

*Canopy Community  
Development District*

*Agenda*

*February 5, 2019*

# AGENDA

# *Canopy*

## *Community Development District*

---

135 W. Central Blvd., Suite 320, Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

January 29, 2019

**Board of Supervisors  
Canopy Community  
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Canopy Community Development District** will be held **Tuesday, February 5, 2019 at 11:00 AM at the Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (<sup>1</sup>Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
  - A. Consideration of Resolution 2019-09 Electing Darrin Mossing Jr. as Assistant Secretary
4. Approval of Minutes of the January 22, 2019 Meeting
5. Consideration of Disclosure of Public Financing
6. Consideration of Resolution 2019-10 Approving Request for Proposal Documents for the District's Amenity Center Site Work Project
7. Consideration of Approval to Open a Capital Project Fund Checking Account at SunTrust Bank
8. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Ratification of Requisition #1 for Unit 3 from the Series 218A-1/2 Bonds Capital Fund Project
  - C. District Manager's Report
    - i. Consideration of Funding Request #4
9. Other Business
10. Supervisors Requests
11. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

---

<sup>1</sup> Comments will be limited to three (3) minutes

The third order of business is Organizational Matters. Section A is the consideration of Resolution 2019-09 electing Darrin Mossing Jr. as assistant secretary. A copy of the resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the January 22, 2019 Board of Supervisors meeting. The minutes are enclosed for your review.

The fifth order of business is the consideration of the Disclosure of Public Financing document. A copy of the document is enclosed for your review.

The sixth order of business is the consideration of Resolution 2019-10 approving request for proposal documents for the District's amenity center site work project. A copy of the resolution and supporting documentation is enclosed for your review.

The seventh order of business is the approval to open a Capital Project Fund checking account at SunTrust Bank. There is no supporting documentation.

The eighth order of business is Staff Reports. Section B is the Engineer's Report. Section 1 includes the ratification of Requisition #1 for unit 3 from the Series 218A-1/2 bonds capital fund project. Supporting documentation is enclosed for your review. Section C is the District Manager's Report. Section 1 includes the consideration of Fiscal Year 2019 Funding Request 4. Supporting documentation is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Darrin Mossing  
District Manager

CC: Jennifer Kilinski, District Counsel  
Abe Prado, District Engineer  
Darrin Mossing Jr., GMS

Enclosures

## **SECTION III**

# SECTION A

**RESOLUTION 2019-09**

**A RESOLUTION OF THE CANOPY COMMUNITY  
DEVELOPMENT DISTRICT ELECTING  
DARRIN MOSSING JR. AS ASSISTANT SECRETARY  
OF THE BOARD OF SUPERVISORS**

**WHEREAS**, the Board of Supervisors of the Canopy Community District desires to elect Darrin Mossing Jr. as an Assistant Secretary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE CANOPY COMMUNITY  
DEVELOPMENT DISTRICT:**

1. Darrin Mossing Jr. is elected Assistant Secretary of the Board of Supervisors.

Adopted this 5<sup>th</sup> day of February, 2019.

---

Secretary/ Assistant Secretary

---

Chairman/Vice Chairman

# MINUTES

MINUTES OF MEETING  
CANOPY  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Tuesday, January 22, 2019 at 11:06 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

Tom Asbury	Chairman
Gregg Patterson	Vice Chairman
John "Al" Russell	Assistant Secretary
Colleen Castille	Assistant Secretary

Also present were:

Darrin Mossing	District Manager
Jennifer Kilinski	District Counsel
Darrin Mossing, Jr.	GMS
Abraham Prado	District Engineer

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Mossing called the meeting to order at 11:06 a.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the December 4, 2018 Meeting**

On MOTION by Mr. Russell seconded by Ms. Castille with all in favor the minutes of the December 4, 2018 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Assignment of Canopy Unit 3 Contract**

Ms. Kilinski stated in your agenda package you have a document package that we have previously utilized for assignment of construction contracts in other special districts. Essentially,

the Unit 3 contract was executed in 2017, well before the District had any funds in its construction account and well before the District had any bonds issued. This work has been ongoing, and the desire is to assign it to the District, which makes a lot of sense given that this particular unit is part of our master improvement plan. We have a construction contract; the pricing has been reviewed by GPI in terms of its reasonableness and the request is to assign it to the District. These are the documents we would normally need in order to have all the rights and warranties assigned to the District as now the contracting entity with Sandco for this project. Once the project is completed there would be ongoing reimbursements to the construction account with the normal requisition process and paperwork that your District Engineer will undertake, reviewing quantities against the contract, sign off on the requisitions based on the work performed.

Mr. Mossing stated we have received Draw Request No. 1 under this contract to Ox Bottom but is it anticipated that this would be developer funded until completion and then reimbursed from the bond funds or are we going to be processing these individual draw requests through the requisition process?

Ms. Kilinski stated as long as Abe is comfortable signing off on the requisitions with the requisite documentation included in those requisitions being processed through the bond proceeds.

Ms. Castille asked would you consider it a lock, stock and barrel assignment of all rights and responsibilities and benefits?

Ms. Kilinski stated exactly. If you look at the information that is in your package you have a developer affidavit that said they went through an informal bidding process that the agreement and amounts included in that contract are reasonable compared to the market, you will have an assignment of the warranties, assignment of release from Sandco recognizing that the contract is actually being transferred and we added an addendum to the existing contract that provides for the assignment, it is going to require either a letter of warranty or payment and performance bond because it does trip the threshold for the District. It recognizes prompt payment for subcontractors, we have a retainage provision that are normal and required under our statute anyway. We have an allowance for tax-exempt purchases, the recognition of public records and indemnification and you will see the scrutinized companies and public entity crime statement that are required for our contracts that are included as well as the trench safety affidavits and we have the construction defense and warranties. That will all be included for that contract assignment.

Mr. Asbury asked who signs all of that?

Ms. Kilinski stated it will be signed by the District and the contractor.

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor assignment of the Canopy Unit 3 contract with Sandco was approved.

**FIFTH ORDER OF BUSINESS**

**Consideration of Disclosure of Public Financing**

This item was deferred to the next meeting.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Kilinski stated at the last meeting you approved an interlocal agreement in substantial form and the City Commission meeting is January 30<sup>th</sup>, we anticipate the City will take up the interlocal agreement and we will report back in February if there have been any substantive changes. There were changes but nothing substantial.

Ms. Castille stated this goes before Blueprint.

Ms. Kilinski stated yes and they have already approved it in substantial form.

Ms. Castille asked do members of the City Commission sit on Blueprint and are we expecting new members of the City Commission to be on Blueprint?

Ms. Kilinski stated they were already on Blueprint. The interlocal agreement is between Blueprint, the City and the District because the City is prefunding Blueprint and Blueprint is going to reimburse the City. You have approved it and if there are any substantive changes we will bring it back to you otherwise we will just report back on the final version at the February meeting.

Ms. Castille asked who represents the District before the City Commission?

Ms. Kilinski stated I have gone to those meetings.

**B. Engineer**

**i. Ratification of Capital Funding Request No. 9**

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor Capital Funding Request No. 9 in the amount of \$141,015.69 was ratified.

**C. Manager**

**i. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement were included in the agenda package.

Mr. Mossing stated at the February meeting we are going to ask the Board to authorize us to open a Capital Projects checking account because there are other future projects that are going to be required to be funded by the developer besides this one and when we receive those funds they are put in our General Fund operating account, which now includes assessments from the tax collector and we feel it would be better to have those bank accounts separate.

**ii. Consideration of Funding Request No. 3**

On MOTION by Mr. Patterson seconded by Ms. Castille with all in favor Funding Request No. 3 in the amount of \$7,252.16 was approved.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisors Requests**

There being none,

On MOTION by Ms. Castille seconded by Mr. Patterson with all in favor the meeting adjourned at 11:24 a.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION V

This instrument was prepared by and upon recording should be returned to:

Jennifer Kilinski, Esq.  
**HOPPING GREEN & SAMS, P.A.**  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

(This space reserved for Clerk)

---

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE CANOPY COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>1</sup>  
Canopy Community Development District**

**Tom Asbury**  
Chairman

**Colson Hosford**  
Assistant Secretary

**Gregg Patterson**  
Vice Chairman

**John "Al" Russell**  
Assistant Secretary

**Colleen Castille**  
Assistant Secretary

District Manager  
c/o Government Management Services-Central Florida, LLC  
135 W Central Blvd., Suite 320  
Orlando, FL 32801  
Tel: (407) 841-5524  
**("District Manager's Office")**

District records are on file at the District Manager's Office and are available for public inspection upon request during normal business hours.

---

<sup>1</sup> This list reflects the composition of the Board of Supervisors as of [January 29], 2018. For a current list of Board Members, please contact the District Manager's Office.

**TABLE OF CONTENTS**

**What is the District and How is it Governed?.....1**

**Overview of the District’s Projects, Bonds & Debt Assessments .....2**

**Completion Project .....3**

**2018 Project .....5**

**Assessments, Fees, and Charges .....6**

**Method of Collection.....9**

**District Boundary Legal Description .....Exhibit A**

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN  
BY THE CANOPY COMMUNITY DEVELOPMENT DISTRICT**

**INTRODUCTION**

On behalf of the Canopy Community Development District (“**District**”), the following information is provided to give you a description of the District’s services and the assessments that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents, as well as filed in the property records of each county in which the District is located.

**WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “**Act**”), and established by Ordinance No. 17-O-08 enacted by the City Commission of the City of Tallahassee, Florida, which became effective on May 24, 2017. The District currently includes approximately 424 acres within the City of Tallahassee, Leon County, Florida. The District boundaries encompass approximately 424 of the 505.7 acres of the larger Canopy project (“**Development**”). The development plan for the lands within the District includes approximately 1001 residential single-family units to be constructed in approximately seven phases (the “**Development**”). Also, up to thirteen (13) acres are planned to include a church/religious facility. All units for commercial and multi-family uses are outside of the District boundaries. The legal description of the boundaries of the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternate means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**” and individually, “**Supervisors**”), the members of which must be residents of the State of Florida and citizens of the United States. Within ninety (90) days of appointment of the initial Board, members were elected on an at-large basis by the owners of property within the District. Subsequent landowner elections are then held every two years in November. At the landowner elections, and generally stated, each landowner is entitled to cast one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number, or one vote per platted lot. Commencing six (6) years after the initial appointment of the members of the Board and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered to vote with the Supervisor of Elections for Leon County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall,

prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

The District is subject to Florida law governing open meetings and records. Accordingly, Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection at the District Manager's Office during normal business hours.

## **OVERVIEW OF THE DISTRICT'S PROJECTS, BONDS & DEBT ASSESSMENTS**

The District is authorized by the Act to, amongst other things, finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management systems, roadway improvements, on-site and off-site wetland mitigation, landscape/hardscape, parks and recreation facilities, irrigation systems and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

Pursuant to the Act, the District is authorized to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue bonds, notes and/or other specific financing mechanisms payable from such special assessments. On December 12, 2017, the Second Judicial Circuit Court in and for Leon County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$110,000,000 in Capital Improvement Revenue Bonds, in one or more series, for infrastructure needs of the District ("**Final Judgment**"). On March 16, 2018, the Second Judicial Circuit Court in and for Leon County, Florida, entered a Certificate of No Appeal certifying that no notice of appeal has been filed or taken by any party or other person from the Final Judgment.

To plan for the infrastructure improvements necessary for the District, the District has developed a capital improvement plan. The District's Board previously adopted a Master Assessment Methodology Report, dated August 16, 2017 ("**Master Methodology**") and a Master Engineer's Report, dated August 2017 ("**Master Engineer's Report**"), which set forth the full range of possible public improvements to be constructed, acquired, owned and operated by the District and includes a cost estimate of \$90,900,000 ("**Master CIP**"). The Master Methodology is supplemented by that certain *Final Supplemental Assessment Methodology for Canopy Community Development District*, dated November 8, 2018 (the "**Assessment Report**"), which provides an assessment methodology for allocating the Series 2018A Assessments (defined below) levied by the District that secure the repayment of the Series 2018A Bonds (defined below) based upon the benefit the property within the District receives from the 2018 Project (defined below), as set forth in the Engineer's Report (defined below). The Assessment Report is designed to conform to the requirements of Chapters 170, 190 and 197, *Florida Statutes*. The Master Engineer's Report is supplemented by that certain *Supplemental Engineer's Report* dated October, 2018 prepared by Greenman-Pedersen, Inc. as may be amended and supplemented from time to time (the "**Supplemental Engineer's Report**" and collectively with the Master Engineer's Report referred to as the "**Engineer's Report**").

The District imposed non-ad valorem special assessments on the benefited lands within the District based on the Assessment Report. It is anticipated that the Series 2018A Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property but the assessments

may be collected by any other legal means available to the District. It is not the intent of the Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

On November 6, 2018, the District issued \$11,405,000 of tax exempt bonds in four (4) separate series, the Special Assessment Bonds, Series 2018A-1 ("**Series 2018A-1 Bonds**"), Special Assessment Bonds, Series 2018A-2 ("**Series 2018A-2 Bonds**"), Special Assessment Bonds, Series 2018A-3 ("**Series 2018A-3 Bonds**") and Special Assessment Bonds, Series 2018A-4 ("**Series 2018A-4 Bonds**") (collectively the "**Series 2018A Bonds**") for the purpose of financing certain infrastructure improvements within the District, all as more specifically described in the Engineer's Report. The Engineer's Report contains the portions of the Master CIP to be financed by the Series 2018A Bonds ("**2018 Project**"), which cost estimate is \$13,986,762 as well as an updated cost of the portion of the Master CIP necessary to develop the 1001 residential single family units and church/religious facility contained within the District boundaries, which cost estimate is \$52,322,279 ("**Completion Project**"). The Series 2018A-1 Bonds are secured by Series 2018A-1 Assessments, the Series 2018A-2 Bonds are secured by Series 2018A-2 Assessments, the Series 2018A-3 Bonds are secured by Series 2018A-3 Assessments and Series 2018A-4 Bonds are secured by the Series 2018A-4 Assessments (collectively the "**Series 2018A Assessments**"). The Series 2018A-1 Assessments and Series 2018A-2 Assessments are levied on property located within Assessment Area 2 (defined below). The Series 2018A-3 Assessments are levied on property located within Assessment Area 3 (defined below). The Series 2018A-4 Assessments are levied on property located within Assessment Area 1 (defined below).

## **COMPLETION PROJECT**

The following is a description of the Completion Project, all as more particularly set forth in the Engineer's Report:

### **Transportation Improvements**

Several segments of collector and arterial roadways are planned as a part of the Development. Some of these segments are planned to be reimbursed by the City of Tallahassee or are attributable to the commercial developments outside of the District boundary. As such, only the non-refundable portions of the transportation improvements that are required for service and development of the residential lots are included in the cost allocation to the District. Specifically, the following roadways are included in the Completion Project and are required for residential development within the District: Crestline Road, Dempsey Mayo Road, Fontana Street, Education Way, and all other neighborhood roads and alleys. It is noted that all roadways are intended to be publically owned and maintained by the City of Tallahassee, except the alleys, which will be owned and maintained by the District. The cost estimate for roadway improvements is based on multiple urban cross-sections intended to be located within various widths of right-of-way. These cross-sections vary from divided boulevard-style sections to single-lane one-way alleys. All clearing and grubbing, earthwork, stabilization, base, asphalt, striping, signage, sidewalks/paths, grassing, and testing required to install the roadway infrastructure is included in the cost estimate. Roadway improvements within the proposed City of Tallahassee Right-of-Way will be owned and maintained by the City of Tallahassee. Roadway improvements within the proposed District Right-of-Way will be owned and maintained by the

District. The District owned areas will include mews lanes, alleys, drainage areas, recreational areas, and open space areas.

### **Utility Improvements**

The utility improvements include a master sanitary sewer pump station, sanitary sewer forcemain, and water transmission mains along Welaunee Boulevard and Dempsey Mayo Road. These improvements serve more than just the residential development within the District boundary; accordingly, only those portions of the utility improvements attributable to residential development within the District are included in the cost allocation. It is estimated that the commercial areas utilize thirty percent (30%) of the master utility capacity, and seventy percent (70%) of the costs are attributed to the District.

### **Drainage and Stormwater Improvements**

The drainage and stormwater improvements for the Development will be financed, designed and constructed by the District in accordance with the Conceptual Master Drainage Plan, which has been permitted by the Northwest Florida Water Management District. This category represents all drainage work required for development to occur within the District. The Development-wide stormwater system consists of the regional stormwater treatment ponds and the Dove Pond Dam, which treatment ponds are designed to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained and detention periods. In general, the stormwater runoff will be collected via curb and gutter within the roads and conveyed into the ponds via inlet structure and pipes. Accordingly, this category includes stormwater collection systems (drainage, inlets, pipes, etc.) and stormwater ponds, including the Regional Stormwater Facility, Dove Pond, and related ancillary work such as excavation, piping, manholes, end treatments, energy dissipation, sodding/stabilization and testing that will support the collector and local roadways within and without the District boundaries. Permits are either in place for these stormwater systems or are in the process of being permitted and construction on portions of these improvements (i.e. Dove Pond Regional Stormwater Facility) are underway. Further, portions of these improvements are contracted with public entities to be reimbursed, so only those nonrefundable portions of these improvements attributable to the units within the District are included in the cost allocation provided herein, unless otherwise noted. Drainage improvements within the proposed City of Tallahassee Right-of-Way will be owned and maintained by the City of Tallahassee. Drainage improvements within the proposed District Right-of-Way will be owned and maintained by the District. It is estimated that the commercial areas utilize thirty percent (30%) of the master utility capacity, and seventy percent (70%) of the costs are attributed to the District.

### **Water Utility Improvements**

The cost estimate for water utility improvements is based on City of Tallahassee and State of Florida design requirements for water and sewer mains and services. All excavation, piping, fittings, valves, hydrants, manholes, service laterals, appurtenances, and testing required to install the water utility infrastructure is included in the cost estimate. All water utilities will be owned and maintained by the City of Tallahassee.

## **Recreational Improvements**

The amenity facility is a focal point of the District, providing active recreation opportunities as well as office space for the operations of the District. The amenity facility is expected to include a lap pool, a lagoon pool, a splash pad & kids pool, volleyball, tennis courts, basketball courts, yard games, and frisbee golf. Additionally, recreational improvements related to certain themed pocket parks have been included. Examples of these themes include frisbee golf, yard games, grilling picnic areas, resting/viewing/birding areas, and shoreline/water activities on Dove Pond. Other similar amenities may be provided or substituted for those mentioned above depending upon the development plan and market conditions.

## **Landscaping and Irrigation Improvements**

The cost estimate for landscape and irrigation improvements is based on applicable City of Tallahassee and State of Florida requirements. The Planned Unit Development (PUD) and City of Tallahassee code requires certain plantings, which include street trees along all roadways, plantings among the stormwater management facilities, plantings among the trails and recreational areas. All excavation, plant material, mulching, sodding, piping, heads, controllers, and warranties to provide the required landscaping and irrigation is included in the cost estimate. Landscaping within the proposed City of Tallahassee open spaces and Right-of-Way will be maintained by the City of Tallahassee. Landscaping within the District-owned open spaces and Right-of-Way will be maintained by the District.

## **2018 PROJECT**

The following is a description of the 2018 Project, all as more particularly set forth in the Engineer's Report:

### **Dove Pond Regional Stormwater Facility**

Dove Pond has been approved to be improved and function as a regional stormwater management system as detailed in the Stormwater Facility Master Plan ("SFMP"). It will be utilized for the storage of treated stormwater and has been planned to provide improved flood protection for downstream, off-site property owners. The SFMP outlines the design parameters for the use of Dove Pond. To provide flood protection for downstream off-site property owners in the Tri-Basin Study Area, inter-basin transfers of stormwater may be permitted from the Dove Pond Basin. This facility is complete. This project included wetland mitigation originally outlined in the Engineer's Report.

### **Amenity Center**

The Amenity Center is expected to be approximately 4,500 square feet and include administrative offices, a fitness center, living spaces, covered outdoor areas, a meeting room and a pool and pool deck (the "Amenity Center")

### **Development of Unit 1 (93 Lots)**

This category of improvement includes those public improvements located within Canopy - Unit 1, Phase 1, which is complete. More specifically, the earthwork, water, sewer,

stormwater, drainage, roadway, landscaping, irrigation, sidewalks/paths, etc. located along the following roads within the station limits provided below are included in the costs:

- 1) Crestline Road from Station 98+50 to 110+00
- 2) Sweet Ridge Street from Station 180+00 to 201+50
- 3) Panther Lane from Station 250+00 to 255+00
- 4) Julieanna Lane from Station 300+00 to 307+50
- 5) Alley "D" from Station 350+00 to 358+20
- 6) Fontana Street from Station 650+00 to 659+20
- 7) Education Way from Station 700+00 to 706+00

### **Development of Units 3, 4 and 5 (257 Lots)**

All improvements located within Canopy Unit 4, Phase 1; Unit 5, Phase 1; Unit 5, Phase 3; Unit 3, Phase 1; and Unit 1, Phase 2 which includes, but is not limited to, roadway, sidewalks/paths, water, sewer, drainage, landscaping, and irrigation. This category also includes that portion of the master pump station that is attributable to the District residential component of the Development and Dempsey Mayo Road from Centerville Road and extending approximately 1,750 linear feet north. Unit 3 is under construction and Units 4 and 5 are out to bid as of the date of this disclosure.

### **ASSESSMENTS, FEES, AND CHARGES**

In order to secure the repayment of the Series 2018A Bonds, the District levied and imposed special assessments on benefitted lands within the District as previously referenced. The amortization schedules for the Series 2018A Bonds are available at the District Manager's Office. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager's Office.

Allocation of special assessments is a continuous process until the development plan is completed. As a master series of interrelated improvements, the 2018 Project benefits all developable acres within the District. The Series 2018A Bonds and the associated interest are payable from and secured by non-ad valorem special assessments levied against specially benefitted parcels within the District that benefit from the design, construction and/or acquisition of the improvements of the 2018 Project ("**Debt Assessments**"). The Debt Assessments are levied in accordance with the District's assessment methodologies and represent an allocation of the costs of the applicable portion of the Master CIP to those lands within the District benefiting from the applicable portion of the Master CIP.

### **Series 2018A-1 Assessments and Series 2018A-2 Assessments**

The District levied Series 2018A-1 Assessments and Series 2018A-2 Assessments on property located within Assessment Area 2. "**Assessment Area 2**" consists of 55 undeveloped acres of land. Initially, the District levied the Series 2018A-1 Assessments and Series 2018A-2 Assessments on an equal acreage basis. Assessment Area 2 is planned for 257 residential units and a church/religious facility. As the property in Assessment Area 2 is platted, the Series

2018A-1 Assessments and Series 2018A-2 Assessments will be allocated to each lot and church/religious facility as detailed in the tables herein and in the Assessment Report.

**Series 2018A-3 Assessments**

The District levied Series 2018A-3 Assessments on property located within Assessment Area 3. “**Assessment Area 3**” consists of 349 undeveloped acres of land. Initially, the District levied the Series 2018A-3 Assessments on an equal acreage basis. Assessment Area 3 is planned for 651 residential units. As the property in Assessment Area 3 is platted, the Series 2018A-3 Assessments will be allocated to each lot as detailed in the tables herein and in the Assessment Report.

**Series 2018A-4 Assessments**

The District levied Series 2018A-4 Assessments on property located within Assessment Area 1. “**Assessment Area 1**” consists of twenty (20) acres of land that includes ninety-three (93) residential platted lots. The Series 2018A-4 Assessments are allocated as detailed in the table herein and in the Assessment Report.

Once platting has begun in each assessment area, the assessments will be allocated to the assigned properties based on the benefits they receive as set forth herein (“**Assigned Properties**”). The unassigned properties, defined as property that has not been platted and assigned development rights, will continue to be assessed on a per acre (equal acreage) basis (“**Unassigned Properties**”). Eventually the development plan will be completed and the Series 2018A Assessments securing the Series 2018A Bonds will be allocated to the property within each assessment area within the District, which are the beneficiaries of the 2018 Project. If there are changes to the development plan for each assessment area causing a change in the ultimate number of platted units, a true up of the assessment(s) will be calculated to determine if a debt reduction or true-up payment from the Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, is required.

The Debt Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager’s Office.

The allocation of Debt Assessments securing the Series 2018A Bonds is provided below:

<i>Series 2018A-1 Assessments – Assessment Area 2</i>			
<b>Product Type</b>	<b>No. of Units</b>	<b>Gross Annual Assessment per Unit*</b>	<b>Par Debt per Unit</b>
Single Family 20’	29	\$450	\$5,667
Single Family 30’	21	\$550	\$6,927
Single Family 30’ (attached)	18	\$450	\$5,667
Single Family 40’	56	\$650	\$8,186
Single Family 40’ (attached)	12	\$550	\$6,927
Single Family 50’	33	\$750	\$9,445

Single Family 60'	81	\$850	\$10,705
Single Family 80'	7	\$1,000	\$12,594
Church	1	\$375	\$4,723

**Series 2018A-2 Assessments – Assessment Area 2**

Product Type	No. of Units	Gross Annual Assessment per Unit*	Par Debt per Unit
Single Family 20'	29	\$762	\$9,333
Single Family 30'	21	\$1,144	\$14,073
Single Family 30' (attached)	18	\$1,288	\$15,933
Single Family 40'	56	\$1,526	\$18,814
Single Family 40' (attached)	12	\$1,527	\$18,873
Single Family 50'	33	\$1,908	\$23,555
Single Family 60'	81	\$2,290	\$28,278
Single Family 80'	7	\$3,106	\$38,406
Church	1	\$834	\$10,277

**Series 2018A-3 Assessments – Assessment Area 3**

Product Type	No. of Units	Gross Annual Assessment per Unit*	Par Debt per Unit
Single Family 20'	29	\$450	\$5,467
Single Family 30'	21	\$550	\$6,682
Single Family 30' (20-29)	120	\$350	\$4,252
Single Family 30' (attached)	189	\$450	\$5,467
Single Family 40'	103	\$650	\$7,896
Single Family 40' (attached)	12	\$550	\$6,682
Single Family 50'	125	\$750	\$9,111
Single Family 60'	120	\$850	\$10,326
Single Family 70'	17	\$1,000	\$12,148
Single Family 80'	35	\$1,000	\$12,148

**Series 2018A-4 Assessments – Assessment Area 1**

Product Type	No. of Units	Gross Annual Assessment per Unit*	Par Debt per Unit
Single Family 40'	19	\$650	\$8,891
Single Family 50'	47	\$750	\$10,259
Single Family 60'	27	\$850	\$11,627

\*Note: The annual debt assessment per unit amounts are subject to a seven percent (7%) collection fee and early payment discounts when collected on the Leon County tax bill.

**Operation and Maintenance Assessments**

In addition to the Debt Assessments, the District also imposes on an annual basis operations and maintenance assessments (“O&M Assessments”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the

District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Manager's Office for more information regarding the allocation of O&M Assessments.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. Further information regarding any of the improvements can be obtained from the engineer's reports on file in the District Manager's Office. Further, a detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

### METHODS OF COLLECTION

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions, which are on file at the District Manager's Office. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Leon County Tax Collector in the same manner as county ad valorem taxes ("**Uniform Method**"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The use of the Uniform Method for any given fiscal year does not mean that the Uniform Method will be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment – including any remaining amounts for the fiscal year as well as any future installments of assessments securing debt service – shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Please contact the District Manager's Office for further information regarding collection methods.

This description of the District's operations, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of communities. If you have questions or would like additional information about the District, please write to: Canopy Community Development District, c/o Government Management Services-Central Florida, LLC, Attn: District Manager, Offices: 135 W Central Blvd., Suite 320 Orlando, FL 32801 or call (407) 841-5524.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, this *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Canopy Community Development District* has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and recorded in the Official Records of Leon County, Florida.

**CANOPY COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Thomas Asbury, Chairman of the Canopy Community Development District, who [ ] is personally known to me or who [ ] has produced \_\_\_\_\_ as identification, and did not take the oath.

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

**Exhibit A:** District Boundary Legal Description

**EXHIBIT A**  
**District Boundary Legal Description**

**LEGAL DESCRIPTION**

**PARCEL "A"**

258.87 acres as recorded in Official Records Book 4866, Page 1087 of the Public Records of Leon County, Florida

A parcel of land lying in Sections 14 and 15, Township 1 North, Range 1 East, Leon County, Florida, being more particularly described as follows: (Note: SCM denotes "set concrete monument")

BEGIN at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 00° 18'05" West along the West boundary of said Section 14 a distance of 1,303.41 feet to a SCM (#7245); thence South 89° 41'56" East 368.75 feet to a SCM (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75° 05'36" East 140.10 feet to a SCM; thence North 64° 16'10" East 82.30 feet to a SCM (#7245); thence North 71° 06'34" East 108.26 feet to a SCM (#7245); thence South 37° 38'45" East 94.60 feet to a SCM (#7245); thence South 01° 04'48" East 115.07 feet to a SCM (#7245); thence North 84° 38'40" East 77.61 feet to a SCM (#7245); thence North 38° 44'32" East 121.10 feet to a SCM (#7245); thence North 66° 39'5 1" East 78.04 feet to a SCM (#7245); thence North 60° 37'14" East 98.78 feet to a SCM (#7245); thence South 42° 36'50" East 132.12 feet to a SCM (#7245); thence North 69° 42'39" East 78.94 feet to a SCM (#7245); thence North 48° 23'19" East 95.04 feet to a SCM (#7245); thence South 78° 47'24" East 102.57 feet to a SCM (#7245); thence South 54° 50'50" East 73.35 feet to a SCM (#7245); thence South 46° 34'23" East 118.72 feet to a SCM (#7245); thence South 43° 57'44" East 160.31 feet to a SCM (#7245); thence South 46° 23'04" East 123.39 feet to a SCM (#7245); thence South 40° 35'23" East 103.26 feet to a SCM (#7245); thence South 21° 52'54" East 84.32 feet to a SCM (#7245); thence South 63°37'18" East 108.67 feet to a SCM (#7245); thence South 51 ° 05'19" East 94.62 feet to a SCM (#7245); thence South 52° 02'55" East 106.31 feet to a SCM (#7245); thence South 44° 37'37" East 102.96 feet to a SCM (#7245); thence South 56° 03'37" East 88.68 feet to a SCM (#7245); thence South 75° 48'30" East 99.41 feet to a SCM (#7245); thence South 57° 01'17" East 95.90 feet to a SCM (#7245); thence South 59° 45'49" East 192.15 feet to a SCM (#7245); thence South 40° 57'38" East 72.00 feet to a SCM (#7245) on the North boundary of the Miccosukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Miccosukee Greenway Park as follows: South 88° 40'45" West 313.60 feet to a 2 1/2" aluminum pipe (# 732); thence South 15° 37'42" West 520.42 feet to a 2 1/2" aluminum pipe (# 732); thence South 73° 07'41" West 371.62 feet to a 2 1/2" aluminum pipe(# 732); thence South 12°20'21" West 698.80 feet to a 2 1/2" aluminum pipe (# 732); thence South 67° 25'28" West 1,262.10 feet to a 2 1/2" aluminum pipe (# 732); thence North 44° 02'50" West 428.45 feet to a point on a non-tangent curve to the left, thence southwesterly along said curve with a radius of 6,529.65 feet through a central angle of 02° 04'08" for an arc distance of 235.77 feet (the chord of said arc being South 65° 14'14" West 235.76 feet) to a 2 1/2" aluminum pipe(# 732); thence South 64° 10'41" West 309.99 feet to a 2 1/2" aluminum pipe(# 732); thence South 53° 55'00" West 1,374.71 feet to a 2 1/2" aluminum pipe(# 732); thence North 89° 56'37" West 1,104.33 feet to a 2 1/2" aluminum pipe (# 732); thence South 80° 23'55" West 854.80 feet to a concrete monument (# 3562) on a non-tangent curve to the left on the Northerly right of way boundary of Fleischmann Road, thence leaving said North boundary of the Miccosukee Greenway Park run westerly along said right of way boundary curve with a radius of 592.25 feet through a central angle of 10° 21 '58" for an arc distance of 107.15 feet (the chord of said arc being North 71°58'18" West 107.01 feet) to a rod and cap (# 3562) marking the Southeast corner of property described in Official Records Book 1976, Page 2121 of the Public Records of Leon County, Florida; thence North 70° 27'20" East along the Southeasterly boundary of said property 126.80 feet to a SCM (# 7245); thence North 13° 06'27" East along said Southeasterly boundary 59.27 feet to a found iron rod with aluminum cap (# 3293) marking the Southwest corner of property recorded in Official Records Book 2792, Page 765 of the Public Records of Leon County, Florida; thence Easterly, Northerly and Westerly along the boundary of said property as follows: North 51° 23'36" East 179.35 feet to a rod and cap (# 3293); thence North 89° 41 '14" East 1,499.02 feet to an iron rod and cap (# 3562) on a non-tangent curve to the left, thence northerly along said curve with a radius of 1,874.98 feet through a central angle of 12° 06'23" for an arc distance of 396.18 feet (the chord of said arc being North 14° 22'52" West 395.44 feet), to a point on a non-tangent curve to the right, thence northerly along said curve with a radius of 5,078.35 feet through a central angle of 12° 43'14" for an arc distance of 1,127.47 feet (the chord of said arc being North 14° 02'54" West 1,125.16 feet) to an iron rod and cap; thence North 27°10'59" East, 3564.33 feet to the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida; thence along said North boundary North 89° 56'06" East, 430.00 feet to the POINT OF BEGINNING.

## LEGAL DESCRIPTION (Continued)

### AND ALSO

#### PARCEL "B"

246.59 acres more or less as recorded in Official Records Book 4934, Page 1203 of the Public Records of Leon County, Florida

Commence at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 89°56'06" West along the north line of Section 15, Township 1 North, Range 1 East, Leon County, Florida, 430.00 feet to a found iron rod and cap (#7245) marking the Point of Beginning; thence South 27°10'59" West, 3564.33 feet to a found rod and cap (#3562) marking the Northeast corner of the property described in O.R. Book 2792, Page 765; thence South 84°37'46" West 917.42 feet to a concrete monument (#3293) marking the Northwest corner of said property and the Northeast corner of the property described in O. R. Book 1976, Pg. 2121; thence North 66°06'52" West 484.23 feet to a set iron rod and cap (#7245) lying on the proposed Southerly right of way boundary for Welaunee Boulevard Extension, said point also lying on a curve concave Southeasterly; thence Southwesterly along said right of way boundary and said curve having a radius of 1440.00 feet through a central angle of 16°11'25" for an arc length of 406.91 feet (chord bears South 46°47'30" West 405.56 feet) to a set iron rod and cap (#7245); thence continue Southwesterly along said Southerly right of way boundary as follows: South 38°41'47" West 220.85 feet to a set iron rod and cap (#7245) lying on curve to the right; thence Southwesterly along said curve having a radius of 1560.00 feet through a central angle of 01°54'31" for an arc length of 51.97 feet (chord bears South 39°39'02" West 51.96 feet), to a set iron rod and cap (#7245); thence South 40°36'18" West 307.41 feet to a set iron rod and cap (#7245) lying on a curve concave Northwesterly; thence Southwesterly along said curve having a radius of 1590.00 feet through a central angle of 06°07'41" for an arc length of 170.06 feet (chord bears South 54°49'00" West 169.98 feet) to a set iron rod and cap (#7245); thence South 57°52'51" West 507.81 feet to a set iron rod and cap (#7245); lying on a curve to the left; thence Southwesterly along said curve having a radius of 1410.00 feet through a central angle of 14°51'10" for an arc length of 365.52 feet (chord bears South 50°27'15" West 364.49 feet) to a set iron rod and cap (#7245); thence South 43°01'40" West 12.84 feet to a set iron rod and cap (#7245); thence South 03°00'07" East 56.97 feet to a set iron rod and cap (#7245) lying on the Northerly right of way boundary of Fleischmann Road, said point also lying on a curve concave Northerly; thence Northwesterly along said curve having a radius of 676.69 feet through a central angle of 03°22'00" for an arc length of 39.76 feet (chord bears North 51°59'48" West 39.76), to a concrete monument (#7245); thence continue along said right of way boundary as follows: North 03°00'07" West 43.63 feet to a concrete monument (#7245); thence North 43°01'40" East 25.58 feet to a concrete monument (#7245); thence N 46°58'20" W 200.00 feet to a concrete monument (#7245); thence North 82°03'44" West 34.93 feet to a concrete monument (#7245) lying on a curve to the right; thence northwesterly along said right of way boundary curve with a radius of 676.69 feet through a central angle of 27°50'02" for an arc length of 328.73 feet (the chord of said arc being North 14°02'05" West 325.51 feet) to a concrete monument (#7245); thence North 00°13'55" West 762.26 feet to a concrete monument (#7245); thence South 89°46'05" West 20.00 feet to a concrete monument (#7245); thence North 00°13'55" West 660.30 feet to a concrete monument (#7245); marking the southwest corner of a City of Tallahassee Stormwater Management Facility, said Stormwater Management Facility being property described in Official Records Book 1654, Page 0507 of the Public Records of Leon County, Florida; thence leaving said right of way boundary run North 89°45'46" East along said property boundary 92.61 feet to a concrete monument (#7245); thence North 11°08'43" East along said property boundary 216.15 feet to a concrete monument (#7245); thence North 15°14'26" West along said property boundary 176.56 feet to a concrete monument (#7245); thence South 89°49'08" West along said property boundary 89.56 feet to a concrete monument (#7245) on said right of way boundary of Fleischmann Road; thence North 00°14'14" West along said right of way boundary 185.83 feet to a concrete monument (#7245) on the Southeasterly right of way boundary (maintained) of Centerville Road; thence northeasterly along said maintained right of way boundary as follows: North 51°10'14" East 45.45 feet to a concrete monument (#7245); thence North 50°09'08" East 99.69 feet to a concrete monument (#7245); thence North 51°31'38" East 99.35 feet to a concrete monument (#7245); thence North 52°38'28" East 99.37 feet to a concrete monument (#7245); thence North 54°19'46" East 99.43 feet to a concrete monument (#7245); thence North 55°26'14" East 99.74 feet to a concrete monument (#7245); thence North 57°25'11" East 99.72 feet to a concrete monument (#7245); thence North 57°40'51" East 99.71 feet to a concrete monument (#7245); thence North 59°05'29" East 99.76 feet to a concrete monument (#7245); thence North 59°21'10" East 99.64 feet to a concrete monument (#7245); thence North 59°36'50" East 99.71 feet to a concrete monument (#7245); thence North 60°40'26" East 16.11 feet to a concrete monument (#7245); thence North 61°25'29" East 83.85 feet to a concrete monument (#7245); thence North 60°21'46" East 99.88 feet to a concrete monument (#7245); thence North 62°47'28" East 100.17 feet to a concrete monument (#7245); thence North 59°55'39" East 99.89 feet to a concrete monument (#7245); thence North 63°18'14" East 99.40 feet to a concrete monument (#7245); thence North 62°41'06"

## LEGAL DESCRIPTION (Continued)

### PARCEL "B" (Continued)

East 100.00 feet to a concrete monument (#7245); thence North 63°15'29" East 100.00 feet to a concrete monument (#7245); thence North 61°35'27" East 99.88 feet to a concrete monument (#7245); thence North 67°03'12" East 100.24 feet to a concrete monument (#7245); thence North 62°28'35" East 100.00 feet to a concrete monument (#7245); thence North 61°19'51" East 100.04 feet to a concrete monument (#7245); thence North 61°07'56" East 100.93 feet to a concrete monument (#7245); thence North 59°40'03" East 100.02 feet to a concrete monument (#7245); thence North 61°23'10" East 100.00 feet to a concrete monument (#7245); thence North 61°22'07" East 100.03 feet to a concrete monument (#7245); thence North 60°11'01" East 100.00 feet to a concrete monument (#7245); thence North 57°19'22" East 100.18 feet to a concrete monument (#7245); thence North 64°11'24" East 100.18 feet to a concrete monument (#7245); thence North 61°00'50" East 99.65 feet to a concrete monument (#7245); thence North 63°03'46" East 99.36 feet to a concrete monument (#7245); thence North 64°06'46" East 99.34 feet to a concrete monument (#7245); thence North 65°09'45" East 99.36 feet to a concrete monument (#7245); thence North 67°47'58" East 98.85 feet to a concrete monument (#7245); thence North 69°29'27" East 80.98 feet to a concrete monument (#7245); thence North 69°50'16" East 18.75 feet to a concrete monument (#7245); thence North 73°10'12" East 98.54 feet to a concrete monument (#7245); thence North 73°19'53" East 98.66 feet to a concrete monument (#7245); thence North 77°36'19" East 99.95 feet to a concrete monument (#7245); thence North 77°36'27" East 200.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 77°02'05" East 100.00 feet to a concrete monument (#7245); thence North 78°10'50" East 100.00 feet to a concrete monument (#7245); thence North 78°11'18" East 99.91 feet to a concrete monument (#7245); thence North 77°51'24" East 100.00 feet to a concrete monument (#7245); thence North 78°42'58" East 30.99 feet to a concrete monument (#7245) marking the centerline of Old Centerville Road as located in 1920, as evidenced by a deep gully (as referenced in the following deed) and marking the most Westerly corner of property described in Official Records Book 1826, Page 589 of the Public Records of Leon County, Florida; thence leaving said maintained right of way boundary run South 73°49'34" East along said centerline 273.23 feet to a concrete monument (#7245); thence North 00°03'13" West 18.43 feet to a found iron rod and cap (#3328) on the Northerly top of bank of the old abandoned Centerville Road marking the Southwest corner of property described in Official Records Book 1400, Page 1833; Book 1440, Page 113; and Book 1698, Page 560 of the Public records of Leon County, Florida; thence easterly along said Northerly top of bank of the old abandoned Centerville Road and said property as follows: South 73°58'16" East 174.68 feet to a found iron rod and cap (#3328) on a non-tangent curve to the left, thence easterly along said curve with a radius of 232.00 feet through a central angle of 32°42'33" for an arc distance of 132.45 feet (the chord of said arc being North 89°36'21" East 130.65 feet) to a found iron rod and cap (#3328); thence North 73°23'58" East 46.08 feet to a found iron rod and cap (#3328) on a non-tangent curve to the left, thence northeasterly along said curve with a radius of 357.00 feet through a central angle of 14°32'22" for an arc distance of 90.59 feet (the chord of said arc being North 66°02'24" East 90.35 feet) to a found iron rod and cap (#3328); thence North 58°53'04" East 91.36 feet to a concrete monument (#7245); thence leaving said Northerly top of bank of the old abandoned Centerville Road run North 89°56'06" East along the North boundary of Section 15, Township 1 North, Range 1 East, Leon County, Florida, a distance of 61.68 feet to the Point of Beginning.

## LESS AND EXCEPT

### PARCEL 1

A 5.34 Acre portion of a 258.87 Acre parcel of land lying in Sections 14 and 15, Township 1 North, Range 1 East, Leon County, Florida, recorded in Official Records Book 4866, Page 1087 of the Public Records of Leon County, Florida, and being more particularly described as follows: (Note: SCM denotes "set concrete monument")

COMMENCE at an old axle marking the Northwest Corner of Section 14 and the Northeast corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run South 00°18'05" West along the West boundary of said Section 14 a distance of 1303.41 feet to a SCM (#7245); thence South 89°41'56" East 368.75 feet to a SCM (#7245) marking the approximate 89.7 contour of Dove Pond; thence Easterly and Southeasterly along said contour as follows: North 75°05'36" East 140.10 feet to a SCM; thence North 64°16'10" East 82.30 feet to a SCM (#7245); thence North 71°06'34" East 108.26 feet to a SCM (#7245); thence South 37°38'45" East 94.60 feet to a SCM (#7245); thence South 01°04'48" East 115.07 feet to a SCM (#7245); thence North 84°38'40" East 77.61 feet to a SCM (#7245); thence North 38°44'32" East 121.10 feet to a SCM (#7245); thence North 66°39'51" East 78.04 feet to

## LEGAL DESCRIPTION (Continued)

### PARCEL 1 (Continued)

a SCM (#7245); thence North 60°37'14" East 98.78 feet to a SCM (#7245); thence South 42°36'50" East 132.12 feet to a SCM (#7245); thence North 69°42'39" East 78.94 feet to a SCM (#7245); thence North 48°23'19" East 95.04 feet to a SCM (#7245); thence South 78°47'24" East 102.57 feet to a SCM (#7245); thence South 54°50'50" East 73.35 feet to a SCM (#7245); thence South 46° 34'23" East 118.72 feet to a SCM (#7245); thence South 43°57'44" East 160.31 feet to a SCM (#7245); thence South 46°23'04" East 123.39 feet to a SCM (#7245); thence South 40°35'23" East 103.26 feet to a SCM (#7245); thence South 21°52'54" East 84.32 feet to a SCM (#7245); thence South 63°37'18" East 108.67 feet to a SCM (#7245); thence South 51°05'19" East 94.62 feet to a SCM (#7245); thence South 52°02'55" East 106.31 feet to a SCM (#7245); thence South 44°37'37" East 102.96 feet to a SCM (#7245); thence South 56°03'37" East 88.68 feet to a SCM (#7245); thence South 75°48'30" East 99.41 feet to a SCM (#7245); thence South 57°01'17" East 95.90 feet to a SCM (#7245); thence South 59°45'49" East 192.15 feet to a SCM (#7245); thence South 40°57'38" East 72.00 feet to a SCM (#7245) on the North boundary of the Miccosukee Greenway Park as recorded in Official Records Book 2122, Page 1039 of the Public Records of Leon County, Florida; thence leaving said contour run Westerly along the North boundary of the Miccosukee Greenway Park as follows: South 88°40'45" West 313.60 feet to a 2 1/2" aluminum pipe (#732); thence South 15°37'42" West 520.42 feet to a 2 1/2" aluminum pipe (#732); thence South 73°07'41" West 371.62 feet to a 2 1/2" aluminum pipe(#732); thence South 12°20'21" West 698.80 feet to a 2 1/2" aluminum pipe (#732); thence South 67°25'28" West 1,262.10 feet to a 2 1/2" aluminum pipe (#732); thence North 44°02'50" West 428.45 feet to a point on a non-tangent curve to the left, thence southwesterly along said curve with a radius of 6529.65 feet through a central angle of 02°04'08" for an arc distance of 235.77 feet (the chord of said arc being South 65°14'14" West 235.76 feet) to a 2 1/2" aluminum pipe(#732); thence South 64°10'41" West 309.99 feet to a 2 1/2" aluminum pipe(#732); thence South 53°55'00" West 1374.71 feet to a 2 1/2" aluminum pipe(#732); thence North 89°56'37" West 260.48 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence continue North 89°56'37" West 843.84 feet to a 2 1/2" aluminum pipe (#732); thence South 80°23'55" West 854.80 feet to a concrete monument (#3562) on a non-tangent curve to the left on the Northerly right of way boundary of Fleischmann Road, thence leaving said North boundary of the Miccosukee Greenway Park run westerly along said right of way boundary curve with a radius of 592.25 feet through a central angle of 10°21' 58" for an arc distance of 107.15 feet (the chord of said arc being North 71°58'18" West 107.01 feet) to a rod and cap (#3562) marking the Southeast corner of property described in Official Records Book 1976, Page 2121 of the Public Records of Leon County, Florida; thence North 70°27'20" East along the Southeasterly boundary of said property 126.80 feet to a SCM (#7245); thence North 13°06'27" East along said Southeasterly boundary 59.27 feet to a found iron rod with aluminum cap (#3293) marking the Southwest corner of property recorded in Official Records Book 2792, Page 765 of the Public Records of Leon County, Florida; thence Easterly, Northerly and Westerly along the boundary of said property as follows: North 51°23'36" East 179.35 feet to a rod and cap (#3293); thence North 89°41'14" East 1499.02 feet to an iron rod and cap (#3562), thence run South 08 degrees 19 minutes 40 seconds East 112.83 feet to the POINT OF BEGINNING. The above described parcel contains 5.34 acres more or less.

### LESS AND EXCEPT

#### PARCEL 2

A 75.95 Acre Parcel located in Section 15, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

COMMENCE at a found old axle marking the Northeast Corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida, and run thence South 89 degrees 56 minutes 06 seconds West along the north boundary of said Section 15 for a distance of 430.00 feet; thence departing said north boundary run South 27 degrees 10 minutes 59 seconds West for a distance of 3564.33 feet to a point marking the northeast corner of a parcel as recorded in Official Records Book 1976, Page 2121 and Official Records Book 2792, Page 765 of the Public Records of Leon County, Florida; thence run along the northerly boundary of said parcel the following courses: South 84 degrees 37 minutes 46 seconds West for a distance of 917.42 feet; thence run North 66 degrees 06 minutes 52 seconds West for a distance of 484.23 feet to a point on a non-tangent curve to the left; thence departing said northerly boundary run along said

## LEGAL DESCRIPTION (Continued)

### PARCEL 2 (Continued)

curve with a central angle of 15 degrees 10 minutes 29 seconds and a radius of 1440.00 feet for an arc distance of 381.39 feet (chord of said curve bears South 47 degrees 17 minutes 58 seconds West 380.27 feet); thence departing said curve run North 50 degrees 17 minutes 17 seconds West for a distance of 120.00 feet to a point on a non-tangent curve concave southeasterly and the POINT OF BEGINNING.

From said POINT OF BEGINNING thence run southwesterly along said curve with a radius of 1560.00 feet through a central angle of 01 degrees 00 minutes 56 seconds for an arc distance of 27.65 feet (chord of 27.65 feet bears South 39 degrees 12 minutes 15 seconds West), thence run South 38 degrees 41 minutes 47 seconds West for a distance of 220.85 feet to a point of curve to the right; thence run southwesterly along said curve with a radius of 1440.00 feet through a central angle of 10 degrees 09 minutes 53 seconds for an arc length of 255.46 feet (chord of 255.13 feet bears South 43 degrees 46 minutes 43 seconds West); thence run South 53 degrees 00 minutes 40 seconds East for a distance of 175.66 feet to a point on a non-tangent curve concave northwesterly; thence run South 57 degrees 52 minutes 51 seconds West for a distance of 622.09 feet; thence run South 56 degrees 54 minutes 37 seconds West for a distance of 69.15 feet; thence run South 66 degrees 36 minutes 42 seconds West for a distance of 52.32 feet to a point on a non-tangent curve to the left; thence run along said curve with a central angle of 03 degrees 31 minutes 43 seconds and a radius of 1603.50 feet for an arc distance of 98.75 feet (chord of said curve bears South 51 degrees 47 minutes 40 seconds West) to a point on a reverse curve to the right; thence run along said curve with a central angle of 107 degrees 08 minutes 28 seconds and a radius of 95.00 feet for an arc distance of 177.65 feet (chord of said curve bears South 76 degrees 23 minutes 58 seconds East 152.87 feet) to a point on a compound curve to the right; thence run northwesterly along said curve with a central angle of 22 degrees 42 minutes 40 seconds and a radius of 676.69 feet for an arc distance of 268.23 feet (chord of said curve bears North 11 degrees 28 minutes 24 seconds West 266.48 feet); thence departing said curve run North 00 degrees 13 minutes 55 seconds West for a distance of 762.26 feet; thence run South 89 degrees 46 minutes 05 seconds West for a distance of 20.00 feet; thence run North 00 degrees 13 minutes 55 seconds West for a distance of 158.50 feet; thence leaving the easterly right of way boundary of said Fleishman Road run North 89 degrees 44 minutes 36 seconds East for a distance of 797.55 feet; thence run South 72 degrees 11 minutes 37 seconds East for a distance of 70.85 feet to a point on a non-tangent curve concave southeasterly; thence run northeasterly along said curve with a radius of 470.00 feet through a central angle of 12 degrees 12 minutes 40 seconds for an arc distance of 100.17 feet (chord of 99.98 feet bears North 23 degrees 54 minutes 43 seconds East); thence run North 30 degrees 01 minutes 03 seconds East for a distance of 810.63 feet; thence run South 59 degrees 39 minutes 15 seconds East for a distance of 389.83 feet; thence run North 67 degrees 22 minutes 17 seconds East for a distance of 559.16 feet; thence run South 78 degrees 59 minutes 50 seconds East for a distance of 157.40 feet to a point on a non-tangent curve concave southeasterly; thence run northeasterly along said curve with a radius of 720.00 feet through a central angle of 01 degrees 00 minutes 23 seconds for an arc distance of 12.65 feet (chord of 12.65 feet bears North 09 degrees 37 minutes 21 seconds East); thence run North 10 degrees 07 minutes 32 seconds East for a distance of 43.72 feet to a point of curve to the right; thence run northeasterly along said curve with a radius of 420.00 feet through a central angle of 30 degrees 47 minutes 32 seconds for an arc distance of 225.72 feet (chord of 223.01 feet bears North 25 degrees 31 minutes 18 seconds East); thence run North 40 degrees 55 minutes 04 seconds East for a distance of 222.34 feet to a point of curve to the right; thence run northeasterly along said curve with a radius of 25.00 feet through a central angle of 80 degrees 58 minutes 06 seconds for an arc distance of 35.33 feet (chord of 32.46 feet bears North 81 degrees 24 minutes 07 seconds East) to a point of reverse curve to the left; thence run southeasterly along said curve with a radius of 335.00 feet through a central angle of 21 degrees 37 minutes 10 seconds for an arc distance of 126.41 feet (chord of 125.66 feet bears South 68 degrees 55 minutes 25 seconds East); thence run South 79 degrees 44 minutes 00 seconds East for a distance of 761.76 feet to point of curve to the right; thence run southeasterly along said curve with a radius of 965.00 feet through a central angle of 42 degrees 43 minutes 47 seconds for an arc distance of 719.67 feet (chord of 703.11 feet bears South 58 degrees 22 minutes 07 seconds East) to a point of compound curve to the right; thence run southwesterly along said curve with a radius of 215.00 feet through a central angle of 89 degrees 18 minutes 00 seconds for an arc distance of 335.09 feet (chord of 302.19 feet bears South 07 degrees 38 minutes 47 seconds West) to a point of compound curve to the right;

**LEGAL DESCRIPTION (Continued)**

**PARCEL 2**  
(Continued)

thence run southwesterly along said curve with a radius of 635.00 feet through a central angle of 55 degrees 17 minutes 11 seconds for an arc distance of 612.73 feet (chord of 589.23 feet bears South 79 degrees 56 minutes 22 seconds West) to a point of reverse curve to the left; thence run northwesterly along said curve with a radius of 2060.00 feet through a central angle of 29 degrees 22 minutes 02 seconds for an arc distance of 1055.87 feet (chord of 1044.35 feet bears North 87 degrees 06 minutes 04 seconds West); thence run South 76 degrees 08 minutes 21 seconds West for a distance of 121.79 feet to a point on a non-tangent curve concave southeasterly; thence run southwesterly along said curve with a radius of 1456.34 feet through a central angle of 39 degrees 29 minutes 05 seconds for an arc distance of 1003.62 feet (chord of 983.88 feet bears South 58 degrees 03 minutes 40 seconds West) to the POINT OF BEGINNING. The above described parcel contains 75.95 acres, more or less.

The above described parcel contain an aggregate of 424.17 acres more or less.

# SECTION VI

**RESOLUTION 2019-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
CANOPY COMMUNITY DEVELOPMENT DISTRICT  
APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR  
THE DISTRICT'S AMENITY CENTER SITE WORK PROJECT;  
PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN  
EFFECTIVE DATE.**

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

**WHEREAS**, the Act authorizes the District to maintain systems and facilities for certain basic public infrastructure, including recreational facilities and other public improvements; and

**WHEREAS**, it is in the District's best interests to competitively solicit proposals through a Request for Proposals ("RFP") process for its amenity center site work project (the "Project"); and

**WHEREAS**, the Board desires to approve in substantial form the RFP notice, instructions to proposers and Evaluation Criteria for the Project attached hereto as **Exhibit A**; and

**WHEREAS**, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare a final RFP project manual for the Project, and other documents that are in the best interests of the District;

**WHEREAS**, the Board further desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT  
DISTRICT:**

**SECTION 1.** All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

**SECTION 2.** The Board hereby approves in substantial form the documents attached hereto as **Exhibit A**, and subject to further review and revision by District staff as finally approved by the Chairman or Vice Chairman.

**SECTION 3.** The Board hereby authorizes the Chairman, in consultation with District staff, to 1) effectuate any revisions to the documents attached as **Exhibit A**, and the preparation of the additional documents necessary to prepare the RFP; and 2) approve the scope of the

Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP. Consistent with such approvals, the Chairman, District Manager, District Counsel, Secretary, and Assistant Secretaries are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to effect the procurement contemplated by the RFP, and all acts and things that may be desirable or consistent with the RFP's requirements or intent. The Chairman and Secretary are hereby further authorized to execute any and all documents necessary to affect the RFP. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Chairman, in the absence or unavailability of the Chairman, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 5th day of February, 2019.

ATTEST:

**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

**Exhibit A:** RFP Notice, Instructions and Evaluation Criteria

**Exhibit A**

**RFP Notice, Instructions and Evaluation Criteria**

***CANOPY  
COMMUNITY  
DEVELOPMENT DISTRICT***

**PROJECT MANUAL**

**FOR**

**CONSTRUCTION SERVICES FOR  
AMENITY CENTER SITE WORK**

**February \_\_, 2019**

**CANOPY COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR  
CONSTRUCTION SERVICES FOR INFRASTRUCTURE IMPROVEMENTS – AMENITY CENTER  
TALLAHASSEE, FLORIDA**

**TABLE OF CONTENTS**

- I. Project Information Package
  - A. Request for Proposals
  - B. Instructions to Proposers
  - C. Additional Information to Bidders
  - D. Evaluation Criteria
  - E. Form of EJCDC Contract – Standard Form of Agreement Between Owner and Contractor (Stipulated Price)
    - 1. Standard General Conditions of the Construction Contract
    - 2. Supplementary Conditions to General Conditions
    - 3. Exhibit A – Amendment to Standard Form of Agreement Between Owner and Contractor
  - F. Form of Bid Bond
  - G. Form of Performance and Payment Bonds
  
- II. Proposal Submission Package
  - A. Official Proposal Form
  - B. Organizational Information of Proposer
  - C. Proposed List of Subcontractors
  - D. Certificate of Corporate Principal/Affidavit of Proposer
  - E. Sworn Statement Regarding Discrimination
  - F. Sworn Statement Regarding Scrutinized Companies
  - G. Sworn Statement Regarding Public Entity Crimes
  - H. Trench Safety Affidavit
  - I. Affidavit of Non-Collusion
  - J. Minimum Qualifications Statement
  - K. Summary of Costs and Schedule
  
- III. Plans and Specifications
  - A. Amenity Center Construction Plans
  - B. Engineer’s Estimated Quantities (ESTIMATE ONLY)
  - C. Index of Sheets
  - D. Copies of Available Permits and Supporting Documentation (multiple sheets)
  - E. Technical Specifications

**CANOPY COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**CONSTRUCTION SERVICES FOR AMENITY CENTER SITE WORK  
TALLAHASSEE, FLORIDA**

Notice is hereby given that the Canopy Community Development District (“District”) will receive proposals for the following District project:

**Amenity Center Site Work Project**

The contract will require contractors to provide for the construction, labor, materials and equipment necessary for site and development work necessary to prepare the amenity center site for amenity center construction. The contract will not require building or completion of the amenity center structure. The scope is as more particularly described in the Project Manual and in accordance with the plans and specifications. The project will generally include site work associated with site work, earthwork, grading, installation of utilities, sidewalks, paving, curb, gutter, landscape, irrigation, and installation of stormwater management improvements as shown on the Plans, and described in the Specifications, as prepared by: Greenman-Pedersen, Inc. (GPI), dated \_\_\_\_\_, 2018.

The Project Manual will be available beginning February \_\_\_\_, 2019 at 1:00 P.M. EST at the offices of the District Engineer, Greenman-Pedersen, Inc. (GPI), located at 1590 Village Square Blvd., Tallahassee, Florida 32309 for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein may preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal submission package including the contract documents, and construction plans and specifications. Please make checks payable to the Canopy Community Development District.

There will be a **mandatory pre-proposal conference** at the offices of GPI, located at 1590 Village Square Blvd., Tallahassee, FL 32309, on March \_\_\_\_, 2019 at 2:00p.m. Failure to attend the mandatory pre-proposal conference may preclude the District’s consideration of a proposal submitted by a non-attending proposer.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, extend or contract the work, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.** Any protest of the terms and specifications must be filed with the District within seventy-two (72) hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$10,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

Firms desiring to provide construction services for the referenced project must submit eight (8) hard copies and one (1) electronic copy of the required proposal no later than 3:00 p.m. on March \_\_\_\_, 2019 at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, where the proposals will be publicly opened consistent with Florida law. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or

cashier's check in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the Proposal opening. The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District, in accordance with Section 255.05, *Florida Statutes*.

All questions regarding the Project Manual or this project shall be directed in writing only to the District Engineer, Abraham Prado, [aprado@gpinet.com](mailto:aprado@gpinet.com), with a copy to Jennifer Kilinski, at [jenk@hgslaw.com](mailto:jenk@hgslaw.com) by 5:00 p.m. on March \_\_, 2019. No phone inquiries please.

Canopy Community Development District  
District Manager

Run Date: \_\_\_\_\_

**CANOPY COMMUNITY DEVELOPMENT DISTRICT  
INSTRUCTIONS TO PROPOSERS**

**CONSTRUCTION SERVICES FOR AMENITY CENTER SITE WORK  
TALLAHASSEE, FLORIDA**

**Solicitation and Award Process:**

<b>DATE</b>	<b>EVENT</b>
February __, 2019	Notice of RFP Published & Posted
February __, 2019	RFP Available for Pick-Up
March __, 2019	Mandatory Pre-Proposal Conference
February __ - March __, 2019	Site Available for Inspection
March __, 2019, 5:00 p.m.	Deadline for Questions
March __, 2019, 3:00 p.m.	Proposals Due / Public Opening
April __, 2019	Board Meeting to Evaluate Proposals & Award Contract

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **3:00 p.m., March \_\_, 2019** at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309. Proposals will be publicly opened at that time.

**SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE.** A mandatory pre-proposal conference will be held on this Project at the offices of the District Engineer, Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, on March \_\_, 2019 at 2:00 p.m. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. The District reserves the right to preclude consideration of a Proposal from any Proposer that does not have an authorized representative present at said conference.

**SECTION 3. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in substantially the form included in the Project Manual, unless requested otherwise by the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) days after proposals are received. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with Section 255.05, *Florida Statutes*, and executed in a form acceptable to the District and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract.

**SECTION 4. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly identify and acknowledge receipt of all Addenda on the Proposal Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

**SECTION 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. 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.

**SECTION 6. QUALIFICATIONS OF THE PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. 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.

**SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among 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.

**SECTION 8. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing only to the District Engineer, Abraham Prado, aprado@gpinet.com, with a copy to Jennifer Kilinski, at jenk@hgslaw.com. All questions must be received no later than 5:00 p.m. on March \_\_, 2019 to be considered. Interpretations or clarifications considered necessary by the District representative in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

An interpretation, correction, or change of the Proposal Documents considered necessary by the District Engineer will be made by Addendum and sent via mail, fax, email or delivery to all parties having received the Proposal Documents. **Prior to submitting its Proposal, each Proposer shall ascertain that it has received all Addenda issued, and it shall acknowledge such receipt in the space provided in the Proposal Form.** No inquiries will be accepted from subcontractors - the Proposer shall be responsible for all queries.

**SECTION 9. SUBMISSION OF PROPOSALS.** Submit eight (8) hard copies and one (1) electronic copy of a completed Project Manual, including any Addenda thereto, 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 – CANOPY CDD – AMENITY CENTER SITE WORK PROJECT” on the face of it. Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals indicated in the Request for Proposal, or any time extension thereof made by Addendum. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date

for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or email Proposals are invalid and will not be considered.

**SECTION 10. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT.** Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due provided that they are then fully in conformance with these Instructions to Proposers. Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. A Proposal may not be modified, withdrawn or canceled by the Proposer for one hundred twenty **(120) calendar days** following the time and date designated for the receipt of Proposals, and Proposer so agrees in submitting his Proposal. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time.

**SECTION 11. PROJECT MANUAL.** The Project Manual will be available on February \_\_\_\_ 2019 at 1:00 p.m. through March \_\_\_\_, 2019 at 1:00 p.m. [End before mandatory pre-bid], at the offices of Greenman-Pedersen, Inc., located at 1590 Village Square Blvd, Tallahassee, FL 32309, (850) 668-5211.

**SECTION 12. PROPOSAL FORM.** The Proposal Form is included with the Proposal Documents. All blanks on the Proposal Form shall be filled in by typewriter or manually printed in black ink. In making its Proposal, each Proposer represents that it has read and understands the Proposal Documents and that the Proposal is made in accordance therewith. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures. Any interlineations, alteration or erasure must be initialed by the signer of the Proposal; failure to do so may cause the Proposer's proposal to be considered non-responsive. Proposer shall make no stipulation on the Proposal Form nor qualify his Proposal in any manner; to do so may classify the Proposal as being non-responsive. The Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Proposer.

**Proposals must be priced on a Total Lump Sum Price (not to exceed) basis for the Work described in the Proposal.** For the purposes of negotiating change orders, the contractor shall provide unit prices on the Schedule of Values (see Section 18 below).

**SECTION 13. PROPOSAL SECURITY (PROPOSAL BOND).** The Proposal shall be accompanied by Proposal Security in the form of a Proposal Bond executed by the Proposer and a surety duly qualified to do business in the State of Florida, and countersigned by a Florida resident agent, or either a certified or cashier's check drawn on any national bank in an amount equal to **five percent (5%)** of the Proposal amount made payable to the Canopy Community

Development District. Said Proposal Security guarantees the Proposer will not withdraw from the competition after opening the Proposals and, in the event the Contract is awarded to the Proposer, it will execute the Contract and furnish the required payment and performance bonds within **seven (7) calendar days** after notification. The Proposal Security shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty **(120) days** after the Proposals are received. If it withdraws or fails to provide the payment and performance bonds, the Proposal Security and all proceeds therefrom shall become the property of the District. After Proposals have been satisfactorily evaluated by the District, the Proposal Securities accompanying Proposals, which in the District's judgment would not likely be considered for the award, may be returned. All other Proposal Securities will be held until the award has been made and executed, after which the Proposal Securities will be returned to the respective Proposers who tendered same.

**SECTION 14. SUBCONTRACTORS, SUPPLIERS AND OTHERS.** Each Proposer shall submit to District a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form to be submitted is provided in the Proposal Form and shall be completed as part of Proposer's Proposal. Such listing shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. If no Subcontractors are required, so state thereon. Upon request by the District Engineer, the successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the District Engineer and District, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Prior to the award of the Contract, the District Engineer will notify the Proposer in writing if either the District or the District Engineer, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Proposer then may, at his option, withdraw his Proposal without forfeiture of Proposal Security or submit an acceptable substitute at no increase in Proposal price. If the Proposer fails to submit an acceptable substitute within five (5) days of the original notification, the District then may, at its option, disqualify the Proposer, at no cost to the District, and award the contract to the next highest ranked Proposer that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Proposal security of any Proposer.

Subcontractors and other persons and organizations proposed by the Proposer and accepted by the District and the District Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the District and District Engineer. Contractor shall not subcontract more than fifty percent (50%) of the Proposal amount without prior approval of the District and District Engineer.

**SECTION 15. FLORIDA TRENCH SAFETY ACT.** Proposers shall complete and submit the Florida Trench Safety Act Statements, in accordance with the requirements of Chapter 553, *Florida Statutes*. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed.

**SECTION 16. MINIMUM QUALIFICATIONS OF THE PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the

work specified herein. Minimum qualifications for the work are: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$1,500,000 within the last seven (7) years; (2) Proposer will have minimum bonding capacity of \$3,000,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Leon County and is a licensed contractor in the State of Florida. The Proposer shall submit with its Proposal satisfactory evidence of suitable 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. Furthermore, the proposer shall submit satisfactory evidence that the Proposer meets the minimum qualifications set forth in the Minimum Qualifications Statement contained in the Project Manual.

**SECTION 17. PERFORMANCE AND PAYMENT BONDS.** Each Proposer shall submit a Letter of Qualification from an acceptable Surety Company (on Surety letterhead), stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Bonds, Surety shall comply with the following provisions:

- A. Surety must be licensed to do business in the State of Florida.
- B. Surety must have been in business and have a record of successful continuous operations for at least three (3) years.
- C. Surety must have fulfilled all of its obligations on all other bonds given to the District, if applicable.
- D. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Upon contract award, the successful Proposer will be required to furnish Payment and Performance Bonds in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the Proposal Documents and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract, with such acceptable sureties, secured through the Proposer's usual sources as may be agreeable to the parties. The Proposer shall deliver the required bonds to the District Engineer and District no later than the date of execution of the Contract. The Proposer shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

Subsequent to the Contract Execution but prior to and as a condition of the issuance of the Notice to Proceed, the Proposer shall have the Payment and Performance Bonds recorded in the Leon County Clerk of the Courts Recording Department. After the bonds have been recorded and assigned a book and page number, the Proposer shall provide the District and District Engineer with copies of said recorded bonds. No work can commence until the required bonds have been delivered to the District and the District Engineer. Upon receipt of the bonds the District may issue a Notice to Proceed.

**SECTION 18. SCHEDULE OF VALUES.** Proposer shall submit a Schedule of Values for the proposed Work for review and approval by the District and District Engineer. The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the Total Lump Sum Price. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section. If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the District reserves the right to disqualify the Proposal.

**SECTION 19. PROJECT SCHEDULE.** An Initial Project Schedule shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time. The District reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract Times.

**SECTION 20. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

**SECTION 21. GROUNDS FOR REJECTION.** Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, for Proposer's failure to demonstrate proper licensure and business organization, if a Proposal identifies a duration of the Work which in the District's evaluation, is not all inclusive of a complete and functioning project from beginning to end, within the provided Contract Times of Completion. The District shall also have the right to reject any or all Proposals if the District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. Proposals not accompanied by any required Proposal Security including data required by the Proposal Documents or a Proposal in any way incomplete or irregular will provide a basis for rejection.

**SECTION 22. INSURANCE.** All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, including types of coverage and limits for general, property, automobile liability, and worker's compensation, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance identifying the District, its staff, employees, officers, agents and supervisors as additional insureds, within fourteen (14) 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.

**SECTION 23. FINANCIALS.** The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

**SECTION 24. SPECIAL PROJECT/SITE CONDITIONS.** By submitting their Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with access routes to the project site and existing site conditions. Proposer agrees to take responsibility for any and all issues relating to access to the project site or arising from unsuitable soils, including but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with project site access or unsuitable soils.

**SECTION 25. INDEMNIFICATION.** The successful Proposer shall fully indemnify and hold harmless the District, its staff, employees, officers, agents and supervisors 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 Contract Documents provided herein.

**SECTION 26. 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.

**SECTION 27. MISCELLANEOUS PROPOSAL REQUIREMENTS.** All Proposals should include the following information in addition to any other requirements of the Project Manual:

- A. Completed Proposal Documents section.
- B. Detailed project construction schedule which shall be used in the Proposal evaluation.
- C. Complete Schedule of Values.
- D. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- E. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- F. 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 a name, address and phone number of a contact person. Highlight previous or currently contracted work with Community Development Districts.
- G. The District is anticipated to make direct tax-exempt purchases of certain construction materials that will be integrated into this Project. Sample tax-exempt documentation that may be required for this Project is included in the Proposal Documents.

**SECTION 28. SUBSTITUTIONS.** The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the District Engineer at least ten (10) working days prior to the date for receipt of Proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The District Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the District Engineer approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall not rely upon approval made in any other manner.

**SECTION 29. ACKNOWLEDGMENTS.** In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following:

- A. All Proposals shall include completed copies of all other forms included within the Project Manual and the Contractor is responsible for examining, completing, and verifying each item contained in its Proposal. Proposer agrees to indemnify, defend and hold harmless the District and District Staff against any cost, damage, or expense which may be incurred in Proposer's preparation of the same.
- B. The documents contained within the Project Manual, including the standard form of agreement, 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 Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the work affected thereby. The Contractor is responsible for carefully reviewing the documents contained in the Project Manual in their entirety and agrees to meet any and all requirements contained therein. The Construction Contract Documents are included herein as examples of forms of agreements typical for this type of project; the District reserves the right to modify the form of Construction Contract Documents if such modification is in the District's best interest.
- C. If awarded the Contract, the Proposer agrees that it will enter into and execute the Construction Contract, as amended to incorporate the specifics of its Proposal, to perform the Work in accordance with the terms and conditions of the Construction Contract and to execute and deliver the Payment and Performance Bonds and other documents required by the Proposal requirements within seven (7) calendar days after the date of the District's Notice of Award. The Contractor will commence construction in accordance with the terms of the contract documents.

- D. Proposer is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction progress, performance, and costs.
- E. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- F. If any are required, Contractor shall secure and pay for all fees associated with, but not limited to, paving and drainage construction permits, right-of-way construction permits, county "clearance sheet" permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, building permit, temporary services and utilities, and other necessary permits or approvals.
- G. The Contractor shall complete the Work herein defined and detailed in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- H. All storm drainage must be maintained to each property adjacent to project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- I. The Contractor is responsible for establishment of all final grades and readiness of all landscape and sod areas. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.
- J. Proposer acknowledges that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. Proposers shall be solely responsible for computing quantities for the preparation of the Proposal and the execution of the work.
- K. As part of the Proposal, the Proposer must include a detailed Schedule of Values. Further, the successful Proposer will be required to submit an itemized schedule of values outlining all work items which will be used for monthly pay requests. The schedule of values and Proposal must balance, both for purposes of the Proposal and for the pay requests. Proposer shall also submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This schedule will be used in Proposal evaluation. The successful Proposer

will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.

- L. All necessary survey work must be provided by the successful Proposer.
- M. The Proposer shall specify subcontractors to be used for work where such work exceeds five percent (5%) of the Contract Price.
- N. The successful Proposer shall obtain and comply with the FDEP NPDES General Permit and maintain weekly records of site conditions and construction activities. The successful Proposer shall adhere 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 Plans establish the minimum requirements allowed. The successful Proposer shall implement additional measures, as required, to ensure compliance with the NPDES requirements. The successful Proposer shall file the required FDEP NOI prior to the commencement of construction activities. The successful Proposer will also be required to terminate NOI, per FDEP procedures, upon successful completion of construction activities.
- O. The successful Proposer shall also obtain and have analyzed dewatering discharge samples before and after the commencement of construction in accordance with FDEP Generic Permit for the Discharge of Produced Groundwater. The successful Proposer shall monitor and keep construction area in compliance with all NPDES, FDEP, WMD, ACOE, and Leon County latest rules and regulations. Any fines levied shall be paid by Contractor.
- P. Proposer is required to perform all testing and retesting, if necessary, and as required by the State of Florida, Leon County, City of Tallahassee, and all other regulatory agencies prior to project acceptance. The entire site is available to any Proposer for surface or subsurface investigation and the Proposer is responsible for studying all reports of explorations and tests at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures.
- Q. The successful Proposer shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.
- R. All Work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of the Work until twenty-four (24) months after acceptance by the District and all applicable regulatory authorities.
- S. Proposer is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work.

- T. All materials and services provided for by the Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, applicable American with Disabilities Act (“ADA”) Accessibility Guidelines, local, state and federal laws. By entering into an Agreement, the Contractor will be required to recognize that the indemnification provided for in the Contract Documents additionally extends to any fines, penalties, enforcement actions and claims made regarding the materials, construction and/or installation failing to comply with the ADA.
- U. Proposer acknowledges that the Project is in the permitting phase and the permit will be provided to the Contractor as soon as it is issued. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, extend or contract the work, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.**

**SECTION 30. PROTESTS.** Any person who wishes to protest any aspect of the Project Manual, including but not limited to the evaluation criteria, Contract Documents, drawings, specifications, Proposal Documents or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest setting forth with particularity the facts and law upon which the protest is based within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Governmental Management Services-Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801. Failure to timely file a notice of protest or failure to timely file a formal written protest within the required periods shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No Proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**SECTION 31. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on the District’s evaluation of the Proposer’s ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the Proposer’s clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, 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 and clearly reserves the right to make such award to other than the lowest priced Proposal. The ranking and evaluation of the Proposals is subject to the individual scorer’s discretion and the

points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

**SECTION 32. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, all of the 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 may be taken into account in the evaluation and scoring of the Proposal.

### **Additional Information to Bidders**

The following information is to clarify, modify, change, or delete from, or add to, the notes and details contained in the plans and permit documents:

- 1) The project is currently in the permitting process. Minor changes required by the permitting agencies are likely, and supplemental information will be provided to Bidders/Contractor as it becomes available for issuance. The Bidders/Contractors are hereby put on notice that the details and scope of the project may change during bidding or after Award. All parties shall work in good faith should negotiations be required.
- 2) The Bidders are hereby put on notice that the District may reduce the overall scope of the project prior to Notice to Proceed due to funding availability or any other reason. Similarly, the overall scope may be increased at the discretion of the District. All parties shall work in good faith should negotiations be required.
- 3) All water and sewer utility work is required to be inspected and approved by the City of Tallahassee. The Contractor is required to communicate, coordinate, and seek approval from the City's designated individual(s) required for final acceptance and approval by the City. All testing, as-builts, closeout forms, etc. shall be provided to the Owner and the City as required to obtain final acceptance by the City. The Contractor shall not be eligible for any additional cost or fee related to this required effort.
- 4) All roadway and drainage work is required to be inspected and approved by the City of Tallahassee. The Contractor is required to communicate, coordinate, and seek approval from the City's designated individual(s) required for final acceptance and approval by the City. All testing, as-builts, closeout forms, etc. shall be provided to the Owner and City as required to obtain final acceptance by the City. The Contractor shall not be eligible for any additional cost or fee related to this required effort.
- 5) All pipe joints shall be wrapped per FDOT specifications.

**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**EVALUATION CRITERIA**

**CONSTRUCTION SERVICES FOR AMENITY CENTER SITE WORK**  
**TALLAHASSEE, FLORIDA**

**PERSONNEL** **(20 POINTS)**

---

E.g., geographic location of firm’s headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

**EXPERIENCE AND AVAILABLE EQUIPMENT** **(25 POINTS)**

---

E.g., past record and experience of the respondent in self-performing similar projects; past performance for this District and other community development district’s in other contracts; character, integrity, reputation of respondent, etc. and equipment type; age and condition; quantity of equipment available; and number of trained operators

**UNDERSTANDING SCOPE OF WORK** **(20 POINTS)**

---

Demonstration of the Proposer's understanding of the project requirements.

**SCHEDULE** **(15 POINTS)**

---

Points available for schedule will be allocated as follows:

**10 Points** will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

**5 Points** are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

**PRICE** **(20 POINTS)**

---

Points available for price will be allocated as follows:

**10 Points** will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low bid.

**10 Points** are allocated for the reasonableness of unit prices and balance of bid.

---

**TOTAL POINTS** **(100 POINTS)**

## SECTION VIII

# SECTION B

# SECTION 1

**FORM OF REQUISITION  
CANOPY COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2018A-1/2**

The undersigned, a Responsible Officer of Canopy Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2018, as supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2018, (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 1

(B) Name of Payee: Sandco, LLC

**Mailing Address**

Sandco, LLC  
4708 Capital Circle NW  
Tallahassee, FL 32303

(C) Amount Payable: \$41,000

(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):

(E) Fund or Account from which disbursement to be made: Series 2018A-1/2 Construction and Acquisition Account

The undersigned hereby certifies that:

1.  obligations in the stated amount set forth above have been incurred by the Issuer,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2018A-1/2 Project;

4. each disbursement represents a Cost of the Series 2018A-1/2 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer 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 Issuer is at the date of such certificate entitled to retain.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested.

**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

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

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018A-1/2 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2018A-1/2 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer related to the Series 2018A-1/2 Project, as such report shall have been amended or modified on the date hereof.

\_\_\_\_\_  
Consulting Engineer

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) PAGE 1 OF 2 PAGES

OWNER: Ox Bottom Mortgage Holdings, LLC

APPLICATION NO. 1  
 PERIOD TO: 11/30/2018  
 PROJECT NOS. 18-07

FROM CONTRACTOR: Sandco, LLC  
 4708 Capital Circle NW  
 Tallahassee, FL 32303

PROJECT: Canopy Unit 3  
 CONTRACT DATE: 12/7/2017

CONTRACT FOR: Site work

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA document G703, is attached.

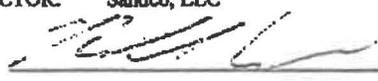
1. ORIGINAL CONTRACT SUM .....	\$1,146,796.00
2. Net Change by CO's .....	\$
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	<u>\$1,146,796.00</u>
4. Total Completed & Stored To Date..... (Column G on G703)	<u>\$41,000.00</u>
5. RETAINAGE:	
a. 0% of Subcontracted Work .....	\$0.00
(Columns D + E on G703)	
b. 0 % of Stored Material .....	
(Column F on G703)	
Total Retainage (Line 5a + 5b or .....	\$0.00
Total in Column I of G703) .....	
6. TOTAL EARNED LESS RETAINAGE .....	<u>\$41,000.00</u>
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	<u>\$0.00</u>
(Line 3 from prior Certificate) .....	
8. CURRENT PAYMENT DUE .....	41,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	<u>\$1,105,796.00</u>
(Line 3 less Line 6)	

## CHANGE ORDER SUMMARY ADDITIONS

Total changes approved in previous months by Owner	\$0.00
Total approved this Month	\$0.00
TOTALS	
NET CHANGES by Change Or	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sandco, LLC

By: 

Date: 11/29/18

State of: Florida

County of: Leon

Subscribed and sworn to before me this 29<sup>th</sup> day of NOVEMBER, 2018

Notary Public   
 My Commission expires: 11/1/2020



## OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$41,000.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER:

By: 

Date: 12/17/18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# SECTION C

# SECTION 1

# Canopy

Community Development District

FY19 Funding Request #4

January 29, 2019

Payee	Capital Project FY2019
1 <b>Hopping Green &amp; Sams</b> Inv# 104927 - Legal Services - December 2018 Inv# 104929 - Project Construction - December 2018	\$ 10,653.50 \$ 1,380.50
	\$ 12,034.00
	<b>Total:</b> \$ 12,034.00

Please make check payable to:

Canopy Community Development District  
9145 Narcoossee Road, Suite A 206  
Orlando, FL 32827

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

RECEIVED  
JAN 19 2019

BY: \_\_\_\_\_

===== STATEMENT =====

January 16, 2019

Canopy CDD  
c/o Governmental Management Services, LLC  
9145 Narcoossee Rd., Ste. A206  
Orlando, FL 32827

Bill Number 104927  
Billed through 12/31/2018

**General Counsel**  
**CANCDD 00001 JLK**

**FOR PROFESSIONAL SERVICES RENDERED**

11/01/18	LMF	Review bond pre-closing documents; confer with Hembree regarding same.	1.20 hrs
12/03/18	JLK	Multiple conference calls with Blueprint attorney and city attorney regarding interlocal agreement provisions; draft WMBE language; confer with landowner on same; confer with engineer regarding RFP package, interlocal agreement exhibits and related information; update assessment resolution for alternate collection schedule.	2.30 hrs
12/04/18	JLK	Review agenda package and prepare for the board meeting; confer with staff regarding interlocal updates; review interlocal agreement and confer with Blueprint on negotiation of the same; update units 4/5 package and draft language for addendum related to same.	3.80 hrs
12/05/18	LMG	Conference with Kilinski regarding procurement research.	0.70 hrs
12/05/18	JLK	Continue extensive work and negotiation on interlocal agreement and related items.	5.30 hrs
12/06/18	JLK	Continue Interlocal negotiations and multiple calls, rewrites and updates on same.	4.70 hrs
12/07/18	LMG	Conduct research regarding procurement; Prepare memorandum regarding same.	2.80 hrs
12/07/18	JLK	Multiple calls, reviews and rewrites of interlocal agreement.	3.30 hrs
12/10/18	JLK	Continue work on interlocal agreement, include conference call with landowner and Blueprint attorney; confer regarding various construction statuses and permit status related to same.	1.50 hrs
12/11/18	JLK	Conference call on interlocal; transmit supplemental information to Blueprint and city on rules of procedure; conference call with GPI on bidding and units 4/5 and Welaunee Blvd; call on tax exempt forms for construction services and goods.	2.30 hrs
12/12/18	LMG	Review and revise memorandum on procurement; Send email regarding same.	0.20 hrs
12/12/18	LMF	Prepare disclosure of public finance.	1.80 hrs

12/12/18	JLK	Continue review and editing of interlocal; confer with IA on same; prepare for board meeting on same.	1.30 hrs
12/13/18	LMG	Conference with Kilinski regarding procurement; Research and prepare memorandum regarding same.	2.70 hrs
12/13/18	JLK	Prepare for and attend Blueprint IA meeting on consideration of interlocal agreement; post meeting wrap up and conference call; transmit proposed changes to Interlocal agreement; confer regarding research regarding funding options.	3.80 hrs
12/14/18	LMG	Review and review memorandum on procurement; send email regarding same.	3.40 hrs
12/19/18	JLK	Confer with DM and engineer on project requisitions and options related to same; review contract terms; confer with city regarding comments to interlocal agreement.	1.20 hrs
Total fees for this matter			\$10,653.50

**MATTER SUMMARY**

Kilinski, Jennifer L.	29.50 hrs	265 /hr	\$7,817.50
Fiore, Lydia M. - Paralegal	3.00 hrs	145 /hr	\$435.00
Gentry, Lauren M.	9.80 hrs	245 /hr	\$2,401.00
TOTAL FEES			\$10,653.50
<b>TOTAL CHARGES FOR THIS MATTER</b>			<b>\$10,653.50</b>

**BILLING SUMMARY**

Kilinski, Jennifer L.	29.50 hrs	265 /hr	\$7,817.50
Fiore, Lydia M. - Paralegal	3.00 hrs	145 /hr	\$435.00
Gentry, Lauren M.	9.80 hrs	245 /hr	\$2,401.00
TOTAL FEES			\$10,653.50
<b>TOTAL CHARGES FOR THIS BILL</b>			<b>\$10,653.50</b>

**Please include the bill number on your check.**

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

RECEIVED  
JAN 19 2019

BY: \_\_\_\_\_

===== STATEMENT =====

January 16, 2019

Canopy CDD  
c/o Governmental Management Services, LLC  
9145 Narcoossee Rd., Ste. A206  
Orlando, FL 32827

Bill Number 104929  
Billed through 12/31/2018

**Project Construction**

**CANCDD 00103 JLK**

**FOR PROFESSIONAL SERVICES RENDERED**

12/12/18	JLK	Confer with McHugh regarding direct purchase forms; draft and transmit forms and addendum language for RFP.	0.80 hrs
12/14/18	LMF	Review interlocal agreement and prepare chart for same regarding responsibility of each party involved.	1.10 hrs
12/17/18	JLK	Review correspondence regarding reimbursements and RFP documents and confer with staff on same; confer with engineer regarding timeline related to same.	0.80 hrs
12/17/18	LMF	Review interlocal agreement and prepare chart for same regarding responsibility of each party involved.	1.20 hrs
12/19/18	LMF	Prepare assignment of contract documents.	1.90 hrs
12/20/18	LMF	Continue to prepare assignment of contract documents.	1.30 hrs
12/28/18	JLK	Confer with city on status of review of interlocal changes; confer regarding units 4/5 awards.	0.60 hrs
Total fees for this matter			\$1,380.50

**MATTER SUMMARY**

Kilinski, Jennifer L.	2.20 hrs	265 /hr	\$583.00
Flore, Lydia M. - Paralegal	5.50 hrs	145 /hr	\$797.50
TOTAL FEES			\$1,380.50
<b>TOTAL CHARGES FOR THIS MATTER</b>			<b>\$1,380.50</b>

**BILLING SUMMARY**

Kilinski, Jennifer L.	2.20 hrs	265 /hr	\$583.00
Flore, Lydia M. - Paralegal	5.50 hrs	145 /hr	\$797.50

=====

TOTAL FEES

\$1,380.50

**TOTAL CHARGES FOR THIS BILL**

-----  
**\$1,380.50**

**Please include the bill number on your check.**