

*Canopy Community
Development District*

Agenda

May 7, 2019

AGENDA

Canopy

Community Development District

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

April 30, 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, May 7, 2019 at 11:00 AM at the Dorothy B. Owen Park, 3205 Thomasville Road, Tallahassee, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the April 2, 2019 Meeting
4. Consideration of RFP's for Units 4/5 Infrastructure and Consideration of Resolution 2019-08 Award of Units 4/5 Infrastructure Contract
5. Consideration of Professional Design Services Proposal with Conn & Associates
6. Ratification of Demand Note Agreement for Unit 3 Assignment of Contract
7. Ratification of Settlement Agreement with RS&H
8. Consideration of Acquisition of Improvements
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Update: Dove Pond Construction
 - ii. Consideration of Task Authorization Number 2
 - C. District Manager's Report
 - i. Approval of Check Register Summary
 - ii. Balance Sheet and Income Statement
 - iii. Consideration of Capital Funding Request #
 - iv. Presentation of Number of Registered Voters - 102
10. Other Business
11. Supervisors Requests
12. 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.

The third order of business is the approval of the minutes of the April 2, 2019 meeting. A copy of the minutes are enclosed for your review.

¹ Comments will be limited to three (3) minutes

The fourth order of business is the consideration of RFP's for units 4/5 infrastructure and consideration of resolution 2019-08 award of units 4/5 infrastructure contract. Supporting documentation is enclosed for your review.

The fifth order of business is the consideration of resolution 2019-09 authorizing RFP for amenity center construction. A copy of the resolution is enclosed for your review.

The sixth order of business is the ratification of demand note agreement for unit 3 assignment of contract. Supporting documentation is enclosed for your review.

The seventh order of business is the ratification of settlement agreement with RS&H. A copy of the agreement is enclosed for your review.

The eighth order of business is the consideration of acquisition of improvements. Supporting documentation is enclosed for your review.

The ninth order of business is Staff Reports. Section B is the Engineer's Report. Sub-Section 1 is the update regarding the Dove Pond construction. Sub-Section 2 is the consideration of Task Authorization Number 2. Supporting documentation is enclosed for your review. Section C is the District Manager's Report. Sub-Section 1 is the approval of check register summary. A copy of the check register is enclosed for your review. Sub-Section 2 is the balance sheet and income statement for your review. Sub-section 3 is the consideration of Capital Funding Request #7. Supporting documentation is enclosed for your review. Sub-Section 4 is the presentation of number of registered voters. 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

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, April 2, 2019 at 11:00 a.m. at Dorothy B. Oven Park, 3205 Thomasville Road, Tallahassee, Florida.

Present and constituting a quorum were:

Tom Asbury	Chairman
John "Al" Russell	Assistant Secretary
Colleen Castille	Assistant Secretary

Also present were:

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

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mossing called the meeting to order at 11:00 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 March 5, 2019
Board of Supervisors Meeting and Acceptance
of the March 5, 2019 Audit Committee
Meeting**

On MOTION by Mr. Asbury seconded by Mr. Russell with all in favor the minutes of the March 5, 2019 Board meeting were approved as presented and the March 5, 2019 Audit Committee meeting minutes were accepted.
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FOURTH ORDER OF BUSINESS**Consideration of RFQ Responses for Architectural Services**

Mr. Mossing stated the District advertised for architectural services and received two responses from EDSA, Inc. and Conn & Associates, Inc. This is strictly qualifications and the Board needs to rank those firms no. 1 and 2. Staff has reviewed the submittals and both firms are legally qualified to provide those services.

The Board discussed each of the selection criteria and came to a consensus ranking as follows: Ability, Conn 25 points and EDSA 20 points, past performance Conn 25 points and EDSA 20 points, geographic location 20 points for Conn and 10 points for EDSA, minority business both 5 points, willingness to meet time and budget requirements both received 15 points, recent, current and projected workloads both 5 points, volume of work previously awarded to consultant by District both received 0 for a total of 95 points for Conn & Associates and 75 points for EDSA.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor Conn & Associates was ranked no. 1 and EDSA, Inc. ranked no. 2 and staff was authorized to enter into negotiations with the number one ranked firm to obtain an agreement for services.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2019-08 Award of Units 4/5 Infrastructure Contract**

This item was tabled.

SIXTH ORDER OF BUSINESS**Ratification of Interlocal Agreement**

Ms. Gentry stated this is the agreement between the City of Tallahassee, Blueprint and Canopy for construction of certain sections of Welaunee Boulevard that have not yet been constructed. Under this agreement the city reimburses the District for construction of those portions of the road and then Blueprint later reimburses the city. This has already been executed so this is just ratification. It does have certain requirements that have to be met for timing and the bidding requirements that have to be met when you construct the project and I wanted to point those out and remind everybody that it is important to follow those.

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor the interlocal agreement was ratified.

SEVENTH ORDER OF BUSINESS**Consideration of Assignment of Canopy Unit
1 Phase 6 Contract**

Ms. Gentry stated these are draft documents to assign the Unit 1 Phase 6 construction contract to the District so that going forward payments would be made directly from the District. It contains a certification of the engineer, developer's affidavit, the contractor's acknowledgement and acceptance of the assignment and a contract addendum that adds all the CDD specific provisions that we would need going forward. There are a few gaps where pieces of information need to be filled in and we are working on getting all of those.

Mr. Asbury stated basically we are saying the contract that Ox Bottom Mortgage had is now going to the CDD.

Ms. Gentry stated right, the CDD will take the place of Ox Bottom Mortgage.

Mr. Russell asked what is the timeline?

Ms. Gentry stated we are working on that to take place as soon as possible.

Ms. Kilinski stated you may recall that we assigned Unit 3, it was entered into as part of that original Phase 1 project, which is before the District was even established or had any funds. There is still a fairly significant portion to complete and now there are bond proceeds for this project. We thought at first it was going to be an acquisition instead of an assignment, but it has been moving slow enough that we can assign it. It will also be subject to bond requirements or a demand note, similar to what we did for Unit 3.

Ms. Castille asked is there a distinction between the processes of assignment and acquisition?

Ms. Kilinski stated there is a different paperwork package. It is completed improvements already in the ground, it is a Bill of Sale, a Warranty Deed, Engineer's Certificate to ensure that what has been constructed has met the plans.

Ms. Castille stated you are actually buying an asset versus assigning the contract. Ms. Gentry stated with an acquisition it has already been constructed under that contract between the contractor and someone else and you are just buying the improvements that have been constructed and here you are assigning the contract so that you have the contract and you already own what is constructed from that point on.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor assignment of the Canopy Unit 1 Phase 6 contract to the District was approved in substantial form.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

i. Ratification of Capital Funding Request No. 10 Dove Pond Regional Stormwater Construction Project

Mr. Prado stated this is ratification of capital funding request no. 10 for pay app #13 with Dove Pond. We confirmed with the CEI firm that this is satisfactory, and we recommend ratification.

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor capital funding request no. 10 in the amount of \$85,457.75 was ratified.

ii. Ratification of Capital Funding Request No. 11 Dove Pond Regional Stormwater Construction Project

Mr. Prado stated this item is a request for payment of a change order that the Board has not approved. The change order itself is item 4 for consideration and this item is tied to that.

iii. Consideration of RSH Change Order no. 2

Mr. Asbury stated we have already authorized negotiation of this change order.

iv. Consideration of Sandco Change Order no. 3

Ms. Kilinski stated you may recall at the last meeting we talked about RS&H's billing, which is related to the change order from Sandco's request at least as it relates to the amount of days. This handout has Sandco, the amount and it has calendar days and it has RS&H, amount and calendar days. After speaking with GPI and Tom and seeing RS&H's certification I don't think we have any dispute as it relates to the amount of the change order for Sandco. That has all been verified, but what we are in dispute about is the number of calendar days. RS&H's category

particularly in the RS&H days the difference between rain days and recovery days requested by RS&H and by Sandco are significantly different. We have a couple other pieces here such as DEP mitigation areas, but our contract requires that Sandco in order to claim any rain days or recovery days is required to submit documentation for such claims within 10 days of the event. The idea is then GPI as project manager and RS&H as CEI can verify in the field whether there was actually a rain day or not and not have to try to go back 18 months. We have not received that documentation for that request. Furthermore, the number of calendar days requested and what RS&H is reporting are recovery days or non-pursuit days are significantly higher than what Sandco is contesting. We are now six to eight months over what our last contract extension was for the Sandco contract. What we are really asking for is authority for District staff to send a letter to Sandco that would authorize payment of the amounts, dispute the number of days and retain our right to enforce liquidated damages. That contract has a liquidated damages provision that says if you don't meet substantial and final completion dates the District reserves the right to enforce \$500 per day for the first two weeks, \$1,000 per day thereafter until you complete the project. I want to retain the rights to do that, it doesn't mean that we are going to necessarily enforce it, but we are still in strong negotiations with RS&H who is asking for a \$352,000 change order that they argue they were having to work because Sandco hasn't been prosecuting the work. I want to be able to put us in a position to go to both of those parties and not have the District be out the funds when clearly there has been inability to finalize the work on both their parts. The CEI is required to push the schedule, make sure the contractor is showing up for work, that is part of their contract and that has not been happening.

That is the Sandco change order. I don't have a problem from everything I have heard getting them paid and we can authorize the change order as relates to the cost, but I would not like to authorize a change order as it relates to the days and I have already drafted a letter that has a lot of this in it and was waiting to send it until we had this discussion at the Board level. I don't want to threaten any contractors without the Board saying yes, we want to retain our rights. We can come back to you with liquidated damages enforcement, but we also are trying to incentivize them to get a project finished because we had information from RS&H yesterday that said they are still 45 – 60 days away from completion.

Ms. Castille asked RS&H is sort of like a supervisor?

Ms. Kilinski stated yes, on the RS&H piece their contract expired June 3, 2018. We have not had a change order for them since then. At the last meeting we talked about sending a letter that articulated our position and you gave us settlement authority up to \$100,000 to finalize the disagreement about how much they are owed. We have had a couple meetings, we are supposed to have one again with their Senior Vice President this afternoon, who I believe has the authority on their behalf to talk about the difference in our offer of \$75,000 and their continuing to give us change orders for \$352,000. A lot of that dispute is the staffing levels associated with their contracts when they should have been out there, when they shouldn't have been out there, the documentation that has been provided since then demonstrates claims for days when there were hurricanes, Christmas Day, Fourth of July, those kinds of things. I think when we start reducing the days if you take out the rain days they are claiming and the DEP mitigation areas they are claiming, you are left with 18 days. There was never a project scope for DEP mitigation, they are not required to certify DEP mitigation, there was no reason for them to watch the DEP mitigation we have other folks who are doing that for us. We never authorized them to do that. 18 days even if you figured full staffing levels would be significantly less than \$75,000 so we still think that is a reasonable discussion to have. That is why those two things are related. We don't want to authorize an extension of days under Sandco and put us in a position of not arguing an extension under RS&H. We still have not been able to resolve that issue.

Ms. Castille asked do you want to delay this?

Ms. Kilinski stated I think we can authorize payment of the \$307,000 change order, authorize staff to send a letter to Sandco retaining our rights to liquidated damages and we will have to delay the RS&H change order or keep it the same, we still would have settlement authority up to \$100,000, I don't think that changes anything on that but I wanted to give you an update as to where we were.

Ms. Castille moved to approve change order no. 3 with Sandco in the amount of \$307,276.40 as it relates to the cost only and to retain the right to dispute the rain days and staff was authorized to send a letter to Sandco retaining the District's rights to liquidated damages and Mr. Asbury seconded the motion.

Mr. Russell asked how connected are we to RS&H?

Ms. Kilinski stated we sent them a stand down letter a couple weeks ago when they sent us another change order saying we are still going to provide top of the line full staffing levels and we said we have been very clear that we do not need full staffing. Abe and I discussed what was left to be done and a lot of it is sod and you don't need to watch grass go into the ground. There may be some spillway repairs that have yet to be done when they actually have the grout and materials to do that, that may be something they show up for, but we are talking about a handful of days in the scheme of what is left to do. We asked them to wait until you get a punch list from Sandco and Sandco indicates to you that they are performing the spillways punch list and go out for that and nothing else.

Mr. Russell asked then we are through, right?

Ms. Kilinski stated yes.

Mr. Asbury stated they have to certify. Moore Bass is doing the MP on the pond and the ERP and they have to certify that the pond was built to the standards. I'm not sure why RS&H is there, but they have been out there looking at it so, we probably want them to say they have seen the dam and it is built according to the plans.

Mr. Prado stated Blueprint probably requires a certification by the CEI that the work has been completed in accordance with the plans. I think Moore Bass' certification will be based on review of the as-builts.

Ms. Castille stated we specifically hired RS&H in part because they have that experience working with dams.

Ms. Kilinski stated in part. We were required for funding with Blueprint to hire an independent CEI firm unrelated to the design firm unrelated to the District Engineer to provide CEI services for construction of the dam. It did not require anything related to DEP mitigation or anything else it was related strictly to Dove Pond.

Mr. Asbury stated we were actually in favor of that.

Mr. Russell stated we just need to stick with them until we get the certification and be done with them.

Ms. Kilinski stated yes. We indicated to them that if they had come to us in June and said we are going to fully staff and charge you \$400,000 to get the punch list items we would have said if that is what you require to continue with the contract, we are going in a different direction.

On voice vote with all in favor the motion passed.

v. Consideration of Sandco Units 3 Contract Change Order no. 1

Mr. Prado stated change order no. 1 to the Sandco Unit 3 contract removes the costs associated with the lot grading and we recommend approval subject to verification they have all the necessary paperwork for the assignment of the contract to the CDD.

On MOTION by Mr. Asbury seconded by Ms. Castille with all in favor change order no. 1 for unit 3 with Sandco removing the costs associated with lot grading was approved subject to verification of all the necessary paperwork for the assignment of the contract to the CDD.

vi. Consideration of Matters Related to Unit 3 Construction Contract

Mr. Mossing stated this was a placeholder in case there were anything else we needed to discuss.

vii. Ratification of Capital Funding Request No. 11 Dove Pond Regional Stormwater Construction Project

Mr. Mossing stated now that the change order has been approved, we need to approve Funding Request no. 11.

On MOTION by Ms. Castille seconded by Mr. Asbury with all in favor capital Funding Request no. 11 in the amount of \$291,912.58 was ratified.

Ms. Kilinski stated just so we are clear, request no. 11 took in the amount but not the days. On the change order when we had the days changed, we need to make sure we don't approve those days.

Mr. Mossing stated okay.

Mr. Prado stated there was no proposed change order in the package so we will prepare a change order that matches the funding amount requested.

C. Manager

i. Approval of Check Register Summary

On MOTION by Mr. Russell seconded by Mr. Asbury with all in favor the check run summary was approved.

ii. Balance Sheet and Income Statement

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

iii. Consideration of Capital Funding Request no. 6

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor Capital Funding Request no. 6 in the amount of \$15,875.91 was approved.

iv. Update on Auditor Selection Process

Mr. Mossing stated at the last meeting the Board selected Carr Riggs as your audit firm subject to negotiating a lower fee for their services, which we did. We were able to lower their fee by almost \$1,800. Their five-year fee under their proposal was \$25,750 and they lowered it to \$24,000 for the five-year period. They are the second lowest bidder now with the negotiation.

In your May meeting we will start the budget process and I will be meeting with the Chair to discuss any maintenance contracts that may be turned over to the District.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors Requests

There being none, the next item followed.

On MOTION by Ms. Castille seconded by Mr. Russell with all in favor the meeting was continued to April 30, 2019 at 11:00 a.m. in the same location.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2019-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
CANOPY COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE AWARD OF A CONSTRUCTION
CONTRACT; PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Canopy Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities within and without its boundaries; and

WHEREAS, the District has solicited bids from contractors interested in providing construction services related to the District's Units 4 and 5 infrastructure project (the "Project"); and

WHEREAS, the District's Board of Supervisors (the "Board") has received and evaluated bids from two (2) contractors interested in providing construction services relative to the Project; and

WHEREAS, the Board, after considering bids from both contractors, has awarded _____ points to _____ and _____ points to _____, and determined both have submitted a responsive bid relative to the Project; and

WHEREAS, the Board has determined that it is in the best interests of the District and its residents and landowners to award the contract for construction services for the Project to _____.

**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 within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby determines that the bid submitted by _____ for the Project, is the bid which best serves the interests of the District and accordingly the District's Board desires to award the contract for the construction services for the Project to such contractor.

SECTION 3. The Chairman and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of a contract with the selected proposer.

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 7th day of May, 2019.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

SECTION V

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES
BETWEEN CANOPY COMMUNITY DEVELOPMENT DISTRICT
AND CONN & ASSOCIATES, INC.**

This Professional Architectural Services Agreement (“Agreement”) is made and entered into this ____ day of April, 2019, by and between:

Canopy Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Leon County, Florida, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 135 W. Central Boulevard, Orlando, Florida 32801 (the “District”); and

Conn & Associates, Inc., a Florida corporation, with a mailing address of 1960-C Buford Boulevard, Tallahassee, Florida 32308 (the “Design Professional”, together with District, the “Parties”).

RECITALS

WHEREAS, the District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, solicited qualification statements from companies interested in providing architectural, design and planning services (the “Architect and Design Services”), in accordance with sections 190.033 and 287.055, *Florida Statutes*; and

WHEREAS, the Design Professional submitted a qualification statement to provide Architect and Design Services to the District; and

WHEREAS, the District’s Board of Supervisors (the “Board”), ranked the Design Professional as its first choice to meet its architectural and design needs and authorized negotiation of a contract pursuant to section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Design Professional to perform Architect and Design Services and such other work as defined in separate work authorizations; and

WHEREAS, the Design Professional shall serve as the District’s professional representative in the design, preparation of plans, estimation of construction costs, and installation oversight of the construction of hardscape, landscape and amenity improvements, and related infrastructure, and will give consultation and advice to the District during the performance of these services, as authorized in each case where services are sought.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1. SCOPE OF SERVICES

- A) The Design Professional will provide Architect and Design Services to the District relating to design, preparation of plans, estimation of construction costs, and installation oversight of the construction of recreation, hardscape, landscape and amenity improvements, monumentation and related infrastructure. The Design Professional's general services for the District include:
1. Preparation of any necessary plans, reports, permits, designs and applications.
 2. Attendance at meetings of the District's Board, as requested.
 3. Meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
 4. Performance of any other related professional services as requested by the Board.
- B) The Design Professional shall, when authorized by the Board, prepare or cause to be prepared plans, designs, construction documents and specifications for the construction of amenity club improvements, recreation, hardscape, landscape, monumentation, and other related improvements as directed by the Board. This may also include providing assistance in drafting forms, proposals and contracts; issuance of certificates of construction and payment; assisting in and/or supervising the bidding processes; and any other related activity required by the Board.
- C) The Design Professional shall, when authorized by the Board, provide general services during the construction phase including, but not limited to:
1. Periodic visits to the site, or full-time construction management services, as directed by the District.
 2. Processing of the Design Professional's pay estimates.
 3. Final inspection and requested certificates for construction including the final certification of completion.
 4. Consultation and advice during construction, including performing all roles and actions required by any construction contract between the District and any Design Professional in which the Design Professional is named as owner's representative or Architect.
 5. Any other activity required by the Board.

ARTICLE 2. METHOD OF AUTHORIZATION

Each service or task shall be authorized in writing by the District. Written authorization for any work shall be incorporated in a Work Authorization set forth in **Exhibit A**, attached hereto and incorporated herein by reference, which shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract, if any, shall be at the sole option of the District.

ARTICLE 3. COMPENSATION

It is understood and agreed that the compensation to the Design Professional for services shall be in accordance with this contract. At the District's sole discretion, either of the following methods shall be utilized:

- A) Hourly Personnel Rates. For services or projects where the scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, Design Professional shall be compensated in accordance with the hourly rates set forth in **Exhibit B**, attached hereto and incorporated herein by reference. To the extent there is any conflict between the terms of this Agreement and **Exhibit B**, the terms of this Agreement shall control. The work to be performed under the hourly rate schedule shall be stipulated in a Work Authorization which defines the scope of services authorized. Hourly rate schedules may be adjusted as agreed to by the parties every twelve (12) months from the date of execution of this Agreement.
- B) Lump-Sum Amount or Cost-Plus-a-Fixed-Fee Amount. The District and Design Professional may mutually agree to a lump-sum amount or cost-plus-a-fixed-fee amount for services to be rendered payable in proportion to the work accomplished. Such a lump-sum or cost-plus-a-fixed-fee agreement shall be set forth in a separate written agreement or Work Authorization approved by the Board. A lump-sum or cost-plus-a-fixed-fee agreement may contain provisions which are different than the provisions contained herein and may be written to encompass the entire agreement of the Parties for the particular scope of services defined in the lump-sum agreement.
- C) Truth in Negotiation Certificate. For any lump-sum or cost-plus-a-fixed-fee architectural contract entered into between the District and the Design Professional, over the threshold amount contained in section 287.017, *Florida Statutes*, for Category Four, as amended, Design Professional shall provide the District with a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

ARTICLE 4. PAYMENTS

The District shall provide payment within forty-five (45) days of receipt of invoices or as may be required by Florida's Prompt Payment Act. Each invoice will be accompanied by a description of the activities completed during the representative period.

ARTICLE 5. REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by Design Professional, its employees, or its previously-approved consultants in the interest of the project for the incidental expenses listed as follows:

- A) Expenses of transportation and living when traveling in connection with the project, for long distance calls and facsimiles, and fees paid for efforts to secure approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and the District's travel policy.
- B) Expenses incurred in the reproduction, postage, expedited delivery fees, and handling of drawings and specifications except those used for in-house purposes.

ARTICLE 6. SPECIAL CONSULTANTS

Should a need arise for the Design Professional to retain special consultants, the terms and conditions of such retention, including but not limited to compensation and reimbursement issues, shall be negotiated by the Design Professional and the District, and then reduced to a writing signed by the Design Professional and the District's authorized representative.

ARTICLE 7. ACCOUNTING RECORDS

Records of the Design Professional pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, the Design Professional acknowledges that the provisions of Articles 12 and 16 of this agreement may apply to these records.

ARTICLE 8. REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Design Professional pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by any person other than the District. All documents including drawings and specifications furnished by the Design Professional to the District are subject to reuse by the District in accordance with section 287.055(10), *Florida Statutes*, subject to a mutually agreeable fee for reuse of such documents. The Design Professional reserves the right to reuse the individual components and architectural details contained in the drawings and specifications furnished to the District that are standard to the industry.

ARTICLE 9. ESTIMATE OF COST

The budget for each project shall be determined in the schematic design phase and documented in the appropriate Work Authorization as described in Article 2. In the event the construction bid is higher than the budgeted amount, the Design Professional will review value engineering proposals, without additional cost to the District, until the cost is at or below the budgeted amount. If, after schematic design phase, the District requests changes to design that will affect the budgeted amount, the Design Professional will provide documentation to the District of the adjusted budget amount prior to the commencement of such work. Revisions to the construction documents, if required, will be provided by the Design Professional on a time and material basis.

Since neither the Design Professional nor the District has control over the cost of labor, materials or equipment or over the Design Professional's methods of determining prices, or over competitive bidding or market conditions, the Design Professional's opinions of probable cost provided as a service hereunder are to be made on the basis of the Design Professional's experience and qualifications and represent the Design Professional's best judgment as a design professional familiar with the construction industry.

ARTICLE 10. INSURANCE

The Design Professional shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

<u>Workers Compensation</u>	<u>Statutory</u>
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$1,000,000
Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
<i>Bodily Injury</i>	
<i>Property Damage</i>	
Professional Liability for Errors and Omissions	\$1,000,000/\$2,000,000

The District, its officers, supervisors, agents, staff, employees, and representatives shall be listed as additional insured parties. Design Professional shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Design Professional fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance

in which event, Design Professional shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 11. CONTINGENT FEE PROHIBITED

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

ARTICLE 12. AUDIT

The Design Professional agrees that the District or any of its duly authorized representatives shall, until the expiration of five (5) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the Design Professional involving transactions related to the Agreement. The Design Professional agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or as required by applicable Florida record retention laws, whichever occurs later.

ARTICLE 13. INDEMNIFICATION

A) Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B) Design Professional, its employees, agents, designees and subcontractors shall defend, hold harmless and indemnify the District and District's directors, officers, staff, employees, and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and costs, to the extent caused by the acts or omissions of Design Professional, and other persons employed or utilized by Design Professional in the performance of this Agreement or the work or services performed hereunder up to the amount of Three Million Dollars (\$3,000,000). By executing this Agreement, Design Professional agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

ARTICLE 14. LIMITATION OF DISTRICT'S LIABILITY

The Design Professional and District agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to section 768.28, *Florida Statutes*, or any other statute or law.

ARTICLE 15. NO THIRD PARTY BENEFITS

Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 16. PUBLIC RECORDS

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

IF THE DESIGN PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, OR 135 W. CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801.

ARTICLE 17. EMPLOYMENT VERIFICATION

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

ARTICLE 18. CONTROLLING LAW

The Design Professional and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be Leon County, Florida.

ARTICLE 19. ASSIGNMENT

Neither the District nor the Design Professional shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other.

ARTICLE 20. AMENDMENT

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

ARTICLE 21. TERMINATION OF AGREEMENT

The District agrees that the Design Professional may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Design Professional agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Design Professional. The District shall provide thirty (30) days written notice of termination without cause.

At such time as the Design Professional receives notification of the intent of the District to terminate the Agreement, the Design Professional shall not perform any further services unless directed to do so by the Board. Upon any termination of this Agreement, and as the Design Professional's sole and exclusive remedy for any termination hereunder, the Design Professional shall be entitled to payment for all services actually rendered to the date of termination and all reimbursable expenses incurred to the date of termination, subject to whatever claims or off sets the District may have against the Design Professional.

ARTICLE 22. RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

ARTICLE 23. ACCEPTANCE

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Design Professional in the spaces provided below. This Agreement may be signed in any number of counterparts, and electronic signatures may be used to sign this Agreement.

ARTICLE 22. AUTHORIZATION

The parties represent that the execution of this Agreement has been duly authorized by the appropriate body or official of the District and Design Professional, both the District and Design Professional have complied with all the requirements of law, and both the District and Design Professional have full power and authority to comply with the terms and provisions of this instrument.

ARTICLE 23. SEVERABILITY

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

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Chairperson, Board of Supervisors

CONN & ASSOCIATES, INC.

Witness

By:

Its:

Exhibit A: Form of Work Authorization

Exhibit B: Schedule of Rates

Exhibit A

WORK AUTHORIZATION #__
_____, 2019

Canopy Community Development District
c/o Governmental Management Services – Central Florida, LLC
135 W. Central Boulevard, Suite 320
Orlando, Florida 32801

Subject: Work Authorization Number __, Canopy Community Development District

Dear Chairperson, Board of Supervisors:

Conn & Associates, Inc. ("Design Professional") is pleased to submit this work authorization to provide professional services for the Canopy Community Development District. We will provide these services pursuant to our current agreement dated _____, 2019 ("Agreement") as follows:

I. Scope of Work

Canopy Community Development District ("District") hereby engages the services of Design Professional to perform the work described in Attachment A, attached hereto.

II. Fees

The District will compensate Design Professional in accordance with the terms of the Agreement and Attachment A.

This proposal, together with the Agreement, represents the entire understanding between the District and Design Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Conn & Associates, Inc. We look forward to helping you create a quality project.

Sincerely,

Authorized Representative of
Conn & Associates, Inc.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Canopy Community Development District
Date: _____

EXHIBIT B
Schedule of Rates



Revised January 22, 2019 and April 11, 2019

Jason Ghazvini
Premier Construction & Development, Inc.
4708 Capital Circle NW
Tallahassee, FL 32303

PROFESSIONAL DESIGN SERVICES PROPOSAL:

Canopy Clubhouse, Welaunee Plantation Development, Tallahassee, Florida

Dear Jason,

Thank you for this opportunity to propose Architectural and Engineering services for the Canopy Clubhouse in Welaunee Plantation Development located in Tallahassee, Florida.

PROJECT SCOPE:

The proposed Canopy Clubhouse building shall be located in the new Canopy development. The Canopy Club house is approximately **8,500** sf under roof. This facility is divided into two distinct areas with a breezeway connecting the gym side to the flex space side of the clubhouse. In addition, one section of the building will house pool equipment, restrooms, and outdoor showers required for the pool area. The 8,500 sf is comprised of approximately 3,000 sf of enclosed space and approximately 5,500 sf of breezeway and covered areas. The scope of the design services shall be limited in scope as requested. The pool vendor shall be responsible for the design and permitting of the pool, pool equipment, and pool electrical requirements. The pool vendor shall forward all under-slab electrical, mechanical, plumbing and miscellaneous conduit requirements to the architect prior to foundation design. The pool vendor, gym equipment vendor, and civil engineer are to supply the architect with their respective completed and permitted work. No pool design, gym equipment layout, mechanical certifications, electrical certifications, or civil engineering shall be included in the scope of service. Miscellaneous items such as a pavilion design, typical fence post design, and gate access design shall be included in the Conn & Associates scope of work. No pool furniture, non-fixed items, or landscaping shall be a part of this scope. The scope of the engineering work for Conn & Associates will be limited to subcontracting with a structural engineer for structural work. All incidental electrical and mechanical engineering for the clubhouse, (which excludes all engineering associated with the pools), is to be performed in-house with Conn staff—no mechanical or electrical engineering certifications are included. The CDD will be responsible for bidding.

Conn & Associates, Inc. d/b/a "Conn Architects" will provide design instruments of service sufficient to permit and construct the facility. The following basic scope of services shall be included:

- Preliminary Design development of existing design from previous scope of work shall be utilized.
- Design Development
- CDs to include Architectural, Structural, Mechanical and Electrical for Clubhouse only.

- Permitting Services
- Responses to Authority having Jurisdiction (AHJ) Plan Review comments and revisions as necessary.
- Responses to questions or RFI's from the General Contractor during his bidding and construction.

PROPOSED FEE:

The proposed fee for the professional services as described above is **\$39,675.00**. This fee has been reduced 20.5% from the last proposal. Please see below for applicable reimbursable expense rates. Invoices for all work done to-date will be sent monthly and are due within 30 days of date of invoice. Unpaid balances will accrue interest at the rate of 18.0% per annum from the date due.

EXCLUDED PROFESSIONAL SERVICES:

The following services are *not included* in the basic scope of services. If these services are required, they may be incorporated as additional services at an additional cost. Conn & Associates, Inc. may be contracted to complete any additional services through hourly compensation or by contracting with a sub-consultant to provide a specific service. Any additional sub-consultant services are provided to the Owner as "pass-through" fees; they are invoiced at 100% of incurred fees, with no additional mark-up.

- | | |
|--------------------------|--|
| ▪ Surveying | ▪ Civil engineering |
| ▪ Landscape Architecture | ▪ Electrical Engineering Certification |
| ▪ Bidding the project | ▪ Construction Administration |
| ▪ Physical Models | ▪ Security systems |
| ▪ Interior Design | ▪ Reimbursable Expenses |
| ▪ Playground Design | ▪ Mechanical Engineering Certification |

REIMBURSABLE EXPENSES:

The following are considered reimbursable expenses and are additional to the base fee listed above.

- | | |
|--|-------------------------|
| ▪ All travel costs outside of Leon County limits | 58¢ per mile (IRS 2019) |
| ▪ Governmental / permitting fees | 100% of incurred fees |
| ▪ Clerical fees | \$80.00/hour |
| ▪ 24 x 36 photo static copies | \$2.00 each |
| ▪ 11x17 color copies | \$1.00 each |
| ▪ Postage | 100% of incurred fees |

This proposal incorporates provisions of the AIA document B105-2017, Owner/Architect Agreement-Residential or Small Commercial Project. The AIA Document B105-2017, while not specifically attached to this agreement, forms a part of this agreement, and is available for your review. Conn & Associates, Inc.'s, scope of services is strictly limited to the instruments of services outlined in this written agreement and the referenced AIA agreement.

Any disputes between the parties regarding this agreement shall be resolved in the proper jurisdictional court serving Leon County, Florida, and the prevailing party in any action regarding this agreement shall be entitled to recover of its costs incurred including reasonable attorneys' fees at the trial and appellate level.



If you are in agreement with the terms of this contract, please execute the agreement by signing below and returning one copy to our office for our files. Please feel free to contact me anytime at (850) 878-8784 if you have any questions. Thank you again for this opportunity to provide professional design services for your project.

Sincerely,



Michael A. Conn, AIA, NCARB
President



Project #18-210
7548 Canopy Clubhouse Proposal

Authorized Signature:

Signature

Date

Printed name:

N C A R B

SECTION VI

DEMAND NOTE AGREEMENT

WHEREAS, on April 4, 2019, the **Canopy Community Development District** (“the District” or “Owner”) accepted an assignment from **Ox Bottom Mortgage Holdings, LLC**, a Florida limited liability company (“Guarantor”), of a contract with **Sandco, LLC** a Florida limited liability company (“Principal”), a copy of which is attached hereto as **Exhibit “A”** (“the Contract”); and

WHEREAS, the expense of a change order to the Contract requiring that the Principal obtain a standard public construction bond in the amount of the Contract is an unnecessary expense based on current circumstances; and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

WHEREAS, Guarantor is a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, Guarantor desires to provide this instrument (“Demand Note”) to obviate the need for the District to incur the expense of a change order requiring the issuance of a standard public construction bond; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal and Guarantor, are bound to Owner, in the sum of up to \$1,146,796.00 (“Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS DEMAND NOTE is that if Principal:

1. Performs the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Demand Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract does not affect Guarantor's obligation under this Demand Note.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract Price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract Price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. Upon Guarantor's or Principal's submission to the District of evidence of proper payment under the Contract, the maximum liability of Guarantor under the Demand Note shall be automatically reduced in an amount equal to such payment amount, and the District shall note the same in its records.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of

competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, at Principals' cost and expense, a standard public construction bond pursuant to Section 255.05, Florida Statutes, which cost Principal may recover from the District through a change order to the Contract.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

- | | |
|----------------------------|--|
| A. If to District: | Canopy Community Development District
135 W. Central Blvd, Suite 320
Orlando, FL 32801
Attn: District Manager |
| With a copy to: | Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer Kilinski |
| B. If to Guarantor: | Ox Bottom Mortgage Holdings, LLC
4708 Capital Circle NW |

Tallahassee, FL 32303
Attn: Tom Asbury

C. If to Principal:

Sandco, LLC
4708 Capital Circle NW
Tallahassee, FL 32303
Attn: Steve Ghazvini

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

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

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

Section XI

This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WITNESSES:

Signed, sealed and delivered
in the presence of:

**Canopy Community
Development District**

Nicole Heath
Print Name: Nicole Heath

By: [Signature]
Chairperson/Vice Chairperson

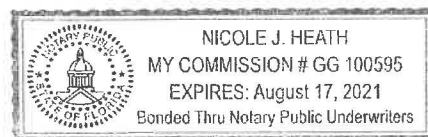
Tracy Waters
Print Name: Tracy Waters

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 4th day of April, 2019, by the Chairperson/Vice Chairperson of the Canopy Community Development District, on behalf of District. He is personally known to me or has produced w/a as identification.

Nicole Heath
Print Name: Nicole Heath
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: 8/17/21

{Notary Seal}



Signed, sealed and delivered
in the presence of:

Ox Bottom Mortgage Holdings, LLC
a Florida limited liability company

Nicole J. Heath
Print Name: Nicole J. Heath

Tracy Waters
Print Name: Tracy Waters

By: [Signature]
Name: a manager/member
Title: Jason G. Halvick

STATE OF FLORIDA
COUNTY OF Leah

The foregoing was sworn to and subscribed before me this 4 day of April, 2019, by Jason G. Halvick, as Manager of Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company. He is personally known to me or has produced WIA as identification.

Nicole J. Heath
(Signature of Notary Public)

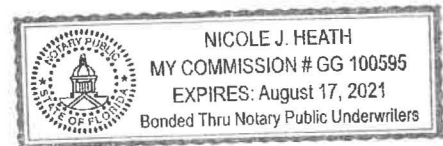
Nicole J. Heath

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: 8/17/21



Signed, sealed and delivered
in the presence of:

Sandco, LLC,
a Florida limited liability company

Nicole J. Heath
Print Name: Nicole J. Heath

By: Benzad Ghazwin
Name: Benzad Ghazwin
Title: managing member

Tracy Waters
Print Name: Tracy Waters

STATE OF FLORIDA
COUNTY OF Leon

The foregoing was sworn to and subscribed before me this 4th day of April,
2019, by Benzad Ghazwin, as Managing member of Sandco, LLC.
He/She is personally known to me or has produced N/A as identification.

Nicole J. Heath
(Signature of Notary Public)

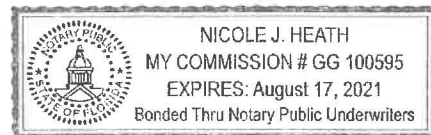
Nicole J. Heath
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Exhibit A: Construction Contract



SECTION VII

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the following parties ("Parties"):

Canopy Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Leon County, Florida, with an address of 135 W. Central Blvd., Suite 320, Orlando, FL 32801 (the "**District**"), and

RS&H, Inc., a Florida corporation, with an address of 301 East Pine Street, Suite 350, Orlando, FL 32801 ("**Contractor**" and together with the District, the "**Parties**").

RECITALS

WHEREAS, in November of 2017, the Parties entered into an Agreement for Professional Construction Engineering and Inspection (CEI) Services (the "**Agreement**"), attached hereto as **Exhibit A**; and

WHEREAS, that Agreement provided for payment to Contractor not to exceed \$284,787.90 without prior written agreement by the Parties; and

WHEREAS, the Agreement further provided for monthly Contractor invoicing; and

WHEREAS, Contractor presented a change order to the District on March 5, 2018, which was signed in June 2018, and which provided for an additional \$101,013.33 in compensation, which was, consistent with the Agreement, negotiated between the Parties due to an overrun over 10% and presented in advance of incurring additional fees; and

WHEREAS, the District received Contractor's Proposed Change Order requesting an additional \$404,053.32 in compensation for work performed from June 6, 2018, to February 15, 2019, which was later revised to \$307,276.40 to represent work completed through March 31, 2019; and

WHEREAS, the District disputed the amount requested due to, among other factors, discrepancies in the number of additional work days claimed, timing of the request for additional compensation and questions as to the reasonableness of staffing levels provided; and

WHEREAS, in order to settle the existing dispute between the Parties, the Parties have agreed to the terms and conditions identified herein.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, including but not limited to the full and final settlement of the dispute regarding the amount owed under the Agreement, the Parties agree as follows:

1. **Recitals.** The recitals are incorporated herein as if fully set forth.
2. **Settlement Terms.**
 - a. The District hereby agrees to pay Contractor a total of eighty-five thousand and 00/100 (**\$85,000.00**). This amount shall constitute full payment to resolve all outstanding disputes regarding the amount due under the Agreement through final acceptance and certification by Contractor of the Project that relates to the subject matter of the Agreement. Such payment shall not negate or otherwise alter Contractor's responsibilities pursuant to the Agreement.
 - b. *Mutual Releases* – Subject to subparagraph 2(c), the Parties shall be deemed to have forever released and discharged each other and their current and former officers, directors, agents, staff, employees, attorneys, predecessors, successors and assigns of and from any and all claims, counter-claims, demands, rights, obligations, liabilities, damages, costs, including attorneys' fees and costs, and causes of action whether existing now or in the future arising out of or relating in any way to any matters raised or which could have been raised in connection with the dispute regarding the amount due under the Agreement. Also subject to subparagraph 2(c), each Party further covenants and agrees never to commence, or in any manner prosecute against any other Party or their current and former officers, directors, agents, staff, employees, attorneys, predecessors, successors and assigns, any claim or legal action or other proceeding based in whole or in part upon the claims released in this agreement, as described above, with the exception of the right to seek enforcement of this agreement. The terms of this paragraph shall survive any termination of this agreement.
 - c. *Exceptions* – Notwithstanding anything provided in this agreement to the contrary, this agreement is not intended to and does not apply to limit the rights of the District to bring claims under the Agreement in the event that it is later discovered that the services set forth therein were defective, deficient, or otherwise inconsistent with the terms of the Agreement or with this agreement.
3. **Effective Date.** The effective date ("Effective Date") of this agreement shall be the date when such agreement is fully executed by the Parties.
4. **Representations and Warranties.** Each Party makes the following representations and warranties with the understanding that each Party is entering into the

agreement in reliance upon each of these representations and warranties, and that without these representations and warranties, such Party would not enter into this agreement:

- a. Each Party represents and warrants that he or she is competent and authorized to enter into this agreement.
- b. Each Party represents and warrants that all of the provisions of this agreement have been explained to him or her by his or her legal counsel, and such Party has understood and accepted the agreement.

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

6. **Third Parties.** This agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this agreement. Nothing in this agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this agreement or any of the provisions or conditions hereof. Nothing contained in this agreement shall limit or impair any Party's right to protect its rights from interference by a third party.

7. **Drafting.** The fact that one of the Parties to this agreement may be deemed to have drafted or structured any provision of this agreement shall not be considered in construing or interpreting any particular provision of this agreement, either in favor of or against such Party.

8. **Default.** This agreement shall be construed, interpreted and controlled according to the laws of the State of Florida, without regard to conflict of law principles. Exclusive jurisdiction and venue for any litigation brought to enforce this agreement shall be in the Circuit Court for Leon County, Florida, and the Parties do hereby specifically waive any other jurisdiction and venue. In the event of such litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

9. **Public Records.** All documents of any kind provided to the District or to District Staff in connection with this agreement are public records and are to be treated as such in accordance with Florida law.

10. **Amendments.** Amendments to and waivers of the provisions contained in this agreement may be made only by an instrument in writing which is executed by all Parties hereto.

11. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this agreement.

12. **Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts

together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. If any Party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

13. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this agreement, and that each Party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

IN WITNESS WHEREOF, the Parties execute this Settlement Agreement on the dates set forth below.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Date: April __, 2019

ATTEST:

RS&H, INC., a Florida corporation

Witness

By: _____
Its: _____

Date: April __, 2019

Exhibit A: CEI Agreement

**EXHIBIT “A”
CEI AGREEMENT**

**AGREEMENT BETWEEN CANOPY COMMUNITY DEVELOPMENT DISTRICT, BLUEPRINT
INTERGOVERNMENTAL AGENCY, AND RS&H, INC.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES**

THIS AGREEMENT is made and entered into as of this 14th day of November, 2017 by and between:

CANOPY COMMUNITY DEVELOPMENT DISTRICT, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, and the laws of the State of Florida, hereinafter referred to as "**District**";

BLUEPRINT INTERGOVERNMENTAL AGENCY, an intergovernmental agency established pursuant to section 163.01(7), *Florida Statutes*, hereinafter defined as "**Agency**" and together with the District, the "**Parties**"; and

RS&H, INC., a Florida corporation, hereinafter referred to as "**Engineer**."

WHEREAS, the Parties solicited proposals to provide professional construction engineering and inspection ("**CEI**") services on a specific project basis for the Parties in accordance with sections 190.033 and 287.055, *Florida Statutes*; and

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

WHEREAS, the Parties collectively ranked Engineer as the most qualified firm to provide professional CEI services for the Parties and authorized negotiation of a contract pursuant to section 287.055, *Florida Statutes*; and

WHEREAS, the Parties intend to retain Engineer to perform certain CEI services relating to the construction of the Dove Pond Regional Stormwater Facility, being performed pursuant to that *Standard Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)* by and between the Parties and Sandco, Inc. as amended (the "**Project**"); and

WHEREAS, Engineer shall serve under the direction of the District's Project Manager, Alan Wise, of Greenman-Pedersen, Inc., and the Agency's Project Manager, Charles Hargraves or his designee, and will give consultation and advice to the Parties, through each of the Parties Project Managers, during the performance of his or her services.

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

ARTICLE 1. SCOPE OF SERVICES

Engineer hereby agrees to perform the following professional CEI services relating to the Project ("**Services**") as identified in the Scope of Services and Fee Proposal dated October 20, 2017 attached hereto as **Exhibit A** and incorporated herein by this reference.

The Services shall commence upon the effective date of this Agreement and shall continue until delivery of the executed *Notice of Completion and Engineer's Certification of Compliance*, attached hereto as **Exhibit B**, or as necessary for the completion of all other components of the Scope of

Service. The Parties agree that the standard of care for all of Engineer's Services and any additional work performed under this Agreement shall be the care and skill ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer shall be responsible for the technical accuracy of the Services and documents it provides, including compliance with federal, state and local laws, regulations, codes and otherwise.

ARTICLE 2. BILLING AND PAYMENT

- 2.1 The fee to complete the engineering services shall not exceed \$284,787.90 (Two Hundred Eighty-Four Thousand Seven Hundred Eighty-Seven and 90/100), inclusive of all labor and expenses, without prior agreement in writing by the Parties hereto; provided however that should the Project construction timeline result in a cost overrun of up to 10% (ten percent), such cost shall be borne exclusively by the Engineer. The fee is based on a one hundred twenty-six (126) day active construction schedule. Should the Project construction timeline result in a cost savings of 10% (ten percent) or less, the cost savings shall be provided to the benefit of the Engineer. If the Project construction timeline results in a cost overrun or a cost savings exceeding 10% either direction, the Engineer and the Parties agree to negotiate in good faith for either additional fees, or a refund, as applicable.
- 2.2 Engineer shall invoice for Services rendered at the end of each month in direct proportion to the work accomplished. The Parties shall pay Engineer's invoices within thirty (30) business days of the invoice date or as may be required by Florida's Prompt Payment Act.

ARTICLE 3. ACCOUNTING RECORDS

Records of Engineer pertaining to the Services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the Agency and District or their authorized representatives for observation, or audit at mutually agreeable times. Further, the Engineer shall retain all records, including financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

ARTICLE 4. OWNERSHIP AND REUSE OF DOCUMENTS

- 4.1 All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, digital files, correspondence, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the Parties when developed and shall be considered work for hire.
- 4.2 The Engineer shall deliver all Work Product to the Parties upon completion thereof unless it is necessary for Engineer in the Parties sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The Parties shall have all rights to use any and all Work Product. Engineer shall retain copies of the

Work Product for its permanent records, provided the Work Product is not used without the Parties prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said work product is used by the Parties for any purpose other than that purpose which is intended by this Agreement, the Parties shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use. Any reuse of the Work Product, for purposes other than that provided herein, without the Engineer's prior written approval shall be at the Parties sole risk and liability.

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

ARTICLE 5. INSURANCE

Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$5,000,000
Property Damage (including Contractual)	\$1,000,000/\$5,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

Engineer shall provide the Parties with a certificate evidencing compliance with the above terms and naming each of the Parties, and each of their Supervisors, Board members, staff, and Project specific Project Managers as additional insureds. Engineer shall provide Parties with thirty (30) days' notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

ARTICLE 6. CONTINGENT FEE

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

ARTICLE 7. AUDIT

The Engineer agrees that the Parties or any of either of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) seven years after the expenditure of all funds under this Agreement, whichever comes later.

ARTICLE 8. INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, the District's supervisors and staff, including the Project-specific Project Manager, and the Agency and its Board, officials and employees, including its Project-specific Project Manager, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement.

The Engineer shall indemnify and hold harmless the District, the District's supervisors and staff, including the Project-specific Project Manager, and the Agency and its Board, its officials and employees, including its Project-specific Project Manager, from suits, actions, or claims and from damages, expenses, or losses, arising out of injuries or damage sustained by persons or property by intentional or negligent acts, errors or omissions of the Engineer or any Consultant or their employees, agents, or representatives.

Engineer and the Parties agree and covenant that nothing herein shall constitute or be construed as a waiver of District's or Agency's limitations on liability pursuant to section 768.28, *Florida Statutes*, or any other statute or law. The terms and provisions of this Article 8 shall survive the expiration or termination of this agreement.

ARTICLE 9. PUBLIC RECORDS

Engineer understands and agrees that all documents of any kind provided to the District or the Agency in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public

records required by the District or the Agency to perform the Services; 2) upon request by the Public Records Custodian, or upon request by the Agency, provide the District and the Agency with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District and the Agency; and 4) upon completion of the contract, transfer to the District and Agency, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District and the Agency in a format that is compatible with Microsoft Word or Adobe PDF formats.

If the Engineer has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Engineer's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, George Flint by phone at (407) 841-5524, by email at gflint@gmscfl.com, or by mail at 135 West Central Boulevard, Suite 320, Orlando, Florida 32801.

ARTICLE 10. EMPLOYMENT VERIFICATION

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

ARTICLE 11. INDEPENDENT CONTRACTOR

The Parties and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the Parties. Neither the Engineer nor employees of the Engineer, if any, are employees of the Parties under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the Parties and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the Parties unless set forth differently herein.

ARTICLE 12. NO THIRD PARTY BENEFITS

Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 13. CONTROLLING LAW

Engineer and the Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

ARTICLE 14. WAIVER OF JURY TRIAL

THE PARTIES (ENGINEER, DISTRICT AND AGENCY) HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

ARTICLE 15. ASSIGNMENT

Neither the Parties nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 16. TERMINATION

Either one of the Parties may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of the Parties to terminate the contract, Engineer shall not perform any further services unless directed to do so by the Parties in writing. In the event of any termination without cause, Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

The Parties may terminate this Agreement with cause upon written notice to Engineer. In the event of any termination for cause, Engineer shall not perform any further services for the Parties after Engineer's receipt of notification of termination for cause, but Engineer shall be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination, subject to any offsets (including nonperformance or breach) the Parties may have against the Engineer. The Engineer may terminate this Agreement upon sixty (60) days written notice to both of the Parties.

ARTICLE 17. RECOVERY OF COSTS AND FEES

In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then each of the parties to this Agreement agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

ARTICLE 18. AMENDMENT

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the parties hereto and formally approved by all of the parties.

ARTICLE 19. ARM'S LENGTH TRANSACTION

This Agreement reflects the negotiated agreement of each of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if all of the parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 20. NOTICE

All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

- | | | |
|----|-----------------|--|
| A. | If to District: | Canopy Community Development District
c/o Governmental Management Services Central
Florida, LLC
Attn: District Manager
135 West Central Blvd, Suite 320
Orlando, FL 32801 |
| | With a copy to: | Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer L. Kilinski, Esq. |
| B. | If to Agency: | Leon County – City of Tallahassee Blueprint
Intergovernmental Agency
Attn: Charles Hargraves, Blueprint Director
315 S. Calhoun St., Suite 450
Tallahassee, FL 32301 |
| | With a copy to: | Leon County – City of Tallahassee Blueprint
Intergovernmental Agency
Attn: Patrick Kinni, Esq.
315 S. Calhoun St., Suite 450
Tallahassee, FL 32301 |
| C. | If to Engineer: | RS&H, Inc.
Attn: Douglas D. Geiger, P.E.
301 East Pine Street, Suite 350
Orlando, Florida 32801 |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties and counsel for the Engineer may deliver Notice on behalf of the Parties and the Engineer.

Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

ARTICLE 21. ACCEPTANCE

Acceptance of this Agreement is indicated by the signature of the authorized representative of the Parties and Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**CANOPY COMMUNITY DEVELOPMENT
DISTRICT**

Witness

By: Thomas Asbury
Its: Chairman

RS&H, INC.

Witness

By: Douglas D. Geiger, P.E.
Its: Senior Vice President

Attested by:

**LEON COUNTY-CITY OF TALLAHASSEE
BLUEPRINT INTERGOVERNMENTAL AGENCY**

By: James O. Cooke, IV

City Treasurer Clear clerk

By: Charles Hargraves, P.E.

Blueprint Director

Ben Pignone
Director, PLACÉ

Approved as to Form:

By: Patrick T. Kinni, Esq.

Blueprint Attorney



Exhibit A: *Scope of Services and Fee Proposal*

Exhibit B: *Notice of Completion and Engineer's Certification of Compliance*

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

Dove Pond Regional Stormwater Management Facility

TABLE OF CONTENTS

CONTENTS

1.0	PURPOSE:	1
2.0	SCOPE:	1
3.0	LENGTH OF SERVICE:	2
4.0	DEFINITIONS:	2
5.0	ITEMS TO BE FURNISHED BY THE DISTRICT TO THE CONSULTANT:	3
6.0	ITEMS FURNISHED BY THE CONSULTANT:	3
6.1	FDOT DOCUMENTS:.....	3
6.2	OFFICE AUTOMATION:.....	4
6.4	VEHICLES:	4
6.5	FIELD EQUIPMENT:	4
6.6	LICENSING FOR EQUIPMENT OPERATIONS:	5
7.0	LIAISON RESPONSIBILITY OF THE CONSULTANT:	5
8.0	PERFORMANCE OF THE CONSULTANT:	5
9.0	REQUIREMENTS OF THE CONSULTANT:	6
9.1	GENERAL:	6
9.2	SURVEY CONTROL:.....	6
9.3	ON-SITE INSPECTION:	6
9.4	SAMPLING AND TESTING:	7
9.5	ENGINEERING SERVICES:	7
9.6	GEOTECHNICAL ENGINEERING (EARTHWORK):	9
10.0	PERSONNEL:	10
10.1	GENERAL REQUIREMENTS:	10
10.2	PERSONNEL QUALIFICATIONS:	10
10.3	STAFFING:	13
11.0	QUALITY ASSURANCE (QA) PROGRAM:	13
11.1	QUALITY ASSURANCE PLAN:.....	13
11.2	QUALITY ASSURANCE REVIEWS:.....	14
11.3	QUALITY RECORDS:	14
12.0	CERTIFICATION OF FINAL PAYMENT:	14
13.0	AGREEMENT MANAGEMENT:	15
13.1	GENERAL:	15
13.2	INVOICING INSTRUCTIONS:	15
14.0	OTHER SERVICES:	15
15.0	POST CONSTRUCTION CLAIMS REVIEW:	16
16.0	CONTRADICTIONS:	16
17.0	THIRD PARTY BENEFICIARY	16
18.0	DISTRICT AUTHORITY	16

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced FDOT manuals, and procedures.

The projects for which the services are required are:

Description:	Dove Pond Regional Stormwater Management Facility
County:	Leon

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the District's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement, as well as State and Federal regulations, unless otherwise directed in writing by the District. Such FDOT manuals, procedures, and memorandums are found at the FDOT State Construction Office's website. This shall include but not be limited to the following:

- Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction as amended by contract documents
- FDOT Roadway Plans Preparation Manual
- FDOT Design Standards
- FDOT Structures Manual
- FDOT Structure Design Office Standard Drawings
- FDOT Materials Manual
- FDOT Manual of Florida Sampling and Testing Methods
- FDOT Manual for Safety and Control of Equipment Containing Radioactive Materials
- FDOT Construction Project Administration Manual (CPAM)
- FDOT Construction Training and Qualification Manual (CTQM)
- FDOT Soils and Foundation Handbook
- FDOT Radiation Safety Manual
- FDOT Utility Accommodation Manual
- Federal Highway Administration (FHWA) Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
- American Association of State Highway and Transportation Officials (AASHTO) Test Methods

- American Society for Testing and Materials (ASTM) Standards
- Manual on Uniform Traffic Control Devices
- Code of Federal Regulations (CFRs)
- Safe Work Practices and Compliance Standards Handbook
- Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1001 and 1926.58, 49 CFR 171 and 172
- Chapter 14-103 Construction Aggregate Rule
- CQC Specifications, and related directives
- FDOT Standard Operating Procedure for Evaluation, Approval, and Control of Mineral
- FDOT Records Retention Guideline

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the District and the Contractor either directly or indirectly.

Other projects developing within the geographical area of Leon county may be added at the District's discretion. The Consultant must perform to the satisfaction of the District's representatives for consideration of additional CEI services.

3.0 **LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon written notification to proceed by the District.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the District has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the District and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and ten (10) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedule and construction time for the project is tabulated below:

Construction Contract Estimate		
Letting Date (Mo/Yr)	Start Date (Mo/Yr)	Duration
August 2017	November 2017	6 months

4.0 **DEFINITIONS:**

- A. **Agreement:** The Professional Services Agreement between the District and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. **Contractor:** The individual, firm, or company contracting with the District for performance of work or furnishing of materials.

- C. Construction Contract: The written agreement between the District and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. District Project Manager: The District employee assigned to manage the Construction Engineering and Inspection Contract and represent the District during the performance of the services covered under this Agreement.
- E. Agency Project Manager: The Agency employee assigned to manage the Construction Engineering and Inspection Contract and represent the District during the performance of the services covered under this Agreement.
- F. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- G. Consultant: The Consulting firm under contract to the District for administration of Construction Engineering and Inspection services.
- H. CEI Project Administrator/Project Engineer: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- I. CEI Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- J. District: The Canopy Community Development District located in Leon County, Fl
- K. Agency: The Blueprint Intergovernmental Agency located in Leon County, Fl
- L. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

5.0 ITEMS TO BE FURNISHED BY THE DISTRICT TO THE CONSULTANT:

- A. The District, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Specification Package,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 FDOT Documents:

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website. Most items can be purchased through the following address. All others can be acquired on-line at the FDOT's website.

Florida District of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 414-4050

<http://www.fdot.gov/construction/>

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:

<http://www.fdot.gov/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

6.3 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.4 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

Existing utilities in proximity of the project may cause restriction on type of testing that can be performed (i.e. nuclear testing in proximity of gas transmission main). Provide required testing in a safe, industry approved manner.

6.5 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the District, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida District of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the District's Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Inform the designated District project personnel of any design defects, reported by the Contractor or observed by the Consultant.

Submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the District Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the District will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist District representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. District recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the District to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the District, and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(9)(a), Florida Statutes, the Consultant is hereby designated by the Secretary of the District to negotiate and approve Change Orders within the thresholds established in the CPAM. Seek input from the District Project Manager relating to all Change Order requests. Change Orders must be determined to be in accordance with Florida law by the District prior to approval by the Consultant. For any Change Order which exceeds the thresholds, prepare the Change Order as a recommendation to the District, which the District may accept, modify or reject upon review. Consult with the District Project Manager as necessary and direct all issues, which exceed delegated authority to the District Project Manager for District action or direction.

Inform the designated District project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

The consultant will attend meetings as requested by the District. Coordinate with the District prior to attendance of meeting. Attendance at meetings not requested by the District may not be reimbursed. When meetings are hosted by the Consultant, coordinate all activities with the stakeholders, and distribute the minutes to all participants and District Project Manager (DPM).

9.2 Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, and (2) perform incidental engineering surveys.

9.3 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Consultant will provide testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The District will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to the appropriate laboratory.

Be responsible for properly retaining and handling samples. When samples are lost or cannot determine the Contract compliance of the material due to mishandling, consultant may be responsible for performing an Engineering Analysis/Investigation at no cost to the Department.

9.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the District for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57,

No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the District's guidelines.

- (2) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
- (3) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (4) Facilitate coordination and communication between Utility Agency's representatives, District's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including District and Local Government owned facilities.
- (5) Produce reports, verify quantity estimates and calculations for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the District to make timely payment to the Contractor.
- (6) The District will provide Public Information Services.
- (7) Prepare and submit to the District Project Manager monthly, a Construction Status Report, in a format acceptable to the District.
- (8) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (9) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a digital photo management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of the Project through the periodic collection of a set of panoramic digital photographs at predetermined stations throughout the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Photographic data files comprising each digital photograph are to be supplied

together with an HTML (web page) based access and display system for viewing the photographs. Original photographic data files are to be supplied for archival purposes and comprise photographic data identical in form and content to that produced by the digital camera used to capture the image. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The access and display system should be comprised of a series of HTML files (web pages) which allow a user to view each photographic data file at random, and in a sequence which simulates the visual experience of a viewer moving through the actual Project from one photographic station to the next. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media. The working photographic data files and the access and display system should also be maintained on a server accessible via the Internet.

9.6 Geotechnical Engineering (Earthwork):

Inspect, sample, test and report on field Earthwork activities as requested by the Department.

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the District for the satisfactory performance and timeliness of these services.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of earthwork to determine that the project is constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. All services under this section will be performed in accordance to FDOT Specifications. Schedule meetings and facilitate communications between the Contractor, the CEI, the geotechnical subconsultant and the District as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any work is completed as necessary to accomplish its intent.

The following services shall be performed:

- Review Project Density Log Books for compliance to FDOT's standards and procedures.
- Conduct Earthwork Verification and Independent Assurance Inspections.
- Conduct initial nuclear gauge comparisons.
- Observe the Contractor's Quality Control Technician to ensure the accurate documentation of test results, and also to ensure they are in compliance with their Quality Control Plan.
- Observe the Quality Control Technician to make sure they are performing all Earthwork related activities per the FDOT Standard Specifications.
- Review Karst Remediation Plans, Observe Remediation Efforts, Review Remediation Certification provided by the Contractor's Geotechnical Engineer, provide an Opinion of the Certification provided by the Contractor's Geotechnical Engineer.

Perform all tests in accordance with applicable testing Standard. Comply with all provisions of the FDOT Laboratory Qualification Program. Maintain appropriate accreditations\qualifications for the duration of the Contract. Notify the District immediately when Laboratory accreditations\qualifications are lost for any reason, and then reinstated. Update the District on Laboratory accreditations\qualifications status for each Laboratory every 6 months. Notify the District prior to any scheduled inspection by an accreditation agency.

Promptly notify project stakeholders in the event of QC\V non-comparison that results in Resolution testing.

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the District, the District will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the District Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the District Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the District. Staff that has been removed shall be replaced by the Consultant within one week of District notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the District and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such

qualifications/certifications and other training. The District Project Manager will have the final approval authority on such exceptions.

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer and six (6) years of engineering experience (two (2) years of which are in major road or bridge construction), or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with District standards. Also must have the following:

QUALIFICATIONS:

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS:

FDOT Advanced MOT

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER –

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures.

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS:

FDOT Intermediate MOT

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II (Bridges)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT
Nuclear Radiation Safety
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I
CTQP Earthwork Construction Inspection Level I
CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT
Nuclear Radiation Safety
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the District has issued an acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the District Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the District approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and District procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the District Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the District, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL PAYMENT AND AS-BUILT PLANS:

Review documentation and records in compliance with the Agreement. Review and submit the Final Payment Certification and final "as-built plans" documenting the Contractor's work.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. Invoices not including this required information may be rejected.
- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the District Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the District Project Manager for approval and further processing. The AR is to be submitted at such time to allow the District 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the District.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the District.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the District no later than the 20th day of the following month.

If the monthly invoice cannot be submitted on time, notify the District prior to the due date stating the reason for the delay and the planned submittal date.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the District.

A Final Invoice will be submitted to the District no later than the 60th day following Final Acceptance of the individual project or as requested by the District.

14.0 OTHER SERVICES:

Upon written authorization by the District Project Manager, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the District to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 DISTRICT AUTHORITY

The District shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

Project (Construction Time - 126 Days)	2017				2018							Total Man Months	Total Man Hours	Overtime Hours	Loaded Rate	Total Cost
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug				
CEI Services for Construction of the Dove Pond Regional Stormwater Facility																
RS&H, Inc.																
Tony Manos, P.E. Senior Project Engineer (RS&H)			0.50	0.50	0.50	0.50	0.50						2.5	412.5		\$79,022.63
Lee Brueckheimer - Assistant Project Administrator/ Senior Inspector (RS&H)			1.00	1.00	1.00	1.00	1.00						5.0	825	165	\$78,457.50
TBD. Senior Geotechnical Engineer (Nova)			0.10	0.10	0.10	0.10	0.10						0.5	82.5		\$11,550.00
Jordan Galloso - Earthwork Inspector (RS&H)			1.00	1.00	1.00	1.00	1.00						5.0	825	165	\$64,132.20
TBD - Geotechnical Inspector (Nova)			0.15	0.15	0.15	0.15	0.15						0.8	123.75		\$9,652.50
Greg Grant, P.E. - Structural Engineer (RS&H)				0.10	0.10								0.2	33		\$8,754.57
Amanda Hopkins - Clerical (QCA)			0.20	0.20	0.20	0.20	0.20						1.0	165		\$9,718.50
Total Man Months	0.0	0.0	3.0	3.1	3.1	3.0	3.0	0.0	0.0	0.0	0.0		15.0	2466.8	330.0	\$261,287.90

Legend: Letting  Construction 

2,796.8
Man-Hours



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2017

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

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

PRODUCER Harden and Associates 501 Riverside Avenue, Suite 1000 Jacksonville FL 32202		CONTACT NAME: Todd Peters PHONE (A/C No. Ext): 904-354-3785 FAX (A/C No.): 904-634-1302 E-MAIL: tpeters@hardeninsight.com ADDRESS: tpeters@hardeninsight.com	
INSURED REYNO-1 RS&H, Inc. 10748 Deerwood Park Blvd S Jacksonville FL 32256		INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Insurance Co 25615 INSURER B: Travelers Indemnity Company 25658 INSURER C: Travelers Property/Casualty Co 25674 INSURER D: Phoenix Insurance Company 25623 INSURER E: Lloyds of London 85202 INSURER F: Lloyds, London	

COVERAGES

CERTIFICATE NUMBER: 1289850239

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	630-4711N755-COF-17	6/28/2017	6/28/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	8104621M601-IND-17	6/28/2017	6/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$1,000/\$1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	CUP-3J758369-TIL-17	6/28/2017	6/28/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PJUB915K337416 PVYCNUB5388B307	12/1/2016 12/1/2016	12/1/2017 12/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Professional Liability with Contractors Pollution Liab. Claims Made; 1/1/42 Retro Date			DR1701772000 DR1701773000	6/28/2017 6/28/2017	6/28/2018 6/28/2018	Per Claim \$5,000,000 Aggregate \$5,000,000 Retention \$50,000

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

Certificate Holder and Leon County- City of Tallahassee Blueprint(Intergovernmental Agency, 315 S. Calhoun St., Suite 450, Tallahassee, FL 32301) are included as additional insured's as required by written contract. Waiver of subrogation is provided when required by written contract or agreement.
30 Day Notice Cancellation, 10 Days for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Canopy Community Development District
c/o Governmental Management Services Central Flori
Attn: District Manager
135 West Central Blvd
Suite 320
Orlando FL 32801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd Peters

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

**A. The following is added to Paragraph c. in A. 1.,
Who Is An Insured, of SECTION II – LIABILITY
COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. The following is added to Paragraph 5., Other
Insurance, in B. General Conditions of SEC-
TION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph 5. Transfer of Rights Of Recovery Against Others To Us of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – WRITTEN
CONTRACTS (ARCHITECTS, ENGINEERS AND
SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS
AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGESM ENDORSEMENT

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. Broadened Named Insured | M. Who Is An Insured – Newly Acquired Or Formed Organizations |
| B. Incidental Medical Malpractice | N. Injury To Co-Employees And Co-Volunteer Workers |
| C. Reasonable Force – Bodily Injury Or Property Damage | O. Medical Payments Limit |
| D. Non-Owned Watercraft – Increased To Up To 75 feet | P. Knowledge And Notice Of Occurrence Or Offense |
| E. Aircraft Chartered With Pilot | Q. Other Insurance Condition |
| F. Extension Of Coverage – Damage To Premises Rented To You | R. Unintentional Omission |
| G. Personal Injury – Assumed by Contract | S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract |
| H. Increased Supplementary Payments | T. Amended Bodily Injury Definition |
| I. Additional Insured – Owner, Manager Or Lessor Of Premises | U. Amended Insured Contract Definition – Railroad Easement |
| J. Additional Insured – Lessor Of Leased Equipment | V. Additional Definition – Written Contract Requiring Insurance |
| K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises | |
| L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | |

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

COMMERCIAL GENERAL LIABILITY

committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the DEFINITIONS Section:

- a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.
- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED

Paragraphs (1) (a), (b), (c) and (d) above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees"

for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to SECTION II – WHO IS AN INSURED:

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

COMMERCIAL GENERAL LIABILITY

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any Insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission

of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion e., Contractual Liability in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

COMMERCIAL GENERAL LIABILITY

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".
2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:
- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
 - (2) Any structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.

COMMERCIAL GENERAL LIABILITY

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of SECTION II – WHO IS AN INSURED:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy pe-

riod, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to SECTION II – WHO IS AN INSURED:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of SECTION II – WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or

COMMERCIAL GENERAL LIABILITY

Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

COMMERCIAL GENERAL LIABILITY

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of **LIMITS OF INSURANCE** (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of **LIMITS OF INSURANCE** (Section III) applies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
- (5) Any similar risk transfer or risk management method.

- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

COMMERCIAL GENERAL LIABILITY

son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the DEFINITIONS Section is replaced by the following:
 - c. Any easement or license agreement;
2. Subparagraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: P-630-4711N755-COF-17

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CONTINUED

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

AMENDING SCHEDULE OF IL T4 05 03 11, "DESIGNATED ENTITY NOTICE OF

CANCELLATION PROVIDED BY US", PERSON OR ORGANIZATION TO INCLUDE:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

POLICY NUMBER: P-630-4711N755-COF-17

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 07-17-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS PERIOD TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project

General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A**, for damages or under **COVERAGE C**, for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage B; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY
WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO
PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF
THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT
LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN
IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZ-
ATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT OR AGREEMENT TO WAIVE YOUR RIGHT OF RECOVERY, BUT ONLY FOR PAYMENTS WE MAKE BECAUSE OF: 1. "BODILY INJURY" OR "PROPERTY DAMAGE" THAT OCCURS; OR 2. "PERSONAL INJURY" OR "ADVERTISING INJURY" CAUSED BY AN OFFENSE COMMITTED; AFTER YOU HAVE EXECUTED THAT CONTRACT OR AGREEMENT.

We waive any rights of recovery we may have against any person(s) or organization(s) shown in the Schedule above because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

- a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- b. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;

c. "Your work" or "your products" within the "products-completed operations hazard"; or

d. The "auto hazard".

We waive these rights only where you have agreed to do so as part of a written contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

The waiver applies only to the person(s) or organization(s) shown in the Schedule above.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (PVYCN0B-5388B30-7-16)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER, INCLUDING ORANGE COUNTY BOARD OF COUNTY
COMMISSIONERS AND HILLSBOROUGH COUNTY AVIATION AUTHORITY AND
CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

DATE OF ISSUE: 12-06-16

ST ASSIGN:



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (PJUB-915K337-4-16)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 01.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER, INCLUDING
THE CITY OF LOS ANGELES,
ITS DEPARTMENTS, OFFICERS
AND EMPLOYEES AND THE CITY OF
LONG BEACH.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. If any Party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

13. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this agreement, and that each Party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

IN WITNESS WHEREOF, the Parties execute this Settlement Agreement on the dates set forth below.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Date: April __, 2019

ATTEST:

RS&H, INC., a Florida corporation

Wendy Love

Witness

Douglas D. Geiger
By: _____
Its: *Douglas D. Geiger*
Senior Vice President

Date: April 9, 2019

Exhibit A: CEI Agreement

SECTION VIII

[Corporate Letterhead]

_____, 2019

Canopy Community Development District
c/o Darrin Mossing, District Manager
Governmental Management Services – Central Florida LLC
135 W. Central Blvd.
Orlando, FL 32801

RE: Acquisition of Improvements
The Canopy Unit I, Phase 6
Crestline Road, Tallahassee, Florida
Frontera Road, Tallahassee, Florida

Dear Mr. Mossing:

Pursuant to the *Acquisition Agreement (Series 2018A Bonds)* dated November 8, 2018 (“**Acquisition Agreement**”), you are hereby notified that Ox Bottom Mortgage Holdings, LLC (“**Developer**”) has completed and wishes to sell (“**Sale**”) to the Canopy Community Development District (“**District**”) certain improvements (Unit I, Phase 6 and the portions of Crestline Road and Fontana Street not previously acquired by the District) that are part of the 2018 Project (“**Improvements**”), as further described in the *Engineer’s Report* dated August, 2017, and the *Supplemental Engineer’s Report for Series 2018A Bonds* dated October, 2018 (together, “**Engineer’s Report**”), and as further described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, subject to the terms of the Acquisition Agreement and without intending to change the same, the District agrees to pay from future bond proceeds the amount of \$_____ which represents the actual cost of constructing and/or creating the Improvements. Because certain punch-list items required under the construction contract related to the Unit I, Phase 6 improvements are not yet complete, the District shall reserve payment of \$_____. Upon completion of all punch list items or other remaining work, and Developer’s receipt of all required final documentation, Developer shall certify to the District that the work is complete and provide proof of final payment, and District shall then release the remainder of the payment due to Developer.
- The Developer agrees, at the direction of the District, to assist the District with the turn-over from the District and to Leon County all of the District’s rights, title and interest in the Improvements, including but not limited to completing any punch list items, warranting any such Improvements to the extent required by Leon County, and posting and maintaining any required maintenance bonds.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements with no additional expense to the District. Also, the Developer agrees to convey or cause

to be conveyed when finalized any and all site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements described in such subparagraphs.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

**OX BOTTOM MORTGAGE HOLDINGS,
LLC**, a Florida limited liability company

Name: _____
Title: _____

Agreed to by:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

_____, Board of Supervisors

Exhibit A
Description of Improvements

All public improvements relating to Unit 1, Phase 6 made part of the District's capital improvement plan as described in the District's *Engineer's Report* dated August, 2017, and the *Supplemental Engineer's Report for Series 2018A Bonds* dated October, 2018, located on those lands described below:

BEGIN at an iron rod and cap (marked 3293) marking the Northeast corner of that 6.52 acre Open Space and Canopy Development District Storm Water Management Facility as recorded in Canopy Unit 1, Phase 1, a subdivision as per map or plat thereof recorded in Plat Book 22, Page 52-57 of the Public Records of Leon County, Florida, thence run South 30 degrees 01 minute 03 seconds West along the Easterly boundary of said Open Space 439.21 feet to an iron rod and cap (marked 3293) to a point marking the Northeast corner of Lot 10, Block "B" of Canopy Unit 1, Phase 2-5, a subdivision as per map or plat thereof recorded in Plat Book 22, Page 58 of the Public Records of Leon County, Florida thence leaving said Easterly Open Space boundary run South 30 degrees 01 minute 03 seconds West along the Easterly boundary of said Lot 10 a distance of 95.00 feet to a concrete monument (marked 3293) marking a point of curve concave to the Northwesterly; thence run Southwesterly along said Easterly lot boundary and said curve with a radius of 25.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 39.27 feet, chord being South 75 degrees 01 minutes 03 seconds West 35.36 feet to a concrete monument (marked 3293) lying on the Northeasterly right of way boundary of Sweet Ridge Street; thence leaving said curve and said Easterly lot boundary run South 59 degrees 58 minutes 57 seconds East along said Northeasterly right of way boundary 310.00 feet to a concrete monument (marked 3293) marking a point of curve concave to the Northwesterly; thence run Northeasterly along said Northeasterly right of way boundary and said curve with a radius of 25.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 39.27 feet, chord being North 75 degrees 01 minutes 00 seconds East 35.36 feet to a concrete monument (marked 3293) marking a point of intersection with the Westerly right of way boundary of Crestline Road; thence leaving said Northeasterly right of way boundary and said curve run North 30 degrees 01 minute 03 seconds East along said Westerly right of way boundary 351.94 feet to an iron rod and cap (marked 7160); thence leaving said Westerly right of way boundary run South 59 degrees 58 minutes 57 seconds East 62.00 feet to an iron rod and cap (marked 7160) lying on the Easterly right of way boundary of said Crestline Road; thence run North 30 degrees 01 minute 03 seconds East along said easterly right of way boundary 304.65 feet to an iron rod and cap (marked 7160); thence leaving said Easterly right of way boundary run North 59 degrees 58 minutes 57 seconds West 62.00 feet to an iron rod and cap (marked 7160) lying on said Westerly right of way boundary, said point also marking a point of intersection with the Northerly right of way boundary of Red Sky Street, said point also marking a point of curve concave to the Northwesterly; thence leaving said Westerly right of way boundary run Southwesterly and Northwesterly along said Northerly right of way boundary the following four (4) courses: along said curve with a radius of 25.00 feet; through a central angle of 81 degrees 59 minutes 08 seconds, for an arc distance of 35.77 feet; chord being South 71 degrees 00 minutes 36 seconds West 32.80 feet to an iron rod and cap (marked 7160); thence leaving said curve North 67 degrees 59 minutes 50 seconds West 8.24 feet to an iron rod and cap (marked 7160) to a point of curve concave to the Southerly; along said curve with a radius of

192.00 feet, through a central angle of 11 degrees 45 minutes 10 seconds; for an arc distance of 39.38 feet, chord being North 73 degrees 52 minutes 24 seconds West 39.31 feet to an iron rod and cap (marked 7160); thence leaving said curve North 79 degrees 44 minutes 59 seconds West 130.37 feet to an iron rod and cap (marked 7160) marking a point of intersection with the Westerly right of way boundary of said Red Sky Street; thence leaving said Northerly right of way boundary run South 10 degrees 15 minutes 01 second West along said Westerly right of way boundary 30.00 feet to an iron rod and cap (marked 7160); thence leaving said Westerly right of way boundary run North 59 degrees 39 minutes 57 seconds West 129.62 feet to an iron rod and cap (marked 7160); thence run South 30 degrees 01 minute 03 seconds West 15.43 feet to the POINT OF BEGINNING.

Containing 4.78 acres, more or less

[INSERT LEGAL FOR FONTANA AND CRESTLINE]

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

Contractor	Contract/Invoice	Date	Amount
Sandco	Unit I, Phase 6	February 8, 2019	\$267,875.06
Sandco	Frontera St. (contract)		
Sandco	Crestline Road (contract)		\$368,842.25

**ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND
ACKNOWLEDGMENT OF ACQUISITION AND ASSIGNMENT OF WARRANTIES**

THIS ACQUISITION AND ACKNOWLEDGEMENT (the "Acquisition") is made the ____ day of _____, 2019 by:

Sandco, LLC with a mailing address of 4708 Capital Circle, NW (the "Contractor"); in favor of

Canopy Community Development District (the "District"), which is a local unit of special-purpose government situated in Leesburg, Florida, whose mailing address is 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements, including construction related to Unit I, Phase 6, Fontana Street and Crestline Road (together, the "Improvements"). A copy of the contract(s) for said Improvements is attached as **Composite Exhibit A** ("Construction Contract"). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor.

SECTION 3. WARRANTY. Contractor hereby expressly provides to the District a one-year warranty from the effective date of this Acknowledgement on the materials and labor for the Improvements set forth in **Exhibit B** and hereby expressly acknowledges the District's right to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**. Notwithstanding the foregoing, the parties acknowledge that certain punch-list items required under the Unit I, Phase 6 Construction Contract are not yet complete. The District shall reserve payment of \$ _____ for the cost of punch-list items not yet completed. Upon Contractor's completion of all remaining work, and Developer's receipt of all final documentation required

under the Construction Agreement, Developer shall certify to the District that the Construction Contract is complete and provide proof of final payment, and District shall then release the remainder of the payment due to Developer.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

ATTEST:

SANDCO, LLC

[print name]

By: _____
Its: _____

EXHIBIT A
Construction Contracts

EXHIBIT B

IMPROVEMENTS

All public improvements relating to Unit 1, Phase 6, made part of the District's capital improvement plan as described in the District's *Engineer's Report* dated August, 2017, and the *Supplemental Engineer's Report for Series 2018A Bonds* dated October, 2018, located on those lands described below:

BEGIN at an iron rod and cap (marked 3293) marking the Northeast corner of that 6.52 acre Open Space and Canopy Development District Storm Water Management Facility as recorded in Canopy Unit 1, Phase 1, a subdivision as per map or plat thereof recorded in Plat Book 22, Page 52-57 of the Public Records of Leon County, Florida, thence run South 30 degrees 01 minute 03 seconds West along the Easterly boundary of said Open Space 439.21 feet to an iron rod and cap (marked 3293) to a point marking the Northeast corner of Lot 10, Block "B" of Canopy Unit 1, Phase 2-5, a subdivision as per map or plat thereof recorded in Plat Book 22, Page 58 of the Public Records of Leon County, Florida thence leaving said Easterly Open Space boundary run South 30 degrees 01 minute 03 seconds West along the Easterly boundary of said Lot 10 a distance of 95.00 feet to a concrete monument (marked 3293) marking a point of curve concave to the Northwesterly; thence run Southwesterly along said Easterly lot boundary and said curve with a radius of 25.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 39.27 feet, chord being South 75 degrees 01 minutes 03 seconds West 35.36 feet to a concrete monument (marked 3293) lying on the Northeasterly right of way boundary of Sweet Ridge Street; thence leaving said curve and said Easterly lot boundary run South 59 degrees 58 minutes 57 seconds East along said Northeasterly right of way boundary 310.00 feet to a concrete monument (marked 3293) marking a point of curve concave to the Northwesterly; thence run Northeasterly along said Northeasterly right of way boundary and said curve with a radius of 25.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 39.27 feet, chord being North 75 degrees 01 minutes 00 seconds East 35.36 feet to a concrete monument (marked 3293) marking a point of intersection with the Westerly right of way boundary of Crestline Road; thence leaving said Northeasterly right of way boundary and said curve run North 30 degrees 01 minute 03 seconds East along said Westerly right of way boundary 351.94 feet to an iron rod and cap (marked 7160); thence leaving said Westerly right of way boundary run South 59 degrees 58 minutes 57 seconds East 62.00 feet to an iron rod and cap (marked 7160) lying on the Easterly right of way boundary of said Crestline Road; thence run North 30 degrees 01 minute 03 seconds East along said easterly right of way boundary 304.65 feet to an iron rod and cap (marked 7160); thence leaving said Easterly right of way boundary run North 59 degrees 58 minutes 57 seconds West 62.00 feet to an iron rod and cap (marked 7160) lying on said Westerly right of way boundary, said point also marking a point of intersection with the Northerly right of way boundary of Red Sky Street, said point also marking a point of curve concave to the Northwesterly; thence leaving said Westerly right of way boundary run Southwesterly and Northwesterly along said Northerly right of way boundary the following four (4) courses: along said curve with a radius of 25.00 feet; through a central angle of 81 degrees 59 minutes 08 seconds, for an arc distance of 35.77 feet; chord being South 71 degrees 00 minutes 36 seconds West 32.80 feet to an iron rod and cap (marked 7160); thence leaving said curve North 67 degrees 59 minutes 50 seconds West 8.24 feet to an iron rod and cap (marked 7160) to a point of curve concave to the Southerly; along said curve with a radius of 192.00 feet, through a central angle of 11 degrees 45 minutes 10 seconds; for an

arc distance of 39.38 feet, chord being North 73 degrees 52 minutes 24 seconds West 39.31 feet to an iron rod and cap (marked 7160); thence leaving said curve North 79 degrees 44 minutes 59 seconds West 130.37 feet to an iron rod and cap (marked 7160) marking a point of intersection with the Westerly right of way boundary of said Red Sky Street; thence leaving said Northerly right of way boundary run South 10 degrees 15 minutes 01 second West along said Westerly right of way boundary 30.00 feet to an iron rod and cap (marked 7160); thence leaving said Westerly right of way boundary run North 59 degrees 39 minutes 57 seconds West 129.62 feet to an iron rod and cap (marked 7160); thence run South 30 degrees 01 minute 03 seconds West 15.43 feet to the POINT OF BEGINNING.

Containing 4.78 acres, more or less.

ADD FONTANA AND CRESTLINE LEGALS

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

Contractor	Contract/Invoice	Date	Amount
Sandco	Unit I, Phase 6	February 8, 2019	\$267,875.06
Sandco	Frontera St. (contract)		
Sandco	Crestline Road (contract)		\$368,842.25

DISTRICT ENGINEER'S CERTIFICATE

_____, 2019

Board of Supervisors
Canopy Community Development District

Re: Canopy Community Development District (Leon County, Florida)
Acquisition of The Canopy Unit I, Phase 6 Improvements
Acquisition of Fontana Street and Crestline Road Improvements

Ladies and Gentlemen:

The undersigned, a representative of Greenman-Pedersen, Inc., ("**District Engineer**"), as District Engineer for Canopy Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Ox Bottom Mortgage Holdings, LLC ("**Developer**") of certain improvements ("**Improvements**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have inspected the Improvements, as well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.
2. The Improvements have been completed in compliance with the applicable governmental requirements, including but not limited to all permits, City of Tallahassee and Leon County regulations and code and, if applicable, FDOT regulations and code.
3. In my opinion, the Improvements are within the scope of Chapter 190, Florida Statutes, and is expected to be included in the District's capital improvement plan and financed through the issuance of Bonds of the District; were installed in accordance with their specifications; and are free from obstruction and capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are accurate and representative of what was actually paid by Ox Bottom Mortgage Holdings, LLC to create and/or construct the Improvements and in my professional opinion are reasonable, accurate and reasonable unit prices for the construction of said Improvements based on similar projects.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. The Improvements specifically benefit property within the boundaries of the District.
7. With this document, I hereby certify that it is appropriate at this time to transfer the Improvements to the District for ownership, and operation and maintenance responsibilities.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Florida Registration No. _____
District Engineer

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

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

Exhibit A

Identification of Improvements

Ox Bottom Mortgage Holdings, LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

[INSERT DESCRIPTION OF LOCATION OF IMPROVEMENTS]

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

Contractor	Contract/Invoice	Date	Amount
Sandco	Unit I, Phase 6	February 8, 2019	\$267,875.06
Sandco	Frontera St. (contract)		
Sandco	Crestline Road (contract)		\$368,842.25

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF LEON

I, Thomas Asbury, as Manager of Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Thomas Asbury, and I am Manager of Ox Bottom Mortgage Holdings, LLC (the "Developer"). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Canopy Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("District").
4. The District's *Engineer's Report for the Canopy Community Development District*, dated August 2017 as supplemented by the *Supplemental Engineers Report Capital Improvement Revenue Bonds Series 2018*, dated October 2018 (collectively, the "Engineer's Report") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*, ("Improvements")
5. Pursuant to contracts in place between Developer and certain contractors, engineers and construction related professionals, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop the Improvements that are included and described in the Engineer's Report and are part of the District's capital improvement plan. The attached **Exhibit A** accurately identifies the completed Improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements that Developer has developed consistent with the Engineer's Report.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed this ____ day of April, 2019.

**OX BOTTOM MORTGAGE HOLDINGS,
LLC, a Florida limited liability company**

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of April, 2019, by Thomas Asbury, as Manager of Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Identification of Improvements

Ox Bottom Mortgage Holdings, LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

[INSERT DESCRIPTION OF LOCATION OF IMPROVEMENTS]

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

Contractor	Contract/Invoice	Date	Amount
Sandco	Unit I, Phase 6	February 8, 2019	\$267,875.06
Sandco	Frontera St. (contract)		
Sandco	Crestline Road (contract)		\$368,842.25

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **OX BOTTOM MORTGAGE HOLDINGS, LLC**, a Florida limited liability company, whose local mailing address is 4708 Capital Circle NW, Tallahassee, FL 32303 (the “**Seller**”), and in consideration of the sums set forth in the exhibits attached hereto and for other valuable consideration, to it paid by the **CANOPY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services, Inc., 135 W. Central Blvd., Suite 320, Orlando, FL 32801 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components, now a part of the property constructed in and for the District, all located on portions of the real property described in the legal description and as more particularly described in **Exhibit A** attached hereto.

Infrastructure, including but not limited to all plants, trees, timber, shrubbery, and other landscaping and plantings, now a part of the property constructed in and for the District, all located on portions of the real property described in the legal description and as more particularly described in **Exhibit B** attached hereto.

All roadways, including earthwork, roadbed, surfacing, curb, and drainage systems, as well as signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements, now a part of the property constructed in and for the District, all located on portions of the real property described in the legal description and as more particularly described in **Exhibit C** attached hereto.

All conservation open spaces, now a part of the property constructed in and for the District, all located on portions of the real property described in the legal description and as more particularly described in **Exhibit D** attached hereto.

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

AND the Seller does hereby covenant to and with the District, its successors and assigns,

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

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name this ____ day of April, 2019.

**OX BOTTOM MORTGAGE HOLDINGS,
LLC**, a Florida limited liability company

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of April, 2019 by Thomas Asbury as Manager of Ox Bottom Mortgage Holdings, LLC, a Florida limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A

Identification of Improvements – Stormwater Management

Ox Bottom Mortgage Holdings, LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

[INSERT DESCRIPTION OF LOCATION OF IMPROVEMENTS]

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

[illegible]

Exhibit B

Ox Bottom Mortgage Holdings, LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

[INSERT DESCRIPTION OF LOCATION OF IMPROVEMENTS]

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

[illegible]

Exhibit C

Ox Bottom Mortgage Holdings, LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

[INSERT DESCRIPTION OF LOCATION OF IMPROVEMENTS]
[BE SURE TO INCLUDE FRONTERA AND CRESTLINE]

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

[illegible]

Exhibit D

Identification of Improvements – Conservation/Park/Other

Ox Bottom Mortgage Holdings, LLC constructed and/or caused to be completed in and for the Canopy Community Development District, the following improvements all located on portions of the real property described as follows:

[INSERT DESCRIPTION OF LOCATION OF IMPROVEMENTS]

All Improvements are as contemplated by the Engineer's Report and as more generally identified in the chart below:

[illegible]

SECTION IX

SECTION B

SECTION 1

Hopping Green & Sams

Attorneys and Counselors

April 2, 2019

Via Overnight Delivery and E-mail

Sandco Inc.
4708 Capital Circle N.W.
Tallahassee, Florida 32303
Attn: Behzad Ghazvini

RE: Canopy Community Development District ("CDD")
Request for additional payment and extension of time

Dear Mr. Ghazvini:¹

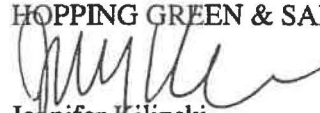
As you are aware, in November 2017, Sandco Inc. ("**Sandco**") and the CDD entered into an Agreement for construction services for the Dove Pond Regional Stormwater Facility Construction Services Project (the "**Agreement**"). The Agreement was for a lump sum of \$3,741,640.00, and the Notice to Proceed provided that work would commence on November 21, 2017, and Final Completion would be on May 18, 2018. Several change orders have amended the Agreement: Change Order #1, dated November 20, 2017, reduced the required insurance limits; Change Order #2, dated February 23, 2018, increased the compensation to \$4,157,710.00 and increased the Agreement time from 126 to 178 calendar days; and Change Order #3, dated May 11, 2018, increased the Agreement time from 178 to 276 days.

The CDD recently received your request for (1) an additional \$307,276.40 in compensation for additional work performed, and (2) a 244-day extension of the contract time (56 rain days and 188 extra work days). Upon review of the documentation submitted by Sandco, the CDD agrees to pay the requested compensation for additional work performed. However, the CDD disputes the requested time extension for rain days and requires additional documentation to evaluate your request. Please provide all supporting documentation for the rain days, including but not limited to any field reports, daily logs, and weather documentation, as required by 12.02 of the Supplementary Conditions that form the Contract Documents.

Further, as Sandco has failed to reach Substantial Completion as required by the Agreement, the District hereby notifies Sandco of its intent to enforce its right to liquidated damages as of approximately August 2, 2018 at the contractual rate of \$500 per calendar day for the first two weeks and \$1,000 per calendar day thereafter, as set forth in the Standard Form of Agreement.

Time remains of the essence for the completion of the Project, and the District expects Sandco to work expeditiously to complete the Project. Nothing in this letter shall be deemed a waiver of any right or remedy the District has against Sandco under the terms of the Agreement or Florida law.

Sincerely,
HOPPING GREEN & SAMS PA



Jennifer Kilinski
District Counsel

cc: Darrin Mossing, District Manager
Tom Asbury, Chairman

¹If Sandco is represented by legal counsel, please direct this correspondence to him or her, and please let us know your counsel's contact information so that any future correspondence can be appropriately addressed.

SECTION 2

May 7, 2019

Canopy Community Development District
City of Tallahassee, Florida

Subject: Work Authorization Number 2
Canopy Community Development District

Dear Chairman, Board of Supervisors:

Greenman-Pedersen, Inc. ("Engineer") is pleased to submit this work authorization to provide engineering services for the Canopy Community Development District ("District"). We will provide these services pursuant to our current agreement dated August 18, 2017 ("Engineering Agreement") as follows:

1. Scope of Work

The District will engage Engineer to:

- Pursuant to the Master Trust Indenture for the 2018A-1, 2018A-2, 2018A-3 and 2018A-4 ("2018 Bonds"), the Engineer will prepare a Public Facilities Report ("Report") to comply with the requirements of 189.08, Florida Statutes. The report shall provide a general description of public facilities owned by the District together with any proposed expansion or replacement planned within the next five years.
- The report shall be prepared in coordination with District Counsel and Developer. As required by the Master Trust Indenture, the report shall be submitted no later than June 30, 2019.
- This report is not intended to be a reserve study.

2. Fees

The District will compensate Engineer a lump sum amount of six thousand dollars and no cents (\$6,000.00). The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement, not to exceed one hundred dollars and no cents (\$100.00).

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Canopy Community Develop

SECTION C

SECTION 1

Canopy
Community Development District

Summary of Checks

March 1, 2019 to April 30, 2019

Bank	Date	Check No.'s	Amount
General Fund	3/7/19	78-80	\$ 81,736.27
	3/8/19	81	\$ 3,905.36
	3/13/19	82	\$ 1,000.00
	3/26/19	83	\$ 2,923.00
	4/5/19	84-85	\$ 500.00
	4/11/19	86-87	\$ -
	4/19/19	88-90	\$ 4,979.39
	4/26/19	91-92	\$ 302.82
			<hr/>
			\$ 95,346.84
			<hr/>
			\$ 95,346.84

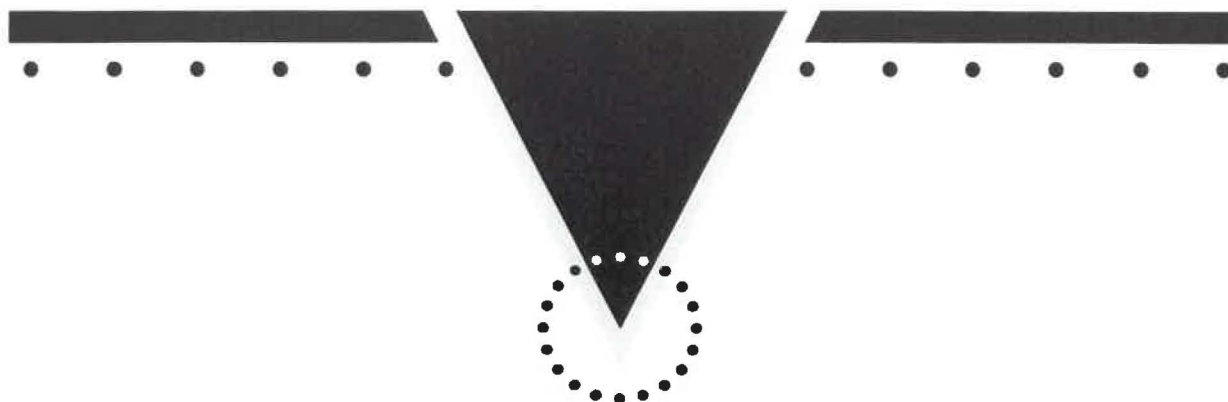
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/07/19	00006	12/10/18 80009	201812 310-51300-49000	D.B.OVEN MEETING 12/4/18		65.50	
				CITY OF TALLAHASSEE			65.50 000078
3/07/19	00005	2/22/19 105662	201901 310-51300-31500	PREP/DRAFT/TRAVEL/ATTEND	*	2,862.00	
				HOPPING GREEN & SAMS			2,862.00 000079
3/07/19	00007	7/17/18 257748	201806 300-13100-20000	BID PREP/EMP REV/ENG. REP	*	17,705.48	
		8/16/18 259593	201807 300-13100-20000	CAPITAL PROJECT JUL18	*	39,475.36	
		9/17/18 261530	201808 300-13100-20000	PLATS/PLAN/BID/CONTRACTS	*	12,325.87	
		11/21/18 265101	201810 300-13100-20000	ATTEND CDD MTG/REG REVIEW	*	3,600.37	
		12/19/18 266787	201811 300-13100-20000	ATTEND CDD MTG/RESEARCH	*	1,730.45	
		1/21/19 268243	201812 300-13100-20000	CDD MTG/PHASING PLAN/TAX	*	3,795.76	
		2/08/19 269347	201901 300-13100-20000	COOR. PROJECT BIDS	*	175.48	
				GREENMAN-PEDERSEN, INC			78,808.77 000080
3/08/19	00001	3/01/19 23	201903 310-51300-34000	MANAGEMENT FEES-MAR19	*	2,916.67	
		3/01/19 23	201903 310-51300-35100	INFO TECH-MAR19	*	83.00	
		3/01/19 23	201903 310-51300-31300	DISSEMINATION-MAR19	*	500.00	
		3/01/19 23	201903 310-51300-51000	OFFICE SUPPLIES	*	20.03	
		3/01/19 23	201903 310-51300-42000	POSTAGE	*	3.56	
		3/01/19 23	201903 310-51300-42500	COPIES	*	115.95	
		3/01/19 23	201903 310-51300-41000	TELEPHONE	*	10.83	
		3/01/19 23	201903 310-51300-48000	CDD NOTICE 1/8-1/24/19	*	255.32	
				GOVERNMENTAL MANAGEMENT SERVICES			3,905.36 000081
3/13/19	00011	3/11/19 031119	201903 300-20700-10000	CAPITAL PROJECT FUNDS	*	1,000.00	
				CANOPY			1,000.00 000082
				CANO CANOPY CDD KCOSTA			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/26/19	00005	3/19/19 106084	201902 310-51300-31500	REIMB/AMENITY CENTER/MTG	*	2,923.00	
				HOPPING GREEN & SAMS			2,923.00 000083
4/05/19	00012	3/28/19 1	201903 310-51300-49000	AMORTIZATION SERIES 2018A	*	500.00	
				DISCLOSURE SERVICES			500.00 000084
4/05/19	00013	2/22/19 1205	201902 310-51300-35100	WEB DESIGN	*	1,200.00	
		2/22/19 1205	201902 310-51300-35100	WEB DESIGN	V	1,200.00-	
				NEWAGETUTORS LLC			.00 000085
4/11/19	00006	3/31/19 80669	201901 310-51300-49000	D.B. OVEN MEETING 1/22/19	*	65.50	
		3/31/19 80670	201902 310-51300-49000	D.B. OVEN MEETING 2/5/19	*	65.50	
		3/31/19 80671	201903 310-51300-49000	D.B. OVEN MEETING 3/5/19	*	65.50	
		3/31/19 80669	201901 310-51300-49000	D.B. OVEN MEETING 1/22/19	V	65.50-	
		3/31/19 80670	201902 310-51300-49000	D.B. OVEN MEETING 2/5/19	V	65.50-	
		3/31/19 80671	201903 310-51300-49000	D.B. OVEN MEETING 3/5/19	V	65.50-	
				CITY OF TALLAHASSEE			.00 000086
4/15/19	00001	4/01/19 24	201904 310-51300-34000	MANAGEMENT FEES-APR19	*	2,916.67	
		4/01/19 24	201904 310-51300-35100	INFO TECH-APR19	*	83.33	
		4/01/19 24	201904 310-51300-31300	DISSEMINATION-APR19	*	500.00	
		4/01/19 24	201904 310-51300-51000	OFFICE SUPPLIES	*	.06	
		4/01/19 24	201904 310-51300-42000	POSTAGE	*	21.18	
		4/01/19 24	201904 310-51300-42500	COPIES	*	61.65	
		4/01/19 24	201904 310-51300-34000	MANAGEMENT FEES-APR19	V	2,916.67-	
		4/01/19 24	201904 310-51300-35100	INFO TECH-APR19	V	83.33-	
		4/01/19 24	201904 310-51300-31300	DISSEMINATION-APR19	V	500.00-	

CANO CANOPY CDD KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		4/01/19 24	201904 310-51300-51000	OFFICE SUPPLIES	V	.06-	
		4/01/19 24	201904 310-51300-42000	POSTAGE	V	21.18-	
		4/01/19 24	201904 310-51300-42500	COPIES	V	61.65-	
				GOVERNMENTAL MANAGEMENT SERVICES			.00 000087
4/19/19	00006	3/05/19 80671	201903 310-51300-49000	D.B. OVEN MEETING 3/5/19	*	65.50	
		3/31/19 80669	201901 310-51300-49000	D.B. OVEN MEETING 1/22/19	*	65.50	
		3/31/19 80670	201902 310-51300-49000	D.B. OVEN MEETING 2/5/19	*	65.50	
				CITY OF TALLAHASSEE			196.50 000088
4/19/19	00001	4/01/19 24	201904 310-51300-34000	MANAGEMENT FEES APR19	*	2,916.67	
		4/01/19 24	201904 310-51300-35100	INFO TECH APR19	*	83.33	
		4/01/19 24	201904 310-51300-31300	DISSEMINATION APR19	*	500.00	
		4/01/19 24	201904 310-51300-51000	OFFICE SUPPLIES	*	.06	
		4/01/19 24	201904 310-51300-42000	POSTAGE	*	21.18	
		4/01/19 24	201904 310-51300-42500	COPIES	*	61.65	
				GOVERNMENTAL MANAGEMENT SERVICES			3,582.89 000089
4/19/19	00013	2/22/19 1205	201902 310-51300-35100	WEB DESIGN	*	1,200.00	
				NEWAGETUTORS LLC			1,200.00 000090
4/26/19	00006	4/10/19 80759	201904 310-51300-49000	D.B. OVEN MEETING 4/2/19	*	65.50	
				CITY OF TALLAHASSEE			65.50 000091
4/26/19	00003	3/08/19 2372764	201903 310-51300-48000	NOT OF REQUEST OF QUAL	*	237.32	
				TALLAHASSEE DEMOCRAT			237.32 000092
				TOTAL FOR BANK A		95,346.84	
				TOTAL FOR REGISTER		95,346.84	
				CANO CANOPY CDD	KCOSTA		

SECTION 2



**Canopy
Community Development District**

Unaudited Financial Reporting

March 31, 2019



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund Income Statement</u>
4	<u>Debt Service Fund - Series 2018 A1 & A2</u>
5	<u>Debt Service Fund - Series 2018 A3</u>
6	<u>Debt Service Fund - Series 2018 A4</u>
7	<u>Capital Project Fund - Series 2018 A1 & A2</u>
8	<u>Capital Project Fund - Series 2018 A3</u>
9	<u>Capital Project Fund - Series 2018 A4</u>
10	<u>Capital Project Fund</u>
11-12	<u>Month to Month</u>
13	<u>Assessment Receipt Schedule</u>

Canopy
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
March 31, 2019

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECT</u>	<u>TOTAL</u>
<u>ASSETS:</u>				
CASH	\$138,958	\$0	\$292,913	\$431,870
INVESTMENTS				
SERIES 2018 A1 & A2				
RESERVE A1	\$0	\$82,146	\$0	\$82,146
PREPAYMENT A2	\$0	\$112,883	\$0	\$112,883
CONSTRUCTION	\$0	\$0	\$7,352,848	\$7,352,848
COSTS OF ISSUANCE	\$0	\$0	\$21,066	\$21,066
SERIES 2018 A3				
RESERVE A3	\$0	\$104,688	\$0	\$104,688
CONSTRUCTION	\$0	\$0	\$607	\$607
CONSTRUCTION-RESTRICTED	\$0	\$0	\$1,508,696	\$1,508,696
COSTS OF ISSUANCE	\$0	\$0	\$7,478	\$7,478
SERIES 2018 A4				
RESERVE A4	\$0	\$32,714	\$0	\$32,714
REVENUE A4	\$0	\$63,167	\$0	\$63,167
CONSTRUCTION	\$0	\$0	\$190	\$190
COSTS OF ISSUANCE	\$0	\$0	\$2,638	\$2,638
TOTAL ASSETS	<u>\$138,958</u>	<u>\$395,599</u>	<u>\$9,186,437</u>	<u>\$9,720,993</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$11,875	\$0	\$30,830	\$42,705
CONTRACTS PAYABLE	\$0	\$0	\$291,913	\$291,913
DUE TO CAPITAL	\$84,458	\$0	\$0	\$84,458
DUE TO DEVELOPER	\$0	\$0	\$2,752,023	\$2,752,023
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$42,625	\$0	\$0	\$42,625
RESTRICTED FOR DEBT SERVICE 2018 A1 & A2	\$0	\$195,029	\$0	\$195,029
RESTRICTED FOR DEBT SERVICE 2018 A3	\$0	\$104,688	\$0	\$104,688
RESTRICTED FOR DEBT SERVICE 2018 A4	\$0	\$95,882	\$0	\$95,882
RESTRICTED FOR CAPITAL PROJECTS 2018 A1 & A3	\$0	\$0	\$7,373,914	\$7,373,914
RESTRICTED FOR CAPITAL PROJECTS 2018 A3	\$0	\$0	\$1,516,781	\$1,516,781
RESTRICTED FOR CAPITAL PROJECTS 2018 A4	\$0	\$0	\$2,829	\$2,829
RESTRICTED FOR CAPITAL PROJECTS	\$0	\$0	(\$2,781,853)	(\$2,781,853)
TOTAL LIABILITIES & FUND EQUITY	<u>\$138,958</u>	<u>\$395,599</u>	<u>\$9,186,437</u>	<u>\$9,720,993</u>

Canopy

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures For The Period Ending March 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 3/31/19	ACTUAL 3/31/19	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$29,760	\$28,592	\$28,592	\$0
ASSESSMENTS - DIRECT	\$105,692	\$52,846	\$52,846	\$0
DEVELOPER CONTRIBUTIONS	\$185,273	\$92,637	\$14,492	(\$78,145)
INTEREST	\$500	\$250	\$0	(\$250)
MISCELLANEOUS INCOME	\$2,500	\$1,250	\$0	(\$1,250)
TOTAL REVENUES	\$323,725	\$175,575	\$95,930	(\$79,645)
EXPENDITURES:				
ADMINISTRATIVE				
ENGINEERING	\$12,000	\$6,000	\$0	\$6,000
ARBITRAGE	\$2,400	\$0	\$0	\$0
DISSEMINATION	\$8,000	\$2,500	\$2,500	\$0
ATTORNEY	\$25,000	\$12,500	\$24,364	(\$11,864)
ANNUAL AUDIT	\$5,000	\$0	\$0	\$0
TRUSTEE FEES	\$10,000	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$2,500	(\$2,500)
MANAGEMENT FEES	\$35,000	\$17,500	\$17,500	(\$0)
INFORMATION TECHNOLOGY	\$2,500	\$1,250	\$1,666	(\$416)
TRAVEL	\$250	\$125	\$0	\$125
TELEPHONE	\$250	\$125	\$32	\$93
POSTAGE	\$1,500	\$750	\$173	\$577
PRINTING & BINDING	\$1,500	\$750	\$457	\$293
INSURANCE	\$6,000	\$6,000	\$5,000	\$1,000
LEGAL ADVERTISING	\$5,000	\$2,500	\$726	\$1,774
OTHER CURRENT CHARGES	\$1,000	\$500	\$968	(\$468)
OFFICE SUPPLIES	\$1,000	\$500	\$101	\$399
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL MAINTENANCE EXPENDITURES	\$116,575	\$51,175	\$56,162	(\$4,987)

Canopy

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 3/31/19	ACTUAL 3/31/19	VARIANCE
<u>MAINTENANCE</u>				
<u>COMMON AREA</u>				
LANDSCAPE MAINTENANCE	\$62,500	\$31,250	\$0	\$31,250
LANDSCAPE CONTINGENCY	\$12,500	\$6,250	\$0	\$6,250
PLANT REPLACEMENTS	\$7,500	\$3,750	\$0	\$3,750
IRRIGATION - REPAIRS	\$5,000	\$2,500	\$0	\$2,500
IRRIGATION - WATER	\$10,000	\$5,000	\$0	\$5,000
IRRIGATION - ELECTRIC	\$2,500	\$1,250	\$0	\$1,250
WETLAND MAINTENANCE	\$3,750	\$1,875	\$0	\$1,875
WETLAND MITIGATION REPORTING	\$1,250	\$625	\$0	\$625
LAKE MAINTENANCE	\$7,500	\$3,750	\$0	\$3,750
REPAIRS & MAINTENANCE	\$12,500	\$6,250	\$0	\$6,250
OPERATING SUPPLIES	\$1,250	\$625	\$0	\$625
<u>AMENITY CENTER</u>				
AMENITY MANAGEMENT STAFFING	\$18,750	\$9,375	\$0	\$9,375
POOL ATTENDANTS	\$3,750	\$1,875	\$0	\$1,875
JANITORIAL	\$3,750	\$1,875	\$0	\$1,875
POOL MAINTENANCE	\$3,750	\$1,875	\$0	\$1,875
POOL CHEMICALS	\$1,875	\$938	\$0	\$938
POOL PERMITS	\$188	\$0	\$0	\$0
POOL - ELECTRIC	\$3,750	\$1,875	\$0	\$1,875
POOL - WATER	\$250	\$125	\$0	\$125
TELEPHONE	\$625	\$313	\$0	\$313
WATER/SEWER	\$1,250	\$625	\$0	\$625
GAS	\$125	\$63	\$0	\$63
TRASH	\$600	\$300	\$0	\$300
PEST CONTROL	\$300	\$150	\$0	\$150
TERMITE BOND	\$188	\$94	\$0	\$94
INSURANCE - PROPERTY	\$6,250	\$6,250	\$0	\$6,250
CABLE/INTERNET	\$1,875	\$938	\$0	\$938
ACCESS CARDS	\$625	\$313	\$0	\$313
ACTIVITIES	\$3,750	\$1,875	\$0	\$1,875
SECURITY/ALARMS/REPAIR	\$8,750	\$4,375	\$0	\$4,375
REPAIRS & MAINTENANCE	\$8,750	\$4,375	\$0	\$4,375
OFFICE SUPPLIES	\$500	\$250	\$0	\$250
HOLIDAY DECORATIONS	\$1,250	\$625	\$0	\$625
<u>OTHER</u>				
CONTINGENCY	\$1,250	\$625	\$0	\$625
CAPITAL RESERVE	\$8,750	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$207,151	\$102,232	\$0	\$102,232
TOTAL EXPENDITURES	\$323,726	\$153,407	\$56,162	\$97,245
EXCESS REVENUES (EXPENDITURES)	(\$1)		\$39,768	
FUND BALANCE - Beginning	\$0		\$2,857	
FUND BALANCE - Ending	\$0		\$42,625	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 2 - SERIES 2018 A1 & A2
Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

ADOPTED BUDGET	PRORATED BUDGET 3/31/19	ACTUAL 3/31/19	Variance
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REVENUES

ASSESSMENTS - DIRECT	\$522,530	\$0	\$0	\$0
PREPAYMENTS	\$0	\$0	\$112,850	\$112,850
BOND PROCEEDS	\$0	\$0	\$82,146	\$82,146
INTEREST	\$500	\$500	\$508	\$8
TOTAL REVENUES	\$523,030	\$500	\$195,505	\$195,005

EXPENDITURES

INTEREST A1 - 11/1	\$25,521	\$25,521	\$0	\$25,521
PRINCIPAL A1 - 5/1	\$70,000	\$0	\$0	\$0
INTEREST A1 - 5/1	\$67,555	\$0	\$0	\$0
INTEREST A2 - 11/1	\$60,347	\$60,347	\$0	\$60,347
INTEREST A2 - 5/1	\$159,743	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$475	-\$475
TOTAL EXPENDITURES	\$383,166	\$85,868	\$475	\$85,393
EXCESS REVENUES (EXPENDITURES)	\$139,864		\$195,029	
FUND BALANCE - BEGINNING	\$85,868		\$0	
FUND BALANCE - ENDING	\$225,732		\$195,029	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 3 - SERIES 2018 A3
Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

ADOPTED BUDGET	PRORATED BUDGET 3/31/19	ACTUAL 3/31/19	Variance
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REVENUES

ASSESSMENTS - DIRECT	\$304,735	\$0	\$0	\$0
BOND PROCEEDS	\$0	\$0	\$104,688	\$104,688
INTEREST	\$250	\$250	\$606	\$356

TOTAL REVENUES	\$304,985	\$250	\$105,293	\$105,043
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EXPENDITURES

INTEREST - 11/1	\$57,561	\$57,561	\$0	\$57,561
INTEREST - 5/1	\$152,368	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$606	-\$606

TOTAL EXPENDITURES	\$209,929	\$57,561	\$606	\$56,955
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EXCESS REVENUES (EXPENDITURES)	\$95,056	\$104,688		
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FUND BALANCE - BEGINNING	\$57,561	\$0		
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FUND BALANCE - ENDING	\$152,617	\$104,688		
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Canopy
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
ASSESSMENT AREA 1 - SERIES 2018 A4
Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

ADOPTED BUDGET	PRORATED BUDGET 3/31/19	ACTUAL 3/31/19	Variance
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REVENUES

ASSESSMENTS - TAX ROLL	\$65,425	\$63,052	\$63,052	\$0
BOND PROCEEDS	\$0	\$0	\$32,714	\$32,714
INTEREST	\$250	\$250	\$304	\$54
TOTAL REVENUES	\$65,675	\$63,302	\$96,071	\$32,769

EXPENDITURES

INTEREST - 11/1	\$9,470	\$9,470	\$0	\$9,470
PRINCIPAL - 5/1	\$30,000	\$0	\$0	\$0
INTEREST - 5/1	\$25,069	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$189	-\$189
TOTAL EXPENDITURES	\$64,539	\$9,470	\$189	\$9,281

EXCESS REVENUES (EXPENDITURES)	\$1,136	\$95,882
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FUND BALANCE - BEGINNING	\$9,471	\$0
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FUND BALANCE - ENDING	\$10,607	\$95,882
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Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND - SERIES A1 & A2

Statement of Revenues & Expenditures

For The Period Ending March 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 3/31/19	ACTUAL 3/31/19	Variance
<u>REVENUES</u>				
BOND PROCEEDS	\$0	\$0	\$7,622,854	\$7,622,854
TRANSFER IN	\$0	\$0	\$475	\$475
INTEREST	\$0	\$0	\$42,504	\$42,504
TOTAL REVENUES	\$0	\$0	\$7,665,833	\$7,665,833
<u>EXPENDITURES</u>				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COI	\$0	\$0	\$291,918	-\$291,918
TOTAL EXPENDITURES	\$0	\$0	\$291,918	-\$291,918
EXCESS REVENUES (EXPENDITURES)	\$0		\$7,373,914	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$7,373,914	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND - SERIES A3
Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

ADOPTED BUDGET	PRORATED BUDGET 3/31/19	ACTUAL 3/31/19	Variance
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REVENUES

BOND PROCEEDS	\$0	\$0	\$2,630,313	\$2,630,313
TRANSFER IN	\$0	\$0	\$606	\$606
INTEREST	\$0	\$0	\$8,741	\$8,741
TOTAL REVENUES	\$0	\$0	\$2,639,659	\$2,639,659

EXPENDITURES

CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$1,019,258	-\$1,019,258
CAPITAL OUTLAY - COI	\$0	\$0	\$103,621	-\$103,621
TOTAL EXPENDITURES	\$0	\$0	\$1,122,878	-\$1,122,878
EXCESS REVENUES (EXPENDITURES)	\$0		\$1,516,781	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$1,516,781	

Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND - SERIES A4
Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

ADOPTED BUDGET	PRORATED BUDGET 3/31/19	ACTUAL 3/31/19	Variance
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REVENUES

BOND PROCEEDS	\$0	\$0	\$932,286	\$932,286
TRANSFER IN	\$0	\$0	\$189	\$189
INTEREST	\$0	\$0	\$16	\$16

TOTAL REVENUES	\$0	\$0	\$932,491	\$932,491
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EXPENDITURES

CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$893,101	-\$893,101
CAPITAL OUTLAY - COI	\$0	\$0	\$36,561	-\$36,561

TOTAL EXPENDITURES	\$0	\$0	\$929,662	-\$929,662
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EXCESS REVENUES (EXPENDITURES)	\$0	\$2,829
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FUND BALANCE - BEGINNING	\$0	\$0
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FUND BALANCE - ENDING	\$0	\$2,829
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Canopy
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND
Statement of Revenues & Expenditures
For The Period Ending March 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 3/31/19	ACTUAL 3/31/19	Variance
<u>REVENUES</u>				
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$1,000	\$1,000
TOTAL REVENUES	\$0	\$0	\$1,000	\$1,000
<u>EXPENDITURES</u>				
CAPITAL OUTLAY	\$0	\$0	\$881,710	-\$881,710
PROFESSIONAL FEES	\$0	\$0	\$40,132	-\$40,132
TOTAL EXPENDITURES	\$0	\$0	\$921,841	-\$921,841
EXCESS REVENUES (EXPENDITURES)	\$0		-\$920,841	
FUND BALANCE - BEGINNING	\$0		-\$1,861,011	
FUND BALANCE - ENDING	\$0		-\$2,781,853	

**Canopy
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX ROLL	\$0	\$1,531	\$26,093	\$934	\$34	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,592
ASSESSMENTS - DIRECT	\$0	\$0	\$0	\$35,231	\$0	\$17,615	\$0	\$0	\$0	\$0	\$0	\$0	\$52,846
DEVELOPER CONTRIBUTIONS	\$10,597	\$3,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,492
INTEREST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$10,597	\$5,425	\$26,093	\$36,165	\$34	\$17,615	\$0	\$0	\$0	\$0	\$0	\$0	\$95,930
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$0	\$500	\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
ATTORNEY	\$5,709	\$5,982	\$0	\$2,862	\$2,923	\$6,888	\$0	\$0	\$0	\$0	\$0	\$0	\$24,364
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$17,500
INFORMATION TECHNOLOGY	\$50	\$83	\$83	\$83	\$1,283	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$1,666
TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$21	\$0	\$0	\$0	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$32
POSTAGE	\$4	\$26	\$81	\$31	\$28	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$173
PRINTING & BINDING	\$106	\$4	\$142	\$12	\$77	\$116	\$0	\$0	\$0	\$0	\$0	\$0	\$457
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
LEGAL ADVERTISING	\$102	\$0	\$0	\$0	\$131	\$493	\$0	\$0	\$0	\$0	\$0	\$0	\$726
OTHER CURRENT CHARGES	\$81	\$81	\$81	\$66	\$81	\$581	\$0	\$0	\$0	\$0	\$0	\$0	\$968
OFFICE SUPPLIES	\$21	\$0	\$20	\$20	\$20	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$101
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL MAINTENANCE EXPENDITURES	\$16,664	\$9,614	\$3,823	\$6,491	\$7,959	\$11,611	\$0	\$0	\$0	\$0	\$0	\$0	\$56,162

Canopy Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<u>MAINTENANCE</u>													
<u>COMMON AREA</u>													
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANT REPLACEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MITIGATION REPORTING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>AMENITY CENTER</u>													
AMENITY MANAGEMENT STAFFING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL ATTENDANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JANITORIAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL CHEMICALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL PERMITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WATER/SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GAS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRASH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TERMITE BOND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSURANCE - PROPERTY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CABLE/INTERNET	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACCESS CARDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACTIVITIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY/ALARMS/REPAIR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HOLIDAY DECORATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>OTHER</u>													
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MAINTENANCE EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$16,664	\$9,614	\$3,823	\$6,491	\$7,959	\$11,611	\$0	\$0	\$0	\$0	\$0	\$0	\$56,162
EXCESS REVENUES (EXPENDITURES)	(\$6,067)	(\$4,188)	\$22,270	\$29,674	(\$7,925)	\$6,004	\$0	\$0	\$0	\$0	\$0	\$0	\$39,768

SECTION 3

Canopy

Community Development District

FY19 Funding Request #7

April 30, 2019

Capital Project FY2019

Payee

1	Hopping Green & Sams		
	Inv# 106876 - Project Construction - March 2019	\$	998.35
		\$	998.35

Total: \$ 998.35

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

STATEMENT

April 22, 2019

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

Bill Number 106876
Billed through 03/31/2019

Project Construction

CANCDD 00103 JLK

FOR PROFESSIONAL SERVICES RENDERED

03/08/19	JLK	Continue review of documentation for change order requests.	1.30 hrs
03/19/19	JLK	Confer with engineer and DM regarding unit 3 releases and finalization of recording related to same; confer regarding work product; review draft RSH offer letter.	0.90 hrs
03/20/19	JLK	Update unit 3 site work RFP documents and disseminate same; review/edit wetland monitoring agreement.	0.80 hrs
03/21/19	JLK	Finalize RS&H letter; review Sandco determinations; confer with engineer and chair on same.	0.60 hrs
Total fees for this matter			\$954.00

DISBURSEMENTS

Document Reproduction	25.50
Total disbursements for this matter	\$25.50

MATTER SUMMARY

Kilinski, Jennifer L.	3.60 hrs	265 /hr	\$954.00
TOTAL FEES			\$954.00
TOTAL DISBURSEMENTS			\$25.50
INTEREST CHARGE ON PAST DUE BALANCE			\$18.85
TOTAL CHARGES FOR THIS MATTER			<u>\$998.35</u>

BILLING SUMMARY

Kilinski, Jennifer L.	3.60 hrs	265 /hr	\$954.00
TOTAL FEES			\$954.00
TOTAL DISBURSEMENTS			\$25.50

=====

INTEREST CHARGE ON PAST DUE BALANCE

\$18.85

TOTAL CHARGES FOR THIS BILL

\$998.35

Please include the bill number on your check.

SECTION 4



MARK S. EARLEY
SUPERVISOR OF ELECTIONS
LEON COUNTY, FLORIDA

April 22, 2019

Dear Jorgi Algard :

In response to your email we are happy to provide the number of registered voters for the Canopy CDD as of April 15, 2019. The voter registration total that you requested is as follows:

Canopy CDD: 102 registered voters

These determinations were made using our voter registration database and the current map of the district. We hope this information satisfies your requirements. If you need additional assistance please contact Johnny To, Demographics/GIS Manager at

(850) 606-8683 or via email at ToJ@leoncountyfl.gov.

Sincerely,

Mark Earley