x | | | | | Across from Park right |
| 2 | s | x | x | | | | | | | | | | | x | | | | | Right of rincon |
| 3 | s | x | x | | | | | | | | | | | x | | | | | Around controller |
| 4 | s | x | x | | | | | | | | | | | x | | | | | BTW curb and sidewalk left side |
| 5 | r | x | x | | | | | | | | | | | x | | | | | Along lake on right side |
| 6 | s | x | x | | | | | | | | | | | x | | | | | BTW curb and sidewalk right side |
| 7 | s | x | x | | | | | | | | | | | x | | | | | BTW curb and sidewalk right side |
| 8 | r | x | x | | | | | | | | | | | x | | | | | Corner of lake at rincon |
| 9 | s | x | x | | | | | | | | | 1 | | x | | | | | BTW curb and sidewalk before Rin |
| 10 | r | x | x | | | | | | | | | | | x | | | | | Top of lake along rincon |
| 11 | s | x | x | | | | | | | | | | | x | | | | | Both sided of sidewalk |
| 12 | s | x | x | | | | | | | | | | | x | | | | | Left side of ensenada |
| 13 | s | x | x | | | | | | | 1 | | | | 1 | x | | | | Left side of Ensenada |
| 14 | s | x | x | | | | | | | | | | | x | | | | | Left side across from lake |
| 15 | s | x | x | | | | | | | | | | | x | | | | | Left side close to park |
| 16 | s | x | x | | | | | | | | | | | x | | | | | Both sides of sidewalk along rincon |
| 17 | R | x | x | | | | | | | | | | | x | | | | | Right injury to park |
| 18 | S | x | x | Flowers | | | | | | | | | | x | | | | | Flowers exit side |
| 19 | s | x | x | Flowers | | | | | | | | | | x | | | | | Flowers exit side |
| 20 | s | x | x | | | | | | | | | | | x | | | | | Sidewalk curb right entry to park |
| 21 | s | x | x | | | | | | | | | | | x | | | | | Sidewalk across 238 |
| 22 | s | x | x | | | | | | | | | | | x | | | | | Sidewalk across 278 |
| 23 | S | x | x | | | | | | | | | | | x | | | | | Rincon sidewalk by clock |
| 24 | R | x | x | | | | | | | | | | | x | | | | | A long pond across from Clock |

| | | | | | | | | | | | | | | | | | | | |
|----|-----|---|---|--|--|--|--|--|--|--|--|--|--|---|--|--|--|--|----------------------------|
| 25 | r/s | / | / | | | | | | | | | | | | | | | | Rincon between 78 and 62 |
| 26 | S | / | / | | | | | | | | | | | | | | | | Hidden zone between houses |
| 27 | R | | | | | | | | | | | | | | | | | | At the park |
| 28 | r | x | x | | | | | | | | | | | x | | | | | Around park |
| 29 | r | x | x | | | | | | | | | | | x | | | | | Outside perimeter of park |
| 30 | | | | | | | | | | | | | | | | | | | |
| 31 | s | x | x | | | | | | | | | | | x | | | | | Front of park |



Duval Landscape
MAINTENANCE



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

| Irrigation Controller | | | Point of Connection | | | Site Name | | SweetWater | | | | | | | | | | | |
|-----------------------|-----------|------------|---------------------|---------|--------------------|---------------------|---------------|------------------------|---------------|----------|-----------|----------|-------------|-------------------------|------------------------|--------------|--------|----------------|-----------------------------------|
| Location | | Right lake | Location | | Right lake | Location | | Torcido controller | | | | | | | | | | | |
| Type | | RB | Size | | | Technician | | Preston | | | | | | | | | | | |
| Rain Guage | | Y N | Source | | Meter Well | Date | | 4/13/2023 | | | | | | | | | | | |
| Power on | | Y N | | | | Program | | A | B C | | | | | | | | | | |
| General Information | | | Backflow | | | Start Times | | | | | | | | | | | | | |
| Valve Type | | | PRV | | Y N | Set to run | | Odd | Even Interval | | | | | | | | | | |
| Coverage | | Good | MV | | Y N | Days of Week | | S M T W Th F S | | | | | | | | | | | |
| Zone | Head Type | Turf | Shrub | Flowers | Lateral Line Break | Zone Not Responding | Valve Leaking | Zone not Shutting Down | 4" Spray | 6" Spray | 12" Spray | 4" Rotor | Fixed Riser | Cleaned/Replaced Nozzle | Adjusted Spray Pattern | Straightened | Capped | Raised/Lowered | Locations of Zones |
| 1 | | | | | | | | | | | | | | | | | | | No wire |
| 2 | | | | | | | | | | | | | | | | | | | NA |
| 3 | s | x | x | | | | | | | | | | | x | | | | | Island and right of road at yield |
| 4 | s | x | x | | | | | | | | | | | x | | | | | Both sides of road at Medio |
| 5 | s | x | x | | | | | | 1 | | | | | 1 | x | | | | Both sides of road back sidewalk |
| 6 | s | x | x | | | | | | | | | | | x | | | | | Across from Medio |
| 7 | s | x | x | | | | | | | | | | | x | | | | | Common area island |
| 8 | s | x | x | | | | | | | | | | | x | | | | | Common area island |
| 9 | s | x | x | | | | | | | | | | | x | | | | | Along woods at controller |
| 10 | | | | | | | | | | | | | | | | | | | NA |
| 11 | s | x | x | | | 1 | | | | | | | | x | | | | | Right corner of ensenada |
| 12 | | | | | | | | | | | | | | | | | | | NA |
| 13 | | | | | | | | | | | | | | | | | | | No wire |
| 14 | r | x | x | | | | | | | | | | | x | | | | | Common area island |



Duval Landscape
MAINTENANCE

[illegible]

2.











C.

1.

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 75

(B) Name of Payee: Design 2 Wellness

P.O. Box 398

Lewis Center OH 43035

(C) Amount Payable: \$21,441.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 41744 – Strength Equipment for remodel

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

☐ this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer

CHECK REQUEST FORM

Project: Marshall Creek C.D.D.

Vendor: Design2Wellness
P.O. Box 398
Lewis Center, OH
43035

Check Amount: \$ 21,441.00

Check Needed: ASAP

Cost Code: To Refinanced Bond money

Requestor: E. Gouin

Description: Strength Equipment Purchased for Remodel

Approved By: 

Date: 4/3/23



Invoice

P. O. Box 398
Lewis Center OH 43035
www.design2wellness.com

| Date | Invoice # |
|-----------|-----------|
| 2/24/2023 | 41744 |

| Bill To: |
|---|
| Sweetwater Creek Community Development District 475 W Town PL Ste 114 St Augustine, FL 32092 |

| Ship To: |
|--|
| 1865 North Loop Parkway St. Augustine, FL 32095 |

| Purchase Order Number |
|-----------------------|
| |

| Terms | Sales Rep |
|-----------------------|-----------|
| Net 30 After Delivery | Kelly |

| Product Number | Description | QTY | Price Each | Amount |
|----------------|--|-----|------------|----------|
| MG-A62 | Matrix Preacher Curl | 1 | 919.01 | 919.01 |
| G3-S76 | Matrix Aura Rotary Hip | 1 | 3,462.99 | 3,462.99 |
| G3-S73 | Matrix Aura Prone Leg Curl | 1 | 2,950.00 | 2,950.00 |
| G3-S60 | Matrix Aura Dip/Chin Assist | 1 | 3,281.00 | 3,281.00 |
| CF-3661-A | Hoist Incline Leverage Row | 1 | 1,107.00 | 1,107.00 |
| Shipping | Shipping Charges from the manufacturer to Design2Wellness Warehouse | | 1,600.00 | 1,600.00 |
| Installation | Delivery & Installation | | 1,000.00 | 1,000.00 |
| | Frame Colors: Silver, Uph Color: Black | | | |
| SPEC-Raceway | CRG Cable Raceway; Signature, 6" x 7" Alum. .080, Powder Coated, Price Per LF | 73 | 65.54795 | 4,785.00 |
| | (1) Raceway at 61ft long, (1) Raceway at 12ft long | | | |
| | Powdercoat colors: Lid: T375-BK26 Silver Vein Base: T001-BK120 Black | | | |
| Shipping | Shipping Charges from the manufacturer directly to customer location. Crate fees, Liftgate and call ahead services included. | | 1,486.00 | 1,486.00 |
| Installation | Delivery & Installation (includes floor plug cutout on bottom of raceway and lagging raceways to concrete floor) | | 850.00 | 850.00 |
| | Total sales tax calculated by AvaTax | | 0.00 | 0.00 |

| Phone # | Fax # |
|--------------|--------------|
| 859-760-7000 | 740-548-7044 |

Thank you for your business!!!

| | |
|--------------------|-------------|
| Subtotal | \$21,441.00 |
| Payments | \$0.00 |
| Balance Due | \$21,441.00 |

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 76

(B) Name and address of Payee: England, Thims & Miller Inc
14775 Old St. Augustine Rd
Jacksonville FL 32258

(C) Amount Payable: \$9,617.50

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 207521 Pickleball Courts Addition & Modifications.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

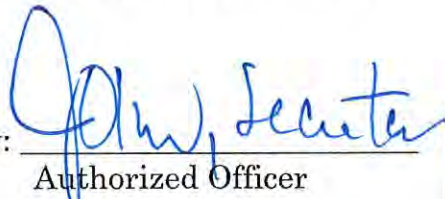
this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer



Jim Oliver
Sweetwater Creek CDD
C/O GMS
475 West Town Place, Suite 114
Saint Augustine, FL 32092

April 05, 2023
Project No: 05010.24000
Invoice No: 0207521

Project 05010.24000 Sweetwater Creek CDD (WA #13) Pickleball Courts Addition & Modifications

Professional Services rendered through April 1, 2023

Task 01-05 Lump Sum Services

| Task | Contract Amount | Percent Complete | Earned To Date | Previously Billed | Current Billed |
|---|-----------------|------------------|----------------|-------------------|----------------|
| 1. Revised MDP | 2,600.00 | 75.00 | 1,950.00 | 650.00 | 1,300.00 |
| 2. SJRWMD Minor Modification | 2,400.00 | 75.00 | 1,800.00 | 600.00 | 1,200.00 |
| 3. Modify Engineering Plans | 7,000.00 | 100.00 | 7,000.00 | 3,500.00 | 3,500.00 |
| 4. Regulatory Permitting/Approvals | | | | | |
| a. SJC DRC Submittal & Cons. Plan App. | 3,250.00 | 25.00 | 812.50 | 0.00 | 812.50 |
| 5. Code Landscape & Tree Mitigation | 3,750.00 | 75.00 | 2,812.50 | 1,875.00 | 937.50 |
| Total Fee | 19,000.00 | | 14,375.00 | 6,625.00 | 7,750.00 |
| Total Fee | | | | 7,750.00 | |
| Total this Task | | | | \$7,750.00 | |

Task 06 Bidding Services

Professional Personnel

| | | Hours | Rate | Amount |
|---------------------|-----------|----------------|--------------|-----------------|
| CADD/GIS Technician | | | | |
| Sims, Daniel | 3/4/2023 | 1.00 | 125.00 | 125.00 |
| Senior Engineer | | | | |
| Lockwood, Scott | 3/4/2023 | 7.00 | 205.00 | 1,435.00 |
| Lockwood, Scott | 3/11/2023 | 1.50 | 205.00 | 307.50 |
| Totals | | 9.50 | | 1,867.50 |
| Total Labor | | | | 1,867.50 |
| | | Current | Prior | To-Date |
| Total Billings | | 1,867.50 | 0.00 | 1,867.50 |
| Contract Limit | | | | 5,000.00 |
| Remaining | | | | 3,132.50 |

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-6990 • fax 904-646-9485
CA-00002584 LC-0000316

Total this Task \$1,867.50

| | | | | | |
|----------------|----|--------------|----------------|------------------------|----------------|
| Task | 07 | CEI Services | | | |
| | | | Current | Prior | To-Date |
| Total Billings | | | 0.00 | 0.00 | 0.00 |
| Contract Limit | | | | | 5,000.00 |
| Remaining | | | | | 5,000.00 |
| | | | | Total this Task | 0.00 |

| | | | | | |
|------|----|----------|--|------------------------|-------------|
| Task | XP | Expenses | | | |
| | | | | Total this Task | 0.00 |

Invoice Total this Period \$9,617.50

Outstanding Invoices

| | | |
|---------------|-------------|-----------------|
| Number | Date | Balance |
| 0207105 | 3/1/2023 | 6,275.00 |
| Total | | 6,275.00 |

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-6990 • fax 904-648-9485
CA-00002584 LC-0000316

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 77

(B) Name of Payee: ITS Jax

2942 Dawn Rd

Jacksonville FL 32207

(C) Amount Payable: \$3,055.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 1319 – Wire work for coax for cameras

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

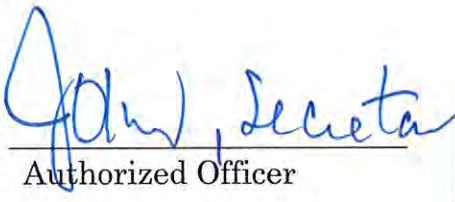
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim

affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.


Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer

CHECK REQUEST FORM

Project: Marshall Creek C.D.D.

Please mail to:
✓

Vendor: ITS Tax
2942 Dawn Rd
Jacksonville, Florida 32207

Check Amount: \$ 3055.00

Check Needed: ASAP

Cost Code: Bond money -

Requestor: E. GUNIA

Description: wire work for COAX for cameras

Approved By: E hy **Date:** 4/10/23



INVOICE

IT Systems of Jacksonville LLC
2942 Dawn Rd
Jacksonville, Florida 32207
United States

(904) 626-5743

BILL TO
PALENCIA
ERIN GUNIA
1865 North Loop Parkway
St. Augustine, Florida 32095
United States

(904)829-8488
Erin.Gunia@fsresidential.com

Invoice Number: 1319

Invoice Date: December 21, 2022

Payment Due: January 5, 2023

Amount Due (USD): \$3,055.00

Pay Securely Online

| Items | Quantity | Price | Amount |
|---|----------|----------|------------|
| SPEAKER WIRE DROP Extend speaker wire | 4 | \$125.00 | \$500.00 |
| Coax Wire Drop Extend Coax wire drop for camera | 5 | \$125.00 | \$625.00 |
| CAT6 WIRE DROP Cat 6 wire drop to new office | 2 | \$125.00 | \$250.00 |
| SVC Service-Splice and extend speaker cabling and camera cabling from old office location to network rack. Ran Cat 6 from network rack to new office location. Removed and reinstalled audio receiver and camera system. 2 Technicians on site | 14 | \$120.00 | \$1,680.00 |

Total: \$3,055.00

Amount Due (USD): \$3,055.00

Pay Securely Online



link.waveapps.com/sm6x7b-uzbvng

Notes / Terms

*** A deposit of 50% is required to start. Balance must be paid in full upon completion. ***

Thank you for this opportunity.

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 78

(B) Name and address of Payee: Heartline Fitness Systems
7520 Standish Place, Suite 250
Rockville MD 20855

Electronic Payments:

JP Morgan Chase Bank NA
4 New York Plaza, NY 10004
Heartline Fitness Products, Inc.
Routing NO. 071000013
Checking Account: 225839791

(C) Amount Payable: \$3827.85

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Deposit Invoice # 154186-F Final payment on Flooring Material

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in

connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

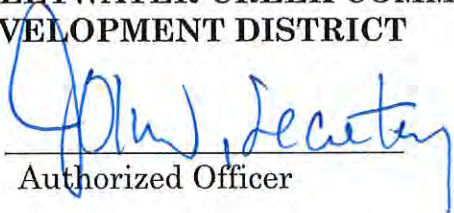
this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.


Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer

CHECK REQUEST FORM

Project: Marshall Creek C.D.D.

Vendor: Heartline Fitness
7520 Standish Place, Suite 250
Rockville, MD 20855

Check Amount: \$ 3,827.85

Check Needed: ASAP

Cost Code: To refinanced Bonds - new flooring for
Zen Room

Requestor: E.G.

Description: Flooring from Zen Room

Approved By: ELW **Date:** 4/3/23



HEARTLINE FITNESS

*** Remittance ***
Heartline Fitness Systems
7520 Standish Place, Suite 250
Rockville, MD 20855
Phone (301) 921-0661 | Fax (301) 330-5479

Invoice #154186 -F

Download Our W9 Here

Date: 03/24/2023

Due By: 04/24/2023

Terms: 50% Deposit/50% Net 15

Customer PO:

Bill To

Sweetwater CDD
Palecia Swim & Fitness Center
1865 North Loop Parkway
Saint Augustine FL 32095-8401
United States

Ship To

Sweetwater CDD
Palecia Swim & Fitness Center
1865 North Loop Parkway
Saint Augustine FL 32095-8401
United States

Electronic Payments

JP Morgan Chase Bank NA
4 New York Plaza, NY 10004
Heartline Fitness Products, Inc.
Routing NO. 071000013
Checking Account: 306837391
Remittance: accounting@heartlinefitness.com

| Technician | Related Quote | Completed Date |
|------------------|---------------|----------------|
| 451 KELLY SPIVEY | Quote #85920 | |

| Quantity | Item | Description | Rate | Amount |
|----------|--------------------------------|--|----------|------------|
| | Note | PRODUCTS | | |
| | | COVERAGE AREA - 234 Due to roll widths, actual SF of order may be 10-20% higher than actual room dimensions | | |
| 252 | LMNT-000445 | Roll - Laminate - L1, Ecore Athletic, Bounce 2, ES207, Sandstone, 2mm + 5mm (U) x 72in | \$8.71 | \$2,194.92 |
| | | ORDER AS 1 ROLL, 42' IN LENGTH | | |
| | | Lay Short way in room 13' x 17.5' | | |
| 1 | TRD-001426 | Weld Rod, 5091-W, 328LF Per Spool (Ecore Sandstone 6419-W) | \$117.32 | \$117.32 |
| 1 | TRD-000002 | E-Grip III Adhesive, 4gal Pail | \$271.46 | \$271.46 |
| | Note | SERVICES | | |
| 252 | FlooringInstallation-SE<1000sf | Installation of Everlast Rubber Flooring Fully Glued - Under 1000sf | \$3.90 | \$982.80 |

| | |
|----------|------------|
| Subtotal | \$3,566.50 |
| Discount | |
| Shipping | \$261.35 |
| Tax(0%) | \$0.00 |
| Total | \$3,827.85 |

| | |
|-------------|------------|
| Amount Paid | \$0.00 |
| Amount Due | \$3,827.85 |

Notes

Work Completed:

Recommended Work:

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 79

(B) Name and address of Payee: Sweetwater Creek CDD
475 West Town Place Ste 114
St Augustine FL 32092

(C) Amount Payable: \$7,498.93

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice #151945-F Heartline Fitness Final Payment for Fitness Equipment.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

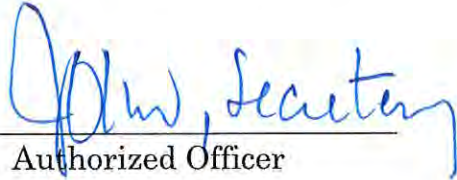
this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer

CHECK REQUEST FORM

Project: Marshall Creek C.D.D.

Vendor: Heartline Fitness,
7520 Standish Place Suite 250
Rockville, MD 20855

RECEIVED
MAR 13 2023
BY: _____

Check Amount: \$7489.93

Check Needed: ASAP

Cost Code: To refinanced bond money-Fitness Center remodel
2.300.13100.10400

Requestor: E. Gunia

Description: Functional Fitness Equipment

Approved By: _Erin_Gunia_____

Date: 3/7/23

Due from Capital Project 2,300.13100.10400



**HEARTLINE
FITNESS**

*** Remittance ***
Heartline Fitness Systems
7520 Standish Place, Suite 250
Rockville, MD 20855
Phone (301) 921-0661 | Fax (301) 330-5479

Invoice #151945 - F

Download Our W9 Here

Date: 01/30/2023

Due By: 03/02/2023

Terms: 50% Deposit/50% Net 15

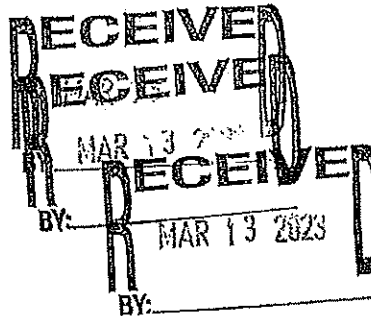
Customer PO:

Bill To
Geneva Capital LLC
1311 Broadway St
Alexandria MN 56308
United States

Ship To
Sweetwater Creek Community
Development District 86541E
1865 North Loop Parkway
Saint Augustine FL 32095-8401
United States

Electronic Payments
JP Morgan Chase Bank NA
4 New York Plaza, NY 10004
Heartline Fitness Products, Inc.
Routing NO. 071000013
Checking Account: 306837391
Remittance: accounting@heartlinefitness.com

| Technician | Related Quote | Completed Date | | |
|------------------|-------------------------|--|------------|------------|
| 451 KELLY SPIVEY | Quote #82918 | | | |
| Quantity | Item | Description | Rate | Amount |
| | Note | The Functional Training Rig Requires Bolting to the Floor Suggested Floor Space 14' x 24' (4.26 x 7.32M) | | |
| 1 | 9-XTC-414C-60THD | THROWDOWN XTC, RIG, 4x14, STANDARD BLACK FRAME. Includes the following Attachments: Attachments Included: Target + DPU Adapter - x2 Ball Shelf 4' - x4 Wide Shelf 4' - x2 Plate Storage 4' - x2 XTC Crossmember 6' - x1 Storage Bin - x4 Storage Bin 6' - x1 Vertical Dumbbell Rack - x2 Squat Station 4' - x2 Landmine Rig Mount - x2 Rope Anchor Rig Mount - x2 Bar Storage - x2 MSRP: \$10,899 | \$7,410.00 | \$7,410.00 |
| 1 | 71-00101-60-KT | KIT, DIP BARS - Attachment for Rig | \$279.00 | \$279.00 |
| 1 | X8-COMPACT-ROPE-TRAINER | X8-COMPACT-ROPE-TRAINER ****New**** | \$2,082.00 | \$2,082.00 |
| 1 | TRXCLUB4 | Commercial Suspension Trainer v.4 (rubber handles, locking carabiner, velcro foot cradles) MSRP: \$210 | \$140.00 | \$140.00 |
| | Note | ACCESSORIES | | |
| 1 | TD-PB-3N1-C | 3 IN 1 PLYOMETRIC BOX by Throwdown MSRP: \$539 | \$426.00 | \$426.00 |
| 1 | TD-AGL | AGILITY LADDER - Rubber Mat MSRP: \$189 | \$90.00 | \$90.00 |
| 1 | TD-SLB-5 | SLAM BALL 5 LBS | \$28.00 | \$28.00 |
| 1 | TD-SLB-10 | SLAM BALL 10 LBS | \$32.00 | \$32.00 |
| 1 | TD-SLB-15 | SLAM BALL 15 LBS | \$36.00 | \$36.00 |
| 1 | TD-SLB-20 | SLAM BALL 20 LBS | \$40.00 | \$40.00 |
| 1 | TD-SLB-25 | SLAM BALL 25 LBS | \$45.00 | \$45.00 |
| 1 | TD-SLB-30 | SLAM BALL 30 LBS | \$55.00 | \$55.00 |
| 1 | 1001-Sport | BOSU Sport | \$144.95 | \$144.95 |



| Quantity | Item | Description | Rate | Amount |
|----------|-----------------------------------|--|--------------------|--------------------|
| 1 | 91-00202 | SET OF 20 MAGNETIC THROWDOWN STATION CARDS | \$0.00 | \$0.00 |
| | | Complimentary MSRP: \$66 | | |
| 2 | TRXCLUB4 | Commercial Suspension Trainer v.4 (rubber handles, locking carabiner, velcro foot cradles) | \$146.97 | \$293.94 |
| 2 | O-0105BP | 10lbs Olympic 2" Solid Bumper plate with steel insert-Green (not sold by pound) | \$42.24 | \$84.48 |
| 2 | O-0255BP | 15 lbs Olympic 2" Solid Bumper plate with steel insert-black | \$63.95 | \$127.90 |
| 2 | O-0255BP | 25 lbs Olympic 2" Solid Bumper plate with steel insert-Yellow | \$68.21 | \$136.42 |
| 1 | FPD-B2472 | 6' Olympic Bar Black Frame Hard Chrome Sleeves 30lbs | \$188.00 | \$188.00 |
| 2 | CKB-008 | 8 lb Rubber Club Kettlebell | \$13.61 | \$27.22 |
| 2 | CKB-010 | 10 lb Rubber Club Kettlebell | \$17.02 | \$34.04 |
| 2 | CKB-015 | 15 lb Rubber Club Kettlebell | \$51.06 | \$102.12 |
| 2 | CKB-020 | 20 lb Rubber Club Kettlebell | \$34.03 | \$68.06 |
| 2 | CKB-025 | 25 lb Rubber Club Kettlebell | \$42.54 | \$85.08 |
| | Note | SERVICES | | |
| 1 | Installation Services - 3rd Party | Delivery & Installation Services INCLUDES Bolt-down of Throwdown Rig | \$1,200.00 | \$1,200.00 |
| | | | Subtotal | \$13,155.21 |
| | | | Discount | |
| | | | Shipping | \$1,842.66 |
| | | | Tax(0%) | \$0.00 |
| | | | Total | \$14,997.87 |
| | | | Amount Paid | \$7,498.93 |
| | | | Amount Due | \$7,498.93 |

Notes

Work Completed: 11/30/2022 (3) TRX Club4 shipped FedEx tracking 620170865198 - estimated delivery 12/06/2022. Shipped direct to customer

Recommended Work:

Service:

Click the service wrench on our website to submit a service call. Preventative Maintenance Agreements are available for all equipment.

Standard Terms and Conditions:

All unit prices are F.O.B. manufacturer.

These prices are subject to change after 30 days from document date. Post-Installation entertainment (television) requirements will be handled as a billable service visit.

The above quotation is computed to be performed during regular business hours.

Clerical errors subject to correction.

All prices and agreements are contingent upon strikes, accidents, and other causes unavoidable or beyond our control.

Buyer agrees to promptly file claim for all goods damaged in transit.

There will be a 20% restocking charge on all merchandise ordered but not accepted.

Equipment lease is available with approved credit.

We accept all major credit cards. However, the amount due is net of a 3% cash discount.

Payment by Credit Card will incur a 3% (MC/Visa) or 3.75% (AMEX) charge.

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 80

(B) Name and address of Payee: Motley Electric
4 Coquina Ave
St Augustine FL 32080

(C) Amount Payable: \$1,020.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice #266805595 Install additional wiring/reconfigure circuits for treadmill.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

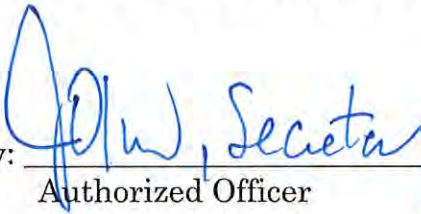
this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.


Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By:  Secretary
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer

CHECK REQUEST FORM

Project: Marshall Creek C.D.D.

Vendor: Motley Electric
4 Coguin Ave
St. Augustine, FL 32080

Check Amount: \$ 1,620.00

Check Needed: ASAP

Cost Code: to Refinanced Bonds. electrical work
to support new cardio

Requestor:

Description:

Approved By: _____ **Date:** _____

Motley Electric

4 Coquina Ave

St. Augustine, FL 32080

904-669-3920

motleycontracting@gmail.com

Invoice**BILL TO**

Erin Gunia

Sweetwater Creek CDD

1865 North Loop Parkway

St. Augustine, Florida 32095

United States

| INVOICE # | DATE | TOTAL DUE | DUE DATE | MEMO |
|-----------|------------|------------|------------|------|
| 266805595 | 03/29/2023 | \$1,020.00 | 03/29/2023 | |

| DATE | ACTIVITY | AMOUNT |
|------------|--|--------|
| 03/27/2023 | Labor Install additional wiring/ reconfigure circuits to provide dedicated circuits for each treadmill | 720.00 |
| 03/27/2023 | Materials 1000' #12 THHN Copper wire 3x Square D QO120 tandem breaker | 300.00 |

BALANCE DUE**\$1,020.00**

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 81

(B) Name and address of Payee: Feather & Bloom
58 San Marco Ave #B
St Augustine FL 32084

(C) Amount Payable: \$2,775.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice #000714 Moss Wall & Painting for Zen Room.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

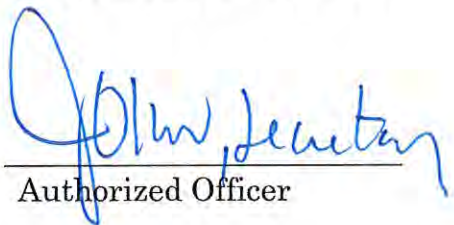
this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.


Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer

CHECK REQUEST FORM

Project: Sweetwater Creek C.D.D.

Please send checks to:

Vendor: Feather & Bloom
58 San Marco Ave #B
Saint Augustine, FL 32084

Check Amount: \$2775.00

Check Needed: ASAP

Cost Code: To Bond money Zen Room

Requestor: E.G.

Description: Moss Wall & Painting for Zen Room

Approved By: CLD Date: 4/14/23

Erin Gunia

From: Feather + Bloom <messenger@messaging.squareup.com>
Sent: Friday, April 14, 2023 12:16 PM
To: Erin Gunia
Subject: You received a new invoice (#000714)



Feather + Bloom

New Invoice

\$2,775.00

Due on April 14, 2023

Pay Invoice

Moss Wall and Paint

Invoice #000714

April 14, 2023

Customer

Erin Gunia

Palencia Fitness Club

erin.gunia@fsresidential.com

904-814-4531

[Download Invoice PDF](#)

Message

So grateful for your business!

Invoice summary

| | |
|---|----------|
| Paint Samples, Paint, Supplies and material | \$375.00 |
|---|----------|

| | |
|------------------------|------------|
| Custom 4 x 8 moss wall | \$2,000.00 |
|------------------------|------------|

| | |
|----------------|----------|
| Paint " labor" | \$400.00 |
|----------------|----------|

| | |
|----------|------------|
| Subtotal | \$2,775.00 |
|----------|------------|

| | |
|-----------|----|
| Sales Tax | \$ |
|-----------|----|

| | |
|-----------|----------|
| Total Due | \$2,775. |
|-----------|----------|

Feather + Bloom

hello@featherandbloomflorals.com

904-806-5850

Please contact Feather + Bloom about its privacy practices.



2.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 82

(B) Name and address of Payee: Kilinski/Van Wyk PLLC
PO BOX 6386
Tallahassee FL 32314

(C) Amount Payable: \$1,485.50

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 6480 2019 Project Construction

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

☐ this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or

claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer



KILINSKI | VAN WYK

Kilinski | Van Wyk, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

Sweetwater Creek CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

SWTCDD-05

SWEETWATER CREEK CDD - 2019 PROJECT CONSTRUCTION

| Type | Professional | Date | Notes | Quantity | Rate | Total |
|---------|--------------|------------|---|----------|----------|----------|
| Service | GK | 03/06/2023 | Prepare Purchase Order for Playground Equipment. | 0.90 | \$265.00 | \$238.50 |
| Service | GK | 03/07/2023 | Update Purchase Order for Playground Equipment regarding proposals. | 0.60 | \$265.00 | \$159.00 |
| Service | GK | 03/08/2023 | Prepare Agreement for Basketball Court with Court Surfaces. | 1.20 | \$265.00 | \$318.00 |
| Service | GK | 03/09/2023 | Update Purchase Order for Playground Equipment regarding updated proposal and renderings. | 0.40 | \$265.00 | \$106.00 |
| Service | JK | 03/16/2023 | Confer re: basketball court permit/staking follow up; update purchase order; update basketball agreement | 0.40 | \$310.00 | \$124.00 |
| Service | GK | 03/17/2023 | Update Agreement for Basketball Court with Court Surfaces. | 0.40 | \$265.00 | \$106.00 |
| Service | JK | 03/24/2023 | Update/edit draft agenda; transmit updates to parks information; transmit bond counsel summary of ER for requisitions; update amenity rule and resolution for same and transmit same; confer re: disclosure language for security installation services | 0.80 | \$310.00 | \$248.00 |
| Service | JK | 03/27/2023 | Conference call with Oliver and ETM re: various CDD engineering items and agenda support for same; transmit ER on same | 0.60 | \$310.00 | \$186.00 |

Total \$1,485.50

INVOICE

Invoice # 6480
Date: 04/14/2023
Due On: 05/14/2023

Detailed Statement of Account

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|--------------------------|------------|------------|-------------------|-------------|
| 6480 | 05/14/2023 | \$1,485.50 | \$0.00 | \$1,485.50 |
| Outstanding Balance | | | | \$1,485.50 |
| Total Amount Outstanding | | | | \$1,485.50 |

Please make all amounts payable to: Kilinski | Van Wyk, PLLC

Please pay within 30 days.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 83

(B) Name and address of Payee: Sweetwater Creek CDD
475 West Town Place Ste 114
St Augustine FL 32092

(C) Amount Payable: \$2,100

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice #1312 IT Systems Install amplifier and speakers.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

☐ this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer



INVOICE

IT Systems of Jacksonville LLC
2942 Dawn Rd
Jacksonville, Florida 32207
United States

(904) 626-5743

RECEIVED
DEC 19 2022

BY:

SWEETWATER

BILL TO
PALENCIA
ERIN GUNIA
1865 North Loop Parkway
St. Augustine, Florida 32095
United States

(904)829-8488
Erin.Gunia@fsresidential.com

Invoice Number: 1312

Invoice Date: December 15, 2022

Payment Due: December 30, 2022

Amount Due (USD): \$4,200.00

Pay Securely Online

| Items | Quantity | Price | Amount |
|---|----------|------------|------------|
| SPEAKER - CEILING PROFICIENT 6.5' Recessed Speaker ceiling mount | 6 | \$90.00 | \$540.00 |
| A/V CONTROLLER AMPLIFIER Rusound 640 watt multi channel amplifier | 1 | \$2,100.00 | \$2,100.00 |
| STREAMER UNIT Rusound MBX-PRE WiFi audio streaming device | 1 | \$600.00 | \$600.00 |
| SVC Service | 8 | \$120.00 | \$960.00 |

Total: \$4,200.00

Amount Due (USD): \$4,200.00

9
033600 13100 1000
Bank A? ✓

Pay Securely Online

VISA



link.waveapps.com/22r638-797e8f

Notes / Terms

*** A deposit of 50% is required to start. Balance must be paid in full upon completion. ***

Thank you for this opportunity.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 84

(B) Name and address of Payee: Sweetwater Creek CDD
475 West Town Place Ste 114
St Augustine FL 32092

(C) Amount Payable: \$15,000

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # PAL_003 Invision Construction Additional Electrical items, HVAC pipe for dryer vent, door, hall storage, trimming, painting, flooring, and plumbing for washer.

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

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**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

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Consulting Engineer



Invision Construction, Inc.

Printed: Dec 27, 2022

11251 Business Park Blvd Ste 4, Jacksonville, FL 32256-2711

Phone: 904-345-0515

CBC1261890

Owner Invoice

Job Information

Jim Oliver

1865 N Loop Pkway, St. Augustine, FL 32095

Invoice Title: Change Order _Palencia Fitness Interior Renov.

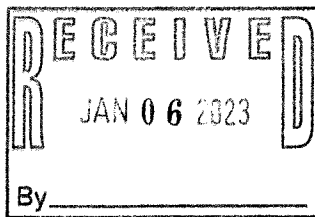
Invoice ID: PAL_003

Invoice Amount: \$15,000.00

Unreleased

Amount Paid: \$0.00

| Items | Cost Types | Description | Qty/Unit | Unit Cost | Price |
|--------------------------------------|-------------------|---|----------|-------------|-------------|
| Change order 1 1040 - Services | Labor Material | Change order to include: Additional Electrical items (Not including the Yoga room lighting), HVAC pipe for the dryer vent, Door for the hall storage room, Door hardware, Framing and drywall for the hall storage room, Trim carpentry, Painting, flooring and install in Erin's office, self leveler, Plumbing for Washer | 1.00 | \$15,000.00 | \$15,000.00 |



SWEET WATER

10

33 600 131.1 10000

Description of Invoice

*ALLOWANCE : means that this is a estimate and could be higher or lower based upon job environment. Subject to change.

1. BUYER'S RIGHT TO CANCEL (Florida Statutes § 501.031) This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment. DEPOSITS. All deposits are non-refundable

2. PAYMENT. All payments are due on billing. Final payment is due upon completion of the work or issued certificate of occupancy. If Purchaser fails to make any payment, all warranties will be void.

3. CHANGES: Any alteration or deviation from specifications involving extra costs or changed/extra work will be performed only upon a signed written change order and will become an extra charge. Invision Construction requires full payment in advance from Purchaser for change orders as a condition for performing the changes. all change orders will be marked up 20% to cover invisions' operation costs.

4. CONTRACT TIME: All dates for completion of the work are estimates. Invision Construction is not responsible for delays due to weather conditions; Supply chain difficulties; labor difficulties; accidents; availability of materials; circumstances beyond our control. Invision Construction's time for performance is not of the essence. Purchaser shall not be entitled to damages for delays.

5. LIMITATION OF LIABILITY. InVision's liability for damages to purchaser relating to or arising out of the performance or non-performance of the work, or for any cause whatsoever, and regardless of the form of the action, whether in contract or in tort including negligence, shall be limited to the contract price. The foregoing limitation of liability will not apply to claims for personal injury caused solely by InVision's negligence. Invision shall not be liable to purchaser or any person claiming through or against purchaser for any special, indirect or consequential damages (including lost profits, revenues, business opportunities or interruption of business) resulting from or arising out of performance, delay in or failure of the same. Even if purchaser has been advised of the possibility of such damages.

6. ATTORNEYS' FEES & COSTS/ VENUE / GOVERNING LAW. Purchaser agrees to pay reasonable attorney's fees and costs in the event an attorney is required to represent InVision for any reason related to the contract, through appeal, including all costs of collections. This contract shall be construed according to the laws of the State of Florida, and the exclusive venue for any dispute shall be a court of competent jurisdiction in St. Johns County, Florida.

7 RISK OF LOSS. Purchaser shall be responsible and bear the risk of loss to any material or equipment once delivered to the Project.

8. REMEDIES. In the event Purchaser fails to pay any amount due and owing hereunder and/or fails to perform any obligation hereunder, InVision shall have the right to exercise one or more of the following remedies: (a) recover the balance of all amounts due hereunder including interest on all unpaid sums; (b) recover InVision's anticipated lost profits on all work on yet performed; (c) enter the premises where the equipment might be located and take possession of the equipment and retain all prior payments as partial compensation for its use and depreciation; (d) incur collection and legal expenses (including attorney's fees and costs in exercising any of its rights and remedies upon default; (e) suspend work and remove its equipment from the project; and/or (f) pursue any other remedy permitted by law.

D.

1.

5/4/2023

Sweetwater Creek

Community Development District

Field Operations Report



Paul Stratton

FIELD OPERATIONS MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Sweetwater Creek
Community Development District

Field Operations Report
May 4, 2023

To: The Board of Supervisors

From: Paul Stratton
Field Operations Manager

RE: Sweetwater Creek Operations Report – May 4, 2023

The following is a summary of items related to the field operations and maintenance management of Sweetwater Creek CDD.

Completed Items



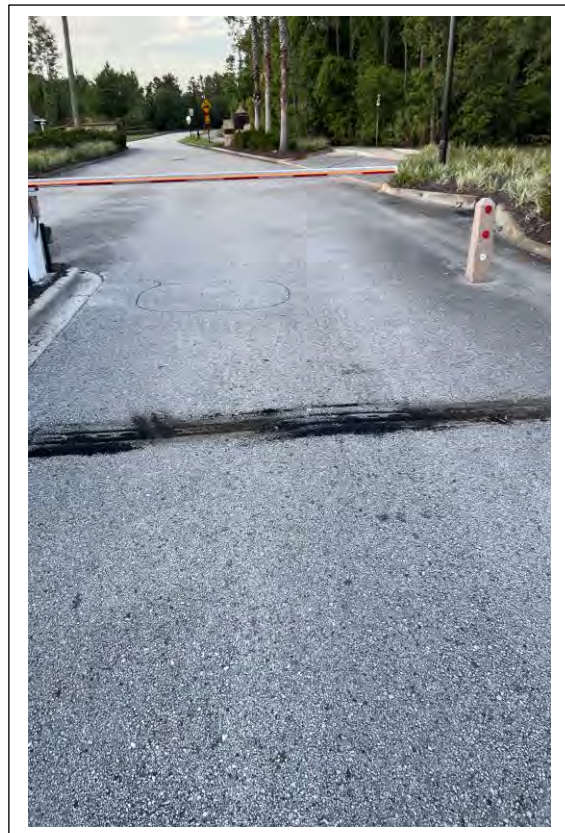
Pantano Vista Way Fountain
Repaired

Completed Items



Replaced 40 Gallon Irrigation
Bladder Tank

Completed Items



Removed speed bumps at the Las Calinas entrance gates.

Completed Items



Leaking Irrigation Box
Repaired

Completed Items



Repaired or replaced
several more lights at the
park.

Project in Progress



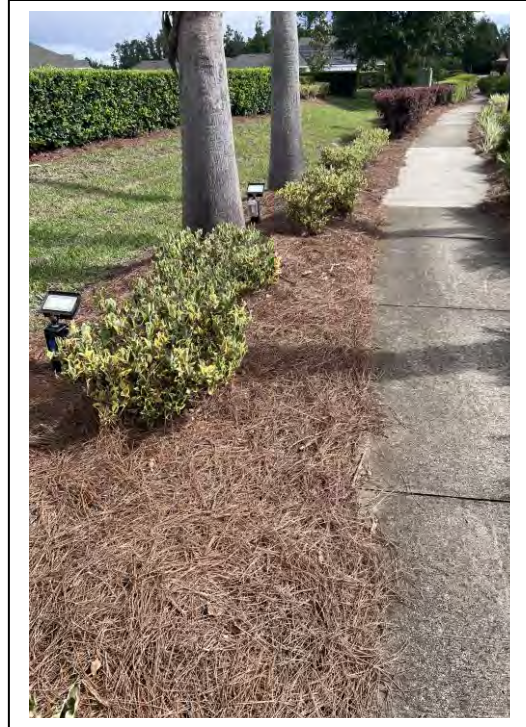
Painting light and sign poles
throughout the district

Projects in Progress



Installing metal lock boxes over
the Smart Controllers.

Projects in Progress



Installing Pine Straw Throughout

Conclusion

For any questions or comments regarding the above information or for any future maintenance requests and concerns please contact:

pstratton@rmsnf.com

Respectfully,

Paul Stratton
Riverside Management Services



Action Items Report

| Sweetwater Creek CDD | | | |
|---|--------------|----------|--|
| Action Items Reported on by: | | | Paul Stratton |
| | | | |
| Action Items | Date | Initials | Comments |
| Envera serviced visitor entrance gate. Adjusted programming and ran test | 3/30/23 | PS | will continue to monitor for malfunctions |
| Met with painter (quote for poles and mailboxes) | 4/3/23 | PS | Certa Pro Painters/received quote |
| Contacted Duvall (tree removal) | 4/3/23 | PS | 3 Pines@22 Medio/ Fallen tree at Rio Del Norte |
| Contacted FWL regarding 2 nuisance gators at Rio Del Norte | 4/5/23 | PS | gators removed by permitted trapper |
| Contacted Brightview (Pond Maint) | 4/5/23 | PS | resident complaint (resolved) |
| Install cabinets to protect the new irrigation controllers. | In progress | PS | Ordered the controller cabinets and began installing over the irrigation controllers |
| Painting the decorative street light poles. | On going | PS | Prepping and painting the light pole throughout Sweetwater. |
| Removed speed bumps at Las Calinas Entrance/Exit | 4/6/23 | PS | per board request |
| The barrier gates continue to get hit and/or malfunction | On Going | PS | They have been repaired/ongoing issue |
| New parks, basketball court and dog park | 1/30/23 | PS | Working with Mr. Usina and several contractors for proposals |
| Met pressure washer (quote) curbing and side walks | 4/12/23 | PS | 1of 3 quotes for curb and sidewalk cleaning |
| pine straw being installed | | PS | Duval Landscaping |
| repaired dog pot on Las Calinas | 4/13/23 | PS | general maint |
| treated ant mounds on Brasilla | 4/13/23 | PS | general maint |
| met with painter (quote for poles and mailboxes) | 4/17/23 | PS | IBIS Painters |
| treated for termites 3038 Las Calinas | 4/18/23 | PS | treated tree stump for termites |
| Worked on quotes for damaged monument | 3/9/23 | PS | will move forward with direction |
| Onda Park drainage issue | 4/19/23 | PS | met with Engineer and Duval Landscaping |
| irrigation tank replaced on Las Calinas | 4/19/23 | PS | leaking tank replaced |
| pad lock install | 4/5/23 | PS | breaker panel (Onda Park) & maint trail |
| barrier arms in open position | 4/14/23 | PS | reset modem (storm caused outage) |
| empty all trash receptacles, empty and replenish all dog waste stations, gather all roadway and lake trash, inspect all grounds | Daily Weekly | PS | perform all general maint duties as needed |
| contacted FPL (strobing light) | | PS | work orders submitted |
| Evera replaced exit barrier arm LED's | 4/19/23 | PS | work completed |
| | | | |

2.



Duval Asphalt Products, Inc.
7544 Phillips Highway
Jacksonville, FL 32256
(904) 296-2020
(904) 296-6574 fax



PROPOSAL: Palencia North Sweetwater CDD

| | |
|------------|------------------|
| To: | Property: |
|------------|------------------|

Riverside Management Services, LLC

9655 Florida Mining Blvd.

Bldg 300 - suite 305

Jacksonville, fl 32257

Phone: (904) 288-7667

Las Calinas Blvd Batter Sea Drive

Esmeralda Road

St Augsutine, FL 32095

| | | | |
|------------------------|--------------|----------------------|---------------------------|
| Proposal Date: | Apr 25, 2023 | Quote ID: | QUO-01953-S3Q5K1 (Rev. 0) |
| Effective From: | 4/25/2023 | Effective To: | 5/25/2023 |

| Line No. | Product | Price | Approval (your initials) |
|----------|---|-------------|-----------------------------|
| 10 | Asphalt Mill and Pave Approx. 8350 Sq Ft @ \$2.72 / Sq Ft Mill 1" asphalt and haul off site. Broom sweep and apply tack. Install 1" SP 9.5 asphalt. Price includes 2 sections and 4 manhole repairs. Add \$2,650.00 for 1.5" mill and pave.(Recommended) Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote. | \$22,721.33 | |

Drainage is not implied or guaranteed by this quote. It is understood that Duval Asphalt will receive compensation for any drainage related work. This quote is figured without adding money for rework of areas lacking sufficient pitch to allow for drainage. As a contingency, \$450 per hour with a 4 hour minimum should be factored for drainage adjustment. 2%, or greater, prevailing pitch is required for complete drainage.

Prime is \$.65 per SY with a 1,500 SY minimum per mob. Anything under 1,500 SY is \$4.75 per GI for material plus a \$500 mob. All Prime is scheduled thru Allen Shirley at (904) 219-7447.

| | |
|--|--------------------|
| Estimated Total (assuming all line items) | \$22,721.33 |
|--|--------------------|

The terms contained in Exhibit A are hereby fully incorporated by reference into this proposal

THIS CONTRACT IS CONTINGENT ONLY UPON CREDIT APPROVAL BY DUVAL ASPHALT PRODUCTS.

TERMS - NET 30 DAYS ANY PAYMENTS NOT RECEIVED BY THAT TIME SHALL BEAR INTEREST AT THE RATE OF 1 1/2 % PER MONTH, AND CUSTOMER ALSO AGREE TO PAY DUVAL ASPHALT PRODUCTS, INC. COST AND EXPENSES OF COLLECTION, FOR ANY BREACH OF THIS PROPOSAL, INCLUDING REASONABLE ATTORNEYS FEES WHETHER OR NOT A SUIT IS FILED. NO RETAINAGE IS TO BE WITHHELD FROM PAYMENTS DUE FROM THIS CONTRACT. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE AT THE OFFICES OF DUVAL ASPHALT PRODUCTS, INC. OR BY MAIL.

ACCEPTANCE OF PROPOSAL - THE ABOVE OR ATTACHED PRICES AND SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

RESPECTFULLY SUBMITTED,

Duval Asphalt Products, Inc.

Jason Webb

E-mail: jwebb@duvalasphalt.com

ACCEPTED BY:

Signature _____

Name _____

Title _____

Date _____

Exhibit A

1. ALL WORK IS GUARANTEED TO BE INSTALLED AS SPECIFIED. DUVAL ASPHALT PRODUCTS, INC WARRANTIES THE INSTALLATION OF PAVEMENT/SEALCOATING AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR (1) YEAR FROM DATE OF COMPLETION.
 2. ASPHALT IS A FLEXIBLE PAVEMENT, UNLESS OTHERWISE NOTED, DUVAL ASPHALT DOES NOT GUARANTEE AGAINST PONDING WATER OR MAKE PROVISIONS FOR THE REPAIR OF SUCH AREAS, UNDER THIS CONTRACT.
 3. DUVAL ASPHALT REQUIRES THAT A REPRESENTATIVE OF YOUR COMPANY BE ON-SITE DURING PROJECT OPERATIONS IN ORDER TO RESOLVE ANY RELATED ISSUES.
 4. CHANGES TO CONTRACT QUANTITY IN EXCESS OF 10 PERCENT (10%), WILL RESULT IN ADJUSTMENT OF UNIT PRICES. ANY CHANGE TO ORIGINAL CONTRACT MUST BE APPROVED BY CHANGE ORDER FROM OWNER BEFORE WORK IS TO BE PERFORMED.
 5. PERMITS, BONDS, TESTING AND LAYOUT BY OTHERS.
 6. DUMPSTERS MUST BE REMOVED FROM PAVEMENT SURFACE AND SPRINKLER SYSTEMS TURNED OFF 24 HOURS PRIOR TO START OF PROJECT.
 7. QUOTE BASED ON ONE (1) MOBILIZATION, CHANGES MADE TO ORIGINAL CONTRACT RESULTING IN ADDITIONAL MOBILIZATIONS, WILL BE BILLED AT \$ 2,500.00 PER MOBILIZATION.
 8. ANY DELAY OR CHANGE IN SCHEDULE BY OWNER OR OWNER'S REPRESENTATIVE AFTER DUVAL ASPHALT HAS MOBILIZED ON SITE, SUCH AS BASE NOT BEING READY OR WET PAVEMENT DUE TO SPRINKLER SYSTEM BEING LEFT ON, WILL RESULT IN A RE-MOBILIZATION CHARGE OF \$ 2,500 FOR PAVING AND \$ 900.00 FOR SEALCOATING.
 9. AT LEAST TWO WEEKS NOTICE WILL BE REQUIRED, PRIOR TO START OF PROJECT, TO SCHEDULE JOB. IT IS UNDERSTOOD THAT THE SCHEDULE IS SUBJECT TO CHANGE DUE TO INCLEMENT WEATHER.
 10. ANY DAMAGE TO OUR WORK WILL BE REPAIRED ON A COST PLUS 20% BASIS.
 11. DUVAL ASPHALT WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES CAUSED BY THE NORMAL PROSECUTION OF OUR WORK.
 12. INSTALLATION OF NEW ASPHALT SURFACES WILL NOT PREVENT THE OCCURRENCES OF REFLECTIVE CRACKING; NO WARRANTY IS STATED OR IMPLIED.
 13. ADEQUATE CURING PERIOD MUST BE ALLOWED IN ORDER TO MINIMIZE SCUFFING AND TEARING.
 14. SCUFFING AND TEARING OF THE ASPHALT WILL OCCUR IN THE HOT SUMMER MONTHS, NO WARRANTY IS STATED OR IMPLIED TO FIX THESE AREAS.
 15. DUVAL ASPHALT DOES NOT GUARANTEE AGAINST SURFACE DEFECTS (i.e. CRACKING, PONDING, SETTLING, ETC.) RESULTING FROM BASE INSTALLED BY OTHERS.
 16. DUVAL ASPHALT RECOMMENDS THE REMOVAL AND REPLACEMENT OF OIL SATURATED SPOTS AND OTHER SOLVENT DETERIORATED ASPHALT. DUVAL ASPHALT DOES NOT GUARANTEE SEALCOAT ADHESION TO RAISED AND EXPOSED AGGREGATE, PAVEMENTS WITH COQUINA SHELL, CONCRETE, AREAS WITH SPILLED MORTAR OR OTHER FILMS OR COATINGS, EXTREMELY DIRTY AREAS, AREAS CONTAINING MOLD OR MILDEW.
 17. SEALED AREAS SHALL BE BARRICADED TO ALL TRAFFIC. DUVAL ASPHALT WILL NOT BE RESPONSIBLE FOR DAMAGES TO SEALED AREAS, SIDEWALKS, OR TRACKING OF SEALER ON CARPETS DUE TO FOOT AND/OR VEHICLE TRAFFIC CROSSING BARRICADED AREAS. BARRICADES MAY BE OPENED TO TRAFFIC IN NO LESS THAN 24 HOURS AFTER APPLICATION.
 18. COST OF TOWING VEHICLES TO BE THE RESPONSIBILITY OF OWNER OR MANAGEMENT. THERE WILL BE A DELAY CHARGE OF \$250.00 PER HOUR PLUS TRUCKING AFTER 8:30 AM WHILE PARKED CARS AND/ OR OBJECTS ARE OBSTRUCTING WORK AREA.
 19. THE REMOVAL OF UNSUITABLE MATERIAL SUCH AS MUCK, MARL, CLAY, ORGANIC MATERIAL, SAND, ETC. OR THE REPLACEMENT OF CLEAN FILL, AND THE REMOVAL OF VEGETATION IS NOT INCLUDED IN THIS CONTRACT UNLESS OTHERWISE STATED.
 20. QUOTE BASED ON NORMAL NON-UNION WAGE RATES.
 21. NO PAYROLL TRANSCRIPTS REQUIRED.
 22. SAWCUTTING NOT INCLUDED UNLESS OTHERWISE MENTIONED IN PROPOSAL.
 23. FINAL PAYMENT BASED ON IN-PLACE MEASUREMENT UNLESS OTHERWISE STATED AS "TOTAL INVESTMENT".
 24. MAINTENANCE OF TRAFFIC BY OTHERS.
 25. STRIPING TO BE REPLACED BY OTHERS UNLESS OTHERWISE STATED.
 26. NO RETAINAGE TO BE WITHHELD FROM PAYMENTS DUE UNDER THIS CONTRACT.
 27. CONTRACTS ARE BID AT SPECIFIED THICKNESS, ADDITIONAL MATERIAL NEEDED TO COMPLETE PROJECT DUE TO CURB BEING CUT TOO DEEP, BASE NOT SMOOTH & LEVEL, OR UNFORESEEN PROBLEMS WILL BE BILLED ACCORDING TO CONTRACT.
 28. SHOULD CUSTOMER CANCEL THIS CONTRACT BEFORE WORK BEGINS, THE PARTIES AGREE THAT 20% OF THE PROPOSED CONTRACT PRICE WILL BE PAYABLE TO DUVAL ASPHALT AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY) REPRESENTING THE REASONABLE ADMINISTRATION EXPENSES INCURRED ON THE PROJECT AND LOST PROFIT.
 29. DUVAL ASPHALT PRODUCTS, INC. IS AN EQUAL OPPORTUNITY EMPLOYER IN ACCORDANCE WITH 41CFR 60-4.3(a), 60-250.4(m), 60-741.4(f) and 61.250
 30. IF DURING NORMAL PROCEDURES FOR COMPLETION OF PROPOSED SCOPE, INADEQUATE BASE IS DISCOVERED, THE CUSTOMER MAY ELECT TO PROCEED VOIDING WARRANTY IN AFFECTED AREA AND INCURRING NO ADDITIONAL COST, OR MAY ELECT TO TAKE CORRECTIVE ACTION. CORRECTIVE ACTION WILL BE DETERMINED ON A CASE BY CASE BASIS AND WILL RESULT IN ADDITIONAL COST FOR MATERIAL AND LABOR. DUVAL ASPHALT CANNOT / WILL NOT BE HELD RESPONSIBLE FOR CRACKING, PONDING OF WATER, HIGH / LOW AREAS OR ROUGH TEXTURED ASPHALT IN SAID AREAS.
 31. This quote assumes no testing will be performed and no DOT, or DOT style specifications will be required. DOT specifications cannot be achieved on any projects outside of DOT roadways built entirely with DOT approved processes and materials.
- IT IS ANTICIPATED THAT, WHEN RESURFACING PAVEMENTS CONSTRUCTED WITH AN INVERTED CROWN, SOME ROLLER MARKING WILL BE VISIBLE IN THE FINISHED SURFACE.

Agreed: _____ (please initial) Date: _____

Job Information Sheet

(Please complete entirely with addresses and phone numbers)

____ Private (not bonded)
____ Bonded Private or State (bonded by general contractor)
____ Federal Work (Miller Act)

ATTACH NOTICE OF COMMENCEMENT

(If one has been recorded)

Project Name: Palencia North Sweetwater CDD
Address: Las Calinas Blvd Batter Sea Drive Esmeralda Road St Augsutine FL 32095
Description (if available): Lot: _____ Block: _____ OR Book: _____
Page: _____ Township: _____ Range _____ County _____

Your Company Name: Riverside Management Services, LLC
Address: 9655 Florida Mining Blvd. Bldg 300 - suite 305
City: Jacksonville State: fl Zip: 32257
Phone #: (904) 288-7667

General Contractor: _____
Address: _____
Phone #: _____

Name of Company your Contract is with: _____
Address: _____
Phone #: _____

Property Owner: _____
Address: _____
Phone #: _____

Bonding Company and/or Bond Agent: _____
Address: _____
Phone #: _____

Bank Name or Funding Source: _____
Address: _____
Contact Name: _____ Phone #: _____

Contract Amount: _____ RETAINAGE: _____ %

3.

4-6ft benches
total \$4,080



H-8720

PLAZA BENCHES

DELUXE

Sturdy and durable. For schools and recreational areas.

- Recycled plastic planks never need sealing, painting or staining.
- Smooth, contoured seat and backrest.
- Rust resistant, powder-coated aluminum frame.
- Mounting hardware included.

PLAZA BENCHES

Cedar
 Green
 Gray
 Brown

| MODEL NO. | DESCRIPTION | SIZE L x W x H | WT. (LBS.) | PRICE EACH | | ADD TO CART |
|--------------------------|----------------|-------------------|---------------|------------|---------|-------------------------------|
| | | | | 1 | 3+ | |
| H-4337* | 6' Metal Frame | 72 x 24 x 30" | 150 | \$1,055 | \$1,020 | Specify Color |
| ■ H-8720 | 8' Metal Frame | 96 x 24 x 30" | 210 | 1,450 | 1,395 | Specify Color |

*Also available in green

■ SHIPS UNASSEMBLED VIA MOTOR FREIGHT

[EMAIL US](#)[877-393-8609](tel:877-393-8609)[ALL CATEGORIES ▾](#)[PARK BENCHES ▾](#)[BIKE RACKS ▾](#)[PICNIC TABLES ▾](#)[TRASH RECEPTACLES ▾](#)[DOG PARK ▾](#)[BLEACHERS ▾](#)[CART !\[\]\(b792654f2cef9719eabeb6c5be00811e_img.jpg\)](#)

4

SHOPPING CART > CHECKOUT DETAILS > ORDER COMPLETE

PRODUCT

PRICE

QUANTITY

TOTAL



ACBE1-4 Heritage Recycled
Plastic Bench

LENGTH: 6FT
CONFIGURATION:
INCLUDE CENTER ARMREST
COLOR: CEDAR SLATS
FRAME COLOR: BLACK FRAME

~~\$1,358.00~~**\$1,342.38**

-

4

+

\$5,369.53[← CONTINUE SHOPPING](#)[UPDATE CART](#)

CART TOTALS

Subtotal **\$5,369.53**

Shipping [Calculate shipping](#)

Tax **\$0.00**

Total **\$5,369.53**

[PROCEED TO CHECKOUT](#)

E.

April 21, 2023

Sweetwater Creek Community Development District
Attn: Courtney Hogge, Recording Secretary
475 West Town Place, Ste. 114
St. Augustine, FL 32092

Dear Ms. Hogge:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Sweetwater Creek CDD

1561 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2023.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/db

FIFTH ORDER OF BUSINESS

A.



April 24, 2023

Att: Jim Oliver
Sweetwater Creek CDD Palencia Fitness Center
1879 N Loop Pkwy
St. Augustine, FL. 32095

Please call 800-331-1723 or send email to info@courtsurfacesfla.com should you have any questions.

Following are the specifications price to build four new asphalt Pickleball courts with fence, lighting and windscreen. **(Lighting information and Windscreen pricing at bottom as Add-On)** at Sweetwater Creek Palencia, St. Augustine, FL. *No shade structures in this quote.* Courts have good access for equipment and there is water on site. **Water lines or conduit to center court by others, will have to be coordinated installation with Court Surfaces asphalt install.**

Scope of Work
New build – Four Pickleball Courts– Asphalt
(130' x 58') 7,540 sq ft
With two (10' x 20') side wings 400 sq ft

1. **Mobilization to site**
2. **Clearing** – (if necessary) All vegetation and root systems (including organic overburden) will be stripped from the site. Area cleared will be a few feet larger than finished dimensions.
3. **Strip grass** – Area for new court (130' x 58', 7,540 sq ft). With two 10' x 20' wings.
4. **Grade Ground** – The site will be excavated, filled and compacted so as to provide the desired finished subgrade elevations and slope of 1" in 10' in one plane across the court. DOES NOT INCLUDE ADDITIONAL FILL, IF REQUIRED.
5. **Install 6" Base Course** – A base course of lime rock having an average thickness of 6" shall be placed on the subgrade and properly graded and compacted following a 1" in 10' slope.
6. **Laser grade and roll for compaction**
7. **Asphalt** – A one and one-half (1 ½) inch thick surface course of 9.5 super pave virgin asphalt shall be placed over the base course. *(The paved area will be several inches larger than finished asphalt dimensions so that all sides of the courts can be sawed to straight and square edges with an asphalt saw.)*



8. **Saw Cut** – Courts will be saw cut along perimeter edge.
9. **Fence** – 10' fence with interior divider fence will be installed according to specifications.
10. **Electronic gate entry pad** with electrical outlets at shade structure sites priced with lights Add-On at bottom.
11. **Windscreen size choice, 6' and 9' is priced at bottom as Add-On option.**
12. **Equipment** – Provide and Install four (4) sets of pickleball nets and net posts.
13. **Dig and set net posts** sleeves in concrete.
14. **Prep** – Scrape and pressure wash the court's surface of all dirt, debris and loose material.
15. **Sanding** – Machine sand the surface of court as necessary to smooth and repair any uneven areas.
16. **Patching** – Using outdoor court grade patch compounds:
 - a) One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.
 - b) Cover and fill any rough areas of asphalt.
 - c) The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
 - d) Light sanding on edges to smooth down.
17. **Leveling Course** – Apply two coats of sand – acrylic resurfacer mix over the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
18. **Texture and Finish Courses** – Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
19. **Finished colors** – Two colors will be owner's choice of any manufacturer's standard colors.
20. **Lines** – Paint four (4) sets of regulation two-inch-wide white playing lines.
21. **Clean-up** – Remove all excess materials and debris from the job after completion of the work.



Pricing
New build – Four Pickleball Courts– Asphalt
(130' x 58') 7,540 sq ft
With two (10' x 20') side wings 400 sq ft

The total price for the above outlined work is **\$119,760.00**, payable in three draws:

| | |
|---|--------------|
| First Draw: Due upon acceptance | \$ 39,920.00 |
| Second Draw: Due upon completion of Asphalt | \$ 39,920.00 |
| Final Draw: Due upon completion of job | \$ 39,920.00 |

This Price is good for thirty (30) days.

ACCEPTED BY: _____ Court Surfaces

For: _____
Bryan McMandon
Managing Member

By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.

Add-On #1 – Approx. 436' of 6' or 9' Windscreen –black windscreen with cut vents. (Exact measurements are needed before ordering.) Extra 12' WS according to specifications.

6' WS - Add **\$3,975.00** for Add-On #1. _____

9' WS - Add **\$5,775.00** for Add-On #1. _____

Add-On #2 – 8 poles and LED light fixtures installed with 3 - electrical outlets to shade structure areas and electronic gate pad per customers' specifications. (All specifications on lighting priced available)

Add **\$78,500.00** for Add-On #2. _____



Terms and Conditions

Scope of Work. The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, Court Surfaces. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and may be subject to further negotiations, agreement and pricing between both parties prior to work being done. The attached scope of work is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.

Damages/Delays. Court Surfaces agrees to perform, conduct, handle and maintain a professional manner, service, and workmanship. Court Surfaces will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, cables, lines pipes, irrigation and or landscaping. These areas should be properly surveyed and marked prior to our arrival (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.

Permitting. Permitting, Testing, Surveys, Engineer's Drawings are not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.

Warranty. All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.

Exception to warranty. Any of the cracks in existing court's surface and / or any new cracks/blisters may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Court Surfaces is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, etc.

Payment. Payments are due upon receipt unless otherwise stated in writing. Payments over 30 days past due are subject to late fees outlined below:

30 days after Completion date OF 2.5% applied to bill balance

60 days after Completion date OF 5% applied to bill balance

90 Days after Completion date OF 7% applied to bill balance

120 days after Completion date OF 10% applied to bill balance

At 90 days liens will be placed on said property and WILL NOT BE RELEASED UNTILL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED.

Failure to pay on time will result in the forfeiture of Warranty.



Work Site. *Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of Court Surfaces and will result in an additional charge if further repairs are necessary as a result. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism etc.*

Irrigation. *Direct irrigation will cause damage to surfacing. It is required that any irrigation that directly contacts the court(s) be disabled for the duration of the job.*

Weather. *Our work schedule is weather dependent, and we will likely not be on the jobsite from 9:00 to 5:00. While we will make every effort to finish your job in a reasonable amount of time, there may be days we are not able to work due to the weather or other scheduling conflicts. Please set these expectations with all stakeholders in advance.*

Landscaping. *All landscaping work is the responsibility of the customer. While we will do our best to minimize our impact on the surrounding area, landscaping, grass, plants, hedges, etc may be damaged during the job. Court surfaces is not responsible for damage done to existing landscaping or adding landscaping around new construction.*

Cancellation. *Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$3,500.00/new construction or \$1,000.00/surfacing charge will be paid to Court Surfaces as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to Court Surfaces work schedule.*

Entrance/Exit. *Please note that we will take caution to try to protect concrete, asphalt or material that is used for entrance or exit points however with weight of construction equipment it is not a guarantee that damage will not occur. Court Surfaces will not be responsible for these damages. Broken areas will be a separate charge to repair or replace at a minimum per square ft. We are not responsible to damage to construction entrance or exits.*

Change Orders. *All Change Orders will be discussed by all parties and signed upon before changes can be made.*

Digging and Setting Sleeves. *Quote assumes digging and setting of sleeves will be in normal tennis spec asphalt/limerock. There will be an additional charge if we have to dig through multiple layers of asphalt or rebar or any other material that requires more time.*

Remobilization. *Our remobilization fee is \$1,500.00.*

HOFFMAN COMMERCIAL CONSTRUCTION

SCHEDULE OF VALUES

PALENCIA PICKLEBALL COURTS
PALENCIA FITNESS CENTER
JACKSONVILLE, FLORIDA
BID DATE- 4/2/20

HOFFMAN
 Commercial Construction, LLC

| ITEM | ITEM DESCRIPTION | COST ESTIMATE |
|-----------------------------|--|----------------|
| | GENERAL CONDITIONS | 63,210 |
| | GENERAL REQUIREMENTS (DUMPSTERS, EQUIPMENT | 14,200 |
| | MOBILIZATION | 8,200 |
| | PREVENTATION, CONTROLS AND ABATEMENT OF EROSION | 2,100 |
| | STORMWATER POLLUTION PREVENTION PLAN | 200 |
| | CLEARING AND GRUBBING | 20,700 |
| | EARTHWORKS | 29,100 |
| | STORM DRAINAGE | 73,600 |
| | PAVING AND DRAINAGE AS-BUILTS | 2,400 |
| | RETAINING WALL | 17,000 |
| | PICKLEBALL COURTS | 115,300 |
| | SEED AND MULCH | 4,000 |
| | FENCING WITH 6' HIGH WINDSCREEN | 38,500 |
| | CONCRETE SIDEWALKS AND FOUNDATIONS FOR CANOPIES | 11,700 |
| | IRRIGATION REPAIRS, SLEEVES AND CONDUITS WITH AS-BUILT | 800 |
| | COURT SHADE STRUCTURE (3) | 20,000 |
| | PLUMBING | 2,900 |
| | ELECTRICAL-COURT LIGHTING AND RECEPTACLES-ALLOWANCE | 78,000 |
| | BUILDERS RISK INSURANCE | 1,500 |
| | BUILDING PERMIT | 1,300 |
| | PERFORMANCE GUARANTEE BOND | 8,800 |
| | 10% OVERHEAD & PROFIT | 50,200 |
| TOTAL OFFER BASE BID | | 500,010 |

ALTERNATE BID TIES

ALTERNATE BID - RELOCATE/ REPLACE EXISTING TREES ADD \$16,000

OPTIONS BIDS

1. ELECTRIC OUTDOOR FAN AT 3 CABINETS WITH ONE HOUR TIMER ADD \$3,000
2. COURTS HAVE 4 CAMERAS PLACED ON LIGHT POLES TO RELAY VIDEO. ADD \$ 00 BID
3. GRAVEL PARKING AREA NEXT TO SPACE IN MAIN PARKING. ADD \$ 00 BID
4. INSTALL FENCE AND SOUND ABATEMENT TREATMENT AROUND EXISTING A.C. UNITS. ADD \$5,800.
5. INSTALL SOUND ABATEMENT MATERIAL ON THE NORTH & EAST SIDES OF PICKLEBALL COURT FENCE. ADD \$ 10,000
6. COURTS TO GET A EMERGENCY EXIT GATE WITH AUDIBLE ALARM, ADD \$ 5,200
7. OPTIONAL FURNITURE.
 TOTAL EIGHT CHAIRS, AND TWO ROUND TABLES AT EACH CANOPIES. ADD \$7,000
 TOTAL EIGHT CHAIRS, AND TWO TABLES AT CENTER CANOPY. ADD \$7,000

**CIVIL SITE SPECIFICATIONS
CONSTRUCTION SERVICES FOR
PALENCIA FITNESS CENTER
PICKLEBALL COURT ADDITION
CIVIL SITEWORK**

DUE TO:

**SWEETWATER CREEK
COMMUNITY
DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA**

DISTRICT ENGINEER:



Engineers – Planners – Surveyors – Landscape Architects
14775 Old St. Augustine Road
Jacksonville, Florida 32258
Certificate of Authorization Number: 2584

Date Issued: April 1, 2023
ETM Job Number: E 05-010-22

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR PALENCIA FITNESS CENTER
PICKLEBALL COURTS ADDITION - CIVIL SITE WORK
PART III. PROPOSAL FORM – (H) AFFIDAVIT REGARDING PROPOSAL**

STATE OF Florida
COUNTY OF Duval

To: Sweetwater Creek Community Development District
C/O England-Thims & Miller, Inc
14775 Old St. Augustine Road
Jacksonville, FL 32258

DUE BY:

From: Hoffman Commercial Construction LLC (Name)
6919 Distribution Ave S. Unit #5 (Address)
Jacksonville, FL 32256
904-759-3211 / 904-271-2350 (Phone/Fax)
phoffman@hoffmancommercial.com (Email)

In response to your Request for Proposals, the undersigned hereby submits our Proposal for construction of the Palencia Fitness Center Addition Civil Site Work including all work necessary to install a complete fitness center addition, including but not limited to clearing, earthwork, paving, drainage and utilities as shown on the Engineering Plans prepared by England-Thims & Miller, Inc. Revised Date August 5, 2023. (“Engineering Plans”) and the Geotechnical Reports prepared by ECS Florida, LLC, ECS Project Number: (35:22144 dated: 07-13-22), and in accordance with St. Johns County, St. Johns County Utility Department and FDOT Standards and Specifications and the St. Johns River Water Management District permit, ACOE Permit, FDEP and NPDES Permits. No qualified or partial bids will be accepted.

The Schedule of Values must be filled out by the proposer and this information must be submitted electronically by the Proposer in Excel format. The Schedule of Values for the Work shall include quantities and prices of items derived by the Proposer’s aggregating the Total Lump Sum Price. The Proposer may add line items in the excel form if additional items are required for the schedule of values.

The undersigned Proposer has examined the entire Project Manual including, but not limited to the Contract Documents, Plans and Specifications and all Addenda, and is acquainted with and fully understands the extent and character of the Work covered by this Project Manual and the specified requirements for the Work. Further, the Proposer has examined the work site and is fully informed as to conditions at this site.

The undersigned Proposer certifies that no officer or agent of the Sweetwater Creek Community Development District is directly or indirectly interested in this Bid.

The undersigned Proposer states that this Proposal is made in conformity with the Contract Documents and agrees that in case of any discrepancy or differences between any condition of the Proposal and those of the Contract Documents, the provisions of the latter shall prevail.

Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from that date of the Proposal opening, and if awarded a contract on the basis of this Bid, or a portion thereof, to enter into and execute the standard form of agreement and conditions in substantially the form included in Project Manual. Further the Contractor warrants the pricing provided in the Proposal shall remain valid and binding for the term of the agreement and not subject to escalation, including for gasoline, labor or material price increases.

The undersigned acknowledges that the District reserves the right to reject any and all bids, make modifications to the work, award the contract in whole or in part with or without cause to one Proposer or separate responsive Proposers, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Bid, if it determines in its discretion that it is in the District's best interests to do so.

Schedule - Time is of the essence for the construction of this project. The Proposer shall prepare a Proposal based on a construction schedule submitted by the Proposer. The Proposer's shall submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This schedule will be used in the Proposal Evaluation and shall include Substantial Completion and Final Acceptance of the improvements from the Owner and all permitting agencies with jurisdiction over the Work. The Proposers shall provide a Project Schedule which reflects the Proposer's best effort and understanding of the Work (**Base Schedule**). **This schedule shall also include milestones so as to allow the owner to evaluate and monitor progress and shall include but not be limited to the following items:**

- | | |
|---|---|
| A. Water and Sewer Shop Drawings | O. Concrete Sidewalk |
| B. Utility Pre-Construction Meeting | P. Machine Dressing |
| C. Mobilization and Site Prep | Q. Seeding and Grassing |
| D. Clearing and Grubbing | R. Water, and Sewer Asbuilts |
| E. Erosion Control Installation | S. Final Inspection Water / Sewer |
| F. Rough Grading | T. FDEP Water and Sewer submittals |
| G. Fine Grading | U. Punch List Water / Sewer |
| H. Sewer System Installation | V. Final Acceptance SJCUD |
| I. Water System installation | W. Paving and Drainage Asbuilts |
| J. Storm Drainage Installation | X. Final Inspection Paving and Drainage |
| K. Subgrade Preparation | Y. Punch List Paving and Drainage |
| L. Sleeving installation | Z. Final Completion and Acceptance by SJC |
| M. Electrical Installation (by others) | AA.Substantial Completion |
| N. Pressure Testing and Bacteriological testing | |

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Hoffman Commercial Construction (Proposer) and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. Proof of such authorization is attached hereto.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Sweetwater Creek Community Development District Request for Proposals FOR PALENCIA FITNESS CENTER ADDITION CIVIL SITE WORK. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

1. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents. Additionally, the Proposer acknowledges receipt of the following addenda:

- | | | |
|----|----------------------------|-----------------|
| 1. | Project Manual | _____ (Initial) |
| 2. | Plans and Specifications | _____ (Initial) |
| 3. | Geotechnical Reports (ECS) | _____ (Initial) |

The undersigned further acknowledges the receipt of the following Addendum(s):

- | | | | |
|---|-----------------------|-----------------------------|-----------------|
| ▪ | Addendum No. <u>1</u> | Dated <u>April 12, 2023</u> | _____ (Initial) |
| ▪ | Addendum No. _____ | Dated _____ | _____ (Initial) |
| ▪ | Addendum No. _____ | Dated _____ | _____ (Initial) |
| ▪ | Addendum No. _____ | Dated _____ | _____ (Initial) |
| ▪ | Addendum No. _____ | Dated _____ | _____ (Initial) |

The undersigned is including in its Proposal Submission the following:

- | | | |
|----|---|-----------------|
| 1. | Proposal Signature and Submission Statement | _____ (Initial) |
| 2. | Proposal Summary Form | _____ (Initial) |
| 3. | Schedule of Values | _____ (Initial) |
| 4. | Project Schedule* | _____ (Initial) |
| 5. | Description of Project Supervisory Team* | _____ (Initial) |
| 6. | List of Proposed Subcontractors | _____ (Initial) |
| 7. | Trench Safety Affidavit | _____ (Initial) |
| 8. | Certificate of Insurance* | _____ (Initial) |

9. Letter of Qualification for Payment & Performance Bonds* _____ (Initial)
10. Proposal Bond _____ (Initial)

***FORMS TO BE PROVIDED BY PROPOSER**

Pricing & Non-Collusion

1. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract in the form included in the Project Manual.
2. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

Agreements Regarding Records and Project Manual

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Sweetwater Creek Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.
7. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual, including but not limited to the forms of contract; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the

foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, AND/OR ADVERSE FINANCIAL CONSEQUENCES TO THE DISTRICT, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this 26th day of April, 2023.

(Corporate Seal, if applicable) Hoffman Commercial Construction, LLC
(Name of Proposer)

By: Paul Hoffman

Title: President

STATE OF Florida
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me this ____ day of _____, 2023, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

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

EXHIBIT: Attach Proof of Authorization to Sign

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR PALENCIA FITNESS CENTER
PICKLEBALL COURTS ADDITION - CIVIL SITE WORK
PART III. PROPOSAL FORM – (I) PROPOSAL SUMMARY FORM**

Part I - Base Proposal

| Item | Total |
|--|-------------------|
| 1. Mobilization | \$ 8,200 |
| 2. Prevention, Control, and Abatement of Erosion and Water Pollution | \$ 2,100 |
| 3. Storm Water Pollution Prevention Plan | \$ 200 |
| 4. Payment and Performance Bond | \$ 8,800 |
| 5. Clearing and Grubbing | \$ 20,700 |
| 6. Earthworks | \$ 29,100 |
| 7. Sidewalks | \$ 11,700 |
| 8. Storm Drainage Collection | \$ 73,600 |
| 9. Pickleball Courts | \$ 115,300 |
| 10. Paving and Drainage Asbuilts | \$ 2,400 |
| 11. Retaining Wall | \$ 17,000 |
| 12. Seed and Mulch | \$ 4,000 |
| 13. Irrigation repairs, sleeves & Conduits with As-Builts | \$ 800 |
| 14. ADDITIONAL ITEMS IN SCHEDULE OF VALUES NOT LISTED | \$ 269,810 |
| Part I - Base Proposal Total (Items 1 – 14) | \$ 563,710 |

Part II – Alternate Bid Items

| | |
|---|-----------|
| 14. Alternate Bid - Relocate / Replace existing trees | \$ 16,000 |
|---|-----------|

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR PALENCIA FITNESS CENTER
PICKLEBALL COURTS ADDITION - CIVIL SITE WORK
PART III. PROPOSAL FORM – (I) PROPOSAL SUMMARY FORM**

DESCRIPTION

PART I BASE PROPOSAL

1. MOBILIZATION

This item includes, but is not limited to all labor, equipment, materials and all cost complete to perform any site preparation necessary for operations, mobilization to start work and demobilization upon completion of the work in accordance with Contract Drawings and Specifications. This work includes, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to and from the project site and, safety equipment, first aid supplies, sanitary and other facilities as maybe required by the Proposer. This item also includes but is not limited to the costs of any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials. All pre-construction and construction survey costs and project stakeout are included in the mobilization. **This item will be paid for on a percentage of total construction complete basis**

TOTAL LUMP SUM PRICE ITEM 1:

\$ 8,200 (Numerals)
Eight thousand two hunderd (Written)

2. PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

This item includes, but is not limited to all labor, equipment, materials and all cost complete to take all measures that are required to comply with the St. Johns River Water Management District and the Florida Department of Environmental Protection water quality standards. This includes all such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes but is not limited to artificial coverings, sand bagging, slope drains (temporary), sediment basins, settling ponds, sediment basin cleanouts, rock bags, coir bales (18"x18"x36"), temporary grassing, sodding, turbidity barrier floating, turbidity barrier staked, filter barrier staked (type III), staked filter barrier (type IV), soil tracking prevention devices, plan implementation, inspection and maintenance, plastic erosion control mat, or any other measures necessary to prevent erosion from exiting the site. **Because these items must be maintained throughout the duration of the project and all measures removed prior to final completion, this item will be paid for on a percentage of total construction complete basis.**

TOTAL LUMP SUM PRICE ITEM 2:

\$ 2,100 (Numerals)
Two thousand one hundred (Written)

3. STORM WATER POLLUTION PREVENTION PLAN

This item includes, but is not limited to all labor, equipment, materials and all cost complete to accomplish the following: The Proposer shall file NOI and completion documentation with FDEP, including applicable fee, if required, and is responsible for adhering to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Proposer shall implement additional measures, as required, to ensure compliance with the NPDES requirements. This item does not include erosion controls item shown on the erosion and turbidity control plans or erosion and turbidity controls required by St. Johns County or the St. Johns River Water Management District listed in item 2. Note: Proposer shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater. **Because these items must be maintained throughout the duration of the project and all measures removed prior to final completion, this item will be paid for on a percentage of total construction complete basis.**

TOTAL LUMP SUM PRICE ITEM 3:

\$ 200 (Numerals)
Two hundred (Written)

4. PAYMENT AND PERFORMANCE BOND

This item includes but is not limited and all cost complete for providing payment and performance bond in accordance with project specifications. **This Item shall be for Base Proposal Only and shall not include Alternates.**

TOTAL LUMP SUM PRICE ITEM 4:

\$ 8,800 (Numerals)
Eight thousand eight hundred (Written)

5. CLEARING AND GRUBBING

This item includes, but is not limited to all labor, equipment, materials and all cost complete to perform clearing, grubbing and burning (as may be approved and allowed by the St Johns County Fire Marshall and with applicable permits paid for and obtained by the contractor) and/or removal off-site of all trees, brush, roots, fencing and all other debris in accordance with project specifications, St. Johns County and FDOT Standard and Specifications, or the project geotechnical reports whichever is more stringent. This item includes but is not limited to areas within the roadways rights-of-way, grading areas (as defined in the General Notes included in this Request for Bid), permanent easements, temporary construction easements, construction staging area and all other areas as necessary to complete the construction of this project as shown on the Engineering Plans. Disposal of clearing and grubbing debris shall be either by burning on-site at locations approved by the St. Johns County Fire Marshal or disposal off-site at locations secured and paid for by the Proposer. The Proposer is responsible for all measures necessary to ensure preservation of all upland buffers, natural vegetative buffers, upland preservation, preservation trees and wetland areas.

TOTAL LUMP SUM PRICE ITEM 5:

\$ 20,700 (Numerals)
twenty thousand seven hundred (Written)

6. EARTHWORKS

This item includes, but is not limited to all labor, equipment, materials and all cost complete for all dewatering, excavation, cut, fill, grading, compaction, suitable fill placement for the easements, placement, building pads and compaction of suitable fill throughout the entire project are, and any additional work necessary to construct the project as shown on the Engineering Plans. This item also includes but is not limited to removal of all unsuitable material encountered, naturally occurring or otherwise, as required for drainage and utility construction and replacement of removed unsuitable material with suitable fill in accordance with project specifications and Project Geotechnical recommendations. This item also includes but is not limited to placement of topsoil, removal of strippings, stockpiling of excess suitable materials, all fine grading and dress-up work necessary to complete the project. Placement of fill material shall be in accordance with St. Johns County standards and specifications and / or the Project Geotechnical Report specifications, whichever is more stringent. This item includes, but is not limited to all labor, equipment, materials and all cost complete for the installation of suitable fill material for the Pickleball courts, retaining wall and sidewalk. Fill shall be compacted and placed in accordance with St. Johns County standards and specifications and / or the Project Geotechnical Report specifications, whichever is more stringent. This item shall also include but is not limited to all labor, equipment, materials and all cost complete to provide Asbuilts showing grades at all spots shown paving and drainage plan with a spot located within the pad to show the pad elevation. Furthermore, the Final Asbuilts shall be signed and sealed by a Professional Florida Registered Surveyor and signed by the Proposer. It shall be the Proposer responsibility to coordinate with the Project Geotechnical Engineer that will perform the in-place density testing in accordance with the Project Geotechnical Report specifications and St. Johns County Specifications.

TOTAL LUMP SUM PRICE ITEM 6:

\$ 29,100 (Numerals)

twenty nine thousand one hundred (Written)

7. SIDEWALKS

This item includes, but is not limited all material, labor, equipment and all cost complete to construct all sidewalks and handicap ramps complete as shown on the Engineering Plans and in accordance St Johns County requirements and project specifications.

TOTAL LUMP SUM PRICE ITEM 7:

\$ 11,700 (Numerals)

Eleven thousand seven hundred (Written)

8. STORM DRAINAGE COLLECTION AND CONVEYANCE SYSTEM

This item includes, but is not limited to all materials, labor, equipment and all cost complete to install the storm drainage system, including all dewatering, structures, inlets, manholes, underdrain with gravel. Moreover, this item includes but is not limited to the removal, replacement and disposal of any unsuitable material encountered in the regular excavation and all other work necessary to complete the installation as shown on the Engineering Plans.

TOTAL LUMP SUM PRICE ITEM 8:

\$ 73,600 (Numerals)

Seventy three thousand six hundred (Written)

9. PICKLEBALL COURTS

This item includes, but is not limited to all materials, labor, equipment and all cost complete to install the Pickleball Courts. Proposers shall refer to Engineering Plans for proposed section and notes for finish surfaces. This item but is not limited to the also includes white striping, nets posts and footings required along with the finish coats as called out on the engineering plan.

TOTAL LUMP SUM PRICE ITEM 9:

\$ 115,300 (Numerals)
One hundred fifteen thousand three hundred. (Written)

10. RETAINING WALL

This item includes, but is not limited to all materials, labor, equipment and all cost complete to install the retaining wall as shown on the engineering plans. Proposer shall provide signed and sealed design of retaining walls including but not limited to footing design and reinforcing, tie backs if required. Wall type shall be either stone block or concrete or approved equivalent, which shall be reviewed and stamped by Engineer of record prior to purchase or fabrication.

TOTAL LUMP SUM PRICE ITEM 10:

\$ 17,000 (Numerals)
Seventeen thousand (Written)

11. PAVING AND DRAINAGE ASBUILTS

This item includes, but is not limited to all materials, labor, equipment and all cost complete for the preparation and submittal of all paving and drainage as-builts as required by St. Johns County and the St. Johns River Water Management District and project Engineer including all revisions necessary to address comments for the Engineer of Record as well as each agency comments and final acceptance by the referenced agencies as well as the Owner. Note that these asbuits shall include signage and striping in accordance with St. Johns County requirements. Asbuilt shall include but not be limited to information noted on the plans as well as additional information required in the project manual. Final Asbuits shall be signed and sealed by a Professional Florida Registered Surveyor and signed by the Proposer. Owner copies of the Asbuits and format to be provided in accordance with the Contract Documents.

TOTAL LUMP SUM PRICE ITEM 11:

\$ 2,400 (Numerals)
two thousand four hundred (Written)

12. SEED AND MULCH

This item includes but is not limited to all materials, labor, equipment and all cost complete to seed and mulch all disturbed areas that are not paved as indicated on the Engineering Plans and includes the items listed below but is not limited to:

***The Proposer will be responsible for ensuring that all disturbed areas that are not paved are sodded and shall have a viable stand of grass at time of final acceptance including the removal and replacement of sod that fails to establish itself during this period.** Any areas found to be deficient by the Owner and / or Engineer shall be re-seeded / mulched at Proposer's expense.

TOTAL LUMP SUM PRICE ITEM 12:

\$ 4,000 (Numerals)

Four thousand (Written)

13. IRRIGATION REPAIRS, SLEEVES & CONDUITS WITH AS-BUILTS

This item includes, but is not limited to all labor, equipment, materials and all cost complete that are associated installation and or repair the irrigation system that may be damaged during construction or that may need to be relocated based on new construction. This item shall also include installation of conduit required to install the electrical outlets for the Cabanas on the Pickleball court and the water service to the center Cabana as well as any conduits required for the lighting of the courts (location of lights as shown on the site plan. This item also includes as-builts showing elevations and locations of each sleeve for future use. The exact locations will be determined at a later date and provided to the Proposer prior to installation. These unit prices will be used once the Sleeving Plan is developed. **Payment shall be based on the actual quantity installed.**

TOTAL LUMP SUM PRICE ITEM 13:

\$ 800 (Numerals)

Eight hundred (Written)

14. ITEMS ON SCHEDULE OF VALUES NOT LISTED ABOVE

\$ 269,810 (Numerals)

Two hundred sixty-nine thousand eight hundred ten (Written)

TOTAL BASE PROPOSAL (ITEMS 1-13):

\$ 563,710 (Numerals)

Five hundred sixty-three thousand seven hundred ten (Written)

14. BID ALTERNATE – REPLACE / RELOCATE EXISTING TREES

This item includes but is not limited to all materials, labor, equipment, and all cost complete to remove and replace the existing trees that are located in the area that is within the proposed clearing limits. (Refer to Demolition Plan map for location of these trees). If trees are too big to move, the contractor shall replace the trees with like kind and sizes that match the total. As an example, a 12” palm tree could be replaced with two 6-inch palm trees. The exact locations to be determined by owner or owner’s representative.

TOTAL LUMP SUM PRICE ITEM 14:

\$ 16,000 (Numerals)

Sixteen thousand (Written)

GENERAL NOTES FOR THE PROPOSAL FORM

1. The Owner will provide the following survey stakeout work for the PROPOSER on a one-time basis. The PROPOSER must provide all other necessary survey work.
 - (1) Project Benchmark
 - (2) Northing and Easting of Project Benchmark
2. The PROPOSER shall be responsible for coordinating with all utility companies, that service this project, to allow for the timely and efficient installation of their services. Includes providing finish grade in rights of ways and easement for all such installations and finish grade with stabilization following all utility company installations.
3. The PROPOSER shall be responsible for coordinating the work necessary to complete all final approvals and acceptances of the systems installed by the PROPOSER.
4. PROPOSER shall complete all work in a professional and workman like manner typical of the construction industry. There shall be no sections or parts missing. Furthermore, the work shall be complete and able to function for its intended use. The work must be continuous.
5. All existing storm drainage and utility must be maintained to each adjacent property owner during construction. If this does not occur, the PROPOSER will be responsible for any damage that may result. The PROPOSER acknowledges that access to the Work shall be restricted to the Temporary Access Road "Construction Entrance" only and is responsible for management of equipment and labor access at all times.
6. PROPOSER shall secure and pay for all paving and drainage construction permits, building permits, right-of-way construction permits, county "clearance sheet" permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, as maybe required.
7. Where so indicated in this Proposal, lump sum prices shall be expressed (printed or typed) in words and numerals.
8. PROPOSER accepts all of the terms and conditions of the Request for Proposal and Instructions to PROPOSER's, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for ninety (90) calendar days after the day of Proposal opening. PROPOSER will execute and deliver the required number of counterparts of the Contract with the Bonds and other documents required by the Proposal requirements within five (5) calendar days after the date of Owner's Notice of Award.
9. In submitting this Proposal, PROPOSER represents, as more fully set forth in the Contact, that:
 - (a) PROPOSER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (b) PROPOSER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (c) PROPOSER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Contract Documents. PROPOSER has obtained, carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and

Underground Facilities) at or contiguous to the site, and has been given adequate access to the property to perform any additional testing, survey or geotechnical explorations deemed necessary satisfy the PROPOSER of existing conditions which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by PROPOSER and the safety precautions and programs incident thereto. PROPOSER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Proposal for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents. PROPOSER acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Proposal Documents with respect to Underground Facilities at or contiguous to the site.

- (d) Geotechnical Reports (refer to index for references) are provided as information only. Actual conditions may vary. However, in all cases the PROPOSER shall comply with Geotechnical Report recommendations.
 - (e) The Tree Mitigation Plans / Landscape Plans (refer to index for references) are provided as information only. Actual conditions may vary however in all cases the PROPOSER shall be responsible for protection of the existing improvements.
 - (h) PROPOSER has correlated the information known to PROPOSER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - (i) PROPOSER has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that PROPOSER has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to PROPOSER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
 - (j) PROPOSER certifies that the Proposer has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Owner and/or Engineer against any cost, damage or expense which may be incurred by any error in his preparation of same.
10. The Owner reserves the right to reject any or all Proposals, waive informalities in any Proposal, make award in part of whole with or without cause, and to the award in what is deemed to be the best interest of the Owner.
11. If awarded the Contract, the undersigned agrees to begin work within ten (10) calendar days after executing the Contract and complete the improvements in accordance with the schedule as submitted.
12. PROPOSER agrees that the Work will be Substantially Complete as defined by the Contract Documents and as indicated within the Proposal Contract Times commencing per the Notice to Proceed and be Finally Completed as defined by the Contract Documents and ready for Final Payment within thirty (30) calendar days after the date in which the work is deemed Substantially Completed. "Substantial Completion" for each portion of the work shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the Work and the Owner is able to utilize the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, PROPOSER shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer

shall comply with all of its obligations required by the issuing authority in order to enable the PROPOSER to obtain such Certificate. The PROPOSER shall achieve Substantial Completion for each portion of the Work no later than the applicable date set forth in the Construction Schedule (the “Substantial Completion Dates”).

END OF SECTION

ENGINEER OF RECORD SIGNATURE PAGE

Project Name: **PALENCIA FITNESS CENTER - PICKLEBALL COURTS ADDITION - CIVIL SITE WORK**
Project Location: North Loop Parkway
Project City / State: St. Johns County, Florida
Programs used for this report: Microsoft Word and Excel 2022
ETM Job No. E 05-010-22

TABLE OF SPECIFICATIONS:

| <u>Sections</u> | <u>Item</u> | <u>Sections</u> | <u>Item</u> |
|-----------------|---|-----------------|--|
| 01010 | Scope of Work | 02130 | Project Surveying |
| 01015 | Definitions | 02140 | As-Built Drawings |
| 01020 | Reference Standards | 02150 | Environmental Protection |
| 01030 | Application of Documents | 02160 | Dewatering |
| 01040 | Contract Drawings | 02165 | Protection of Excavations |
| 01050 | Contract Considerations | 02170 | Construction Limits |
| 01055 | Stored Materials | 02180 | Excess Material |
| 01060 | Coordination and Preconstruction Activities | 02190 | Project Clean-up |
| 01070 | Construction Progress Schedule | 02200 | Testing Requirements |
| 01071 | Contract Time Suspensions | 03102 | Maintenance of Traffic |
| 01080 | Shop Drawings | 03104 | Prevention, Control, and Abatement of Erosion and Water Pollution |
| 01090 | Quality Control Activities and Testing | 03110 | Clearing and Grubbing |
| 01095 | Contract Closeout | 03120 | Excavation and Embankment |
| 01100 | Permits | 03160 | Stabilized Subgrade |
| 01110 | ADA Requirements | 03162 | Topsoil Layer |
| 01120 | Direct Purchase of Materials | 03200 | Limerock Base |
| 02010 | General Requirements | 03300 | Prime and Tack Coats for Base Courses |
| 02020 | Erosion Control and Turbidity Monitoring | 03331 | Asphaltic Concrete SP9.5, 12.5 & FC9.5 |
| 02030 | Protection of Property | 03346 | Portland Cement Concrete |
| 02040 | Relocation of Existing Property | 03325 | Drainage Structures |
| 02045 | Borrow Sites | 03430 | Pipe Culverts & Storm Sewers |
| 02050 | Unsuitable Material | 03547 | Fabric Formed Concrete RipRap |
| 02060 | Pipe Grade Tolerance | 03570 | Grassing |
| 02070 | Utility Coordination | 03580 | Seed and Mulch |
| 02080 | Utility Conflicts | 03590 | Geogrid - Ditch |
| 02090 | Utility Installations | | |
| 02100 | Mobilization | | |
| 02110 | Storage of Equipment and Materials | | |

Portion of pages or sections of this report signed and sealed by Engineer

This report is prepared for the Meadow View at Twin Creeks CDD
and is not intended for any other agency or third party use.

Printed copies are not considered sign and sealed

Specifications listed on this page only



England-Thimms & Miller, Inc.

VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Rd., Jacksonville, FL 32258

Phone (904) 265-3163 Reg No: 2584

SECTION 01010

SCOPE OF WORK

1. INTENT OF CONTRACT

- 1.1 The intent is to provide for the construction and completion in every detail of the work described in the Contract. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies, required to complete the work in accordance with the Plans, Specifications and terms of the Contract.
- 1.2 The Contract shall be for the Construction of Palencia Fitness Center Addition as shown on the Engineering Plans prepared by England Thims & Miller, Inc. and provided as part of these bid documents. Refer to Proposal Documents for Dates and associated revisions.

2. WORK BY OWNER

- 2.1 The Owner has received or has applied for and expects to receive, prior to construction, permits from the following agencies.

- 1) St. Johns County Permit

3. SCOPE OF WORK

- 3.1 The Work shall consist of all efforts contemplated to necessarily construct a complete and functioning building addition infrastructure project from beginning to end with all related improvements, as shown on the Engineering plans. In general, the work consists of clearing and grubbing, erosion control, earthwork, drainage, sidewalk, potable water, and sanitary sewer distribution systems.
- 3.2 It is not the intent of these Contract Documents to minutely define the mode and fabric of construction of this project, but rather set forth reasonable and rational criteria for the construction thereof.
- 3.3 The Contract shall be for all work described in the Summary in the Proposal. Subsequent to the award of the contract, the District, in its sole and absolute discretion, may direct that the Project be delivered in multiple phases rather than all at once or not at all. Such direction may be specified in one or multiple Notices to Proceed, which Notices to Proceed may include, in the District's sole and absolute discretion, any portion of the Project, including, but not limited to, only the portions of the Project identified in the Summary as Bid Alternates. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay. Moreover, any portion of the Project that the District does not direct for delivery in one or more Notices to Proceed may be, in the District's sole discretion, removed from the scope of the Project and Contractor shall have no recourse or claim whatsoever for damages against the District for such removal.

END OF SECTION

SECTION 01015

DEFINITIONS

1. GENERAL

1.1 For the purpose of these Contract Documents the following definitions apply:

OWNER / DISTRICT - Sweetwater Creek Community Development District

ENGINEER - England, Thims & Miller, Inc. (ETM)

CONTRACTOR - General Contractor with whom The Owner contracts to perform the Work outlined in the Contract Documents.

SUBSTANTIAL COMPLETION - Substantial Completion is defined within the Contract Documents as "Each portion of the work shall be considered to be substantially complete ("Substantial Completion") on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and signed off on all final inspections with respect to each portion of the Work and the Owner is otherwise able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate. Note: It shall be Contractor's obligation to ensure that all required Asbuilts are in compliance with Project Specifications.

END OF SECTION

SECTION 01020

REFERENCE STANDARDS

1. GENERAL

1.1 In addition to these Contract Documents, the following documents shall be incorporated into and become a part of this set of Specifications, insofar as the applicable sections apply to the proposed work called for on the Contract Drawings or any addenda thereto:

- A. Except as otherwise noted in the Technical Specifications, Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, latest Edition. (English)
- B. Except as otherwise noted in the Technical Specifications, Florida Department of Transportation (FDOT), Design Standards, latest Edition. (English)
- C. Manual on Uniform Traffic Control Devices, Current Edition.
- D. St. Johns County Utility Department (SJCUD) Water & Sewer Standards, Details & Materials Manual, latest Edition
- E. St. Johns County Land Development Standards and Specifications, latest editions
- F. St. Johns County Standard Details and Specifications, latest editions
- G. FPL Underground Electric Distribution and Lighting Construction Standards (Latest Edition)

1.2 The following Sections or portions of Sections of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, 2007 Edition are deleted:

- A. Section 2
- B. Section 3
- C. Section 4
- D. Section 5-12 only
- E. Section 6-1.1
- F. Last paragraph of Section 7-2.1, Sections 7-13, 7-16, 7-17 and 7-22 only
- G. Section 8-1, 8-2, 8-3.1, 8-3.2, 8-3.3, 8-6, 8-7, 8-8, 8-9, 8-10, 8-11 and 8-12 only
- H. Section 9

1.3 With regards to the FDOT Standard Specifications, and Standard Indexes all reference to "the Department" or "Department's State Material and Research Engineer at Gainesville" or "State Construction Engineer" shall be deleted and "Engineer" inserted.

1.4 All reference to Method of Measurement and Basis of Payment in the above referenced standards shall be deleted.

2. INTENT

- 2.1 The Contract Documents are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the Engineer's attention in writing before proceeding with the Work affected thereby.
- 2.2 Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.
- 2.3 Work, materials or equipment described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the Work to be done.

3. INTERPRETATION of DIMENSIONS and QUANTITIES

- 3.1 The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Proposal, or elsewhere, is for illustrative purposes only. The Owner and/or Engineer do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Contractor plead misunderstanding or deception because of such estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Bid and the execution of the Work.
- 3.2 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.
- 3.3 Existing dimensions and clearances shall be verified by the Contractor before laying out the work.

4. WORK NOT COVERED by SPECIFICATIONS

- 4.1 Proposed construction and any contractual requirements not covered by these Specifications may be covered by notes shown on the contract plans or by supplemental specifications or special provisions for the contract, and all requirements of such supplemental specifications or special provisions shall be considered as a part of these Specifications.

END OF SECTION

SECTION 01030

APPLICATION of DOCUMENTS

1. GENERAL

1.1 Wherever conflict may exist within these parts of the Contract Documents, the order of precedence, subject to confirmation by the Engineer and Owner, shall be as follows:

1. Approved Change Orders, if any, in reverse chronological order
2. Contract Agreement, Including Proposal Form
3. Addenda Issued Prior to Receipt of Bids
4. Special Technical Provisions of the Specifications
5. Contract Drawings
6. Technical Specifications
7. Supplementary Conditions
8. Invitation to Bid
9. Instructions to Bidders
10. General Conditions

1.2 If certain situations arise whereby it would be difficult or impossible for the Special Conditions to prevail, then the final decision shall be made by the Engineer.

1.3 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the work in accordance with the Contract Documents. The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to the Owner and Engineer by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If any such differences or conflicts were not called to the Owner's and Engineer's attention prior to submission of bids, the Engineer shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and, subject to the approval of the Owner in accordance with the Engineer's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefore as being necessary to produce the intended results.

END OF SECTION

SECTION 01040

CONTRACT DRAWINGS

1. GENERAL

- 1.1 The Contract Drawings consist of infrastructure improvement plans for Palencia Fitness Center Addition Civil Sitework and are considered a part of the Contract Documents. Refer to Bid Documents for the reference dates that are shown on the Cover Sheet of the Engineering Bid Documents. The list of sheets included as part of the Engineering Plans are as follows:

| <u>SHEET NO.</u> | <u>SHEET DESCRIPTION</u> |
|------------------|---------------------------------------|
| 1 | COVER SHEET |
| 2 | GENERAL NOTES AND LEGEND SHEET |
| 3 | AERIAL MAP |
| 4 | MASTER SITE PLAN |
| 5 | DEMOLITION PLAN |
| 6 | SITE PLAN |
| 7 | PAVING AND DRAINAGE PLAN |
| 8 | PAVING AND DRAINAGE DETAILS |
| 9 | UTILITY PLAN |
| 10 | SEDIMENT EROSION CONTROL PLAN |
| 11 | SEDIMENT EROSION CONTROL DETAILS |
| 12 | STORM WATER POLLUTION PREVENTION PLAN |
| 13 | SWPPP CONTRACTOR CERTIFICATIONS |

END OF SECTION

SECTION 01050

CONTRACT CONSIDERATIONS

1. SCHEDULE OF VALUES

- 1.1 The Contractor shall submit a completed and approved Schedule of Values (excel format) to the Engineer showing the quantities and prices of items aggregating the Contract Price and subdividing the Work into component parts in sufficient detail, acceptable to the Engineer, to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.
- 1.2 The format for the Schedule of Values shall identify each line item with a number and title of the major specification section and shall generally be in the format identified in the bid proposal.
- 1.3 The Contractor will be required to revise the schedule to list approved Change Orders and Work Change Directives with each Application for Payment.
- 1.4 The Schedule of Values shall be prepared (by the Contractor and approved by the Engineer) to allow for unit price adjustments (based on additions and deletions) in the prosecution of the Work in accordance with these Contract Documents.
- 1.5 The Schedule of Values shall be submitted with the Contractor's Proposal and updated as necessary for inclusion in the Contract.

2. APPLICATIONS FOR PAYMENT

- 2.1 The Contractor shall submit each Application for Payment on the forms provided by the Owner and attach the Schedule of Values. Each application for payment will be numbered consecutively.
- 2.2 Each Application for Payment shall utilize the Schedule of Values for listing items.
- 2.3 The payment period will be approximately thirty (30) days. A "DRAFT" PDF of each Application for Payment shall be submitted via e-mail to the Engineer (Clearly Marked "DRAFT") on the 10th of each month, projecting the construction progress to the 15th of each month. The Engineer shall provide comments requiring correction to the Contractor within five (5) business days of receipt of the "DRAFT" Application for Payment.
- 2.4 Payment for items completed and incorporated into the Work, shall be made in accordance with Supplementary Conditions as approved at the CDD Board of Supervisors meeting.
- 2.5 Each Application for Payment shall include a partial lien release and partial consent of surety forms for the Contractor and all subcontractors and suppliers, as required by the Owner.
- 2.6 With each Application for Payment, the Contractor will be required to submit the record (as-built) drawings, prepared by a registered land surveyor, of the Work for approval by the Engineer to demonstrate that the record drawings are being kept up-to-date commensurate with the construction progress. Approval of the Application for Payment shall be withheld until the Contractor complies with the timely submittal requirements of the aforementioned record (as built) drawings.
- 2.7 With each Application for Payment, the Contractor will be required to submit a revised Project Schedule in the format identified in Section 01070.
- 2.8 With each Application for Payment, the Contractor will be required to submit NPDES records for the application period.

3. CHANGE PROCEDURES

- 3.1 The Engineer will advise of minor changes in the work not involving an adjustment to Contract Sum/Price or Contract Time, by issuance of written correspondence and/or a Work Change Directive.
- 3.2 The Engineer may issue a Notice of Change, which includes a detailed description of a proposed change with supplementary or revised drawings and specifications.
- 3.3 The Contractor may propose a change by submitting a Request for Change to the Engineer, describing the proposed change and its full effect on the work. The Contractor shall include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation.
- 3.4 For unit prices and quantities determined in the approved Schedule of Values, a Change Order will be executed based on the fixed unit prices. For unit costs or quantities of units of work, which are not predetermined, work will be executed under a Work Change Directive.
- 3.5 Work Change Directive: Engineer may issue a directive, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order. The document will describe changes in the work, and designate the method of determining any change in the Contract Price or Contract Time.

4. ALLOWANCES

- 4.1 Allowances are identified in the Proposal.

5. CONTINGENCY ITEMS

- 5.1 Contractor shall include in the Proposal the cost for all "Contingency" costs identified in the Proposal. Payment for "Contingency" items will be made at the agreed upon quantity and unit price established in the approved schedule of values. Payment of any unused portion (under-run) of a "Contingency" item will not be paid to the Proposer.

END OF SECTION

SECTION 01055

STORED MATERIALS

1. GENERAL

1.1 In accordance with the provisions of these contract documents, the Owner may participate in the payment of stored materials as follows:

1.1.1 Contractor shall submit a request for payment of stored materials at least seven (7) days prior to the submission of an Application for Payment in which the Contractor is requesting payment for stored materials.

1.1.2 Unless otherwise agreed to in writing by the Owner and/or Engineer, all stored materials must be located on site and under lock and key (i.e. completely fenced in and locked or container security) and the Owner and/or Engineer shall be given keys and complete access to such stored materials at any time.

END OF SECTION

SECTION 01060

COORDINATION AND PRECONSTRUCTION ACTIVITIES

1. COORDINATION

- 1.1 Coordinate scheduling, submittals, and work of the various Sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- 1.2 The Contractor shall notify utility companies for an on-site verification of utility locations at least 48 hours prior to construction.
- 1.3 The Contractor shall comply with all applicable provisions of permits issued by various governmental agencies in conjunction with the work.
- 1.4 The Contractor shall coordinate the completion and cleanup of work of separate sections in preparation for Substantial Completion.
- 1.5 The Contractor shall closely coordinate the removal and replacement of existing overhead and underground facilities (if required).
- 1.6 It is contemplated as a condition of this contract that other construction activities (whether contracted separately with the Owner or not) may run concurrent with the Work outlined in this Contract. Contractor shall be required to coordinate directly with such other construction activities that traverse, surround or may otherwise impact the proposed Work included in this Contract. Cost for this effort shall be included in the total lump sum bid price.

2. FIELD ENGINEERING & LAYOUT

- 2.1 All Field Engineering and Construction Layout shall be performed under the supervision of a Land Surveyor (employed by the Contractor) registered in the State of Florida and acceptable to the Engineer.
- 2.2 The Contractor shall establish elevations, lines and grades utilizing the Contract Drawings.
- 2.3 Upon final completion of the Work, the Contractor shall submit his own as-built drawings prepared by a registered Land Surveyor certifying that the elevations and locations of the work are in conformance with the Contract Documents.

3. PRECONSTRUCTION CONFERENCE

- 3.1 Owner shall schedule a conference after the Notice of Award has been issued.
- 3.2 Attendance Required: Owner, Engineer, and following Contractor Representatives:

Project Manager
Job Superintendent
Utility Contractor (license holder)
Landscape Contractor
Irrigation Contractor
Electrical Contractor

3.3 The Preliminary Agenda for the Pre-Construction Conference is as follows:

- 3.3.1 Distribution and/or review of Contract Documents
- 3.3.2 Submission of list of Subcontractors, Schedule of Values, Progress Schedule and a preliminary schedule of Shop Drawings and Sample Submittals.
- 3.3.3 Designation of personnel representing the parties in Contract, and the Engineer.
- 3.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
- 3.3.5 Scheduling of Construction Activities.

4. CONSTRUCTION PROGRESS MEETINGS

- 4.1 The Contractor will schedule at a minimum monthly progress meetings and administer additional meetings throughout the progress of the work as may be required to aide in expediting the work and aide in avoiding potential delays. The Owner, Engineer, Construction Supervisor and other appropriate personnel shall be present, or the meeting should be rescheduled as may be required.
- 4.2 Contractor will provide and distribute Construction Progress Meeting agenda , record minutes of all Progress meetings, Change Order logs, Submittal Logs and distribute copies to Contractor, Owner, participants, and those affected by decisions made. Failure of the Contractor to provide the required Progress Meeting minutes shall require the withholding of the Contractor's Application for Payment.
- 4.3 Attendance Required: Project Manager, Job superintendent, major Subcontractors and suppliers, Engineer and Owner as appropriate to agenda topics for each meeting.
- 4.4 Short Interval Schedule - The Contractor will be required to submit a short interval schedule (in the form of a bar chart), at the beginning of each scheduled meeting, identifying the work in progress and proposed work over the next four (4) weeks. This Short Interval Schedule shall be formatted to reflect the overall Progress (Project) Schedule as described in Section 01070 and specifically identify Milestones of the Work (if any) including, but not limited to, major storm drainage crossings, utility adjustments (outages), lane closures, pedestrian access impacts, and other modifications to the Maintenance of Traffic. Failure of the Contractor to provide the required Short Interval Schedule shall require the withholding of the Contractor's Application for Payment.

END OF SECTION

SECTION 01070

CONSTRUCTION PROGRESS SCHEDULE

1. GENERAL

- 1.1 The Contractor will be required to submit their Initial Progress (Project) Schedule (on 11" x 17" paper) for approval by the Owner and/or Engineer at the time of Bid. All project schedules shall indicate the times (number of days or dates) for starting and completing the various stages of the Work and shall not exceed the time stipulated as the Contract Time for the fully complete and functioning project from beginning to end. If revisions are necessary, the Contractor shall revise the schedule and resubmit as noted below.
- 1.2 Submit to the Engineer a Revised Critical Path Method (CPM) schedule for review, approval and acceptance by the Engineer within ten (10) days of execution of the Contract.
- 1.3 The schedule must show work activities in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence in which the work will be accomplished. Describe all activities so that the work is readily identifiable and the progress on each activity can be readily measured. The Engineer shall not accept any activity spanning more than thirty (30) days, except Erosion Control, Mobilization and procurement activities. Activities with an overall duration of more than thirty (30) days shall be shown as phased work.
- 1.4 Failure to include any element of work or any activity relating to utility relocation will not relieve the Contractor from completing all work within the adjusted Contract Time at no additional time or cost to the Owner, notwithstanding the acceptance of the schedule by the Owner.
- 1.5 The schedule submittal shall consist of network diagrams, a barchart, and accompanying mathematical analyses. A network diagram shall show the order and interdependence of activities and the sequence in which the work is to be accomplished. The mathematical analysis of the network diagram shall include a tabulation of each activity shown on the detailed network diagrams. A bar-graph and analysis shall together, show the following information for each activity, as a minimum:
 - (a) Activity description.
 - (b) Early start date.
 - (c) Early finish date.
 - (d) Late start date.
 - (e) Late finish date.
 - (f) Original duration – in calendar days.
 - (g) Total Float.
- 1.6 Float is not for the exclusive use or benefit of either the Owner or the Contractor. Time extensions for damages or delays will be granted only to the extent that time adjustments to the affected activities exceed the total float time along the affected paths of the schedule current at the time of delay.
- 1.7 All submittals, initial or monthly progress updates, shall have a copy of the schedule files on a Windows XP compatible CD. The files shall be in one of the following formats:
 1. Primavera (P3) project files using the Primavera Project Planner (latest version) "Back up" menu selection. Ensure that the option "Remove access list during backup" is checked.
 2. Suretrak (latest version) "Back up" menu selection. Ensure that the option "Remove access list during backup" is checked.

3. Microsoft Projects (latest version) "Back up" menu selection. Ensure that the option "Remove access list during backup" is checked.

All printed reports will be submitted on 8 ½ by 11 inch [216 by 280 mm], 8 ½ by 14 inch [213 by 356 mm], or 11 by 14 7/8 inch [280 by 378 mm] bond paper. All diagrams will be ANSI B (11 by 17 inch) [(280 by 432 mm)], C (17 by 22 inch) [(432 by 559 mm)], D (22 by 34 inch) [(559 by 864 mm)] or E (34 inch by 44 inch) (864 mm by 1,118 mm) size.

- 1.8 Sufficient liaison shall be conducted and information provided to indicate coordination with utility owners having facilities within the project limits. The schedule must reflect the utility adjustment schedules included in the Contract Documents, unless changed by mutual agreement of the utility company, the Contractor, and the Owner.
- 1.9 Acceptance of the Critical Path Method schedule will be dependent upon satisfactorily identifying work items, dates and durations in conformance with the terms of the Contract and the established Contract Time. Show all non-work days on the calendar.
- 1.10 If the Engineer determines any schedule submission is deficient, it will be returned to the Contractor for correction. Submit a correct schedule within 15 calendar days from the transmittal date. All Contract payments will be withheld for failure to finalize either the initial or an updated schedule in the specified time, until the schedule is accepted. Use the accepted schedule for planning, organizing, directing, and reporting progress.
- 1.11 The schedule may indicate a completion date in advance of the Contract completion date. However, the Owner will not be liable in any way for the Contractor's failure to complete the project prior to the Contract completion date. Any additional costs, including extended overhead incurred between the Contractor's schedule completion date and the completion of the Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Owner.
- 1.12 The Engineer will designate the location for a regular Monthly Progress Meeting at which all principal parties are expected to attend. At this meeting, provide the most recent schedule, updated to reflect actual start dates, actual finish dates, added activities, changes in sequences and days remaining. If the schedule provided indicates an actual or potential delay to the completion of the Contract, provide a narrative identifying the problems, causes, the activities affected and describing the means and methods available to complete the project in the authorized time.
- 1.13 If the Contract duration substantially changes as a result of time extensions or supplemental agreements, the Engineer may request that the current schedule be updated. If satisfactory, the updated schedule will replace the most recent current schedule for measurement of progress.
- 1.14 Prosecute the work in accordance with the latest accepted Working Schedule. If progress of critical items are delayed, due to no fault of the Owner, provide a written plan itemizing methods to complete the project within the time allowed. All additional costs associated will be at no expense to the Owner. Submit supplementary schedules for acceptance by the Engineer to demonstrate how progress will be regained.
- 1.15 The schedule shall be submitted with each Application for Payment and revised as needed for each subsequent Application for Payment, identifying changes since the previous version. Failure of the Contractor to provide the required Short Interval Schedule shall require the withholding of the Contractor's Application for Payment.

END OF SECTION

SECTION 01071

CONTRACT TIME SUSPENSIONS

1. Suspension of Contractor's Operations – Holidays:
 - 1.1 The Contractor shall not work on the following days: Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Saturday and Sunday immediately preceding Labor Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 25th and January 1st.
 - 1.2 Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.
2. Other Requirements
 - 2.1 During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the FDOT's Standard Specifications. The Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

END OF SECTION

SECTION 01080

SHOP DRAWINGS

1. DEFINITION

- 1.1 The term Shop Drawings as used herein includes fabrication, erection, layout and setting drawings; manufacturers standard drawings; schedules; descriptive literature, catalogs and brochures; performance and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and method of construction as may be required to show the Engineer that the proposed materials, equipment or systems and the position thereof are in compliance with the requirements of the Contract Documents.

2. SUBMITTAL of SHOP DRAWINGS

- 2.1 The Contractor is reminded that approved Shop Drawings are required for structures, materials, mixes and all manufactured and fabricated items (including handrail), prior to Purchase / fabrication. All Shop Drawings shall be submitted to the Engineer for review and comment.
- 2.2 Each subcontractor shall submit all shop drawings and manufacturers descriptive data through the Contractor for the Engineers approval. Shop drawings will not be accepted directly from subcontractors or suppliers (except in special instances when specifically required by the Engineer).
- 2.3 All shop drawings shall be thoroughly checked by the Contractor for completeness and for compliance with the Contract Documents before submitting them to the Engineer, and shall bear the Contractors stamp of approval certifying that they have been so checked. Any shop drawings not bearing the aforementioned stamp of approval shall be rejected and returned to the Contractor without review.

3. APPROVAL of SHOP DRAWINGS

- 3.1 The Contractor shall schedule the submittal of all required shop drawings with such promptness as to cause no delay in his work or in that of any other contractor or subcontractor.
- 3.2 Upon receipt of shop drawings from the Contractor, the Engineer shall have fourteen (14) days to review and respond to each shop drawing submittal and each subsequent submittal (as needed due to rejection or required revisions).
- 3.3 Upon no circumstance shall the Contractor proceed with the fabrication, erection or installation of above items until the shop drawings have been approved by the Contractor and Engineer.

END OF SECTION

SECTION 01090

QUALITY CONTROL ACTIVITIES and TESTING SERVICES

1. QUALITY ASSURANCE/CONTROL OF INSTALLATION

- 1.1 The Contractor shall comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 1.2 Work is to be performed by persons qualified to produce workmanship of specified quality.

2. QUALITY CONTROL ACTIVITIES

2.1 QC Coordinator: Designate a QC Coordinator who has full authority to act as the Contractor's agent to institute any and all actions necessary for the successful implementation of the QC Activities. The QC Coordinator must be on-site at the project on a daily basis or always available upon four hours notice to administer the QC Activities. This includes administering, scheduling, implementing, monitoring, and as necessary, adjusting the processes to ensure compliance with the Contract Documents.

2.2 Asphalt QC Technicians:

3.2-1 Plant Technicians: For asphalt plant operations, provide a QC technician, qualified as a CTQP Asphalt Plant Level II technician, available at the asphalt plant at all times when producing mix for the Department. Perform all asphalt plant related testing with a CTQP Asphalt Plant Level I technician.

3.2-2 Mix Designer: Ensure all mix designs are developed by individuals who are CTQP qualified as an Asphalt Hot Mix Designer.

3.2-3 Documentation: Document all QC procedures, inspection, and all test results and make them available for review by the Engineer throughout the life of the Contract.

2.3 Concrete Production Facility Manager of Quality Control: Ensure each concrete production facility has a Facility Manager for QC with the following qualifications:

1. Qualified as a CTQP Concrete Laboratory Technician Level II or, qualified as a CTQP Concrete Laboratory Technician Level I, Concrete Field Technician - Level I, and Batch Plant Operator.
2. Three years of QC experience directly related to cement concrete production.
3. Demonstrated proficiency in implementing, supervising, and maintaining surveillance over a QC Program.
4. Experience or certification in performance of required QC tests and statistical evaluation of quality control test results.

2.4 Prestressed Concrete Plant Facility Manager of Quality Control: Ensure each plant has an on site production manager, an on site Facility Manager for Quality Control, a plant engineer, and adequate on site QC inspectors/technicians to provide complete QC inspections and testing. Ensure the Facility Manager for Quality Control has at least five years of related experience and a current PCI QC personnel Level III certification and a certificate of completion of 450 Specification examination. Ensure that the QC inspector/technician has current PCI QC Technician/Inspector Level II certification and a certificate of completion of 450 Specification examination. Department certified prestressed concrete inspectors are exempt from PCI Level II certification and from completion of 450 Specification examination, until the time of expiration of their certificates. Facility Managers for Quality Control certified by the Department as prestressed concrete inspectors are exempt from PCI Level III certification and from completion of 450 Specification examination, until the time of expiration of their certificates.

3. TESTING LABORATORY SERVICES

- 3.1 The Contractor shall coordinate with an independent Geotechnical firm, which shall perform testing as identified in Section 02200. In the event, that the owner hires an independent Geotechnical firm the Contractor shall responsible for failures and retesting, which shall be paid for by the Contractor or shall be deducted from the Contractors payments via change order.
- 3.2 The independent Geotechnical firm will perform the minimum number of tests as specified in Section 02200 of these Specifications or as required by the Engineer and shall have all necessary CTQP qualifications to perform Level I and Level II services.
- 3.3 Reports will be submitted by the independent Geotechnical firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents. Two (2) additional copies of all test reports shall be submitted to the Owner.
- 3.4 The Contractor shall coordinate with the independent Geotechnical firm to submit design mixes and furnish samples of materials, equipment, tools, storage and assistance as requested.
- 3.5 It is the Contractors responsibility to schedule on-site testing directly with the independent Geotechnical firm and the Contractor shall notify the Engineer and applicable St Johns County Representative 24 hours prior to the expected time for on-site testing.
- 3.6 Retesting required because of non-conformance to specified requirements shall be performed by the same independent Geotechnical firm on instruction by the Engineer.
- 3.7 All costs for tests not conforming to the requirements of the Contract Documents and testing costs incurred outside of regular working hours (as defined in the Supplementary Conditions) shall be the responsibility of the Contractor.
- 3.8 Density Log Book – Contractor is informed that the test results required under this Contractor for earthwork will be documented using a Density Log Book system approved by the Independent Geotechnical Engineer.

END OF SECTION

SECTION 01095

CONTRACT CLOSEOUT

1. PRE-FINAL and FINAL INSPECTIONS

- 1.1. Upon completion of the Work, Contractor shall submit written certification that the Contract Documents have been reviewed, the Work has been inspected by the Contractor, and that the Work is substantially complete in accordance with the Contract Documents and ready for Engineers inspection.
- 1.2. At this time, the Engineer shall make a Pre-Final Inspection with reasonable promptness. If the Work is incomplete or defective, Engineer shall notify Contractor to remedy these deficiencies by issuance of a Pre-Final punch list.
- 1.3. Upon notification of substantial completion of Pre-Final punch list items, the Engineer will coordinate the re-inspection of the Work by conducting a Final Inspection. Contractor, Engineer, Owner and other governing bodies (if applicable) shall be present for the Final Inspection.
- 1.4. Contractor shall submit final signed and sealed As-Built Drawings ten (10) days prior to the date of the Final Inspection and provide submittals to Engineer that are required by governing or other authorities.

2. PROJECT RECORD DOCUMENTS

- 2.1. The Contractor shall maintain on site, one set of the following record documents; recording actual revisions to the Work commensurate with the construction progress:
 1. Contract Drawings
 2. Specifications
 3. Addenda
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed (and approved) shop drawings & product data.
 6. Permits
- 2.2. The Contractor shall furnish the owner, the Engineer a complete set of certified as-builts. The As-built requirements can be found in Section 02140 of these Specifications. As-builts shall be prepared and sealed by a Florida registered surveyor and shall bear the Contractor's As-built certification.

3. CLOSEOUT SUBMITTALS

- 3.1. When the Engineer has determined that the Work is acceptable under the Contract Documents and the Contract fully performed, the Contractor shall prepare and submit his final Application for Payment to the Engineer together with the following:
 1. Contractors lien waiver in the full amount of the Contract Sum.
 2. Lien waivers from all Subcontractors and major material suppliers who have furnished material for the work under contract with the Contractor or Subcontractor. The lien waivers shall be in the full amount of the contract involved.
 3. Consent of surety to final payment.
 4. Evidence of compliance with requirements of governing authorities.
 5. Certificates of Inspection from all required agencies and departments, as needed.
 6. "As BUILTS" shall be prepared signed / sealed by a Professional Land Surveyor, registered in the State of Florida and all other requirements listed in the Contract Documents.
 7. Warranties. Bonds including St. Johns County 26-month Warranty Bond as required.

END OF SECTION

SECTION 01100

PERMITS

1. GENERAL

1.1 The Contractor is notified that this project requires the following permits:

OBTAINED BY OWNER:

1. St. Johns County Paving and Drainage Construction Permit
2. FDEP Public Drinking Water Facility Construction Permit
3. FDEP Domestic Waste Permit

At no additional cost to the owner, the Contractor is expected to comply with these permits. Prior to award of the project, permit no's. 1 – 3, which is necessary for the construction of the awarded project, will be obtained by the Owner. All other permits are the responsibility of the Contractor.

1.2 A copy of available permits is included in Appendix B and by reference made a part of these Contract Documents.

1.3 Forty-eight (48) hours prior to commencement of construction, the Contractor shall submit a Notice of Intent to the EPA in accordance with National Pollutant Discharge Elimination System Rules and Regulations.

OBTAINED BY CONTRACTOR:

4. Dewatering Permit (if required).
5. U.S. Environmental Protection Agency - NPDES Notice of Intent
6. U.S. Environmental Protection Agency - NPDES Dewatering Permit
7. SJRWMD Consumptive Use Permit
8. FDEP Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity.

At no additional cost to the owner, the Contractor is expected to comply with these permits. Prior to award of the project, the permit no's. 1, 2, and 3, which are necessary for the construction of the awarded section, will be obtained by the Owner. All other permits are the responsibility of the Contractor.

1.2 The Contractor is responsible for constructing this project in accordance with the permit conditions, including all modifications set forth by the permitting agencies.

1.3 The Contractor is responsible for securing and paying for (as required):

- a. Building Permit
- b. Electrical Permits
- c. Meter Installations Fees
- d. Electrical Inspection Fees

1.4 Forty-eight (48) hours prior to commencement of construction, the Contractor shall submit a Notice of Intent to the EPA in accordance with National Pollutant Discharge Elimination System Rules and Regulations.

END OF SECTION

SECTION 01110

ADA REQUIREMENTS

1. GENERAL

1.1 The Contractor is reminded that the construction of the proposed Work must conform to the latest requirements of the American Disabilities Act including, but not limited to, the below listed Work items:

- 1.1.1 Sidewalk cross-slope
- 1.1.2 Driveway construction
- 1.1.3 Handicap ramps (longitudinal slopes (i.e. 12:1 max) and landing widths)
- 1.1.4 Handicap ramp detectible warning devices (surface texture and color) in accordance with St. Johns County Standards.
- 1.1.5 Pedestrian Push Button Access

1.2 The Contractor shall acquaint himself with these requirements and the Florida Department of Transportation Standard Indexes and St. Johns County Standards and Specifications as set forth in these Contract Documents.

END OF SECTION

SECTION 01120

DIRECT PURCHASE OF MATERIALS

1. GENERAL

Contractor acknowledges that the Palencia Fitness Center Addition Civil Sitework shall be entitled to undertake a direct purchase of any or all materials incorporated into the Project. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials and equipment to be incorporated into the Project directly from the supplier.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms for all materials to be directly purchased by the District.
- c. Upon receipt of a requisition, District shall review the requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the Project location on an F.O.B. job site basis.
- d. The purchase order issued by District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have obligation to inspect, accept delivery of, and store the materials pending incorporation into the project. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through incorporation into the Project.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. Monies due contractor for work completed per the contract terms will be reduced by the value of the materials paid for by the District plus the applicable sales tax less any discounts referenced in the requisition to the vendor.
- h. District will purchase and maintain builder's risk insurance, which will be sufficient to cover materials purchased directly by the District.

Costs for the efforts associated with the procurement of tax exempt direct purchase of materials shall be included in the total lump sum bid price.

END OF SECTION

SECTION 02010

GENERAL REQUIREMENTS

1. WORKMANSHIP

- 1.1 All work shall be proved to be in first class condition and constructed in accordance with the Contract Drawings and Specifications. All defects disclosed by tests and inspections shall be remedied immediately by the Contractor and shall be included in the Contractors lump sum bid.

2. MATERIALS

- 2.1 All materials shall be free from defects impairing strength and durability and be of the best commercial quality for the purpose specified.

END OF SECTION

SECTION 02020

EROSION CONTROL and TURBIDITY MONITORING

1. EROSION CONTROL

- 1.1 The Contractor shall make suitable provisions to minimize siltation and erosion of waterways which may result from, or as a result of, their operation during the course of construction of this project. The Contractor is hereby advised that silt barriers are to be used at all times during construction in which siltation or erosion may occur.
- 1.2 The Contractor is reminded that they shall carefully review and comply with the Sediment and Erosion Control Details and Storm Water Pollution Prevention Plan included within the Contract Drawings.
- 1.3 The Contractor and their subcontractors shall sign required SWPPP sheet as required and return to the Owner within seven (7) days after the Notice to Proceed.
- 1.4 The Contractor shall inspect and take possession of and maintain existing erosion control devices that are in place. Contractor shall replace erosion control devices as needed during construction. This work should be included in the lump sum bid.

2. TURBIDITY MONITORING

- 2.1 The Contractor shall monitor the construction activities to ensure that the minimum requirements for erosion control and pollution prevention are met and shall take action as needed to maintain all erosion control measures implemented.
- 2.2 The Contractor shall be held liable for any fines levied against the Owner by any regulatory agency for violations of State Water Quality Standards.
- 2.3 Turbidity shall not exceed twenty-nine (29) NTUs above background measured within the same watershed.

END OF SECTION

SECTION 02030

PROTECTION OF PROPERTY

1. GENERAL

- 1.1 The Contractor shall be informed concerning the location of existing utilities, pipelines and structures of every type, below, on or above ground, which may interfere with his operations. The Contractor shall prepare the Proposal and enter into Contract in full understanding of the conditions that may be encountered and responsibilities in connection therewith.
- 1.2 All existing utilities, pipes, poles, signs, mailboxes, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, planters, landscaping, traffic signs and signals, and other structures or items, either public or private, which must be preserved in place shall be protected from damage by the Contractor
- 1.3 Wherever the underground installation of utility lines will proceed through surface improvements previously made by the Owner, other governmental bodies, or adjacent property owners, the Contractor will be responsible for their protection and preservation, including necessary removal and storage of such improvements, and subsequent replacement to obtain to the fullest extent possible, the undisturbed condition.
- 1.4 The Contractor shall bear full responsibility and control of the means and methods of construction required to meet the conditions of the Contract documents. The Contractor shall review the site and adjacent properties to inform himself of the proximity and location of structures adjacent to the site. Should such items be damaged as a result of the Contractor's operations they shall be restored by the Contractor to at least as good condition as that in which they were found immediately before the work was begun, at no additional cost to the Owner.
- 1.5 The Contractor shall be required to maintain all gates and locks during construction to maintain security for existing property.
- 1.6 The Contractor shall also maintain all trail/haul routes within project limits to the satisfaction of the Engineer and/or Owner.

END OF SECTION

SECTION 02040

RELOCATION of EXISTING PROPERTY

1. GENERAL

- 1.1 As required by these Specifications and Contract Drawings, extreme care shall be used when relocating existing structures including, but not limited to, roadway and property signs, mailboxes, planters, trees and shrubs. If the relocated items are damaged as a result of the Contractor's care, the items shall be restored by the Contractor to the satisfaction of the Engineer, at no additional cost to the Owner.
- 1.2 Except as may otherwise be specified on the plans or herein, all mailboxes and property signs shall be relocated to a like position adjacent to the pavement (at the Right-of Way line) or as prescribed by the U.S. Postal Service at an appropriate and reasonable time, commensurate with the construction progress and so not to unnecessarily inconvenience the affected property owner(s). Contractor shall maintain access to all mailboxes at all times so mail service is uninterrupted.

The Contractor shall be responsible for the replacement of all mailboxes damaged by his operations.

END OF SECTION

SECTION 02045

BORROW SITES

1. GENERAL

ACCEPTANCE/USE OF OFF-SITE SUITABLE A-3 BORROW MATERIAL

- 1.1 In the event that excess material is required from an off-site source, the Contractor shall provide all import material *and include this cost in the Lump Sum bid proposal for earthwork.*
- 1.2 All import material shall be A-3 material and shall be prequalified by the Contractor by AASHTO soil classification testing prior to delivery to the project site. Frequency of sampling shall be as directed by the Engineer.

2. PROPOSED IMPROVEMENTS

- 2.1 The CONTRACTOR's lump sum bid price shall include the construction of items above and all excess suitable (A-3) material shall become the property of the Owner and all excess unsuitable material (other than A-3 material) shall become the property of the Contractor and shall be disposed of off-site in areas provided by him at no additional cost to the Owner.

END OF SECTION

SECTION 02050

UNSUITABLE MATERIAL

1. GENERAL

- 1.1 Unsuitable material maybe encountered within the limits of the proposed construction which the Contractor will be required to remove and replace with suitable material. Unsuitable material shall include, but not be limited to, muck, clay, pile foundations, concrete railroad and street car tracks, bricks, railroad ties, debris, etc., as determined by the Engineer.
- 1.2 All unsuitable material designated for removal shall become the property of the Contractor and shall be removed and disposed of from the project site in accordance with Section 02180 - Excess Material of these Specifications

2. LIMITS OF OVEREXCAVATION

- 2.1 The Contractor be shall familiar with the geotechnical report included by reference in Appendix A.
- 2.2 The Contractor shall select a dewatering system which will be maintained at least two (2) feet below the proposed depth of excavation required during all demucking operations. Contractor shall also refer to the Special Conditions Section 02160 Dewatering.
- 2.3 Where unsuitable material is encountered during the construction, but not previously designated for removal, the Contractor shall remove the unsuitable material and replace with suitable material to the satisfaction of the Engineer. This work shall be included in the Contractor's lump sum price under contingency removal/replacement of unsuitable material. The costs included under contingency removal/replacement of unsuitable material shall include all excavation, hauling and disposal of unsuitable material and the excavation, hauling, placement/backfilling and compaction of suitable soil. This contingency shall cover all depths of unsuitable soil removal/replacement and shall be verified by cross-section method by the Contractor and approved by the Engineer. There will be no time extension granted for work covered under this specification.

3. SUITABLE SOIL (A-3 MATERIAL)

- 3.1 As required, the Contractor shall be required to pre-qualify all A-3 material brought on site in accordance with the AASHTO soil Classification System by employing the use of an independent testing laboratory for soil classification.

4. UNSUITABLE SOIL/UTILITY CONFLICT

- 4.1 Where unsuitable soil conditions are encountered and existing utilities are not scheduled for removal or replacement, the Contractor must support and protect the utilities in place during removal and replacement of such unsuitable material.
- 4.2 Where construction of proposed water mains, sanitary sewer, force mains or reuse mains are called for in the plans, the removal of unsuitable material and backfill requirements shall be in accordance with the Notes and Detail sheets included in the Contract Drawings.

END OF SECTION

SECTION 02060

PIPE and STRUCTURE GRADE TOLERANCE

1. GENERAL

- 1.1 Inverts for proposed pipe and structure installation, relocation, or modification shall be held with 0.10 feet of the proposed inverts.
- 1.2 Unless an unknown conflict prevents the construction to proposed grade, pipes that exceed the tolerance requirement shall be removed and reinstalled within the grade limits. If an unknown utility conflict should prevent the construction within the allowed limits, the Contractor shall notify the Engineer what action will be taken to eliminate the conflict. If a deviation from the original plans is required, the Contractor shall mark the Plans to show what the problem was and what action was taken to continue his work. This information shall be included on the As-Built Drawings.

END OF SECTION

SECTION 02070

UTILITY COORDINATION

1. GENERAL

- 1.1 The Contractor shall be responsible for the complete coordination of all utility installation activities on the project. It shall be the Contractor's responsibility to ensure that the relevant utility coordination is scheduled in an appropriate fashion so as to minimize the effect of utility work on the overall project schedule. No contract change orders will be approved based upon time delays or damages created by the utility coordination efforts on this project.
- 1.2 Unless otherwise noted on the plans, all existing potable water, sanitary sewer, sewer forcemain and storm drainage utilities are to remain and be protected.

2. COORDINATION WITH UTILITIES

- 2.1 The Contractor shall establish liaison and coordinate his work activities with the activities of AT&T, Comcast, TECO and FPL to prevent interruption to utility service or delays to the progress of construction.
- 2.2 AT&T, Comcast, TECO and FPL will require time and access within the right-of-way to construct their facilities. The Contractor shall meet with utility representatives to coordinate and schedule their facility's installation prior to commencement of work. The utility construction activities must be included in the overall project schedule prepared by the Contractor.
- 2.3 The Contractor shall be required to perform the following work associated with this coordination effort:
 - 2.3.1 Establish grade +/- 6" of finished grade.
 - 2.3.2 Coordinate acceptance of grade.
 - 2.3.3 Perform necessary final grading after utility installation by others.
 - 2.3.4 The cost of these efforts shall be included in the Contractor's total lump sum price.
- 2.4 The Contractor shall conduct concurrent activities to not interfere with the relocation of utilities identified above and in other areas shown on the plans and shall cooperate with the utilities for installing services, delivering equipment, and removing existing facilities.

3. EXISTING UTILITIES

- 3.1 Known surface and sub-surface utilities are shown or noted on the drawings, as accurately as available information will permit. The Contractor shall have full responsibility for reviewing and checking such information (in the field or by utility agency as-built review) for accuracy. The Owner makes no representation or guarantee concerning the accuracy or completeness of such information shown or noted, or that utilities other than those indicated do not exist.
- 3.2 The Contractor shall be responsible for locating all utilities either on or contiguous to the site and taking adequate precautions to safely protect, support and maintain such utilities during construction, whether or not such utilities are accurately shown on the Drawings.
- 3.3 Customer service lines and other utilities that traverse the proposed construction are not normally shown on the Drawings and any damages thereto shall be the sole responsibility of the Contractor.
- 3.4 It shall be the Contractor's responsibility to comply with all applicable laws associated with Sunshine One Call during construction.
- 3.5 The Contractor shall refer to the plans for a list of utility companies or agencies (including contact names) with services within the limits of construction:

- 3.6 It is the responsibility of the Contractor to notify all utility providers in writing at three (3) days prior to construction and request that the location of their respective utility or material be located and staked in the field. Should the Contractor encounter any unidentified utility, work in the immediate area shall promptly cease, and the Utility Provider and Engineer advised. The Engineer shall be given up to eight calendar days in which to resolve any utility conflict prior to the Contractor's claim for additional compensation for construction delays.

4. PROTECTION OF UTILITIES DURING CONSTRUCTION

- 4.1 The Contractor shall be responsible for protection of existing and proposed utility systems during construction. Caution shall be used where the required construction will temporarily reduce the minimum cover requirements over existing or proposed utilities regardless of where they are shown on the contract drawings.
- 4.2 The cost of repair or replacement of any such utility damaged by the Contractors grading operation shall be included in the Contractors lump sum bid.
- 4.3 The Contractor is reminded the laws of Florida require him to notify any gas company, which may have underground lines in the work area at least 48 hours in advance of any digging operation.
- 4.4 It is the Contractors responsibility to request line rubber protection (when needed) from utility providers at least ten (10) working days in advance.

5. TEMPORARY UTILITIES

- 5.1 All water, electricity and other utilities required in accomplishing the work shall be furnished and installed by the Contractor. The water required for carrying out the work shall be obtained from the fire hydrants, existing water main connections, or new connections as approved by the Owner and the cost for such work shall be included in the Contractor's lump sum bid. Upon completion of work, all evidence of temporary connections and lines shall be removed.

END OF SECTION

SECTION 02080

UTILITY CONFLICTS

1. SEQUENCE OF CONSTRUCTION FOR WATER AND/OR SEWER

- 1.1 Where shown on the Contract Drawings or called for within the Contract Specifications, it shall be the Contractor's responsibility to schedule the construction and relocation of the water and/or sewer mains within the limits of construction. This scheduling shall be at the sole discretion of the Contractor. However, failure of the Contractor to review the relationship between component systems or relocate or adjust in conjunction with or prior to the drainage and roadway construction will not constitute a direct conflict in regards to this project regardless of where the water or sewer line is shown on the Contract Drawings.

2. ADJUSTMENTS DURING CONSTRUCTION

- 2.1 Commensurate with the applicable construction, it shall be the Contractor's responsibility to make reasonable investigations of the proposed locations for water and sewer construction. If minor deviations to the design locations can be made in accordance with the requirements of the Contract Documents to avoid conflict with other existing or proposed utilities at no additional cost to the Owner, then Contractor shall inform Engineer of the proposed remedy. Upon approval by the Engineer, the Contractor shall make field notes to identify any adjustments and include such deviations on the as-built drawings.

3. UNKNOWN CONFLICTS

- 3.1 Unknown conflicts are defined as being either lateral or vertical in nature.
- 3.2 When the Contractor discovers an unknown direct conflict (which could not have been reasonably avoided as outlined in Paragraph 2.1 above), the contractor shall contact the Engineer for verification and approval of the method of resolution. If the resolution causes an increase or decrease in the Contract Amount, such work shall be accomplished by the Contractor at the prices established in the Schedule of Values.
- 3.3 The Engineer shall be given up to (14) fourteen calendar days in which to resolve any utility conflict prior to the Contractor's claim for additional compensation for construction delays
- 3.4 The Contractor will be required to make adjustments of all manholes, valve boxes, structure tops (including manhole ring and covers) and other like items within the limits of construction to meet the final lines, dimensions and grades shown on the Contract Drawings. The Contractor will not be required to make adjustments to manholes, valve boxes, structure tops and other like items belonging to AT&T, FPL, TECO or Comcast. Manholes belonging to these companies will be adjusted by, and at the expense of, the utility concerned.

4. SCHEDULING of the WORK

- 4.1 In the event the Contractor encounters a conflict (known or unknown), the Contractor shall continue operations elsewhere until such time either the utility company relocates their utility, shop drawings (if needed) have been approved and/or the precasting of conflict structures (if any) is complete. The Contractor must schedule or relocate his work so not to artificially create a stoppage in the Work. No time delay impacts will be granted due to this scheduling requirement and the Contractor, by entering into this Agreement, acknowledges this condition of the construction.

END OF SECTION

SECTION 02090

UTILITY INSTALLATIONS

1. SPECIFICATION REQUIREMENTS

- 1.1 Water, reuse, sanitary sewer and force main construction shall be in accordance with St. Johns County Utility Department Standards (identified in Section 01020).
- 1.2 SJCUD will provide inspection efforts during construction. The Contractor shall coordinate with SJCUD as may be required.

END OF SECTION

SECTION 02100

MOBILIZATION

1. GENERAL

- 1.1 Mobilization shall consist of the preparatory work and operations in mobilizing to begin the Work and demobilizing upon completion of Work on the project, including, but not limited to, overhead, general conditions, and those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, pre-construction and construction survey and for the establishment of safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and Federal, State and local laws and regulations.
- 1.2 The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for use of his employees as may be necessary to comply with the regulations of the public bodies having jurisdiction.

2. PAYMENT

- 2.1 All costs for mobilization shall be included in the CONTRACTOR'S Lump Sum Bid Price.
- 2.2 No separate payment will be made for demobilization costs.
- 2.3 Invoicing Schedule
 - (a) The CONTRACTOR may request payment of no more than 30% of the lump sum bid price for mobilization with the first invoice.
 - (b) The remaining 70% of the mobilization balance shall be made in equal monthly payments over the duration of the original contract.

END OF SECTION

SECTION 02110

STORAGE of EQUIPMENT and MATERIALS

1. GENERAL

- 1.1 The Contractor shall use due care in safe operations and shall provide adequate facilities for proper storage of materials, tools and/or equipment, and it shall be the responsibility of the Contractor to provide locked storage and/or sufficient guards to prevent injury or vandalism.
- 1.2 The Contractor shall not (except after written consents from the property owner) enter or occupy with men, tools or equipment, any land outside the property of the Owner. A copy of the written consent shall be given to the Engineer.
- 1.3 The Contractor shall adhere to the St. Johns Utility Department / FDOT and any Owner's requirements when storing utility materials on site. These Standards may include the construction of temporary fencing, gates and signs in accordance with the latest St. Johns Utility Department / FDOT and any Owner's requirements. Contractor shall also obtain Owner approval for the location and type of fencing, if required by St. Johns Utility Department / FDOT and any Owner's requirements. Cost for this work shall be included in Contractor's Lump Sum Bid Proposal.
- 1.4 The Contractor shall be required to provide an offsite parking area located outside of the existing State or County right of way for all of its employees and delivery providers, along with providing such transportation measures as necessary between the parking area and the job site. Parking is allowed within temporary construction office location provided it is within the space allocated in the specifications for occupancy.

2. DESIGNATED AREAS

- 2.1 The only areas provided for the storage of materials are the limits of construction areas identified in the plans.
- 2.2 The Contractor shall be responsible for the complete security of all materials stored on this site and for the protection of the public against any harm associated with the storage of construction materials and equipment on lands provided by the Owner.

END OF SECTION

SECTION 02130

PROJECT SURVEYING

1. GENERAL

- 1.1 The Owner shall provide the survey work outlined in the proposal.
- 1.2 All other survey work must be provided by the Contractor, including construction staking (i.e. grade stakes, lines and levels). Construction layout and staking of the proposed work shall be done under the supervision of a registered land surveyor or engineer authorized to practice in the State of Florida under the provisions of Chapter 472 or 471, Florida Statutes, respectively.
- 1.3 The Contractor will provide all surveys necessary to commence and perform all the work. All work shall be done to the lines, grades and elevations shown on the Contract Drawings. Any work done without being properly located will be ordered removed and replaced at the Contractor's expense.
- 1.4 The Contractor shall furnish and pay for all stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor including instrument men, rodmen, chainmen, etc., as may be required in layout of any part of the Work from the baselines and benchmark(s) established by the Owner.
- 1.5 The Contractor shall also be responsible for monumenting benchmarks, geometric curve data (if any) and all other boundaries at the conclusion of the project, to allow for future reference.
- 1.6 All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the Contractor in laying out the Work shall be available at all times during the progress of the Work for the ready examination by the owner or its duly authorized representatives
- 1.7 The Owner may make original and final surveys and make computations to determine the quantities of Work performed or finally in place.
- 1.8 The Contractor shall make such surveys and computations as are necessary to determine the quantities of Work performed or placed during each period for which a progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the Contractor for the purpose of construction and for progress reviews, shall be furnished promptly to the Owner for permanent records and for determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the Contractor shall be made during the presence of the owner.
- 1.9 The Owner may make checks as the Work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of Contract Specifications and Plans. Such checking by the Owner or its representative shall not relieve the Contractor of the responsibility to perform all Work in accordance with the Contract Plans and the event that location marks as established by the Contractor are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.
- 1.10 No separate payment will be made for the cost involved in the survey work, layout work or staking

performed by the Contractor. All such costs will be considered as incidental to the Contract.

2. SURVEYS AND GRADE STAKES

- 2.1 Any reference points, points of intersection, property corners, or bench marks which are disturbed during construction shall be restored by a land surveyor registered to practice in the State of Florida, and shall be included in the Contractor's lump sum price.
- 2.2 The elevation data shown on the construction drawings are based on various benchmarks, some of which may be disturbed or removed during the course of this project. The contractor shall be responsible for transferring and documenting all benchmarks that will be disturbed or removed.
- 2.3 All costs associated with this item shall be included in the lump sum bid amount.

END OF SECTION

SECTION 02140

AS-BUILT DRAWINGS

1. GENERAL

- 1.1 The work covered under this section includes furnishing the Engineer a complete set of As-Built on reproducible mylar, vellum paper and CADD files on disk. The Contractor shall maintain "As-Built" Drawings, commensurate with the construction progress. Final as-builts shall be submitted to the Engineer at least ten (10) days prior to Final Inspection.
- 1.2 Final payment will not be made until the "As-Built" Drawings have been approved by the Engineer, all using agencies, the Owner or other governing bodies have jurisdiction.
- 1.3 The cost for preparing the final "As-Built" Drawings shall be included in the Contractor's lump sum bid including, but not limited to, all other costs of collecting, maintaining, and transmitting As-built data.
- 1.4 The As-Built Drawing information shall be in strict accordance with this specification and the following codes and standards:
 1. Local county, municipal and utility codes.
 2. St. Johns County
 3. St. Johns County Utility Department
 4. St. Johns River Water Management District.
 5. Florida Department of Environmental Protection
- 1.5 Job Site Record Drawings: Blue-line prints. Engineer will furnish one set at cost.
- 1.6 Base Design Drawings: Engineer will provide appropriate base CADD file(s) of the Final Engineering design drawings for use by the contractor to develop the necessary "As-built" drawings. "As-built" drawings shall replicate the Final Engineering Drawings in format and presentation.
- 1.6 Final Record Drawings:
 1. Hard copies: The Contractor shall supply signed and sealed hard copies signed by both the Contractor with Contractor's box and registered Florida Land Surveyor. The hard copies will be supplied to the Owner, Engineer and copies as required by each agency listed in this section. The format for these hard copies shall be blackline reproductions.
 2. The Contractor shall also supply digital files in the following formats:
Autocad Drawings Files (Autocad 2017 or later) CADD File on disk: CD-ROM, .DWG as well as a PDF Format. Final "As-built" Record Drawings that correspond to the final signed and sealed hardcopies to the Engineer.
- 1.7 Contractor shall submit one (1) set of updated as-builts with each progress payment request.

2. REQUIREMENTS

- 2.1 The record drawings shall be maintained by the Contractor to correctly and accurately show all changes from the Contract Documents made during construction and shall reflect surveyed information, which shall be performed by a Florida Registered Land Surveyor or Professional Engineer. Each sheet shall bear Surveyor's or Professional Engineer's Statement, embossed seal, and original signature of the Registered Land Surveyor or Professional engineer. The final drawings shall be on hard copy (reproducible bond or equivalent material), neat and legible.
- A. Daily records of changes in location of piping, fixtures and other items shall be kept and recorded on the record drawings.
 - B. In preparation of "As-Built Drawings", the designated elevation and distance changed shall be crossed through (not erased) and the actual elevation or distance written in. The drawings shall show the exact size, elevation and location of all finish grades, road elevations on cross-sections, base grades, lines, valves, manholes, fittings, fire hydrants, air release valves, deflections in the pipe and all potable water and sanitary sewer connections as required during construction. All applicable of dimensions of all valves, fittings, structures and pipes shall be shown and disclaimers will not be allowed.
 - C. The Contractor shall review the completed record drawings and ascertain that all data furnished is accurate and truly represents the work actually installed. No Record Drawing information will be accepted from subcontractors.
 - D. Each as-built sheet shall have the word "AS-BUILT" in 1-inch minimum block letters. Place above the title block in lower right corner. Special detail drawings will be required where installations were not as shown on the Contract Drawings due to field conditions.
 - E. Each as-built sheet shall bear a Contractor's certification stamp indicating that the completed improvements have been completed in accordance with the approved Plans and Specifications.
 - F. Each as-built sheet shall bear a Surveyor's certification stamp indicating that the completed improvements are at the horizontal and vertical locations shown on the as-built drawings and that the as-built drawings meet the minimum technical standards set for by Florida Statutes.
 - G. The project shall not be considered to be Substantially Complete until as-builts have been submitted and accepted by the Engineer. Prior to final payment, the as-built drawings shall be revised by the Contractor to reflect any changes, which may have occurred and shall add any information found by the Engineer to be missing
 - H. Contractor shall be required to make any necessary submittals of the final "As-Built" Record drawings and any associated documentation to the local governing municipalities and/or agencies as directed by the Engineer for final acceptances/approvals.
- 2.2 Existing Utilities (electric, telephone cable TV, gas, water and sewer)
- 1. The Contractor shall show elevations and location (by plus and tie from center

line) of all existing utilities crossed by new construction.

2. The Contractor shall show all utilities including those shown on the drawings and those exposed during construction.

2.3 Storm Drainage

1. The Contractor shall locate all drainage structures by plus and tie from centerline.
2. The Contractor shall provide pipe types, sizes and length.
3. The Contractor shall provide elevations for all structures, flow lines of pipe and underdrain.
4. The Contractor shall cross through all changes in design elevations, distances, stations, drainage structures, pipe, etc., and place "as-built" conditions directly adjacent to the original design data.
5. The Contractor shall show all drainage easements and improvements / encroachments within the easements shown on the plans.

2.4 Storm Water Management Facilities (SMFs)

1. "As-built" information required for all storm water basins shall consist of:
 - a. Spot elevations on top of bank to confirm minimum design bank elevation every 100' and along side slopes at the same interval and at all changes in direction along the top of bank.
 - b. 6-feet below normal water to confirm maximum slope of 4:1 (distances and elevations shall be provided to confirm slopes).
 - c. Elevation of water stage at date of as-builts.
 - d. Elevation of top of control structure, throat, faces or underdrain and any other controlling feature.
 - e. Location of top bank and existing water's edge at time and date of taking elevations.
 - f. Spot elevations on the bottom of the lake (minimum four (4) shots per acre).
 - g. Groundwater Cutoff Walls (every 100' minimum intervals and at both ends including depths at these locations).

2.5 Paving

1. The Contractor shall provide the following information at a minimum of 100 feet intervals at the following changes in vertical and horizontal alignment:
 - a. On centerline (or profile grade line)
 - b. Back / top of curb
 - c. Edge of gutter at pavement
 - d. Front and Back of sidewalk
 - e. Low points and high points
 - f. Curb returns at intersections
 - g. Centerline intersections
 - h. Beginning and end of super elevations transitions
 - i. Beginning and end of full super elevations
2. The Contractor shall provide top and bottom elevations for ADA ramps on each side (4 corners) and including the length of the ADA ramp.

3. "As-built" information required on pumping station shall include:
 - a. Size, location and invert elevation of wetwell to nearest tenth of a foot.
 - b. Elevations of wetwell top or cover, and for each pipe invert.
 - c. All schedules on the drawings, which show, pump, motor or electrical data shall be amended to show as-built conditions.
 - d. Discharge piping route shall be located in two (2) directions same as required for water mains. Show horizontal and vertical control dimensions of each fitting; change in location or elevation and at points of connection or discharge. Give type and size of pipe.

2.6 Waste Water (Abbreviated)

1. All piping, wyes, tees, valves, manholes, service laterals, and special cases shall be located in two directions, in the same manner as water locations.
2. Horizontal control dimensions shall be to the nearest tenth of a foot.
3. Vertical locations to the nearest hundredth of a foot will be required.
4. Identify runs of gravity; i.e., 300 feet, 8-inch PVC SDR 35 at R=0.30 percent, S=.003.
5. Elevations shall be given for the top of the manhole cover and for all inverts.
6. Service depths to be identified and location of end of service shall be given to the plug.
7. Manhole types and diameters to be identified.
8. Vertical clearances between other utilities.
9. "As-built" information required on pumping station shall include:
 - a. Size, location and invert elevation of wet well to nearest tenth of a foot.
 - b. Elevations of wet well top or cover, and each pipe invert.
 - c. All schedules on the drawings, which show, pump, motor or electrical data shall be amended to show as-built conditions.
 - d. Discharge piping route shall be located in two (2) directions same as required for water mains. Show horizontal and vertical control dimensions of each fitting; change in location or elevation and at points of connection or discharge. Give type and size of pipe.

2.7 Potable Water Mains, Force Mains and Reuse Mains (Abbreviated)

1. Locate valves, fittings, fire hydrants, etc. in two directions.
2. Locations shall be a) perpendicular to right-of-way; b) parallel to water main and referenced perpendicular to right-of-way line of nearest street.

- A. Centerline may be used in lieu right-of-way line. Stationing may be used.
 - B. Structures which are properly located may be used, providing ties are perpendicular or parallel to said structure. Radial ties are not acceptable.
- 3. All horizontal and vertical distances to be shown to nearest tenth of a foot.
- 4. Provide separate tables for each of the following appurtenances:
 - A. Fittings: table shall include type, size, northing, easting, latitude, longitude, fitting elevation, final grade elevation and cover.
 - B. Valves: table shall include size, type, manufacturer, number of turns to open, direction to open, top nut elevation, final grade elevation and cover.
 - C. Hydrant: table shall include manufacturer and date of installation.
 - D. Services/Meters: table shall include northing, easting, pipe elevation, final grade and cover.
- 5. Special detail drawings will be required where installations were not shown on contract drawings due to field conditions or where required for clarity.
- 6. Elevations on pipe and fittings every 100 feet maximum except where changes in direction and/or elevations occur. Locations are required at those points of inflection.
- 7. Locations on pipe every 500 feet except where changes in direction occur; locations required.
- 8. Detail of all main crossings of storm sewer, sanitary sewer pipes, reuse mains and force mains showing vertical clearance.

2.8 Sleeves / Casings

- 1. Locate all sleeves/casings installed by contractor or others such as Comcast, BellSouth, FPL, etc.
- 2. Locate both ends by station and offset to the nearest tenth of a foot.
- 3. Provide vertical locations of both ends to the nearest tenth of a foot.
- 4. Identify size and type of pipes

2.9 Lot Grading

- 1. "As-built" information required for all lot grading as-builts shall consist of:
 - A. Spot elevations at each corner of the lot, at the midpoint and/or breakpoint along each lot line to the nearest tenth of a foot.

- B. If rear yard is sloped to natural grade, provide spot elevation to the nearest tenth of a foot at the break point before slope begins to natural grade.
- C. Elevations and horizontal extents of the building pads

END OF SECTION

SECTION 02150

ENVIRONMENTAL PROTECTION

1. DUST CONTROL

- 1.1 It is anticipated that the nature of the roadway and utility construction may result in frequent conditions conducive to producing large amounts of airborne dust. If the Engineer determines it is necessary to control dust from time to time during the progress of work, the Contractor shall do so at no additional cost to the Owner.
- 1.2 Therefore, the Contractor shall be responsible for taking all measures necessary, as approved by the Engineer, for effective dust control at all times, including "off-hours" when no work is being performed, throughout the course of this project.
- 1.3 The extent of these measures may at times include the continuous use of water truck(s) during working hours, frequent use of water truck(s) on weekends, holidays, and other "off-hours", expediting completion of dust-generating operations, street sweeping, and other such methods as approved by the Engineer

2. LITTER

- 2.1 The Contractor shall be required to control, collect and dispose of all litter excavated or exposed by the work as directed by the Engineer.

3. BURN CONTROL

- 3.1 Burning of clearing and grubbing debris generated on this project may be burned as allowed by St. Johns County and City of Jacksonville Fire Marshall. The Contractor shall receive permission to burn debris by obtaining a burning permit as required.
- 3.2 The Contractor is required to haul off site all excess debris from burning operations.
- 3.3 During non-burn conditions, as defined by St. Johns County and City of Jacksonville, the contractor shall be responsible for all the disposal of all burn materials.
- 3.4 It is unequivocally understood that the Contractor shall include, in the preparation of the lump sum bid proposal, the condition that burn bans may be imposed by regulatory agencies and such bans shall not constitute any entitlement to an adjustment of Contract price or time.

4. WATER CONTROL

- 4.1 Grade site to drain and maintain positive drainage in all traveled areas. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- 4.2 Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

END OF SECTION

SECTION 03102

MAINTENANCE OF TRAFFIC

1. GENERAL

- 1.1 Except as may otherwise be specified on the plans or herein, maintenance of traffic shall be in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and the Roadway and Traffic Design Standards Index, latest Edition and the Manual of Uniform Traffic Control Devices, Latest Edition.
- 1.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices as described in Section 102 and in the Contract Documents. Ensure that the Worksite Traffic Supervisor is certified in the advanced training category by a FDOT approved training Provider. Approved Providers will be posted on the FDOT's website at the following URL address: <http://www.fdot.gov/roadway/> Use approved alternate Worksite Traffic Supervisors when necessary.
- 1.3 Flagger: Provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required. The Worksite Traffic Supervisor or others as approved by the Engineer will provide training for flaggers.
- 1.4 The Contractor shall be required to furnish the names and phone numbers of at least two (2) individuals whom may be contacted 24 hours a day in the event of an emergency.
- 1.5 Traffic control devices as required by the maintenance of traffic plan shall be maintained in proper order at all times throughout the duration of the contract.
- 1.6 Improper traffic maintenance shall be grounds to stop construction until the proper devices and/or controls are implemented.

3. MAINTENANCE REPORTS

- 3.1 Contractor shall provide necessary MOT reports as required in the FDOT Standards and Specifications, latest edition.

END OF SECTION

SECTION 03104

PREVENTION, CONTROL, and ABATEMENT OF EROSION and WATER POLLUTION

1. GENERAL

- 1.1 At a minimum, erosion protection shall be in accordance with Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition, Index Nos. 102 and 103 in the latest Roadway and Traffic Design Standards Manual, the notes and details shown on the Contract Drawings and the conditions of the St. Johns River Water Management District Permit
- 1.2 The Contractor shall implement the Sediment and Erosion Control Details and the Stormwater Pollution Prevention Plan for the prevention, control, and abatement of erosion and water pollution during the entire Contract Period to comply with local and State of Florida water quality standards and regulations, and Federal NPDES regulations.

This includes but is not limited to: temporary grassing (to include 'contingency' provisions identified in Bid Proposal), silt screens, turbidity barriers, COIR bales and other such measures which shall prevent the discharge of turbid waters from the construction area and minimize erosion within the limits of construction. Should any erosion occur, the Contractor shall repair eroded areas without delay and shall reimburse the Owner for any fines, fees or penalties which may be imposed by regulatory agencies for failure to maintain proper erosion control and stormwater facilities.

2. SILT BARRIER and COIR BALES

- 2.1 Prior to construction and as a minimum standard, the Contractor shall install temporary silt barriers and coir bales in accordance with the Contract Drawings. The Contractor shall maintain the silt barriers, coir bales and other erosion control measures until final acceptance of the project.
- 2.2 As a minimum standard, coir bales shall be replaced at regular intervals not exceeding three (3) months.
- 2.3 As a minimum standard, silt barriers shall be replaced at regular intervals not exceeding twelve (12) months.
- 2.4 Once construction has been completed, a stand of grass has been established and prior to final acceptance, the Contractor shall remove and dispose of the temporary silt barriers and Coir bales in accordance with the Contract Drawings.

3. PRECONSTRUCTION REQUIREMENTS AND REQUIRED DOCUMENTATION

- 3.1 In addition to the requirements identified in the Sediment and Erosion Control Details and the Stormwater Pollution Prevention Plan, Contractor shall be required to provide qualified personnel who have successfully passed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors".
- 3.2 In addition to the requirements identified in the Sediment and Erosion Control Details and the Stormwater Pollution Prevention Plan, Contractor shall be required to submit inspection reports (by personnel qualified per Section 3.1 above) on the "Stormwater Pollution Prevention Plan Construction Inspection Report" (FDOT Form No. 650-040-03) a minimum, of every seven (7) calendar days and within 24 hours of a 0.25 inch rainfall event.
- 3.3 Contractor management personnel, as well as all qualified personnel identified in Section 3.1 above, will be required to attend a pre-construction Contractor Stormwater Training Program and other Contractor Stormwater Training Programs throughout the life of the contract. Engineer shall schedule these training programs after execution of the contract.

END OF SECTION

SECTION 03110

CLEARING AND GRUBBING

1. GENERAL

- 1.1 Clearing and grubbing shall be in accordance with Section 110 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition.

2. REQUIREMENTS

- 2.1 Clearing and grubbing shall include the complete removal and disposal of all timber, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the surface of the existing ground or located under the surface of the excavated areas whether or not they are shown on the plans.
- 2.2 Unless otherwise provided, the Work shall also include, but not be limited to, saw cutting, removal and disposal of existing asphalt or concrete pavement and the removal and disposal of drainage pipe culverts, headwalls, endwalls, etc.

3. AREAS COVERED

- 3.1 Unless otherwise shown on the plans or specified herein, clearing and grubbing shall be done within the following areas:
 - 3.1.1 All areas where necessary to accomplish this project as directed by these plans and specifications.
 - 3.1.2 All areas where excavation will be done, including borrow pits, lateral ditches, right-of-way ditches, etc.
 - 3.1.3 All areas where roadway embankments or roadway base will be constructed.
 - 3.1.4 All areas where structures will be constructed, including pipe culverts and other pipe lines.

4. DEPTHS of REMOVAL of ROOTS, STUMPS and OTHER DEBRIS

- 4.1 In areas where excavation is to be done and where the excavated material is to be used in the construction of roadway embankment or roadway base or pavement, all stumps, roots and other debris shall be removed to a depth of at least one foot below finished grade or the bottom of the base course or roadway embankment finish grade. Removal of unsuitable material shall be in accordance with Section 02050 of these Specifications.

5. DISPOSAL of PAVING MATERIALS

- 5.1 Paving materials excavated in the removal of existing pavements, such as paving brick, asphalt block, concrete slab, limerock, sidewalk, curb and gutter, etc., shall be disposed of at the Contractor's expense whether or not they are shown on the plans.

END OF SECTION

SECTION 03120

EXCAVATION AND EMBANKMENT

1. GENERAL

- 1.1 Excavation and embankment shall be in accordance with Section 120 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition.

2. DISPOSAL

- 2.1 Sub-Article 120-5.5 Disposal Areas is amended to read as follows:

The disposal of excavated muck other materials unsuitable for the roadway construction and paving materials excavated in the removal of existing pavements, such as brick, asphalt block, concrete slab, limerock, sidewalks, curb and gutter, etc., shall be disposed of by the Contractor at no additional cost to the Owner in accordance with all Federal, State and Local laws, ordinances, regulations and rules.

END OF SECTION

SECTION 03160

STABILIZED SUBGRADE

1. GENERAL

- 1.1 Stabilization of the roadway subgrade shall be in accordance with Section 160 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition.

2. REQUIREMENTS

- 2.1 The work specified in this section consists of the preparation of the firm and unyielding subgrade having the required bearing value specified in the Contract Drawings and Specifications. It is intended that the desired bearing value be obtained regardless of the quality of the existing soil or materials available on the site.
- 2.2 All roadway subgrade construction in excess of 400 feet in length shall be tested for L.B.R. value.
- 2.3 All proposed stabilized subgrade areas shall be mechanically stabilized by a rotary tiller to provide a homogeneous mixture, regardless of the in-situ bearing characteristics.

END OF SECTION

SECTION 03162

TOPSOIL

1. GENERAL

- 1.1 Topsoil shall be placed in accordance with Section 162 of the Florida Department of Transportation (FDOT) Supplemental Specifications for Road and Bridge Construction, latest edition.
- 1.2 For sodded areas, the root mat of the sod shall be considered as a substitute for the thickness calculated in the acceptance of the Finished Soil Layer.
- 1.3 In accordance with the FDOT Standard Specifications, the overexcavated muck layer (if suitable) removed from the project site shall be used as a supplement and mixed with the existing material in quantities sufficient to achieve the minimum organic level and pH range.
- 1.4 The Contractor is reminded that all muck excavated on the project may not be suitable for use in topsoil construction.
- 1.5 Topsoil shall be placed at all locations to be grassed as shown on the plans in accordance with Section 162 of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2016 Edition.
- 1.6 The above referenced specification shall also apply to all sodded areas.

END OF SECTION

SECTION 03200

LIMEROCK BASE

1. GENERAL

- 1.1 The work specified In this section consists of the construction of a base course composed of limerock. It shall be constructed on a prepared subgrade in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest Edition, and in conformity with the lines, grades, notes and typical sections shown in the plans.

2. TRANSPORTING LIMEROCK

- 2.1 The limerock shall be transported to the point where it is to be used, over rock previously placed where practical and dumped on the end of the preceding spread. Hauling over previously prepared subgrade will not be permitted.

END OF SECTION

**INFORMAL
PROJECT MANUAL

FOR

PICKLEBALL COURT
CONSTRUCTION SERVICES**

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

April 5, 2023

Issue April 5, 2023

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**PICKLEBALL COURT CONSTRUCTION/INSTALLATION SERVICES
REQUEST FOR PROPOSALS
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
St. Johns County, Florida**

Notice is hereby given that the Sweetwater Creek Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing construction and installation services of four pickleball courts in the District all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained via electronic mail from Scott Lockwood of England-Thims & Miller, Inc. at LockwoodS@etminc.com.

In order to submit a proposal, each Proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. The District reserves the right in its sole discretion to make changes to the Project Manual. **This is an informal bid. No protest rights or other procurement rights will be afforded to any Proposer.**

Firms desiring to provide services for this project must submit proposals no later than April 26, 2023, at 12:00 p.m. (EST) to the offices of England-Thims & Miller, Inc., 14775 Old S. Augustine Road, Jacksonville, Florida 32258, Attention: Scott Lockwood, District Engineer. Proposals may be submitted in person or sent via regular mail; provided, however, it is the Proposers responsibility to ensure timely delivery of said proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Those received after the time and date stipulated above may be returned unopened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified in the District’s discretion.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such an award to other than the lowest price proposal. **The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion, it is in the best interest of the District to do so. There are no protest rights or procurement requirements associated with this bid.** Any and all questions relative to this project shall be directed in writing by e-mail only to District Manager, Jim Oliver at joliver@gmsnf.com, with a copy to the District’s Engineer at LockwoodS@etminc.com.

Sweetwater Creek Community Development District
District Manager

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
Pickleball Court Construction/Installation Services
St. Johns County, Florida

Instructions to Proposers

1. DUE DATE. Sealed proposals (“**Proposals**”) must be received by interested parties (“**Proposer**”) no later than April 26, 2023, at 12:00 p.m. at the offices of England-Thims & Miller, Inc., 14775 Old S. Augustine Road, Jacksonville, Florida 32258, Attention: Scott Lockwood. Proposals received after the time and date stipulated may not be considered.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

| DATE | EVENT |
|---|---|
| April 5, 2023 | RFP package available. |
| Generally available up until project closing. | Site is available for Proposers to visit/inspect on your own. |
| April 19, 2023 | Deadline for questions. |
| April 26, 2023 | Proposals submittal deadline. |
| May 4, 2023 | Anticipated Award |

3. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

4. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory construction services thereof. The Proposer understands that the project site is open and that he may visit it independently to evaluate the project site. The Proposer agrees to accept the site in an “as is” condition and hold its prices for the period set forth in this proposal package. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District’s operating rules and procedures. Ignorance on the

part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

6. PROJECT MANUAL. The “Project Manual” and any addenda thereto, may be obtained from the District Engineer at LockwoodS@etminc.com. Upon receiving the Project Manual, Proposers shall contact the District Engineer at LockwoodS@etminc.com and confirm their receipt of the entirety of the Project Manual, as determined by comparing the contents of the Project Manual with the Table of Contents.

7. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

8. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

9. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to joliver@gmsnf.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after April 19, 2023, at 12:00 p.m. will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally.

10. SUBMISSION OF PROPOSAL. Submit one (1) digital PDF copy (flash drive required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Sweetwater Creek Community Development District – Pickleball Court Construction/Installation Services) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

11. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

12. PROPOSAL FORMS. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of

the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with construction plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

13. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. Proposer's organizational chart.
- C. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- E. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, pickleball court (and preferably sump) construction services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- F. A list of the total annual dollar value of work completed for the last three (3) years.
- G. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- H. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as the name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and G.
- I. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- J. Completed proposal pricing sheet. All responses must provide unit prices for each of the items described in the Project Manual. If additional services are added during

the term of the contract, compensation for such services shall be based on the unit prices provided.

- K. A current certificate of insurance.
- L. A list of any and all lawsuits that the Proposer is or has been a party to in the past five (5) years.
- M. A list of any and all licensure disciplinary actions the Proposer or its employees is or has been a party to in the past five (5) years.

14. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

15. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

16. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District. This is an informal request for proposals process because it is anticipated the amount of work required falls under public procurement thresholds.

17. CONTRACT AWARD. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

18. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the

Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

19. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

20. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

21. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

22. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed without written consent from the District.

23. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

24. E-VERIFY. The successful Contractor must comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, the Contractor must 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 and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into the Agreement, the Contractor will represent that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of the Agreement.

25. NO PROTEST RIGHTS. This is an informal bid. No protest rights or other procurement rights will be afforded to any Proposer.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
PICKLEBALL COURT CONSTRUCTION/INSTALLATION SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects, including sump maintenance; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation. *

* Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (_____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs.

Proposer's Total Score (100 Points Possible) (_____ Points Awarded)

END

**Please note that while the Board intends to use these evaluation criteria to score the proposals, this is an informal bid and the Board may elect to move forward with the Proposer it deems to be in the District's best interests without regard to using the evaluation criteria set forth herein.

AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida
COUNTY OF SJC

Before me, the undersigned authority, appeared the affiant, Paul Hoffman, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Hoffman Commercial Construction ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Sweetwater Creek Community Development District's ("District") request for proposals for pickleball court construction/installation services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: #1 dated April 12, 2023.

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify

the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 20th day of April, 2023.

Proposer: Hoffman Commercial Construction, LLC

By: Paul Hoffman

Title: President

STATE OF FL
COUNTY OF SJC

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

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

PROPOSAL FORM
PART I – GENERAL INFORMATION

• *Proposer General Information:*

Proposer Name Hoffman Commercial Construction, LLC

Street Address 6919 Distribution Ave S. Unit #5

P. O. Box (if any) _____

City Jacksonville State FL Zip Code 32256

Telephone 904-759-3211 Fax no. _____

1st Contact Name Paul Hoffman Title President

2nd Contact Name Chris Ramos Title Supt

Parent Company Name (if any) N.A.

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

• *Company Standing:*

Proposer's Corporate Form: LLC
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? FL Date 3/16/2016

Is the Proposer in good standing with that State? Yes X No _____

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes X No

If no, please explain _____

- *What are the Proposer's current insurance limits?*

| | |
|----------------------|---------------------------------|
| General Liability | \$ <u>1,000,000/\$2,000,000</u> |
| Automobile Liability | \$ <u>1,000,000</u> |
| Workers Compensation | \$ <u>1,000,000</u> |
| Expiration Date | <u>8/1/2023</u> |

- **Please attach a current certificate of insurance.**
- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

CGC 1514994

PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 6919 Distribution Ave S. Unit #5

P. O. Box (if any) _____

City Jacksonville State FL Zip Code 32256

Telephone 904-759-3211 Fax no. _____

1st Contact Name Paul Hoffman Title President

2nd Contact Name Chris Ramos Title Supt

- *Proposed Staffing Levels - construction staff will include the following:*

_____ 1 Supervisors, who will be onsite 5 days per week;
 _____ Technical personnel, who will be onsite _____ days per _____; and
 _____ Laborers, who will be onsite _____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer’s Officers and Supervisory Personnel and attach resumes for any individuals listed.*
- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☒ No ☐ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name 4K Construction

Street Address _____

P. O. Box (if any) PO Box 17363

City Jax State FL Zip Code 32245

Telephone 904-591-0245 Fax no. _____

1st Contact Name Bobby Klem Title President

2nd Contact Name Steve Klem Title VP

Proposed Duties / Responsibilities: Site work

Please describe the subcontractor’s role in other projects on behalf of the Proposer:

Project Name/Location: Pine Ridge Pickleball Courts

Contact: _____ Contact Phone: _____

Project Type/Description: Tennis and pickleball court / parking lot

Dollar Amount of Contract: \$400,000

Proposer’s Scope of Services for Project: _____

Site work

Dates Serviced: Fall 2022

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

Existing employees will work on site. All passes E-verify and background checks.

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

OFFICERS

PROPOSER: Hoffman Commercial construction, LLC

DATE: 4/26/23

Provide the following information for key officers of the Proposer and parent company, if any.

| NAME | POSITION OR TITLE | RESPONSIBILITIES | INDIVIDUAL'S RESIDENCE CITY, STATE |
|------------------------------------|----------------------|------------------|---------------------------------------|
| Paul Hoffman | President/PM | Project Manager | Nocatee |
| Chris Ramos | Supt | Supt | Callahan |
| Patrick Kennedy | Supt | Supt | Jacksonville |
| | | | |
| | | | |
| | | | |
| FOR PARENT COMPANY (if applicable) | | | |
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|--|--|--|--|

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: Hoffman Commercial Construction, LLC

DATE: 4/26/23

| INDIVIDUAL'S NAME | PRESENT TITLE | JOB RESPONSIBILITIES | OFFICE LOCATION | % OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK | YEARS OF EXPERIENCE IN PRESENT POSITION | TOTAL YEARS OF RELATED EXPERIENCE |
|-------------------|---------------|-----------------------------|-----------------|--|---|-----------------------------------|
| Paul Hoffman | President | Project Manager for project | Jax | 20% / 1 day | 18 years | 29 years |
| Chris Ramos | Supt | Supt - TDB | Jax | 75%/5 days | 10 years | 18 years |
| Patrick Kennedy | Supt | Supt - TBD | Jax | 75%/5 days | 6 years | 10 years |
| | | | | | | |
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**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: Hoffman Commercial Construction, LLC

DATE: 4/26/23

| QUANTITY | DESCRIPTION* | # OF PROJECTS DEDICATED TO | STORAGE AND WORK SITE LOCATIONS |
|----------|--------------|----------------------------|---------------------------------|
| 1 | Pickup Truck | 2 | |
| | | | |
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PROPOSAL FORM PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously?*

Yes X No

If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: Pine Ridge Amenity Tennis and Pickleball Courts CCD - Clay County

Contact: Marilee Giles Contact Phone: GMS Inc. 904-940-5850 ext 412

Project Type/Description: New tennis and pickleball courts, parking lot, splash pad

Dollar Amount of Contract: \$1,734,809

Scope of Services for Project: General Contractor. New sports courts and pickleball courts,
parking lot and splash pad at pool.

Dates Served: Aug 2022 to February 2023

- *List the Proposer's total annual dollar value of construction services work completed for each of the last three (3) years:*

2022 =

2021 =

2020 = _____

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. Attach additional sheets if necessary.

Project Name/Location: Nocatee Pickleball Court Addition - St. Johns County

Contact: Mo Rudolph Contact Phone: 904-571-0477

Project Type/Description: Four new pickleball courts and lighting

Dollar Amount of Contract: \$430,000

How was the project similar to this project? I had to install four new pickleball courts, fencing, access controls and sports lighting to Nocatee.

List of subcontractors used: PSA sports court and Nite Light lighting.

Is this a current contract? Yes ☐ No ☒

Duration of contract: Completed in 2019

- *(Information regarding similar projects – continued)*

Project Name/Location: Arbor Mill Subdivision Tennis Courts - St. Johns County

Contact: Sam Crozier Contact Phone: 904-826-9425

Project Type/Description: New Tennis court, pool, playground and bathhouse.

Dollar Amount of Contract: \$800,000

How was the project similar to this project? New sports court and fencing

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ☐ No ☒

Duration of contract: Completed in 2017.

- *(Information regarding similar projects – continued)*

Project Name/Location: SONOC CDD-Palmetto Cove Subdivision entrance - Nocatee - SJC

Contact: Mo Rudolph Contact Phone: 904-571-0477

Project Type/Description: New entrance and parks for subdivision

Dollar Amount of Contract: \$799,500

How was the project similar to this project? Work for CDD.

List of equipment used on site: _____

List of subcontractors used: Sun State Landscaping, Capital Concrete and masonry

Is this a current contract? Yes X No ____

Duration of contract: Oct 2022 to April 2023

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ____ No X*

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

What is the Proposer's current worker compensation rating?
1.06

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ____ No X

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ____ No X If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

-
-
- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*
-
-
-

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*
-
-
-

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes () No (X) If yes, provide the following:*

Identify the Case # and Tribunal:_____

Describe the Nature of the Action:_____

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes () No (X) If yes, please explain:*

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes () No (X) If yes, please explain:*

**PROPOSAL FORM
PART IV - PRICING**

PROPOSAL FORM – SIGNATURE PAGE

Contractor/Firm Name Hoffman Commercial Construction, LLC

Firm Address 6919 Distribution Ave S. Unit #5

City/State/Zip Jacksonville, FL 32256

Phone Number 904-759-3211 Fax Number _____

Name and Title of Representative Paul Hoffman - President
(Please Print)

Representative's Signature _____

Date April 20th, 2023

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form on behalf of Hoffman Commercial Construction, LLC ("Proposer") and declare that I have read the foregoing Proposal Form and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this 20th day of April, 2023.

Proposer: Hoffman Commercial Construction, LLC

By: _____

Title: President

STATE OF FL
COUNTY OF SJC

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

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

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

1. This sworn statement is submitted to Sweetwater Creek Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Hoffman Commercial Construction, LLC ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is 6919 Distribution Ave Unit #5
Jacksonville, FL 32256
4. Proposer's Federal Employer Identification Number (FEIN) is 81-2135641

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in 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.
7. 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.

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

 X 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.)

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

Dated this 20th day of April, 2023.

Proposer: Hoffman Commercial Construction, LLC
By: _____
Title: President

STATE OF FL
COUNTY OF SJC

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

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

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

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

1. This sworn statement is submitted to Sweetwater Creek Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for Hoffman Commercial Construction, LLC (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is 6919 Distribution Ave s. Unit #5
Jacksonville, FL 32256
4. Proposer’s Federal Employer Identification Number (FEIN) is 81-2135641

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this 20th day of April, 2023.

Proposer: Hoffman Commercial Construction, LLC

By: _____

Title: President

STATE OF FL
COUNTY OF SJC

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____ of _____, who is ☐ personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

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

PICKLEBALL COURT CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between:

Sweetwater Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is c/o Governmental Management Services North Florida, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (the “District”); and

_____, a _____, whose address is _____ (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District desires to retain an independent contractor to provide construction services of four (4) pickleball courts, the scope of services and the construction site plan of which are identified in the attached **Composite Exhibit A** and described herein and Contractor represents that it is capable of providing such services and desires to contract with the District to do so in accordance with the terms of this Agreement;

WHEREAS, the District’s Board of Supervisors has elected not to require a payment and performance bond because this Agreement is for work that is \$200,000 or less;

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

2. DESCRIPTION OF WORK AND SERVICES.

- A.** The duties, obligations, and responsibilities of the Contractor are to provide the construction work and services described in **Exhibit A**, attached hereto and incorporated herein (“**Project**”).
- B.** Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met. Contractor shall report directly to the District Manager or his/her designee.

- C. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within a reasonable time, but not to exceed seven (7) days.

3. COMPENSATION. The contract price for the work shall be as set forth in **Exhibit A**. All such amounts shall be due upon completion of the Project. At such time, the Contractor shall submit to the District invoices and supporting documentation ("**Payment Application**") for the services satisfactorily performed by Contractor to complete the Project. The District agrees to remit payment for said services within twenty-five (25) days of receipt of an appropriate Payment Application from Contractor. The submission by Contractor of its Payment Application shall be a representation by Contractor that all work indicated therein as complete is complete and has been completed in accordance with this Agreement. Approval of Contractor's Payment Application shall be approved by the District upon the following conditions being satisfied: i) District's certification that the Project is satisfactorily complete; ii) completion of any applicable punch-list items; iii) assignment of all manufacturer's or subcontractor's warranties on material or equipment installed; iv) final waivers/releases of lien from all vendors, subcontractors and materialmen which have provided labor and/or materials for performance of the services necessary to complete the Project which shall accompany Contractor's Payment Application; and v) execution of a waiver and release of lien. Contractor acknowledges that payment for services does not constitute acceptance of the specific services or the Project.

4. CHANGE ORDERS. Contractor understands that the Project may be reduced, enlarged or otherwise modified in scope. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District or the District Manager's designee. Contractor shall not perform any service omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event this is a unit price Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in this Agreement. In the event this Agreement is not a unit price agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

5. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, and free from faults and defects. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, the Contractor hereby assigns all manufacturers' warranties to the District, and shall provide evidence of the same with the Contractor's submittal of the Payment Application.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interests of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

6. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability as set forth in the certificates attached as **Exhibit B**. Contractor acknowledges that it is not carrying builder's risk insurance, but agrees that Contractor shall be responsible for all risk of loss to the materials, fixtures and/or equipment being used in the Project until completion of the Project and turnover to the District. With the exception of the Worker's Compensation policy, the Contractor's insurance policies shall include and list as additional insureds the following: "The Harrison Ranch Community Development District, and its supervisors, staff, attorneys, engineers, consultants, employees, contractors and representatives." At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 30 days written notice to the District. An insurance certificate and any necessary endorsements evidencing compliance with this section shall be sent to the District at the time of execution of this Agreement.

7. TIMING. The Contractor shall be obligated to complete the Project within the time frames set forth herein. Upon the District's request, Contractor shall furnish such evidence as the District requires concerning ability to timely complete the Project. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet or maintain construction schedules.

8. LIQUIDATED DAMAGES. [RESERVED.]

9. ACCEPTANCE OF SITE. By executing the Agreement, the Contractor acknowledges that the Contractor has visited the project site and has become familiar with the existing site conditions. Contractor agrees to take responsibility for any and all issues arising from the site conditions, as they relate to Contractor's work, provided however that the District shall otherwise be responsible for any pre-existing site conditions that are identified to the District by the Contractor prior to the Contractor starting work. No additional costs or time will be charged by Contractor for matters associated with unsuitable soils or any other matters associated with the site conditions.

10. SUBCONTRACTORS. By appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the services to be

performed by the subcontractor, to be bound to the Contractor by terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's services, which the Contractor assumes toward the District. Each subcontract agreement shall preserve and protect the rights of the District under the Agreement with respect to the services to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Agreement to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Agreement. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.

11. SHOP DRAWINGS. [Reserved.]

12. ACCEPTANCE BY LOCAL GOVERNMENTS. Contractor acknowledges that all work may be subject to inspections, tests, and approvals by local, federal, state, other governmental entities, or utility company inspectors and that all or some portion of the work may be conveyed to another governmental entity or utility company. No work is complete until it passes final inspection / approval by the applicable local, federal, state, other governmental entities, or utility companies. Contractor shall provide at its expense any written warranties, certifications, bonds or other documentation as may be required in connection with the conveyance of any work, or as may be otherwise required, by any county, federal, state, other governmental entities or utility companies.

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

14. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed

on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

15. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control. In particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

16. COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable.

17. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

18. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

21. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

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

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

24. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

25. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

26. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall not exceed the greater of the Contractor’s insurance limits required hereunder or \$2,000,000.00, the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District’s percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

27. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

28. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Project set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to the terms of this Agreement.

29. TERMINATION. The District shall have the right to terminate this Agreement at any time and upon written notice, whether due to Contractor's failure to perform in accordance with the terms of this Agreement or for any or no reason. Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement, provided however that the District is first given a reasonable opportunity to cure any such failure. The District’s liability upon any termination of this Agreement shall be limited to paying for the

reasonable value of labor and materials physically incorporated into the Project up to the date of the notice of termination, less any offsets or claims that the District may have.

30. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

31. PUBLIC RECORDS. The 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 Jim Oliver, District Manager ("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 (904) 940-5850 OR BY EMAIL AT JOLIVER@GMSNF.COM, OR BY REGULAR MAIL AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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

33. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

35. CONFLICTS. This instrument shall be read in harmony with its exhibits. To the extent that this document conflicts with any of its exhibits, this document shall control.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

SWEETWATER CREEK CDD

By: _____

☐ Secretary
☐ Assistant Secretary

By: _____

☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

Date: _____

Comp. Exhibit A: Scope of Services and Location Map

Exhibit B: Insurance Certificate

COMPOSITE EXHIBIT “A”

Scope of Services and Site Plan

Court Construction:

The court shall have the courts built to laser grade leveling and situated such that rain and runoff is designed into the structure. Courts shall be flooded with water and pass any inspection per ASBA and USTA guidelines. Any defects shall be repaired as required for project acceptance. Court and construction warranty is desired to be for five (5) years.

Bids shall indicate the method of court construction, thickness of materials and other relevant physical and engineering data to grade and select the best vendor.

Vendor shall furnish and install 10-foot black coated fence with top rails and bottom wire.

Windscreen shall be 6 or 9 foot and included in the pricing with two spare windscreen panels for maintenance purposes.

Courts may use Acrylic Resurfacing or similar materials Vendor shall describe method.

Courts will use Plexipave Color or similar construction (Standard colors) Vendor shall explain method (red for kitchen area, blue for play court and green for the outside of court area).

Courts shall have 2” regulation markings painted as required.

Courts shall 4 regulation size pickle ball nets and posts with pulley/crank for hanging and managing the net for maintenance as required. One Spare pickle ball net will be supplied as with the wind screens.

Courts shall have a 3’ dividing fence in the middle separating the two pairs of courts from 10’ fence to edge of center seating/shade area to keep balls from traveling too far. The dividing fence height is 4 feet as determined by the vendor.

Courts shall have one water faucet bib for water hose attachment as needed to wash down or clean courts, outdoor furniture, etc. Vendor shall recommend placement in the center shaded area. This will also be used for outdoor water/ice machine in center cabana.

Main Entrance gate to court is secured with an electronic keypad magnetic lock with residents using their 4 digit Palencia member number (from white membership card) as the access number to unlock the entrance gate. This gate shall be spring loaded to automatically lock after a member enters court.

Courts shall have Sports capable LED lights and poles. It is desired to have 8 lights from the sides (left to right) longitudinally in such manner that players will not be subject to glare. The center shade pavilion may have two common poles as required in that area to facilitate this lighting per vendor recommendations. All lights shall have blinders so as not to glare into fitness center windows.

Electrical outlets (110AC) power shall be furnished at each Cabana area at each end of the court and in the middle.

Shade structures shall be one set at each end and one shared square structure in the middle. Picture of example is shown below.

The center structure should accommodate 2 tables with 8 chairs with canopy of green outdoor rugged canvas or suitable materials for shade and durability (Size is 16'x8 in center). Two outdoor black painted metal posts (at each end- see photo) and supporting framework shall be structural steel per outdoor, wind and safety guidelines similar to as seen below. Its length and dimensions need to be sized to fit in the center of the four courts supporting the two interior courts. The height is 8'.



The two end structures should accommodate 4 chairs and one 48" table with canopy of green outdoor rugged canvas or suitable materials for shade and durability. Two outdoor black painted metal posts (at each end- see photo) and supporting framework shall be structural steel per outdoor, wind and safety guidelines similar to as above. The size of the end cabanas is 12'x8' with a height of 8' as the center.

OPTIONS Section:

Optional: Electric outdoor fans shall be installed in the 3 cabanas to provide air circulation and will be on a 1-hour timer.

Optional: Court shall have 4 remote cameras placed on poles to relay video into the Fitness center security system. Placement to be determined.

Optional: Gravel parking area next to space in main parking for automobile overflow. Crushed gravel correctly installed in access area between Marshall Creek maintenance area and Fitness center parking. Vendors may bid on work as additional project item.

Optional: Sound abatement treatment for the air conditioning units: 1.) Acoustifence 2.) Soundblock and 3.) Green AcoustiFence. This option will be determined at install time. These three vendors are random samples pick. Solution you recommend should achieve at least a 9dB reduction in the air conditioning sound.

Optional: Sound abatement treatment for the northern and eastern side as required. This is an example site for sound treatment of a pickleball court: 1.) Acoustifence 2.) Soundblock and 3.) Green AcoustiFence. This is an option which we will determine at install time. These three vendors are random samples pick. Solution you recommend may use whatever you recommend.

Optional: Courts hall have an Emergency gate with audible sound, which may only be used from inside the court for players to leave. Exit gates are spring loaded to return to locked position.

Optional Furniture:

Outdoor furniture (like Polywood, Trex, synthetic material) will be used like shown in the photo above.

- 4 chairs in each 'end' shade structure with 48" round table (2X) or benches
- 8 chairs and two 48" foot round out-door tables in the center structure (or optional long rectangular table to sit up to 8) as it will serve the two center courts.
- Option to use benches if cost savings.

Court dimensions and overview - Please see ETM Palencia Fitness center attached.

PALENCIA FITNESS CENTER PICKLEBALL COURTS - ADDITION

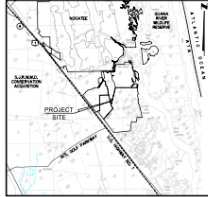
ST. JOHNS COUNTY, FLORIDA

PREPARED FOR

SWEETWATER CREEK CDD

C/O GOVERNMENTAL
MANAGEMENT SERVICES, INC.

475 WEST TOWN PLACE, SUITE 114 - WORLD GOLF VILLAGE
ST. AUGUSTINE, FLORIDA 32092
(904) 940-5850 EXT 406



LOCATION MAP
N.T.S.

| FIG. SHEET | DRAWING | DATE | REVISION |
|------------|----------------------------------|----------|----------|
| 1 | COVER SHEET | 05-20-20 | |
| 2 | GENERAL NOTES AND SPECIFICATIONS | 05-20-20 | |
| 3 | EXISTING PLAN | 05-20-20 | |
| 4 | PROPOSED PLAN | 05-20-20 | |
| 5 | PAVING AND FINISHES PLAN | 05-20-20 | |
| 6 | PAVING AND FINISHES SECTION | 05-20-20 | |
| 7 | PAVING AND FINISHES SECTION | 05-20-20 | |
| 8 | PAVING AND FINISHES SECTION | 05-20-20 | |
| 9 | PAVING AND FINISHES SECTION | 05-20-20 | |
| 10 | PAVING AND FINISHES SECTION | 05-20-20 | |
| 11 | PAVING AND FINISHES SECTION | 05-20-20 | |
| 12 | PAVING AND FINISHES SECTION | 05-20-20 | |

FOR AGENCY REVIEW ONLY
THIS PROJECT 1929

COVER SHEET
1

ETM
Engineering & Technology, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32218
TEL: (904) 940-5850
FAX: (904) 940-5850
CA - 0000284 LC - 0000010

DRAFT

VERTICAL DATUM USED FOR
THIS PROJECT 1929



Exhibit B

Insurance Certificate w/Endorsements



CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490
PHONE (904) 353-3181 • FAX (904) 353-5722 • www.cwpowellins.com

April 24, 2023

Re: Hoffman Commercial Construction, LLC.
6919 Distribution Ave S.
Suite 5
Jacksonville, FL 32256

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for **Hoffman Commercial Construction, LLC**. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to \$7,000,000 with a \$8,000,000 aggregate with the provision that we and *Old Republic Surety Group* reserve the right to review final contractual documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds. *Old Republic Surety Group* is "A" rated by A.M. Best.

Hoffman Commercial Construction, LLC is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Ben Powell, AFSB, CRIS
Senior Vice President
904.256.0104



Hoffman Commercial Construction Major Projects

1. Jinko Solar – Solar panel manufacturing plant, Jacksonville
Construction Manager
\$16 Million project
100% complete; Completion is July 31, 2019
Interior build out of 300,000 sf solar panel factory and offices.

Owner: Jinko Solar
Jeff Clark
904-312-6326

Architect: Woolpert Arch.
Jamie Dobrozsi
513-939-9027
2. Nocatee Maintenance Facility, SJC
General Contractor
\$402,000
Completion date was December 15, 2020
New metal buildings and offices for Nocatee Maintenance Group.

Owner: Tolomato CDD
Maurice Rudolph
904-571-0477

Architect: Stuebben Architecture
Mick Stuebben
904-229-5057
3. Aviation Systems Engineering Company Phase 1
General Contractor
\$178,010
Completion date was May 15, 2019
Office interior build out.

Owner: ASEC
Mike Marrinan
904-772-8442

Architect: Bruce Amalifitano, AIA
904-228-9337

4. First Coast Heart and Vascular Center, St. Augustine
General Contractor
\$44,160
Completion July 12, 2019
Medical Office space build out.

Owner: FCH&V
James Needham
904-772-8442
5. Hammock Oak Clubhouse and Pool, SJC
General Contractor
\$1,832,942
Completion date is September 10, 2022
New wood framed clubhouse and pool.

Owner's Rep: American Homes 4 Rent
James Shonkwiler
407-432-9512
6. Sheraton Hotel Fitness Center Expansion and Pool renovation.
Deerwood Park Blvd, Jacksonville.
General Contractor
\$582,000
Completion date is January 15, 2020

Owner's Rep: Sheraton HVMG
Brad Whitaker
904-718-7930
7. Nocatee – Settler's Landing Subdivision Sidewalks and Parks, SJC
General Contractor
\$855,800
Completion Date is August, 2021
Sidewalks for the common areas and parks, Wood timber shade structures for parks.

Owner's Rep: SONOC Company, LLC
Maurice Rudolph
904-571-0477

8. St. Augustine Airport – NFRA Terminal Canopies and Hangar Doors, SJC
Construction Manager
\$452,000
Completed May 12, 2017
Entrance canopies at terminal and hangar doors for hangars 8,9 & 10.

Owner's Rep: NFRA
Kevin Hardy
904-814-6606

9. Nassau County Sheriff's Office Training Complex Phase 1
General Contractor
\$1,905,315
Completed April 4, 2022

Owner's Rep: NCSO
Director Robin Patterson

10. Pine Ridge Amenity Improvements
General Contractor
\$1,723,355
Completed February 10, 2023
New Splash Pad, New tennis and basketball courts, Parking lot addition.

Owner's Rep: Governmental Management Services, LLC
Ms. Marilee Giles
904-940-5850 Ext 412

11. Aviation Systems Engineering Company Phase 2
Design Build
\$479,821
Completion date was November 15, 2022
Office interior build out.

Owner: ASEC
Mike Marrinan
904-772-8442

Architect: Stuebben Architecture, AIA
Mick Stuebben
904-229-5057

PALENCIA PICKLEBALL COURTS SCHEDULE

| ID | Task Name | Duration | Start | Finish | April Apr | May May | June Jun | July Jul | August Aug | September Sep | October Oct | November Nov | December Dec |
|----|------------------------------|----------|--------------|--------------|--------------|------------|-------------|-------------|---------------|------------------|----------------|-----------------|-----------------|
| 1 | CONTRACT SIGNED | 5 days | Fri 5/12/23 | Thu 5/18/23 | | | | | | | | | |
| 2 | PERMITS COMPLETE | 25 days | Fri 5/19/23 | Thu 6/22/23 | | | | | | | | | |
| 3 | CLEAR SITE | 15 days | Fri 6/23/23 | Thu 7/13/23 | | | | | | | | | |
| 4 | RETAINING WALL | 11 days | Fri 7/14/23 | Fri 7/28/23 | | | | | | | | | |
| 5 | EARTHWORK | 15 days | Mon 7/31/23 | Fri 8/18/23 | | | | | | | | | |
| 6 | DRINAGE WORK | 15 days | Mon 8/21/23 | Fri 9/8/23 | | | | | | | | | |
| 7 | WATER LINE TO CENTER SHELTER | 3 days | Mon 8/21/23 | Wed 8/23/23 | | | | | | | | | |
| 8 | FOUNDATIONS FOR SHELTER | 10 days | Mon 8/21/23 | Fri 9/1/23 | | | | | | | | | |
| 9 | LIME ROCK BASE | 10 days | Mon 9/11/23 | Fri 9/22/23 | | | | | | | | | |
| 10 | ASPHALT BASE | 5 days | Mon 9/25/23 | Fri 9/29/23 | | | | | | | | | |
| 11 | CURE ASHALT | 15 days | Mon 10/2/23 | Fri 10/20/23 | | | | | | | | | |
| 12 | COLOR COAT FOR COURTS | 15 days | Mon 10/23/23 | Fri 11/10/23 | | | | | | | | | |
| 13 | FENCE POSTS | 5 days | Mon 9/25/23 | Fri 9/29/23 | | | | | | | | | |
| 14 | FENCE AND WINDSCREEN | 4 days | Mon 11/13/23 | Thu 11/16/23 | | | | | | | | | |
| 15 | GRAVEL DRAINAGE | 6 days | Mon 10/2/23 | Mon 10/9/23 | | | | | | | | | |
| 16 | SIDEWALKS | 6 days | Mon 10/2/23 | Mon 10/9/23 | | | | | | | | | |
| 17 | SEED AND MULCH | 3 days | Tue 10/10/23 | Thu 10/12/23 | | | | | | | | | |
| 18 | AS-BUILTS | 5 days | Mon 11/13/23 | Fri 11/17/23 | | | | | | | | | |
| 19 | ACCESS CONTROLS | 5 days | Fri 11/17/23 | Thu 11/23/23 | | | | | | | | | |
| 20 | NETS AND EQUIPMENT | 4 days | Mon 11/13/23 | Thu 11/16/23 | | | | | | | | | |
| 21 | LIGHTING CONDUIT | 10 days | Mon 9/25/23 | Fri 10/6/23 | | | | | | | | | |
| 22 | LIGHT POLES AND LIGHTS | 10 days | Mon 10/9/23 | Fri 10/20/23 | | | | | | | | | |
| 23 | SET SHELTERS AND FURNITURE | 5 days | Mon 10/2/23 | Fri 10/6/23 | | | | | | | | | |
| 24 | PUNCHLIST | 5 days | Fri 11/24/23 | Thu 11/30/23 | | | | | | | | | |
| 25 | COMPLETE | 5 days | Fri 12/1/23 | Thu 12/7/23 | | | | | | | | | |

