

*Canopy Community  
Development District*

*Agenda*

*December 10, 2019*

# *Canopy*

## *Community Development District*

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

December 4, 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, December 10, 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 November 12, 2019 Meeting
4. Consideration of Resolution 2020-01 Approving RFP Documents
5. Consideration of Work Authorization for Amenity Center Construction Management Services
6. Consideration of Change Orders #4 and #5 for Dove Pond Regional Stormwater Project (to be provided under separate cover)
7. Consideration of Reimbursement Agreement between Canopy Community Development District & Ox Bottom Mortgage Holdings, LLC (to be provided under separate cover)
8. Discussion of Landscape Maintenance Request for Proposals
9. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Discussion of Waluanee Construction Schedule
  - C. District Manager's Report
    - i. Approval of Check Register Summary and Requisition Summary
    - ii. Balance Sheet and Income Statement
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 November 12, 2019 meeting. A copy of the minutes are enclosed for your review and approval.

The fourth order of business is Consideration of Resolution 2020-01 Approving RFP Documents. Enclosed for your review and approval is the resolution and project manual.

The fifth order of business is Consideration of Work Authorization for Amenity Center Construction Management Services. Enclosed for your review and approval is a copy of the work authorization. Exhibit A will be provided to you under separate cover.

The sixth order of business is Consideration of Change Orders #4 and #5 for Dove Pond Regional Stormwater Project. Copies of the change orders will be provided to you under separate cover.

The seventh order of business is Consideration of Reimbursement Agreement between Canopy Community Development District & Ox Bottom Mortgage Holdings, LLC. Copies of the agreement will be provided to you under separate cover.

The ninth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 is the approval of check register summary and requisition summary. A copy of the check register is enclosed for your review and approval. Also included are Requisition Nos. 3 & 4 are included for your review and approval. Sub-Section 2 is the balance sheet and income statement for your review. 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  
Bill Johnson, District Engineer  
Darrin Mossing Jr., GMS

Enclosures

# AGENDA

# *Canopy*

## *Community Development District*

### *Meeting Agenda*

Tuesday  
December 10, 2019  
11:00 AM

Hopping Green & Sams  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

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## SECTION IV

## **RESOLUTION 2020-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR THE AMENITY CENTER CONSTRUCTION PROJECT PROJECT; 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 created and existing pursuant to Chapter 190, *Florida Statutes* (the “Act”); and

**WHEREAS**, the Act authorizes the District to construct, acquire, operate and maintain certain public improvements; and

**WHEREAS**, it is in the District’s best interests to competitively solicit proposals through a Request for Proposals (the “RFP”) process for the construction of an amenity center facility and other related improvements within the District (the “Project”); and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto as **Composite Exhibit A**; and

**WHEREAS**, the Board desires to authorize the Vice Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, as is in the best interests of the District.

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

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

**SECTION 2.** The Board hereby approves the distribution and issuance of the RFP for the Project, and approves in substantial form the RFP Notice, Instructions to Proposers, and Evaluation Criteria as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District’s Vice Chairman. The Board further authorizes the Vice Chairman, in consultation with District staff, to finalize the RFP Project Manual and authorizes issuance of the publication of the RFP Notice as finally approved.

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

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of December 2019.

**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

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Chairman, Board of Supervisors

**Composite Exhibit A:**      RFP Notice  
                                     Instructions to Proposers  
                                     Evaluation Criteria



**COMPOSITE EXHIBIT A**

***CANOPY  
COMMUNITY  
DEVELOPMENT DISTRICT***

**PROJECT MANUAL**

**FOR**

**CONSTRUCTION SERVICES FOR  
AMENITY CENTER**

\_\_\_\_\_, 2019

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

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**CANOPY COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**CONSTRUCTION SERVICES FOR AMENITY CENTER CONSTRUCTION PROJECT  
TALLAHASSEE, FLORIDA**

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

**Amenity Center Construction Project**

The contract will require contractors to provide for the construction, labor, materials and equipment necessary to construct and install certain Amenity Center related improvements and other associated work necessary to complete such improvements, as more particularly described in the Project Manual and in accordance with the plans and specifications. The scope is as more particularly described in the Project Manual and in accordance with the plans and specifications. Proposers must meet the following minimum qualifications: (1) Proposer is able to furnish a bond or other form of security in the amount of the Project to the District; (2) Proposer is authorized to do business in Florida; and (3) Proposer is registered with Leon County and is a licensed contractor in the State of Florida.

The Project Manual will be available beginning \_\_\_\_\_, 2019 at \_\_:00 P.M. EST at the offices of Conn & Associates Architects, Inc., 1960-C Buford Boulevard, Tallahassee, Florida 32308, for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein may preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal submission package including the contract documents, and construction plans and specifications. Please make checks payable to the Canopy Community Development District.

There will be a **mandatory pre-proposal conference** at the offices of the Project Architect, Conn & Associates, located at 1960-C Buford Boulevard, Tallahassee, Florida 32308, on \_\_\_\_\_, 2019 at \_\_:00p.m. Failure to attend the mandatory pre-proposal conference may preclude the District’s consideration of a proposal submitted by a non-attending proposer.

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

Firms desiring to provide construction services for the referenced project must submit six (6) hard copies and one (1) electronic copy of the required proposal no later than \_\_:00 p.m. on \_\_\_\_\_, 2019 at the offices of Conn & Associates Architects, Inc., 1960-C Buford Boulevard, Tallahassee, Florida 32308, where the proposals will be publicly opened at that time consistent with Florida law. No official action will be taken at the opening. The proposal opening is open to the public and will be conducted in

accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. A copy of the agenda may be obtained from the District Manager at c/o Governmental Management Services – Central Florida LLC, 135 W Central Blvd. Suite 320, Orlando, FL 32801, (407) 841-5524. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager at least forty-eight (48) hours before the meeting by contacting Governmental Management Services – Central Florida LLC, (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Manager.

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

All questions regarding the Project Manual or this project shall be directed in writing only to the Project Architect, Ben Hokkanen, [benh@connarchitects.com](mailto:benh@connarchitects.com), with a copy to Jennifer Kilinski, at [jenk@hgslaw.com](mailto:jenk@hgslaw.com) by 5:00 p.m. on \_\_\_\_\_, 2019. No phone inquiries please.

Canopy Community Development District  
District Manager

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

**CANOPY COMMUNITY DEVELOPMENT DISTRICT  
INSTRUCTIONS TO PROPOSERS**

**CONSTRUCTION SERVICES FOR AMENITY CENTER CONSTRUCTION PROJECT  
TALLAHASSEE, FLORIDA**

**Solicitation and Award Process:**

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

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than \_\_\_\_:00 a.m./p.m., \_\_\_\_\_, 2019 at the offices of the Project Architect, Conn & Associates Architects, Inc., located at 1960-C Buford Boulevard, Tallahassee, Florida 32308. Proposals will be publicly opened at that time.

**SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE.** A mandatory pre-proposal conference will be held on this Project at the offices of the Project Architect, Conn & Associates Architects, Inc., located at 1960-C Buford Boulevard, Tallahassee, Florida 32308, on \_\_\_\_\_, 2019 at \_\_\_\_:00 p.m. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. The District reserves the right to preclude consideration of a Proposal from any Proposer that does not have an authorized representative present at said conference.

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

**SECTION 4. SIGNATURE ON PROPOSAL.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly identify and acknowledge receipt of all Addenda on the Proposal Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of

the state under the laws of which the corporation was chartered. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so, upon request by the District.

**SECTION 5. FAMILIARITY WITH THE LAW.** By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations and at the pricing set forth in the submitted Proposal.

**SECTION 6. QUALIFICATIONS OF THE PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

**SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

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

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

**SECTION 9. SUBMISSION OF PROPOSALS.** Submit six (6) hard copies and one (1) electronic copy of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, “RESPONSE TO REQUEST FOR PROPOSALS – CANOPY CDD – CONSTRUCTION SERVICES FOR AMENITY CENTER CONSTRUCTION

PROJECT” on the face of it. Proposals shall be deposited at the designated location prior to the time and date for receipt of Proposals indicated in the Request for Proposal, or any time extension thereof made by Addendum. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or email Proposals are invalid and will not be considered.

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

**SECTION 11. PROJECT MANUAL.** The Project Manual will be available on \_\_\_\_\_ 2019 at \_\_:00 p.m. through \_\_\_\_\_, 2019 at \_\_:00 p.m. at the offices of Project Architect, Conn & Associates Architects, Inc., located at 1960-C Buford Boulevard, Tallahassee, Florida 32308, (850) 878-8784.

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

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



**SECTION 13. PROPOSAL SECURITY (PROPOSAL BOND).** The Proposal shall be accompanied by Proposal Security in the form of a Proposal Bond executed by the Proposer and a surety duly qualified to do business in the State of Florida, and countersigned by a Florida resident agent, or either a certified or cashier's check drawn on any national bank in an amount equal to **five percent (5%)** of the Proposal amount made payable to the Canopy Community Development District. Said Proposal Security guarantees the Proposer will not withdraw from the competition after opening the Proposals and, in the event the Contract is awarded to the Proposer, it will execute the Contract and furnish the required payment and performance bonds within **seven (7) calendar days** after notification. The Proposal Security shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty **(120) days** after the Proposals are awarded. If it withdraws or fails to provide the payment and performance bonds or other acceptable bond form, the Proposal Security and all proceeds therefrom shall become the property of the District. After Proposals have been satisfactorily evaluated by the District, the Proposal Securities accompanying Proposals, which in the District's judgment would not likely be considered for the award, may be returned. All other Proposal Securities will be held until the award has been made and executed, after which the Proposal Securities will be returned to the respective Proposers who tendered same.

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

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

**SECTION 15. FLORIDA TRENCH SAFETY ACT.** Proposers shall complete and submit the Florida Trench Safety Act Statements, in accordance with the requirements of Chapter 553,

*Florida Statutes*. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed.

**SECTION 16. MINIMUM QUALIFICATIONS OF THE PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. Minimum qualifications for the work are: (1) Proposer is able to furnish a bond or other form of security in the amount of the Project to the District; (2) Proposer is authorized to do business in Florida; and (3) Proposer is registered with Leon County and is a licensed contractor in the State of Florida. The Proposer shall submit with its Proposal satisfactory evidence of suitable experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

**SECTION 17. PERFORMANCE AND PAYMENT BONDS.** Each Proposer should submit a Letter of Qualification from an acceptable Surety Company (on Surety letterhead), or an acceptable bank in the form of a demand note or similar bond form, stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Section 255 forms of bonds, Surety shall comply with the following provisions:

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

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

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

delivered to the District and the Project Architect. Upon receipt of the bonds the District may issue a Notice to Proceed.

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

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

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

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

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

additional insureds, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

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

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

**SECTION 25. INDEMNIFICATION.** The successful Proposer shall fully indemnify and hold harmless the District, its staff, employees, officers, agents and supervisors from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract Documents provided herein.

**SECTION 26. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

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

- A. Completed Proposal Documents section.
- B. Detailed project construction schedule which shall be used in the Proposal evaluation.
- C. Complete Schedule of Values.
- D. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- E. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- F. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with Community Development Districts.

G. Proof of financial capability.

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

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

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

of Award. The Contractor will commence construction in accordance with the terms of the contract documents.

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

schedule of values and Proposal must balance, both for purposes of the Proposal and for the pay requests. Proposer shall also submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This schedule will be used in Proposal evaluation. The successful Proposer will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.

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

commencement of the Work until twenty-four (24) months after acceptance by the District and all applicable regulatory authorities.

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

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

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest.



In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No Proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**SECTION 31. EVALUATION OF PROPOSALS.** The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal. The ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

**SECTION 32. MANDATORY AND PERMISSIVE REQUIREMENTS.** Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

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

**CONSTRUCTION SERVICES FOR AMENITY CENTER CONSTRUCTION PROJECT**  
**TALLAHASSEE, FLORIDA**

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

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

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

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E.g., past record and experience of the proposed project team in performing similar projects; past performance for this special district, other community development district's or units of government in other contracts, and experience with this development; character, integrity, reputation of respondent, etc. and equipment type; age and condition; quantity of equipment available; and number of trained operators.

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

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

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

---

Points available for schedule will be allocated as follows:

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

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

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

---

Points available for price will be allocated as follows:

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

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

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

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See attached documents:

- AIA Document A101-2017, Standard Form of Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum, as amended
- AIA Document A201-2017, General Conditions of the Contract for Construction, as amended
- AIA Document A101-2017, Exhibit A, Insurance and Bonds, as amended
- Form of Payment Bond
- Form of Performance Bond

# BID BOND

I.E

Any singular reference to Proposer, Surety, Owner, or other party shall be considered plural where applicable.

PROPOSER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER: Canopy Community Development District  
135 West Central Blvd, Suite 320  
Orlando, FL 32801  
(407) 841-5524

Proposal

Proposal Due Date: \_\_\_\_\_, 2019, \_\_:00 p.m.

Project (Brief Description Including Location): Canopy Community Development District Amenity Center Construction Project  
(Tallahassee, Florida)

BOND

Bond Number:

Date (Not later than Proposal due date):

Penal sum

(Words)

(Figures)

Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PROPOSER

SURETY

\_\_\_\_\_  
Proposer's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Proposer the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Proposer's Proposal and Proposer delivers within the time required by the Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Proposal Documents and any performance and payment bonds required by the Proposal Documents, or

3.2. All Proposals are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Proposer within the time specified in the Proposal Documents (or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Proposer and within 30 calendar days after receipt by Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Proposal due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Proposer and Surety and in no case later than one year after Proposal due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Proposal" as used herein includes a Proposal, bid, offer, or proposal as applicable.

## PURCHASE REQUISITION REQUEST FORM

I.F

1. Contact Person for the material supplier.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. Manufacturer or brand, model or specification number of the item.

\_\_See attached\_\_\_\_\_

\_\_\_\_\_

3. Quantity needed as estimated by CONTRACTOR. \_See attached\_\_\_\_\_

4. The price quoted by the supplier for the construction materials identified above.

\$\_\_See attached\_\_\_\_\_

5. The sales tax associated with the price quote. \$\_\_0\_\_\_\_\_

6. Shipping and handling insurance cost. \$\_\_See attached\_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_See attached\_\_\_\_\_

OWNER: **Canopy Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**Attachment: Purchase Order and Schedule of Items**

**PURCHASE ORDER**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**

**“Owner”**

**“Seller”**

Owner:	<b>Canopy CDD</b>	Seller:	
Address:	c/o Governmental Management Services - Central Florida, LLC 135 W. Central Blvd., Suite 320 Orlando, FL 32801	Address:	
Phone:	407-841-5524	Phone:	

**“Project”**

Project Name:	Amenity Center Construction	Contract Date:	
Project Address:	Tallahassee, Florida		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$\_\_\_\_\_

**Certificate of Exemption #**\_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

\_\_\_\_\_  
Owner  
  
\_\_\_\_\_  
By:  
  
\_\_\_\_\_  
Name:  
  
\_\_\_\_\_  
Title:  
  
\_\_\_\_\_  
Date Executed:

\_\_\_\_\_  
Seller  
  
\_\_\_\_\_  
By:  
  
\_\_\_\_\_  
Name:  
  
\_\_\_\_\_  
Title:  
  
\_\_\_\_\_  
Date Executed:

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions

**EXHIBIT A**

[ATTACH PROPOSAL]



**EXHIBIT B**  
**TERMS AND CONDITIONS**

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's Project. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.

15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.

## CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Canopy Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to a Purchase Order from \_\_\_\_\_ (Vendor) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract **dated** \_\_\_\_\_ with \_\_\_\_\_ (Contractor) for the construction of **the Amenity Center Construction Project**.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

***You must initial each of the following requirements.***

- \_\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- \_\_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.
- \_\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- \_\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- \_\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchaser's Name (Print or Type)

\_\_\_\_\_  
Date

Federal Employer Identification Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

**OFFICIAL PROPOSAL FORM**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**CONSTRUCTION SERVICES FOR THE**  
**AMENITY CENTER CONSTRUCTION PROJECT**  
**TALLAHASSEE, FLORIDA**

**TO BE SUBMITTED TO:**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**Conn & Associates Architects, Inc.**  
**Attn: Ben Hokkanen**  
**1960-C Buford Boulevard**  
**Tallahassee, Florida 32308**

**Due by \_\_:00 PM EST on \_\_\_\_\_, 2019**

**TO: CANOPY COMMUNITY DEVELOPMENT DISTRICT**

**FROM: \_\_\_\_\_**  
 (Name of Proposer)

In accordance with the Request for Proposals inviting proposals for **Canopy Community Development District – Construction Services for Amenity Center Construction Project**, the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to sports courts, dog park, playground, landscape and irrigation, hardscape improvements, resident's club, foundations and structure, roofing system, lightning protection, exterior finishes, doors and windows, interior finishes and flooring, mechanical systems, electrical systems, plumbing systems, dumpster enclosure, pool equipment enclosure, shade structures, and swimming pool with associated amenities as shown on the Drawings, and described in the Specifications, as prepared by Conn & Associates, Inc., dated \_\_\_\_\_, 2019.

All Proposals shall be for complete Work in accordance with the Plans. Qualified or partial Proposals will be considered non-responsive.

**PRICE**

Proposer submits that it can perform the work described in this Project Manual for a Total Lump Sum Price of \_\_\_\_\_ (\$ \_\_\_\_\_) as more specifically described in the Proposal Summary.

The undersigned Proposer, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts

and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Proposal Summary.

#### TIME

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within \_\_\_\_\_ ( ) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within fourteen (14) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of one hundred twenty (120) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

#### DOCUMENTS AND ADDENDA

The Proposer submits that he has carefully examined the site and existing site conditions of the proposed Work, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, Amendments, General Conditions, Supplementary Conditions, the Specifications and all other components of the Contract Documents and acknowledges that the following addenda cover revisions thereto. The proposer has included the cost, if any, of such revisions in the enclosed Pricing Amount(s).

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Print Name of Signatory)

This \_\_\_\_\_ day of \_\_\_\_\_, 2019. (Corporate Seal)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(Notary Seal)

\_\_\_\_\_  
Notary Public/ Expiration Date

**ORGANIZATIONAL INFORMATION OF PROPOSER**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**AMENITY CENTER CONSTRUCTION PROJECT**  
**TALLAHASSEE, FLORIDA**

DATE SUBMITTED: \_\_\_\_\_, 2019

1. Proposer \_\_\_\_\_ /\_/\_ A Individual  
                                (Company Name)                                 /\_/\_ A Partnership  
  /\_/\_ A Limited Liability Company  
  /\_/\_ A Corporation  
  /\_/\_ A Subsidiary Corporation
2. Proposer's Parent Company Name (if applicable) \_\_\_\_\_
3. Proposer's Parent Company Address (if applicable)
- Street Address \_\_\_\_\_
- P.O. Box (if any) \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
- Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_
- 1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_
- 2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_
4. Proposer Company Address (if different)
- Street Address \_\_\_\_\_
- P.O. Box (if any) \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
- Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_
- Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_
- 1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_
- 2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_
5. Is the Proposer incorporated in the State of Florida? Yes (☐) No (☐)
- 5.1 If yes, provide the following:
- Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes (☐) No (☐)
- If no, please explain \_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- 5.2 Date Incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_
- If no, provide the following:
- The state in which the Proposer company is incorporated \_\_\_\_\_
- Is the company in good standing with the state? Yes ( ) No ( )
- If no, please explain \_\_\_\_\_
- \_\_\_\_\_
- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_
6. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes ( ) No ( )
- 6.1 If yes, provide the following:
- Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)
- \_\_\_\_\_
- License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_
- Qualifying Individual \_\_\_\_\_ Title \_\_\_\_\_
- List company(ies) currently qualified under this license \_\_\_\_\_
- \_\_\_\_\_
- 6.2 Is the Proposer company a registered or licensed Contractor with Leon County and the City of Tallahassee? Yes ( ) No ( )
- 6.3 Has the Proposer company performed work for a community development district previously? Yes ( ) No ( )
7. Name of Proposer's Bonding Company \_\_\_\_\_
- Address \_\_\_\_\_
- Approved Bonding Capacities:
- |                                |          |
|--------------------------------|----------|
| Aggregate Limit                | \$ _____ |
| Single Project Limit           | \$ _____ |
| Total Current Contracts Bonded | \$ _____ |
8. Name of Proposer's Bonding Agency \_\_\_\_\_
- Address \_\_\_\_\_
- Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_
9. List the Proper's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (1) \_\_\_\_\_,
- (2) \_\_\_\_\_, (3) \_\_\_\_\_.

10. What are the Proposers' company's current insurance limits?

General Liability \$ \_\_\_\_\_  
Automobile Liability \$ \_\_\_\_\_  
Workers Compensation \$ \_\_\_\_\_  
Expiration Date \_\_\_\_\_

11. Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes ( ) No ( )

If yes, please describe each violation fine, and resolution \_\_\_\_\_

\_\_\_\_\_

What is the Proposer's current worker compensation rating? \_\_\_\_\_

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes ( ) No ( )

If yes, please describe the incident: \_\_\_\_\_

\_\_\_\_\_

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

If so, state the name(s) of the company(ies) \_\_\_\_\_

\_\_\_\_\_

The state, local or federal entity(ies) with whom barred or suspended \_\_\_\_\_

State the period(s) of debarment or suspension \_\_\_\_\_

13. What is the construction experience of the proposed superintendent and project manager?

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

14. Have you ever failed to complete any work awarded to you? Yes ( ) No ( )

If so, where and why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?

Yes ( ) No ( )



If so, state name of individual, other organization and reason therefore \_\_\_\_\_

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16. List any and all litigation to which the organization has been a party in the last five (5) years.

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17. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No ( )

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

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18. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes ( ) No ( )

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

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19. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).

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The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Canopy Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Canopy Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title of Person Signing)

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(Corporate Seal)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Notary Public/ Expiration Date

## CORPORATE OFFICERS

Company Name \_\_\_\_\_

Date \_\_\_\_\_

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

## SUPERVISORY PERSONNEL

Company Name \_\_\_\_\_

Date \_\_\_\_\_

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

[illegible]

**COMPANY OWNED MAJOR EQUIPMENT**  
(Attach additional sheets if necessary)

Company Name \_\_\_\_\_

Date \_\_\_\_\_

[illegible]

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

Company Name \_\_\_\_\_

Date \_\_\_\_\_

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

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

## PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name \_\_\_\_\_

Date \_\_\_\_\_

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

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB <sup>1</sup>	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION <sup>2</sup>	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT <sup>3</sup>

<sup>1</sup> 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

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

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

**\*\*\*END OF ORGANIZATIONAL INFORMATION FORM\*\*\***

## LIST OF PROPOSED SUBCONTRACTORS AND MAJOR MATERIALS SUPPLIERS

[illegible]



**CERTIFICATE AS TO CORPORATE PRINCIPAL**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**AMENITY CENTER CONSTRUCTION PROJECT**  
**TALLAHASSEE, FLORIDA**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
 Secretary

\_\_\_\_\_  
 Corporate Seal

STATE OF \_\_\_\_\_ )  
 )  
 COUNTY OF \_\_\_\_\_ ) SS

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the surety named therein in favor of Canopy Community Development District.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 Notary Public / Expiration Date:

(SEAL)

(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)

**AFFIDAVIT FOR INDIVIDUAL**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**AMENITY CENTER CONSTRUCTION PROJECT**  
**TALLAHASSEE, FLORIDA**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )      SS

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer’s proposal.

\_\_\_\_\_  
(Proposer must also sign here)

Sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public / Expiration Date:

(SEAL)

**AFFIDAVIT FOR PARTNERSHIP**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**AMENITY CENTER CONSTRUCTION PROJECT**  
**TALLAHASSEE, FLORIDA**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_,  
being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience  
questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion  
of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such  
action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Signature of a General Partner is Required)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public / Expiration Date:

(SEAL)

**AFFIDAVIT FOR CORPORATION**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**AMENITY CENTER CONSTRUCTION PROJECT**  
**TALLAHASSEE, FLORIDA**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_  
(title) \_\_\_\_\_  
of the \_\_\_\_\_,  
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public / Expiration Date:

(SEAL)

**SWORN STATEMENT PURSUANT TO  
SECTION 287.134(2)(a), FLORIDA STATUTES, ON DISCRIMINATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Canopy Community Development District  
(print name of the public entity)  
  
by \_\_\_\_\_  
(print individual's name and title)  
  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)  
  
whose business address is \_\_\_\_\_  
\_\_\_\_\_  
  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)  
\_\_\_\_\_
2. I understand that a "discrimination" or "discriminated" as defined in section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
3. I understand that "discriminatory vendor list" as defined in section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to section 287.134(3)(d), *Florida Statutes*.
4. I understand that "entity" as defined in section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
5. I understand that an "affiliate" as defined in Paragraph 287.134(1)(a), *Florida Statutes*, means:
  1. A predecessor or successor of an entity that discriminated; or
  2. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
6. I understand that, pursuant to section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

Signature of Notary taking acknowledgement

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES  
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Canopy Community Development District

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Canopy Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the Canopy Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_  
\_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or  
who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_ (SEAL)

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
PURSUANT TO SECTION 287.133(3)(N), FLORIDA STATUTES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

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



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

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

- \_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

STATE \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_  
2019, by \_\_\_\_\_

who produced \_\_\_\_\_ as identification, and who (did) (did not)  
(Type of Identification and Number)  
take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary Commission Number/Expiration

## **TRENCH SAFETY ACT COMPLIANCE STATEMENT**

### **INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

### **CERTIFICATION**

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  

\_\_\_\_\_ Dollars (Written)

\$\_\_\_\_\_ (Figures).
3. The amount listed above has been included within the Proposal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Proposer:

\_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

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: \_\_\_\_\_

## **TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

### **INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida ) effective October 1, 1990. The Proposer further identifies the costs as follows:

<b>Type of Trench Safety Mechanism</b>	<b>Quantity</b>	<b>Unit Cost<sup>1</sup></b>	<b>Item Total Cost</b>
<b>Project Total</b>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

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: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**AFFIDAVIT OF NON-COLLUSION**  
**CANOPY COMMUNITY DEVELOPMENT DISTRICT**  
**AMENITY CENTER CONSTRUCTION PROJECT**  
**TALLAHASSEE, FLORIDA**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a(n) \_\_\_\_\_ (officer or principal) in the firm of \_\_\_\_\_, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

(SEAL)

# SECTION V

**WORK AUTHORIZATION #1**

December 5, 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 1, Canopy Community Development District  
Construction Management Services for Amenity Center Construction Project**

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 April 11, 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: \_\_\_\_\_

## **Attachment A**



## SECTION IX

# SECTION C

# SECTION 1

# Canopy

## Community Development District

### Summary of Operating Checks

November 1, 2019 to December 2, 2019

Bank	Date	Check No.'s	Amount
General Fund	11/12/19	116	\$ 3,791.67
			<hr/>
			\$ 3,791.67
			<hr/>
			\$ 3,791.67

### Summary of Requisitions

Date	Requisition #	Payee	Description	Amount
11/22/19	Series 2018A1/2 - Requisition 3	Sandco, LLC	Pay Application # 4 - Canopy Unit 3	\$ 303,885.90
11/22/19	Series 2018A1/2 - Requisition 4	Sandco, LLC	Pay Application # 1 - Canopy Units 4 & 5	\$ 165,285.00
				<hr/>
				\$ 469,170.90
				<hr/>
				\$ 469,170.90

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/12/19	00001	11/01/19 32	201911 310-51300-34000	MANAGEMENT FEES NOV19	*	2,916.67	
		11/01/19 32	201911 310-51300-35100	TECHNOLOGY FEES NOV19	*	208.33	
		11/01/19 32	201911 310-51300-31300	DISSEMINATION SRVC NOV19	*	666.67	
GOVERNMENTAL MANAGEMENT SERVICES							3,791.67 000116
TOTAL FOR BANK A						3,791.67	
TOTAL FOR REGISTER						3,791.67	

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

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

(A) Requisition Number: 3

(B) Name of Payee: Sandco, LLC

**Wire Transfer Instructions:**

Centennial Bank  
620 Chestnut  
Conway, AR 72032  
Routing #: 082902757  
Credit (Beneficiary) Sandco, LLC  
Account# 201154259

(C) Amount Payable: \$303,885.90

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Pay Application 4 – Unit 3

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

The undersigned hereby certifies that:

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

or

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

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

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

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

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

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

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

**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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

  
Consulting Engineer

# APPLICATION AND CERTIFICATE FOR PAYMENT

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

OWNER: Canopy Community Development District

APPLICATION NO. 4  
PERIOD TO: 11/7/2019  
PROJECT NOS. 18-07

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

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

CONTRACT FOR: Site work

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below,  
in connection with the Contract.  
Continuation Sheet, AIA document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$1,146,796.00
2. Net Change by CO's .....	\$-250,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$896,796.00
4. Total Completed & Stored To Date..... (Column G on G703)	\$737,738.00
5. RETAINAGE: .....	\$73,773.80
a. 0% of Subcontracted Work .....	\$0.00
(Columns D + E on G703)	
b. 0 % of Stored Material .....	
(Column F on G703)	
Total Retainage (Line 5a + 5b or .....	\$73,773.80
Total in Column I of G703) .....	
6. TOTAL EARNED LESS RETAINAGE .....	\$663,964.20
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$360,078.30
(Line 3 from prior Certificate) .....	\$0.00
8. CURRENT PAYMENT DUE .....	303,885.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	0.00
(Line 3 less Line 6)	\$232,831.80

## CHANGE ORDER SUMMARY ADDITIONS

Total changes approved in previous months by Owner	-\$250,000.00
Total approved this Month	\$0.00
TOTALS	
NET CHANGES by Change On	-\$250,000.00

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


CONTRACTOR: Sandco, LLC

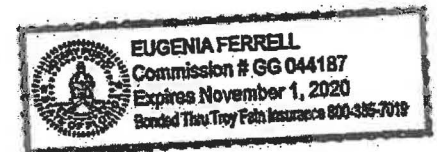
By:  Date: 11/7/2019

State of: Florida

County of: Leon

Subscribed and sworn to before me this 7th day of November 2019

Notary Public:   
My Commission expires: 11/1/2020



## OWNER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$303,885.90

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

OWNER:

By:  Date: 11/20/19

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



APPLICATION NUMBER: 2

PERIOD TO: 11/7/2019

CONTRACTOR'S PROJECT NO: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (F+G)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN F OR G)	TOTAL COMPLETED AND STORED TO DATE (F+G+H)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1011	Mobilize Equipment	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00		\$ 10,000.00	100.00%	\$ -	\$ 1,000.00
1021	Maintenance of Traffic	1	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00		\$ 1,500.00	100.00%	\$ -	\$ 150.00
10414	Erosion Control	1	\$ 32,900.00	\$ 32,900.00	\$ 13,160.00	\$ 19,740.00		\$ 32,900.00	100.00%	\$ -	\$ 3,290.00
1101	Clearing and Grubbing	1	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00		\$ 15,000.00	100.00%	\$ -	\$ 1,500.00
1207	Earthwork	1	\$ 43,500.00	\$ 43,500.00	\$ 19,575.00	\$ 23,925.00		\$ 43,500.00	100.00%	\$ -	\$ 4,350.00
1604	Subgrade Stabilization	1	\$ 8,145.00	\$ 8,145.00	\$ 8,145.00			\$ 8,145.00	49.97%	\$ 8,155.00	\$ 814.50
20011	Roadbase (Crushed Concrete)	1	\$ 47,196.00	\$ 47,196.00	\$ 35,544.00			\$ 35,544.00	75.31%	\$ 11,652.00	\$ 3,554.40
33172	Asphalt Surface	1	\$ 52,600.00	\$ 52,600.00	\$ 22,824.00			\$ 22,824.00	43.39%	\$ 29,776.00	\$ 2,282.40
5211	Curb and Gutter	1	\$ 71,400.00	\$ 71,400.00	\$ 38,525.00			\$ 38,525.00	53.96%	\$ 32,875.00	\$ 3,852.50
5221	Sidewalk	1	\$ 81,200.00	\$ 81,200.00	\$ 24,360.00			\$ 24,360.00	30.00%	\$ 56,840.00	\$ 2,436.00
430	Storm Drainage	1	\$ 174,900.00	\$ 174,900.00	\$ 97,170.75	\$ 77,729.25		\$ 174,900.00	100.00%	\$ -	\$ 17,490.00
1111	Sanitary Sewer	1	\$ 187,100.00	\$ 187,100.00	\$ 86,697.00	\$ 100,403.00		\$ 187,100.00	100.00%	\$ -	\$ 18,710.00
1112	Water System	1	\$ 110,200.00	\$ 110,200.00	\$ 49,946.25	\$ 54,743.75		\$ 104,690.00	95.00%	\$ 5,510.00	\$ 10,469.00
5751	Grassing	1	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00			\$ 6,500.00	50.00%	\$ 6,500.00	\$ 650.00
710	Signs and Striping	1	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00		\$ 2,000.00	100.00%	\$ -	\$ 200.00
1114	Utility Sleeves	300	\$ 10.00	\$ 3,000.00	\$ 1,500.00			\$ 1,500.00	50.00%	\$ 1,500.00	\$ 150.00
1011s	Layout	1	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00		\$ 20,000.00	100.00%	\$ -	\$ 2,000.00
1011t	Testing	1	\$ 7,500.00	\$ 7,500.00	\$ 3,750.00	\$ 1,500.00		\$ 5,250.00	70.00%	\$ 2,250.00	\$ 525.00
1011a	Asbuilts	1	\$ 7,500.00	\$ 7,500.00	\$ 3,500.00			\$ 3,500.00	46.67%	\$ 4,000.00	\$ 350.00
1108	Lot Clearing & Grading	1	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00		\$ 250,000.00	100.00%	\$ -	\$ 25,000.00
CO#1	Delete Lot Clearing & Grading	-1	\$ 250,000.00	\$ (250,000.00)		\$ (250,000.00)		\$ (250,000.00)	100.00%	\$ -	\$ (25,000.00)
	Total			\$ 896,796.00	\$ 434,447.00	\$ 303,291.00	\$ -	\$ 737,738.00		\$ 159,058.00	\$ 73,773.80

737, 738

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

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

(A) Requisition Number: 4

(B) Name of Payee: Sandco, LLC

**Wire Transfer Instructions:**

Centennial Bank  
620 Chestnut  
Conway, AR 72032  
Routing #: 082902757  
Credit (Beneficiary) Sandco, LLC  
Account# 201154259

(C) Amount Payable: \$165,285.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Pay Applications 1 – Unit 4 & 5

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

The undersigned hereby certifies that:

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

or

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

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

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

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

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

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

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

**CANOPY COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Responsible Officer

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

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

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

11/22/19

# APPLICATION AND CERTIFICATE FOR PAYMENT

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

OWNER: Canopy Community Development District  
District Engineer, Greenman-Pedersen, Inc.  
1590 Village Square Blvd.  
Tallahassee, FL 32309

APPLICATION NO. 1  
PERIOD TO: 10/23/2019  
PROJECT NOS. 19-04

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

PROJECT: Canopy Unit 4 & 5 Infrastructure Improvements  
CONTRACT DATE: 12/18/2019

CONTRACT FOR: Infrastructure Improvements

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below,  
in connection with the Contract.  
Continuation Sheet, AIA document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$9,998,384.20 ✓
2. Net Change by CO's ..... S	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$9,998,384.20 ✓
4. Total Completed & Stored To Date..... (Column G on G703)	\$183,650.00
5. RETAINAGE:	
a. 10% of Subcontracted Work .....	\$18,365.00 ✓
(Columns D + E on G703)	
b. 0 % of Stored Material .....	
(Column F on G703)	
Total Retainage (Line 5a + 5b or .....	\$18,365.00
Total in Column I of G703) .....	
6. TOTAL EARNED LESS RETAINAGE .....	\$165,285.00 ✓
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$0.00
(Line 3 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	165,285.00 ✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$9,833,099.20 ✓
(Line 3 less Line 6)	

## CHANGE ORDER SUMMARY: ADDITIONS

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

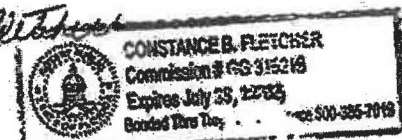
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Sandco, LLC

By: *[Signature]* Date: 10/23/2019

State of: Florida  
County of: Leon  
Subscribed and sworn to before me this 23rd day of October 2019

Notary Public: *[Signature]*  
My Commission expires:



## OWNER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$165,285.00

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

OWNER:

By: *[Signature]* Date: 11/14/19

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

## 19-04 Canopy Units 4 &amp; 5

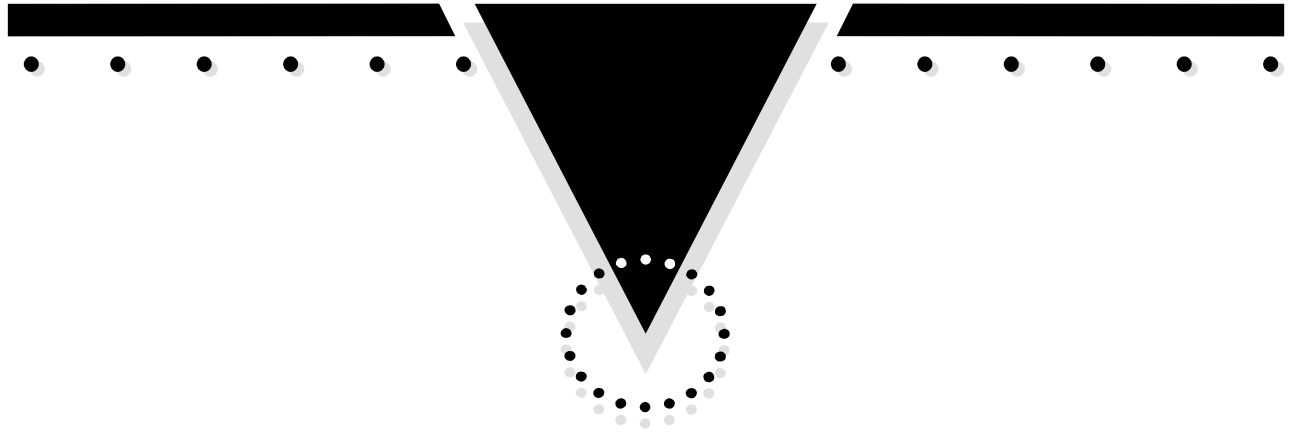
PROJECT 19-04 Canopy Units 4 & 5				APPLICATION NUMBER: 1							
A ITEM NO.	B DESCRIPTION OF WORK	C QUANTITY	D UNIT PRICE	E SCHEDULED VALUE	F WORK COMPLETED FROM PREVIOUS APPLICATION (F+G)	G THIS PERIOD	H MATERIALS PRESENTLY STORED (NOT IN FOR G)	PERIOD TO: CONTRACTOR'S PROJE		K BALANCE TO FINISH (C-G)	L RETAINAGE
								I TOTAL COMPLETED AND STORED TO DATE (F+G+H)	J % (G/C)		
ROADWAY											
1011	Mobilization	1	81,900.00	\$ 81,900.00		\$ 61,500.00		\$ 61,500.00	75.09%	\$ 20,400.00	\$ 6,150.00
1021	Maintenance of Traffic	1	7,500.00	\$ 7,500.00				\$ -	0.00%	\$ 7,500.00	\$ -
1011b	Bonds and Insurance	1	225,000.00	\$ 225,000.00		\$ 22,500.00		\$ 22,500.00	10.00%	\$ 202,500.00	\$ 2,250.00
1025	Contractor's Quality Control	1	175,000.00	\$ 175,000.00				\$ -	0.00%	\$ 175,000.00	\$ -
1011c	Stakeout and As-built	1	185,000.00	\$ 185,000.00		\$ 9,250.00		\$ 9,250.00	5.00%	\$ 175,750.00	\$ 925.00
10414	Contractor's Erosion Control and NPDES Required	1	114,500.00	\$ 114,500.00		\$ 22,900.00		\$ 22,900.00	20.00%	\$ 91,600.00	\$ 2,290.00
10415	Tree Protection	2	10,000.00	\$ 10,000.00				\$ -	0.00%	\$ 10,000.00	\$ -
1101	Clearing and Grubbing	28	4,500.00	\$ 126,000.00		\$ 67,500.00		\$ 67,500.00	52.57%	\$ 58,500.00	\$ 6,750.00
1201	Regular Excavation	12,100	10.65	\$ 128,865.00				\$ -	0.00%	\$ 128,865.00	\$ -
1206	Embankment	52,000	15.50	\$ 806,000.00				\$ -	0.00%	\$ 806,000.00	\$ -
1805	Finished Soil Layer	58,700	1.00	\$ 58,700.00				\$ -	0.00%	\$ 58,700.00	\$ -
1604	Type B Stabilization	31,600	2.00	\$ 63,200.00				\$ -	0.00%	\$ 63,200.00	\$ -
20009	Optional Base Group 1	3,002	7.00	\$ 21,014.00				\$ -	0.00%	\$ 21,014.00	\$ -
20010	Optional Base Group 4	24,125	9.00	\$ 218,025.00				\$ -	0.00%	\$ 218,025.00	\$ -
33172	Superpave Asphalt Concrete (Traffic B)	2,335	125.00	\$ 419,375.00				\$ -	0.00%	\$ 419,375.00	\$ -
42514	Inlets, Curb, Type S	97	5,140.00	\$ 498,580.00				\$ -	0.00%	\$ 498,580.00	\$ -
42515	Inlets, Curb, Type S	4	8,800.00	\$ 35,200.00				\$ -	0.00%	\$ 35,200.00	\$ -
42516	Inlets, Curb, Type "C"	2	2,900.00	\$ 4,600.00				\$ -	0.00%	\$ 4,600.00	\$ -
42517	Type "D" Inlet	16	3,100.00	\$ 49,600.00				\$ -	0.00%	\$ 49,600.00	\$ -
42518	Inlets, Curb, Type "V"	7	3,500.00	\$ 24,500.00				\$ -	0.00%	\$ 24,500.00	\$ -
251010	Manhole, Type B - J Bottom	27	9,330.00	\$ 251,910.00				\$ -	0.00%	\$ 251,910.00	\$ -
251011	Manhole, Type B - P Bottom	9	3,900.00	\$ 35,100.00				\$ -	0.00%	\$ 35,100.00	\$ -
251009	Transition Structure	1	15,000.00	\$ 15,000.00				\$ -	0.00%	\$ 15,000.00	\$ -
2570	10X6 Box Culverts	773	1,350.00	\$ 1,043,550.00				\$ -	0.00%	\$ 1,043,550.00	\$ -
43011325	Pipe Culvert, Round, 18" RCP	8,671	46.50	\$ 403,201.50				\$ -	0.00%	\$ 403,201.50	\$ -
43011329	Pipe Culvert, Round, 24" RCP	1,192	63.50	\$ 75,692.00				\$ -	0.00%	\$ 75,692.00	\$ -
43011336	Pipe Culvert, Round, 36" RCP	2,565	107.65	\$ 276,122.25				\$ -	0.00%	\$ 276,122.25	\$ -
43011341	Pipe Culvert, Round, 48" RCP	1,382	182.00	\$ 251,524.00				\$ -	0.00%	\$ 251,524.00	\$ -
43011342	Pipe Culvert, Round, 54" RCP	666	295.00	\$ 197,060.00				\$ -	0.00%	\$ 197,060.00	\$ -
43011343	Pipe Culvert, Round, 60" RCP	1,374	370.00	\$ 508,380.00				\$ -	0.00%	\$ 508,380.00	\$ -
43017130	43"X76" ERCP	142	420.00	\$ 59,640.00				\$ -	0.00%	\$ 59,640.00	\$ -
43017131	19"X64" ERCP	183	395.00	\$ 72,285.00				\$ -	0.00%	\$ 72,285.00	\$ -
43092141	48" MES	1	4,500.00	\$ 4,500.00				\$ -	0.00%	\$ 4,500.00	\$ -
43092142	54" MES	2	6,000.00	\$ 12,000.00				\$ -	0.00%	\$ 12,000.00	\$ -
43092143	60" MES	1	7,500.00	\$ 7,500.00				\$ -	0.00%	\$ 7,500.00	\$ -
43092144	Sand Filter at SWMP "A"	1	142,500.00	\$ 142,500.00				\$ -	0.00%	\$ 142,500.00	\$ -
5303	Riprap	510	85.00	\$ 43,350.00				\$ -	0.00%	\$ 43,350.00	\$ -
5211	Concrete Curb and Gutter, 18" STD	21,756	17.00	\$ 369,852.00				\$ -	0.00%	\$ 369,852.00	\$ -
5221	Concrete Sidewalk and Driveways, 4" Thick	8,509	40.50	\$ 344,614.50				\$ -	0.00%	\$ 344,614.50	\$ -
5751	Soil	58,700	3.50	\$ 205,450.00				\$ -	0.00%	\$ 205,450.00	\$ -
715	Temporary Signification	1	35,000.00	\$ 35,000.00				\$ -	0.00%	\$ 35,000.00	\$ -
716	Traffic Calming Measures	1	37,380.00	\$ 37,380.00				\$ -	0.00%	\$ 37,380.00	\$ -
7105	8" Mulch Trail	4678	10.00	\$ 46,780.00				\$ -	0.00%	\$ 46,780.00	\$ -
TOTAL ROADWAY				\$ 7,690,950.25	\$ -	\$ 183,650.00	\$ -	\$ 183,650.00	2.39%	\$ 7,507,300.25	\$ 18,365.00



## 19-04 Canopy Units 4.5

PROJECT: 19-04 Canopy Units 4.5											
A ITEM NO.	B DESCRIPTION OF WORK	C QUANTITY	D UNIT PRICE	E SCHEDULED VALUE	F WORK COMPLETED FROM PREVIOUS APPLICATION (F+G)	G THIS PERIOD	H MATERIALS PRESENTLY STORED (NOT IN FOR G)	APPLICATION NUMBER		K BALANCE TO FINISH (C-G)	L RETAINAGE
								I TOTAL COMPLETED AND STORED TO DATE (F+G+H)	J % (G/C)		
SIGNING AND PAVEMENT MARKING											
7102457	24" White Stop Bar/Crosswalk Standard Thermo	718	5.10	3,661.80				\$ -	0.00%	\$ 3,661.80	\$ -
7102458	12" White Cross Walk Standard Thermo	1901	2.65	5,037.65				\$ -	0.00%	\$ 5,037.65	\$ -
7102459	18" Yellow Chevrons Thermo	33	3.75	131.25				\$ -	0.00%	\$ 131.25	\$ -
7102460	18" White Chevrons Thermo	30	3.75	112.50				\$ -	0.00%	\$ 112.50	\$ -
7102461	6" Solid Yellow Thermo	6680	1.20	8,016.00				\$ -	0.00%	\$ 8,016.00	\$ -
7102462	6" Solid White Thermo	4667	1.20	5,600.40				\$ -	0.00%	\$ 5,600.40	\$ -
7102463	Directional Arrow Thermo	10	80.00	800.00				\$ -	0.00%	\$ 800.00	\$ -
7102464	Pavement Message Thermo	4	135.00	540.00				\$ -	0.00%	\$ 540.00	\$ -
7102465	Stop Sign R1-1	12	340.00	4,080.00				\$ -	0.00%	\$ 4,080.00	\$ -
7102466	Speed Limit Sign R2-1	1	350.00	350.00				\$ -	0.00%	\$ 350.00	\$ -
7102467	Speed Hump Sign	30	345.00	10,350.00				\$ -	0.00%	\$ 10,350.00	\$ -
7102468	Traffic Calming Ahead Sign w/Speed Limit Rider Panel	5	385.00	1,925.00				\$ -	0.00%	\$ 1,925.00	\$ -
7102469	Do Not Enter Sign R5-1	1	345.00	345.00				\$ -	0.00%	\$ 345.00	\$ -
7102470	Stop Sign R1-1 w/Do Not Enter R5-1 Rider Panel	1	380.00	380.00				\$ -	0.00%	\$ 380.00	\$ -
TOTAL SIGNING AND PAVEMENT MARKING					41,329.60	-	-	\$ -	0.00%	\$ 41,329.60	\$ -
UTILITIES											
1513160320	8" PVC Sewerline	7156	57.70	413,901.20				\$ -	0.00%	\$ 413,901.20	\$ -
1513160322	10" PVC Sewerline	1072	69.50	74,504.00				\$ -	0.00%	\$ 74,504.00	\$ -
1513160324	15" PVC Sewerline	135	81.75	11,036.25				\$ -	0.00%	\$ 11,036.25	\$ -
1513160325	18" PVC Sewerline	75	116.50	8,737.50				\$ -	0.00%	\$ 8,737.50	\$ -
1111	Sewer Services to Lots	174	900.00	156,600.00				\$ -	0.00%	\$ 156,600.00	\$ -
4250	Sewer Manholes	55	4,890.00	268,950.00				\$ -	0.00%	\$ 268,950.00	\$ -
10901360	12" Force Main	2720	48.40	131,648.00				\$ -	0.00%	\$ 131,648.00	\$ -
16001	5" PVC Waterline	8254	26.50	218,731.00				\$ -	0.00%	\$ 218,731.00	\$ -
16002	12" PVC Water Line	2285	32.80	75,046.40				\$ -	0.00%	\$ 75,046.40	\$ -
16433	12" Gate Valves	4	2,400.00	9,600.00				\$ -	0.00%	\$ 9,600.00	\$ -
16432	8" Gate Valves	33	1,250.00	41,250.00				\$ -	0.00%	\$ 41,250.00	\$ -
16004	Fire Hydrant Assembly	27	4,500.00	121,500.00				\$ -	0.00%	\$ 121,500.00	\$ -
1112	Water Services to Lots	94	650.00	61,100.00				\$ -	0.00%	\$ 61,100.00	\$ -
160016	12" Wet Tap	1	5,000.00	5,000.00				\$ -	0.00%	\$ 5,000.00	\$ -
S14	Sewer Lift Station - Allowance Only	1	500,000.00	500,000.00				\$ -	0.00%	\$ 500,000.00	\$ -
TOTAL UTILITIES					2,096,604.35	-	-	\$ -	0.00%	\$ 2,096,604.35	\$ -
LANDSCAPING											
		1	169,500.00	169,500.00				\$ -	0.00%	\$ 169,500.00	\$ -
TOTAL BILLING											
				\$ 9,998,384.20	\$ -	\$ 133,650.00	\$ -	\$ 133,650.00	\$ 0.02	\$ 9,814,734.20	\$ 18,365.00

# SECTION 2



**Canopy**  
**Community Development District**

**Unaudited Financial Reporting**

**October 31, 2019**





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**Canopy**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**October 31, 2019**

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECT</u>	<u>TOTAL</u>
<b><u>ASSETS:</u></b>				
CASH	\$46,572	\$0	\$3,246	\$49,818
INVESTMENTS				
SERIES 2018 A1 & A2				
RESERVE A1	\$0	\$82,146	\$0	\$82,146
REVENUE A1	\$0	\$67,784	\$0	\$67,784
REVENUE A2	\$0	\$165,240	\$0	\$165,240
PREPAYMENT A2	\$0	\$463,886	\$0	\$463,886
CONSTRUCTION	\$0	\$0	\$6,105,034	\$6,105,034
SERIES 2018 A3				
RESERVE A3	\$0	\$104,688	\$0	\$104,688
REVENUE A3	\$0	\$85,548	\$0	\$85,548
CONSTRUCTION	\$0	\$0	\$9,552	\$9,552
CONSTRUCTION-RESTRICTED	\$0	\$0	\$1,491,129	\$1,491,129
SERIES 2018 A4				
RESERVE A4	\$0	\$32,714	\$0	\$32,714
REVENUE A4	\$0	\$43,079	\$0	\$43,079
CONSTRUCTION	\$0	\$0	\$3,291	\$3,291
<b>TOTAL ASSETS</b>	<b><u>\$46,572</u></b>	<b><u>\$1,045,084</u></b>	<b><u>\$7,612,253</u></b>	<b><u>\$8,703,910</u></b>
<b><u>LIABILITIES:</u></b>				
ACCOUNTS PAYABLE	\$8,886	\$0	\$30,352	\$39,238
RETAINAGE PAYABLE	\$0	\$0	\$261,967	\$261,967
DUE TO DEVELOPER	\$0	\$0	\$1,851,391	\$1,851,391
<b><u>FUND EQUITY:</u></b>				
FUND BALANCES:				
UNASSIGNED	\$37,686	\$0	\$0	\$37,686
RESTRICTED FOR DEBT SERVICE 2018 A1 & A2	\$0	\$779,056	\$0	\$779,056
RESTRICTED FOR DEBT SERVICE 2018 A3	\$0	\$190,235	\$0	\$190,235
RESTRICTED FOR DEBT SERVICE 2018 A4	\$0	\$75,793	\$0	\$75,793
RESTRICTED FOR CAPITAL PROJECTS 2018 A1 & A3	\$0	\$0	\$6,065,026	\$6,065,026
RESTRICTED FOR CAPITAL PROJECTS 2018 A3	\$0	\$0	\$1,500,681	\$1,500,681
RESTRICTED FOR CAPITAL PROJECTS 2018 A4	\$0	\$0	\$3,291	\$3,291
RESTRICTED FOR CAPITAL PROJECTS	\$0	\$0	(\$2,100,456)	(\$2,100,456)
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b><u>\$46,572</u></b>	<b><u>\$1,045,084</u></b>	<b><u>\$7,612,253</u></b>	<b><u>\$8,703,910</u></b>

# Canopy

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND

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

	ADOPTED BUDGET	PRORATED BUDGET 10/31/19	ACTUAL 10/31/19	VARIANCE
<b><u>REVENUES:</u></b>				
ASSESSMENTS - TAX ROLL	\$47,052	\$0	\$0	\$0
ASSESSMENTS - DIRECT	\$99,406	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$174,267	\$0	\$0	\$0
INTEREST	\$500	\$42	\$0	(\$42)
MISCELLANEOUS INCOME	\$2,500	\$208	\$0	(\$208)
<b>TOTAL REVENUES</b>	<b>\$323,725</b>	<b>\$250</b>	<b>\$0</b>	<b>(\$250)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE</u></b>				
ENGINEERING	\$12,000	\$1,000	\$0	\$1,000
ARBITRAGE	\$2,400	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$2,500	\$2,500	\$2,500	\$0
DISSEMINATION	\$8,000	\$667	\$667	(\$0)
ATTORNEY	\$25,000	\$2,083	\$0	\$2,083
ANNUAL AUDIT	\$5,000	\$0	\$0	\$0
TRUSTEE FEES	\$10,000	\$0	\$0	\$0
MANAGEMENT FEES	\$35,000	\$2,917	\$2,917	(\$0)
INFORMATION TECHNOLOGY	\$3,700	\$308	\$208	\$100
TRAVEL	\$50	\$4	\$0	\$4
TELEPHONE	\$250	\$21	\$18	\$3
POSTAGE	\$500	\$42	\$26	\$15
PRINTING & BINDING	\$1,500	\$125	\$407	(\$282)
INSURANCE	\$6,000	\$6,000	\$5,125	\$875
LEGAL ADVERTISING	\$2,500	\$208	\$0	\$208
OTHER CURRENT CHARGES	\$1,000	\$83	\$500	(\$417)
OFFICE SUPPLIES	\$1,000	\$83	\$21	\$62
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$116,575</b>	<b>\$16,217</b>	<b>\$12,564</b>	<b>\$3,652</b>

# Canopy

## COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

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

	ADOPTED BUDGET	PRORATED BUDGET 10/31/19	ACTUAL 10/31/19	VARIANCE
<b><u>MAINTENANCE</u></b>				
<b><u>COMMON AREA</u></b>				
LANDSCAPE MAINTENANCE	\$62,500	\$5,208	\$0	\$5,208
LANDSCAPE CONTINGENCY	\$10,600	\$883	\$0	\$883
PLANT REPLACEMENTS	\$7,500	\$625	\$0	\$625
IRRIGATION - REPAIRS	\$5,000	\$417	\$0	\$417
IRRIGATION - WATER	\$10,000	\$833	\$0	\$833
IRRIGATION - ELECTRIC	\$2,500	\$208	\$0	\$208
WETLAND MAINTENANCE	\$5,650	\$471	\$0	\$471
WETLAND MITIGATION REPORTING	\$1,250	\$104	\$0	\$104
LAKE MAINTENANCE	\$7,500	\$625	\$0	\$625
REPAIRS & MAINTENANCE	\$12,500	\$1,042	\$0	\$1,042
OPERATING SUPPLIES	\$1,250	\$104	\$0	\$104
<b><u>AMENITY CENTER</u></b>				
AMENITY MANAGEMENT STAFFING	\$18,750	\$1,563	\$0	\$1,563
POOL ATTENDANTS	\$3,750	\$313	\$0	\$313
JANITORIAL	\$3,750	\$313	\$0	\$313
POOL MAINTENANCE	\$3,750	\$313	\$0	\$313
POOL CHEMICALS	\$1,875	\$156	\$0	\$156
POOL PERMITS	\$188	\$0	\$0	\$0
POOL - ELECTRIC	\$3,750	\$313	\$0	\$313
POOL - WATER	\$250	\$21	\$0	\$21
TELEPHONE	\$625	\$52	\$0	\$52
WATER/SEWER	\$1,250	\$104	\$0	\$104
GAS	\$125	\$10	\$0	\$10
TRASH	\$600	\$50	\$0	\$50
PEST CONTROL	\$300	\$25	\$0	\$25
TERMITE BOND	\$188	\$16	\$0	\$16
INSURANCE - PROPERTY	\$6,250	\$6,250	\$0	\$6,250
CABLE/INTERNET	\$1,875	\$156	\$0	\$156
ACCESS CARDS	\$625	\$52	\$0	\$52
ACTIVITIES	\$3,750	\$313	\$0	\$313
SECURITY/ALARMS/REPAIR	\$8,750	\$729	\$0	\$729
REPAIRS & MAINTENANCE	\$8,750	\$729	\$0	\$729
OFFICE SUPPLIES	\$500	\$42	\$0	\$42
HOLIDAY DECORATIONS	\$1,250	\$0	\$0	\$0
<b><u>OTHER</u></b>				
CONTINGENCY	\$1,250	\$104	\$0	\$104
CAPITAL RESERVE	\$8,750	\$0	\$0	\$0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$207,150</b>	<b>\$22,143</b>	<b>\$0</b>	<b>\$22,143</b>
<b>TOTAL EXPENDITURES</b>	<b>\$323,725</b>	<b>\$38,359</b>	<b>\$12,564</b>	<b>\$25,795</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>(\$12,564)</b>		
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$50,251</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$37,686</b>	

# Canopy

## COMMUNITY DEVELOPMENT DISTRICT

### DEBT SERVICE FUND ASSESSMENT AREA 2 - SERIES 2018 A1 & A2

#### Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 10/31/19	ACTUAL 10/31/19	Variance
<b><u>REVENUES</u></b>				
ASSESSMENTS - TAX ROLL A1	\$30,132	\$0	\$0	\$0
ASSESSMENTS - DIRECT A1	\$134,594	\$0	\$0	\$0
ASSESSMENTS - DIRECT A2	\$311,498	\$0	\$0	\$0
PREPAYMENTS	\$0	\$0	\$57,237	\$57,237
INTEREST	\$500	\$42	\$784	\$743
<b>TOTAL REVENUES</b>	<b>\$476,724</b>	<b>\$42</b>	<b>\$58,021</b>	<b>\$57,980</b>
<b><u>EXPENDITURES</u></b>				
INTEREST A1 - 11/1	\$67,721	\$0	\$0	\$0
PRINCIPAL A1 - 5/1	\$25,000	\$0	\$0	\$0
INTEREST A1 - 5/1	\$67,721	\$0	\$0	\$0
INTEREST A2 - 11/1	\$155,749	\$0	\$0	\$0
SPECIAL CALL A2 - 11/1	\$300,000	\$0	\$0	\$0
INTEREST A2 - 5/1	\$155,749	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$132	(\$132)
<b>TOTAL EXPENDITURES</b>	<b>\$771,940</b>	<b>\$0</b>	<b>\$132</b>	<b>(\$132)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$295,216)</b>	<b>\$42</b>	<b>\$57,890</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$523,536</b>		<b>\$721,166</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$228,320</b>		<b>\$779,056</b>	

**Canopy**  
COMMUNITY DEVELOPMENT DISTRICT

**DEBT SERVICE FUND**  
**ASSESSMENT AREA 3 - SERIES 2018 A3**

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET 10/31/19	ACTUAL 10/31/19	Variance
<b><u>REVENUES</u></b>				
ASSESSMENTS - DIRECT	\$170,938	\$0	\$0	\$0
INTEREST	\$500	\$42	\$171	\$129
<b>TOTAL REVENUES</b>	<b>\$171,438</b>	<b>\$42</b>	<b>\$171</b>	<b>\$129</b>
<b><u>EXPENDITURES</u></b>				
INTEREST - 11/1	\$85,469	\$0	\$0	\$0
INTEREST - 5/1	\$85,469	\$0	\$0	\$0
TRANSFER OUT	\$500	\$0	\$168	(\$168)
<b>TOTAL EXPENDITURES</b>	<b>\$171,438</b>	<b>\$0</b>	<b>\$168</b>	<b>(\$168)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$1</b>		<b>\$3</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$85,469</b>		<b>\$190,233</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$85,470</b>		<b>\$190,235</b>	

# Canopy

## COMMUNITY DEVELOPMENT DISTRICT

### DEBT SERVICE FUND

#### ASSESSMENT AREA 1 - SERIES 2018 A4

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

	ADOPTED BUDGET	PRORATED BUDGET 10/31/19	ACTUAL 10/31/19	Variance
<b><u>REVENUES</u></b>				
ASSESSMENTS - TAX ROLL	\$65,612	\$0	\$0	\$0
INTEREST	\$250	\$21	\$121	\$101
<b>TOTAL REVENUES</b>	<b>\$65,862</b>	<b>\$21</b>	<b>\$121</b>	<b>\$101</b>
<b><u>EXPENDITURES</u></b>				
INTEREST - 11/1	\$24,523	\$0	\$0	\$0
PRINCIPAL - 5/1	\$15,000	\$0	\$0	\$0
INTEREST - 5/1	\$24,523	\$0	\$0	\$0
TRANSFER OUT	\$0	\$0	\$52	(\$52)
<b>TOTAL EXPENDITURES</b>	<b>\$64,045</b>	<b>\$0</b>	<b>\$52</b>	<b>(\$52)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$1,817</b>		<b>\$69</b>	
<b>FUND BALANCE - BEGINNING</b>	<b>\$42,999</b>		<b>\$75,724</b>	
<b>FUND BALANCE - ENDING</b>	<b>\$44,815</b>		<b>\$75,793</b>	

**Canopy**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL PROJECT FUNDS**  
Statement of Revenues & Expenditures  
For The Period Ending October 31, 2019

SERIES 2018 A1 & A2	SERIES 2018 A3	SERIES 2018 A4	CAPITAL PROJECTS	
ACTUALS	ACTUAL	ACTUAL	ACTUAL	
10/31/19	10/31/19	10/31/19	10/31/19	TOTAL

**REVENUES**

BOND PROCEEDS	\$0	\$0	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS REVENUE	\$0	\$0	\$0	\$0	\$0
TRANSFER IN	\$132	\$168	\$52	\$0	\$352
INTEREST	\$9,767	\$2,460	\$5	\$0	\$12,232

<b>TOTAL REVENUES</b>	<b>\$9,899</b>	<b>\$2,628</b>	<b>\$58</b>	<b>\$0</b>	<b>\$12,584</b>
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**EXPENDITURES**

CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COI	\$0	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - GENERAL	\$0	\$0	\$0	\$0	\$0
PROFESSIONAL FEES	\$0	\$0	\$0	\$2,500	\$2,500
TRANSFER OUT	\$0	\$0	\$0	\$0	\$0

<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,500</b>	<b>\$2,500</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$9,899</b>	<b>\$2,628</b>	<b>\$58</b>	<b>(\$2,500)</b>	<b>\$10,084</b>
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<b>FUND BALANCE - BEGINNING</b>	<b>\$6,055,127</b>	<b>\$1,498,053</b>	<b>\$3,234</b>	<b>(\$2,097,956)</b>	<b>(\$2,050,982)</b>
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<b>FUND BALANCE - ENDING</b>	<b>\$6,065,026</b>	<b>\$1,500,681</b>	<b>\$3,291</b>	<b>(\$2,100,456)</b>	<b>(\$2,040,898)</b>
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**Canopy  
Community Development District**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b><u>REVENUES:</u></b>													
ASSESSMENTS - TAX ROLL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENTS - DIRECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><u>EXPENDITURES:</u></b>													
<b><u>ADMINISTRATIVE</u></b>													
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
ASSESSMENT ADMINISTRATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
DISSEMINATION	\$667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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
MANAGEMENT FEES	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,917
INFORMATION TECHNOLOGY	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$208
TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18
POSTAGE	\$26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26
PRINTING & BINDING	\$407	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$407
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
OFFICE SUPPLIES	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$12,564</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,564</b>

# Canopy Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b><u>MAINTENANCE</u></b>													
<b><u>COMMON AREA</u></b>													
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
<b><u>AMENITY CENTER</u></b>													
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
<b><u>OTHER</u></b>													
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
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENDITURES</b>	<b>\$12,564</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,564</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$12,564)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$12,564)</b>

# Canopy

## COMMUNITY DEVELOPMENT DISTRICT

### LONG TERM DEBT REPORT

SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	6.000%, 6.150%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$82,146
RESERVE FUND BALANCE	\$82,146
BONDS OUTSTANDING - 11/08/18	\$2,225,000
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$2,225,000</b>

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	6.150%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	NOT SECURED - N/A
RESERVE FUND REQUIREMENT	\$0
RESERVE FUND BALANCE	\$0
BONDS OUTSTANDING - 11/08/18	\$5,480,000
LESS: SPECIAL CALL - 05/01/19	(\$110,000)
LESS: SPECIAL CALL - 08/01/19	(\$305,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$5,065,000</b>

SERIES 2018A-3, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	6.250%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$104,688
RESERVE FUND BALANCE	\$104,688
BONDS OUTSTANDING - 11/08/18	\$2,735,000
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$2,735,000</b>

SERIES 2018A-4, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATE:	5.000%, 5.150%
MATURITY DATE:	5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$32,714
RESERVE FUND BALANCE	\$32,714
BONDS OUTSTANDING - 11/08/18	\$965,000
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$965,000</b>

**Exhibit "A"**  
**CANOPY**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Special Assessment Revenue Bonds, Series 2018 A1/2**

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2019</b>				
4/5/19	1	Sandco, LLC	Pay Application # 1 - Canopy Unit 3 Phase 1 & 2	\$ 360,078.30
6/14/19	2	Ox Bottom Mortgage Holdings, LLC	Unit 1 Phase 6 Crestline Road, Fontana Road Improvement Reimbursement	\$ 995,631.07
<b>TOTAL</b>				<b>\$ 1,355,709.37</b>
<b>Fiscal Year 2019</b>				
12/1/18		Interest		\$ 3,084.22
12/1/18		Transfer from Reserve Fund		\$ 34.66
1/1/19		Interest		\$ 12,421.76
1/1/19		Transfer from Reserve Fund		\$ 139.54
2/1/19		Interest		\$ 13,927.37
2/1/19		Transfer from Reserve Fund		\$ 156.19
3/1/19		Interest		\$ 12,947.48
3/1/19		Transfer from Reserve Fund		\$ 144.94
4/1/19		Interest		\$ 14,360.76
4/1/19		Transfer from Reserve Fund		\$ 160.47
5/1/19		Interest		\$ 13,336.50
5/1/19		Transfer from Reserve Fund		\$ 155.29
5/14/19		Transfer from Cost of Issuance		\$ 21,146.93
6/1/19		Interest		\$ 13,737.71
6/1/19		Transfer from Reserve Fund		\$ 160.47
7/1/19		Interest		\$ 12,269.23
7/1/19		Transfer from Reserve Fund		\$ 155.29
8/1/19		Interest		\$ 11,603.76
8/1/19		Transfer from Reserve Fund		\$ 156.98
8/1/19		Transfer from Cost of Issuance		\$ 17.32
9/1/19		Interest		\$ 10,592.86
9/1/19		Transfer from Reserve Fund		\$ 143.02
<b>TOTAL</b>				<b>\$ 140,852.75</b>
Project (Construction) Fund at 11/8/18				\$ 7,309,992.26
Interest Earned thru 09/30/19				\$ 140,852.75
Requisitions Paid thru 09/30/19				\$ (1,355,709.37)
Remaining Project (Construction) Fund				<b>\$ 6,095,135.64</b>
<b>Fiscal Year 2020</b>				
<b>TOTAL</b>				<b>\$ -</b>
<b>Fiscal Year 2020</b>				
10/1/19		Transfer from Reserve Fund		\$ 131.66
10/1/19		Interest		\$ 9,767.11
<b>TOTAL</b>				<b>\$ 9,898.77</b>
Project (Construction) Fund at 09/30/19				\$ 6,095,135.64
Interest Earned thru 10/31/19				\$ 9,898.77
Requisitions Paid thru 10/31/19				\$ -
Remaining Project (Construction) Fund				<b>\$ 6,105,034.41</b>
Percentage Completed				<b>18.55%</b>

**Exhibit "A"**  
**CANOPY**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Revenue Bonds, Series 2018 A3 - General**

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2019</b>				
11/8/18	1	Ox Bottom Mortgage Holdings, LLC	Reimbursement for construction costs paid by Developer	\$ 1,019,257.82
<b>TOTAL</b>				<b>\$ 1,019,257.82</b>
<b>Fiscal Year 2019</b>				
12/1/18		Transfer from Reserve Fund		\$ 44.17
1/1/19		Interest		\$ 0.07
1/1/19		Transfer from Reserve Fund		\$ 177.83
2/1/19		Interest		\$ 0.41
2/1/19		Transfer from Reserve Fund		\$ 199.05
3/1/19		Interest		\$ 0.71
3/1/19		Transfer from Reserve Fund		\$ 184.71
4/1/19		Interest		\$ 1.15
4/1/19		Transfer from Reserve Fund		\$ 204.50
5/1/19		Interest		\$ 1.52
5/1/19		Transfer from Reserve Fund		\$ 197.90
5/14/19		Transfer from Cost of Issuance		\$ 7,506.37
6/1/19		Interest		\$ 10.48
6/1/19		Transfer from Reserve Fund		\$ 204.50
7/1/19		Interest		\$ 16.47
7/1/19		Transfer from Reserve Fund		\$ 197.90
8/1/19		Interest		\$ 17.09
8/1/19		Transfer from Reserve Fund		\$ 200.05
8/1/19		Transfer from Cost of Issuance		\$ 6.15
9/1/19		Interest		\$ 15.96
9/1/19		Transfer from Reserve Fund		\$ 182.27
<b>TOTAL</b>				<b>\$ 9,369.26</b>
Project (Construction) Fund at 11/8/18				\$ 1,019,257.82
Interest Earned thru 09/30/19				\$ 9,369.26
Requisitions Paid thru 09/30/19				\$ (1,019,257.82)
Remaining Project (Construction) Fund				<b>\$ 9,369.26</b>
<b>Fiscal Year 2020</b>				
<b>TOTAL</b>				<b>\$ -</b>
<b>Fiscal Year 2020</b>				
10/1/19		Transfer from Reserve Fund		\$ 167.79
10/1/19		Interest		\$ 14.98
<b>TOTAL</b>				<b>\$ 182.77</b>
Project (Construction) Fund at 09/30/19				\$ 9,369.26
Interest Earned thru 10/31/19				\$ 182.77
Requisitions Paid thru 10/31/19				\$ -
Remaining Project (Construction) Fund				<b>\$ 9,552.03</b>

Percentage Completed

100.00%

**Exhibit "A"**  
**CANOPY**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Revenue Bonds, Series 2018 A3 - Restricted**

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2019</b>				
<b>TOTAL</b>				<b>\$ -</b>
<b>Fiscal Year 2019</b>				
12/1/18		Interest		\$ 632.88
1/1/19		Interest		\$ 2,548.92
2/1/19		Interest		\$ 2,857.81
3/1/19		Interest		\$ 2,656.69
4/1/19		Interest		\$ 2,946.62
5/1/19		Interest		\$ 2,857.44
6/1/19		Interest		\$ 2,958.28
7/1/19		Interest		\$ 2,868.06
8/1/19		Interest		\$ 2,905.11
9/1/19		Interest		\$ 2,651.93
<b>TOTAL</b>				<b>\$ 25,883.74</b>
Project (Construction) Fund at 11/8/18				\$ 1,500,000.00
Interest Earned thru 09/30/19				\$ 25,883.74
Requisitions Paid thru 09/30/19				\$ -
Remaining Project (Construction) Fund				<b>\$ 1,525,883.74</b>
<b>Fiscal Year 2020</b>				
<b>Fiscal Year 2020</b>				
10/31/19	1	Conn & Associates	Clubhouse Architectural Services	\$ 37,200.00
<b>TOTAL</b>				<b>\$ 37,200.00</b>
<b>Fiscal Year 2020</b>				
10/1/19		Interest		\$ 2,445.15
<b>TOTAL</b>				<b>\$ 2,445.15</b>
Project (Construction) Fund at 09/30/19				\$ 1,525,883.74
Interest Earned thru 10/31/19				\$ 2,445.15
Requisitions Paid thru 10/31/19				\$ (37,200.00)
Remaining Project (Construction) Fund				<b>\$ 1,491,128.89</b>
Percentage Completed				<b>0.00%</b>

**Exhibit "A"**  
**CANOPY**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Revenue Bonds, Series 2018 A4**

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2019</b>				
11/8/18	1	Ox Bottom Mortgage Holdings LLC	Reimbursement for construction costs paid by Developer	\$ 893,101.00
<b>TOTAL</b>				<b>\$ 893,101.00</b>
<b>Fiscal Year 2019</b>				
12/1/18		Interest		\$ 13.80
1/1/19		Interest		\$ 0.02
1/1/19		Transfer from Reserve Fund		\$ 55.57
2/1/19		Interest		\$ 0.13
2/1/19		Transfer from Reserve Fund		\$ 62.20
3/1/19		Interest		\$ 0.22
3/1/19		Transfer from Reserve Fund		\$ 57.72
4/1/19		Interest		\$ 0.36
4/1/19		Transfer from Reserve Fund		\$ 63.91
5/1/19		Interest		\$ 0.48
5/1/19		Transfer from Reserve Fund		\$ 61.84
5/14/19		Transfer from Cost of Issuance		\$ 2,648.52
6/1/19		Interest		\$ 3.62
6/1/19		Transfer from Reserve Fund		\$ 63.91
7/1/19		Interest		\$ 5.72
7/1/19		Transfer from Reserve Fund		\$ 61.84
8/1/19		Interest		\$ 5.92
8/1/19		Transfer from Reserve Fund		\$ 62.52
8/1/19		Transfer from Cost of Issuance		\$ 2.17
9/1/19		Interest		\$ 5.52
9/1/19		Transfer from Reserve Fund		\$ 56.96
<b>TOTAL</b>				<b>\$ 3,232.95</b>
Project (Construction) Fund at 11/8/18				\$ 893,101.79
Interest Earned thru 09/30/19				\$ 3,232.95
Requisitions Paid thru 09/30/19				\$ (893,101.00)
Remaining Project (Construction) Fund				<b>\$ 3,233.74</b>
Percentage Completed				100.00%
<b>Fiscal Year 2020</b>				
<b>TOTAL</b>				<b>\$ -</b>
<b>Fiscal Year 2020</b>				
10/1/19		Transfer from Reserve Fund		\$ 52.43
10/1/19		Interest		\$ 5.17
<b>TOTAL</b>				<b>\$ 57.60</b>
Project (Construction) Fund at 09/30/19				\$ 3,233.74
Interest Earned thru 10/31/19				\$ 57.60
Requisitions Paid thru 10/31/19				\$ -
Remaining Project (Construction) Fund				<b>\$ 3,291.34</b>
Percentage Completed				0.00%