Two Rivers West Community Development District

Board of Supervisors

Nicholas Dister, Chair Carlos de la Ossa, Vice-Chair Ryan Motko, Assistant Secretary Thomas Spence, Assistant Secretary Micheal Rainer, Assistant Secretary Brian Lamb, District Manager Angie Grunwald, District Manager John Vericker, District Counsel Tonja Stewart, District Engineer

Regular Meeting Agenda

Tuesday, June 20, 2023, at 11:00 a.m.

The Regular Meeting of the **Two Rivers West Community Development District** will be held on **June 20, 2023 at 11:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O' Lakes, FL 34638.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Call In Number: 1 (305) 224 1968 Meeting ID: 863 9686 1686 Passcode: 117533

https://us06web.zoom.us/j/86396861686?pwd=WjdORVluaVVxUGRXUXFaU1prTjVqQT09

All cellular phones and pagers must be turned off during the meeting.

REGULAR MEETING OF BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL
- **2. PUBLIC COMMENT** Each individual has the opportunity to comment and is limited to **three** (3) **minutes** for such comment.
- 3. VENDOR AND STAFF REPORTS
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 4. BUSINESS ITEMS
 - - E. General Matters of the District
- 5. CONSENT AGENDA ITEMS
- 6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
- 7. ADJOURNMENT

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

District Manager

District Office
Inframark Management Services
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
(813) 873 – 7300

Meeting Location:

SpringHill Suites by Marriott Tampa Suncoast Parkway 16615 Crosspointe Run Land O' Lakes, FL 34638

Assignment and Assumption

Two Rivers Morris Bridge Improvements

This Assignment and Assumption (this "Assignment") is dated as of June 20, 2023, by and between EPG-Two Rivers, LLC, a Florida limited liability company (the "Developer"), the Two Rivers West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "District"), and Ripa & Associates, LLC, a Florida limited liability company (the "Contractor").

Background Information

The Developer and Contractor entered into the *Master Trade Partner Agreement* dated March 18, 2023 for the *Two Rivers Morris Bridge Improvements* project, a copy of which is attached hereto as **Exhibit A** (together with all any amendments and change orders the "**Agreement**"). As the project is for the construction of public infrastructure, the District requested to have the Agreement assigned to it, and the Developer and Contractor have agreed to an assignment of all of the rights and obligations under the Agreement to the District, subject to the terms and conditions set forth herein.

Now therefore for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Background Information and Exhibits</u>. The foregoing Background Information is accurate and together with the exhibits attached hereto, the Background Information and exhibits are hereby incorporated into this Assignment for all purposes.
- **2.** <u>Definitions.</u> Capitalized terms in this Assignment which are not otherwise defined herein shall have the meaning defined in the Agreement.
- **3.** <u>Assignment of the Agreement.</u> Developer hereby assigns all of Developer's right, title, interest and obligations in, to and under the Agreement to the District, subject to the terms and conditions set forth herein.
- **4.** <u>Assumption of the Agreement.</u> The District hereby accepts this Assignment of the Agreement, and hereby assumes all of the Developer's obligations thereunder, subject to the terms and conditions set forth herein.
- 5. <u>Funding.</u> In December 2022, the District issued its Special Assessment Bonds, Series 2022, to generate construction funds (the "Bond Proceeds") to pay for a portion of the public improvements contemplated by the District, which include those improvements described in the Agreement. Subject to the payment provisions in this Assignment and the terms of the Master Indenture, as supplemented, and ancillary agreements for the above mentioned bonds, the District shall utilize the Bond Proceeds to make all payments due on the Agreement until the Bond Proceeds are exhausted or are no longer available. If the Bond Proceeds are unavailable or insufficient to pay for the improvements in the Agreement, the Developer shall pay to the District, or to directly pay the Contractor, any amounts necessary to fund the shortfall.
- 6. Sales Tax Exemption: The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize costs to the District, the Contractor agrees to cooperate with the District and to allow the District to purchase materials directly in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases

shall inure to the benefit of the District, and the contract sum shall be reduced by cost of the materials purchased, together with the Sales Tax savings thereon, because the contract sum was originally computed on the assumption that materials would be subject to Sales Tax. The District agrees to assume the risk of loss for all materials it directly purchases at the time of purchase, agrees to take title of the materials upon delivery to the job site, and agrees to procure insurance for all items it purchases in the amounts required by Florida law, as applicable.

7. Retainage Amount Modification. To conform to the requirements of Florida law, the Agreement is amended as follows:

The District shall, not later than 45 days following the receipt of proper applications and certificates for payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the application for payment, less retainage of 5% and less the aggregate of previous payments made by the District, in accordance with Section 255.078, *Florida Statutes*.

- **8.** Payment and Performance Bonds. Pursuant to the Agreement, the Contractor has obtained and delivered to Developer certain payment and performance bonds for the work. Contractor and/or Developer hereby transfer and assign their respective interests in the payment and performance bonds to the District, and by assignment thereof, declare that the District shall be and is hereby made the beneficiary of such bonds.
- 9. Contractor's Ability to Lien Developer's Property. The Developer hereby consents to and acknowledges that to the extent the District does not have sufficient proceeds on hand for any payment due Contractor, and the Developer fails to timely provide the requisite funding to the District or to directly pay the Contractor for any shortfall, the Contractor shall have the right to a statutory and equitable claim of lien against the abutting private property in the District benefitting from the Contractor's work. Developer represents that copies of all Notices to Owner and recorded liens received, if any, together with all unpaid monthly statements from Contractor to Developer have been delivered to the District as of the date of this Assignment; that there are no unpaid amounts owed to Contractor that have not been disclosed to the District. The Developer knowingly waives any defense that the work performed by Contractor did not benefit the abutting private property. It shall not be a defense that any claim of lien against Developer's abutting private property is overstated or fraudulent under section 713.31, Florida Statutes.
- **10.** <u>Temporary Construction Easement and License.</u> Developer hereby grants the District and Contractor a temporary non-exclusive easement and license to enter upon Developer's property and perform the work set forth in the Agreement and in the Plans and Specifications, wherever such work is necessary or required. This temporary easement and license shall automatically terminate upon completion of the infrastructure improvements subject to the Agreement.
- **11.** <u>Insurance</u>. The Contractor shall deliver to the District proof of insurance required by the Agreement and name the District as an "Additional Insured" under such policy.
- **12.** <u>Indemnification</u>. Contractor hereby affirms the indemnification provisions of the Agreement shall run to the District, as if the District were originally named as the indemnitee in that section, including the limitation provisions expressly stated therein. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law; that any subcontractor retained by the Contractor shall acknowledge the same in writing.
- **13.** <u>Public Records</u>: As required under Section 119.0701, *Florida Statutes*, the Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order

to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, if any. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT OR THIS ASSIGNMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT INFRAMARK, (954) 603-0033, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

14. E-Verify.

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Assignment, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, the District will terminate this Assignment and its obligations under the Agreement as required by Section 448.095(2)(c), *Florida Statutes* and the Developer shall once again assume all right, title, interest and obligations in, to and under the Agreement with respect to the work remaining.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), *Florida Statutes*, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

15. Public Entity Crimes. Pursuant to Section 287.133(3)(a), *Florida Statutes*:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that it has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Assignment may be terminated by the District

and the Developer shall once again assume all right, title, interest and obligations in, to and under the Agreement with respect to the work remaining.

- **16.** <u>Scrutinized Companies.</u> Pursuant to Section 287.135, *Florida Statutes*, Contractor represents that it has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Assignment may be terminated by the District and the Developer shall once again assume all right, title, interest and obligations in, to and under the Agreement with respect to the work remaining.
- 17. <u>Notice</u>. Where notice is required to be provided under the Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail or email to the other party and shall be deemed received upon actual receipt by mail or email, whichever is first. The addresses for notice to the Developer and Contractor are set forth in the Agreement. The District's mailing address is listed below:

To the District: Two Rivers West Community Development District

Attn: District Manager

c/o Inframark

2005 Pan Am Circle, Suite 300

Tampa, Florida 33607

angie.grunwald@inframark.com

With a copy to: Straley Robin Vericker

1510 W. Cleveland Street Tampa, Florida 33634 Attn: District Counsel <u>jvericker@srvlegal.com</u>

18. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

EPG-Two Rivers, LLC	Two Rivers West Community Development District
Name:Title:	
	Ripa & Associates, LLC
	Chris LaFace CEO

Assignment and Assumption

Two Rivers West Partial Collector Road

This Assignment and Assumption (this "Assignment") is dated as of June 20, 2023, by and between EPG-Two Rivers, LLC, a Florida limited liability company (the "Developer"), the Two Rivers West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "District"), and Ripa & Associates, LLC, a Florida limited liability company (the "Contractor").

Background Information

The Developer and Contractor entered into the *Master Trade Partner Agreement* dated March 18, 2023 for the *Two Rivers West Partial Collector Road* project, a copy of which is attached hereto as **Exhibit A** (together with all any amendments and change orders the "**Agreement**"). As the project is for the construction of public infrastructure, the District requested to have the Agreement assigned to it, and the Developer and Contractor have agreed to an assignment of all of the rights and obligations under the Agreement to the District, subject to the terms and conditions set forth herein.

Now therefore for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Background Information and Exhibits</u>. The foregoing Background Information is accurate and together with the exhibits attached hereto, the Background Information and exhibits are hereby incorporated into this Assignment for all purposes.
- **2.** <u>Definitions.</u> Capitalized terms in this Assignment which are not otherwise defined herein shall have the meaning defined in the Agreement.
- **3.** <u>Assignment of the Agreement.</u> Developer hereby assigns all of Developer's right, title, interest and obligations in, to and under the Agreement to the District, subject to the terms and conditions set forth herein.
- **4.** <u>Assumption of the Agreement.</u> The District hereby accepts this Assignment of the Agreement, and hereby assumes all of the Developer's obligations thereunder, subject to the terms and conditions set forth herein.
- 5. <u>Funding.</u> In December 2022, the District issued its Special Assessment Bonds, Series 2022, to generate construction funds (the "Bond Proceeds") to pay for a portion of the public improvements contemplated by the District, which include those improvements described in the Agreement. Subject to the payment provisions in this Assignment and the terms of the Master Indenture, as supplemented, and ancillary agreements for the above mentioned bonds, the District shall utilize the Bond Proceeds to make all payments due on the Agreement until the Bond Proceeds are exhausted or are no longer available. If the Bond Proceeds are unavailable or insufficient to pay for the improvements in the Agreement, the Developer shall pay to the District, or to directly pay the Contractor, any amounts necessary to fund the shortfall.
- 6. Sales Tax Exemption: The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize costs to the District, the Contractor agrees to cooperate with the District and to allow the District to purchase materials directly in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases

shall inure to the benefit of the District, and the contract sum shall be reduced by cost of the materials purchased, together with the Sales Tax savings thereon, because the contract sum was originally computed on the assumption that materials would be subject to Sales Tax. The District agrees to assume the risk of loss for all materials it directly purchases at the time of purchase, agrees to take title of the materials upon delivery to the job site, and agrees to procure insurance for all items it purchases in the amounts required by Florida law, as applicable.

7. Retainage Amount Modification. To conform to the requirements of Florida law, the Agreement is amended as follows:

The District shall, not later than 45 days following the receipt of proper applications and certificates for payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the application for payment, less retainage of 5% and less the aggregate of previous payments made by the District, in accordance with Section 255.078, *Florida Statutes*.

- **8.** Payment and Performance Bonds. Pursuant to the Agreement, the Contractor has obtained and delivered to Developer certain payment and performance bonds for the work. Contractor and/or Developer hereby transfer and assign their respective interests in the payment and performance bonds to the District, and by assignment thereof, declare that the District shall be and is hereby made the beneficiary of such bonds.
- 9. Contractor's Ability to Lien Developer's Property. The Developer hereby consents to and acknowledges that to the extent the District does not have sufficient proceeds on hand for any payment due Contractor, and the Developer fails to timely provide the requisite funding to the District or to directly pay the Contractor for any shortfall, the Contractor shall have the right to a statutory and equitable claim of lien against the abutting private property in the District benefitting from the Contractor's work. Developer represents that copies of all Notices to Owner and recorded liens received, if any, together with all unpaid monthly statements from Contractor to Developer have been delivered to the District as of the date of this Assignment; that there are no unpaid amounts owed to Contractor that have not been disclosed to the District. The Developer knowingly waives any defense that the work performed by Contractor did not benefit the abutting private property. It shall not be a defense that any claim of lien against Developer's abutting private property is overstated or fraudulent under section 713.31, Florida Statutes.
- **10.** <u>Temporary Construction Easement and License.</u> Developer hereby grants the District and Contractor a temporary non-exclusive easement and license to enter upon Developer's property and perform the work set forth in the Agreement and in the Plans and Specifications, wherever such work is necessary or required. This temporary easement and license shall automatically terminate upon completion of the infrastructure improvements subject to the Agreement.
- **11.** <u>Insurance</u>. The Contractor shall deliver to the District proof of insurance required by the Agreement and name the District as an "Additional Insured" under such policy.
- **12.** <u>Indemnification</u>. Contractor hereby affirms the indemnification provisions of the Agreement shall run to the District, as if the District were originally named as the indemnitee in that section, including the limitation provisions expressly stated therein. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law; that any subcontractor retained by the Contractor shall acknowledge the same in writing.
- **13.** <u>Public Records</u>: As required under Section 119.0701, *Florida Statutes*, the Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order

to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, if any. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT OR THIS ASSIGNMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT INFRAMARK, (954) 603-0033, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

14. E-Verify.

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Assignment, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, the District will terminate this Assignment and its obligations under the Agreement as required by Section 448.095(2)(c), *Florida Statutes* and the Developer shall once again assume all right, title, interest and obligations in, to and under the Agreement with respect to the work remaining.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), *Florida Statutes*, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

15. Public Entity Crimes. Pursuant to Section 287.133(3)(a), *Florida Statutes*:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that it has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Assignment may be terminated by the District

and the Developer shall once again assume all right, title, interest and obligations in, to and under the Agreement with respect to the work remaining.

- **16.** <u>Scrutinized Companies.</u> Pursuant to Section 287.135, *Florida Statutes*, Contractor represents that it has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Assignment may be terminated by the District and the Developer shall once again assume all right, title, interest and obligations in, to and under the Agreement with respect to the work remaining.
- **17.** <u>Notice</u>. Where notice is required to be provided under the Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail or email to the other party and shall be deemed received upon actual receipt by mail or email, whichever is first. The addresses for notice to the Developer and Contractor are set forth in the Agreement. The District's mailing address is listed below:

To the District: Two Rivers West Community Development District

Attn: District Manager

c/o Inframark

2005 Pan Am Circle, Suite 300

Tampa, Florida 33607

angie.grunwald@inframark.com

With a copy to: Straley Robin Vericker

1510 W. Cleveland Street Tampa, Florida 33634 Attn: District Counsel <u>jvericker@srvlegal.com</u>

18. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

EPG-Two Rivers, LLC	Two Rivers West Community Development District
Name:Title:	
	Ripa & Associates, LLC
	Chris LaFace CEO

Assignment and Assumption

Two Rivers SR 56 Turn Lane

This Assignment and Assumption (this "Assignment") is dated as of June 20, 2023, by and between **EPG-Two Rivers, LLC**, a Florida limited liability company (the "**Developer**"), the **Two Rivers West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the "**District**"), and **Ripa & Associates, LLC**, a Florida limited liability company (the "**Contractor**").

Background Information

The Developer and Contractor entered into the *Master Trade Partner Agreement* dated March 18, 2023 for the *Two Rivers SR 56 Turn Lane* project, a copy of which is attached hereto as **Exhibit A** (together with all any amendments and change orders the "**Agreement**"). As the project is for the construction of public infrastructure, the District requested to have the Agreement assigned to it, and the Developer and Contractor have agreed to an assignment of all of the rights and obligations under the Agreement to the District, subject to the terms and conditions set forth herein.

Now therefore for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Background Information and Exhibits</u>. The foregoing Background Information is accurate and together with the exhibits attached hereto, the Background Information and exhibits are hereby incorporated into this Assignment for all purposes.
- **2.** <u>Definitions.</u> Capitalized terms in this Assignment which are not otherwise defined herein shall have the meaning defined in the Agreement.
- **3.** <u>Assignment of the Agreement.</u> Developer hereby assigns all of Developer's right, title, interest and obligations in, to and under the Agreement to the District, subject to the terms and conditions set forth herein.
- **4.** <u>Assumption of the Agreement.</u> The District hereby accepts this Assignment of the Agreement, and hereby assumes all of the Developer's obligations thereunder, subject to the terms and conditions set forth herein.
- 5. <u>Funding.</u> In December 2022, the District issued its Special Assessment Bonds, Series 2022, to generate construction funds (the "Bond Proceeds") to pay for a portion of the public improvements contemplated by the District, which include those improvements described in the Agreement. Subject to the payment provisions in this Assignment and the terms of the Master Indenture, as supplemented, and ancillary agreements for the above mentioned bonds, the District shall utilize the Bond Proceeds to make all payments due on the Agreement until the Bond Proceeds are exhausted or are no longer available. If the Bond Proceeds are unavailable or insufficient to pay for the improvements in the Agreement, the Developer shall pay to the District, or to directly pay the Contractor, any amounts necessary to fund the shortfall.
- 6. Sales Tax Exemption: The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize costs to the District, the Contractor agrees to cooperate with the District and to allow the District to purchase materials directly in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the District, and shall be coordinated with the Contractor's work schedule. All savings realized by the District as a result of such direct purchases

shall inure to the benefit of the District, and the contract sum shall be reduced by cost of the materials purchased, together with the Sales Tax savings thereon, because the contract sum was originally computed on the assumption that materials would be subject to Sales Tax. The District agrees to assume the risk of loss for all materials it directly purchases at the time of purchase, agrees to take title of the materials upon delivery to the job site, and agrees to procure insurance for all items it purchases in the amounts required by Florida law, as applicable.

7. Retainage Amount Modification. To conform to the requirements of Florida law, the Agreement is amended as follows:

The District shall, not later than 45 days following the receipt of proper applications and certificates for payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the application for payment, less retainage of 5% and less the aggregate of previous payments made by the District, in accordance with Section 255.078, *Florida Statutes*.

- **8.** Payment and Performance Bonds. Pursuant to the Agreement, the Contractor has obtained and delivered to Developer certain payment and performance bonds for the work. Contractor and/or Developer hereby transfer and assign their respective interests in the payment and performance bonds to the District, and by assignment thereof, declare that the District shall be and is hereby made the beneficiary of such bonds.
- 9. Contractor's Ability to Lien Developer's Property. The Developer hereby consents to and acknowledges that to the extent the District does not have sufficient proceeds on hand for any payment due Contractor, and the Developer fails to timely provide the requisite funding to the District or to directly pay the Contractor for any shortfall, the Contractor shall have the right to a statutory and equitable claim of lien against the abutting private property in the District benefitting from the Contractor's work. Developer represents that copies of all Notices to Owner and recorded liens received, if any, together with all unpaid monthly statements from Contractor to Developer have been delivered to the District as of the date of this Assignment; that there are no unpaid amounts owed to Contractor that have not been disclosed to the District. The Developer knowingly waives any defense that the work performed by Contractor did not benefit the abutting private property. It shall not be a defense that any claim of lien against Developer's abutting private property is overstated or fraudulent under section 713.31, Florida Statutes.
- **10.** <u>Temporary Construction Easement and License.</u> Developer hereby grants the District and Contractor a temporary non-exclusive easement and license to enter upon Developer's property and perform the work set forth in the Agreement and in the Plans and Specifications, wherever such work is necessary or required. This temporary easement and license shall automatically terminate upon completion of the infrastructure improvements subject to the Agreement.
- **11.** <u>Insurance</u>. The Contractor shall deliver to the District proof of insurance required by the Agreement and name the District as an "Additional Insured" under such policy.
- **12.** <u>Indemnification</u>. Contractor hereby affirms the indemnification provisions of the Agreement shall run to the District, as if the District were originally named as the indemnitee in that section, including the limitation provisions expressly stated therein. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law; that any subcontractor retained by the Contractor shall acknowledge the same in writing.
- **13.** <u>Public Records</u>: As required under Section 119.0701, *Florida Statutes*, the Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order

to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, if any. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT OR THIS ASSIGNMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT INFRAMARK, (954) 603-0033, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

14. <u>E-Verify.</u>

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Assignment, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, the District will terminate this Assignment and its obligations under the Agreement as required by Section 448.095(2)(c), *Florida Statutes* and the Developer shall once again assume all right, title, interest and obligations in, to and under the Agreement with respect to the work remaining.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), *Florida Statutes*, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

15. Public Entity Crimes. Pursuant to Section 287.133(3)(a), *Florida Statutes*:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that it has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Assignment may be terminated by the District

and the Developer shall once again assume all right, title, interest and obligations in, to and under the Agreement with respect to the work remaining.

- **16.** <u>Scrutinized Companies.</u> Pursuant to Section 287.135, *Florida Statutes*, Contractor represents that it has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Assignment may be terminated by the District and the Developer shall once again assume all right, title, interest and obligations in, to and under the Agreement with respect to the work remaining.
- **17.** <u>Notice</u>. Where notice is required to be provided under the Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail or email to the other party and shall be deemed received upon actual receipt by mail or email, whichever is first. The addresses for notice to the Developer and Contractor are set forth in the Agreement. The District's mailing address is listed below:

To the District: Two Rivers West Community Development District

Attn: District Manager

c/o Inframark

2005 Pan Am Circle, Suite 300

Tampa, Florida 33607

angie.grunwald@inframark.com

With a copy to: Straley Robin Vericker

1510 W. Cleveland Street Tampa, Florida 33634 Attn: District Counsel <u>jvericker@srvlegal.com</u>

18. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this Assignment as of the date and year first written above.

EPG-Two Rivers, LLC	Two Rivers West Community Development District
Name:Title:	
	Ripa & Associates, LLC
	Chris LaFace CEO

TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT

May 16, 2023, Minutes of the Regular Meeting

2 3

1

4

5

10 11

12

13

14

15

16

17

18 19

20

21

22

23

24

25

26 27

28

29

30

31

32 33

34

35 36

37 38

39 40

41

42

43 44

45

46

47 48

MINUTES OF THE REGULAR MEETING

The Regular Meetings of the Board of Supervisors for the Two Rivers West Community Development District was held on Tuesday, May 16, 2023, at 11:00 a.m. at Springhill Suites by Marriott Tampa Suncoast Parkway located at 16615 Bexley Village Dr., Land O'Lakes, FL 34638.

1. CALL TO ORDER

Staff Members Present:

Angie Grunwald called the Regular Meetings of the Board of Supervisors of the Two Rivers West Community Development District to order on Tuesday, May 16, 2023, at 11:27 a.m.

Board Members Present and Constituting a Quorum:

Nick Dister Chairman Carlos de la Ossa Vice-Chairman Thomas Spence Supervisor Supervisor Ryan Motko

District Manager, Inframark Angie Grunwald

There were no members of the general public in attendance.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. VENDOR AND STAFF REPORTS

- A. District Counsel
- **B.** District Engineer
- C. District Manager

There were no staff reports at this time.

4. BUSINESS ITEMS

A. Resignation of Board of Supervisor – Steve Luce

The Board reviewed and accepted the resignation by Steve Luce for the Two Rivers West CDD.

4950

51

52

53

54

55

56

MOTION TO: Accept the resignation by Steve Luce for Two Rivers

West CDD.

MADE BY: Supervisor de la Ossa SECONDED BY: Supervisor Motko

DISCUSSION: None further

RESULT: Called to Vote: Motion PASSED

4/0 - Motion Passed Unanimously

57 58

B. Appointment of Board Member Replacement(s)

596061

62

64

65

66

The Board reviewed and appointed a replacement for Steve Luce with Mike Rainer.

63 MOTION TO:

Appoint Mike Rainer to serve on the Board of

Supervisors for Two Rivers West CDD.

MADE BY:

RESULT:

Supervisor de la Ossa

SECONDED BY:

Supervisor Motko

67 DISCUSSION:

None further

68

Called to Vote: Motion PASSED

4/0 - Motion Passed Unanimously

70 71

69

C. Individual Board Member Acceptance or Waiver of Compensation

72 73 74

Mr. Mike Rainer was not present for the acceptance or waiver of compensation.

75 76 77

D. Consideration of Resolution 2023-04; Re-Designation of Officers

78 79 80

81

The Board reviewed Resolution 2023-04 the Board of Supervisors remain the same with Nicholas "Nick" Dister as Chairman and Carlos de la Ossa as Vice-Chair. The remaining members of the Board are assigned as Assistant Secretary.

82 83 84

E. Consideration of Resolution 2023-05; Approving the Proposed Fiscal Year 2024 Budget & Setting Public Hearing

858687

The Board reviewed and motioned to approve Resolution 2023-05.

88 89 90 91 92

93

94

95

96

97

MOTION TO: Approve Resolution 2023-05 as stated.

MADE BY: Supervisor de la Ossa SECONDED BY: Supervisor Motko

DISCUSSION: None further

RESULT: Called to Vote: Motion PASSED

4/0 - Motion Passed Unanimously

98 99

F. Announcement of Qualified Electors

100 101

Ms. Grunwald announced there were no qualified electors for Two Rivers West CDD.

102103

G. General Matters of the District

104 105

There were no general matters of the District currently.

106 107 108

5. CONSENT AGENDA ITEMS

- A. Consideration of Regular Board of Supervisors Meeting March 21, 2023,
- B. Consideration of Operations and Maintenance Expenditures March 2023
- C. Review of Financial Statements for Month Ended March 31, 2023

110 111 112

109

The Board reviewed the consent agenda items.

113

114

116

117

118

119

MOTION TO: Approve Consent Agenda Items A through C as

stated.

MADE BY: Supervisor de la Ossa SECONDED BY: Supervisor Motko DISCUSSION: None further

RESULT: Called to Vote: Motion PASSED

120 4/0 - Motion Passed Unanimously

121 122

6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

123124

There were no Board of Supervisors requests or comments.

125126

127

128 129

130

131

132

	MOTION TO:	Adjourn.
	MADE BY:	Supervisor de la Ossa
	SECONDED BY:	Supervisor Dister
	DISCUSSION:	None further
	RESULT:	Called to Vote: Motion PASSED
		4/0 - Motion Passed Unanimously
*Please note	the entire meeting is ava	tilable on disc.
*These minu	tes were done in summar	y format.
considered o	at the meeting is advised	al any decision made by the Board with respect to any d that person may need to ensure that a verbatim record stimony and evidence upon which such appeal is to be based.
Signature		Signature
Signature Printed Na	me	Signature Printed Name
Printed Na	me	Printed Name
Printed Na Title:		Printed Name Title:
Printed Na Title:		Printed Name Title: □ Chairman
Printed Na Title:		Printed Name Title: Chairman Vice Chairman Recorded by Records Administrator
Printed Na Title:		Printed Name Title: Chairman Vice Chairman
Printed Na Title:		Printed Name Title: Chairman Vice Chairman Recorded by Records Administrator

General Development Contractor Agreement

Project Name: Two Rivers West Collector Road Phase 2

BETWEEN

"Owner"

EPG -Two Rivers, LLC 111 S. Armenia Avenue, Suite 201 Tampa, FL 33609 Main Telephone: (813) 363-4888

AND

"Contractor"

RIPA & Associates, LLC Contractor's State License No.: CUC1224980 1409 Tech Blvd, Suite 1 Tampa, FL 33619 Main Telephone: (813) 623-6777

"Designer/Engineer"

WRA Engineering. 4260 W Linebaugh Ave. Tampa, FL Telephone: (813) 265-3130

SECTION REFERENCES

<u>Section</u>	<u>Title</u>
1.	SCOPE OF WORK
2.	LABOR AND SUPERVISION
3.	LEGAL COMPLIANCE
4.	JOB RULES
5.	LIENS AND BOND CLAIMS
6.	OWNER'S EQUIPMENT
7.	SECURITY
8.	CLEAN UP
9.	INSURANCE
10.	EXPRESS WARRANTIES
11.	EXTRA WORK/CHANGES
12.	PAYMENT
13.	REMEDIES AND TERMINATION
14.	DEFENSE AND INDEMNITY
15.	DISPUTE RESOLUTION
16.	INDEPENDENT CONTRACTOR/AUTHORITY
17.	CONTRACTOR REGULATION
18.	CUSTOMER APPRECIATION GIFTS OR EVENTS
19.	NO GIFTS
20.	STANDARDS OF BUSINESS ETHICS
21.	COOPERATION BY CONTRACTOR

LIST OF SCHEDULES

Schedule	<u>Title</u>
"1"	SCOPE OF WORK
"2"	PROJECT LOCATION/JOB SITE/LEGAL DESCRIPTION
"3"	LIST OF SUBCONTRACTORS
"4"	PLANS AND SPECIFICATIONS
"5"	NOTICE TO PROCEED
"5 A"	CONSTRUCTION SCHEDULE
"6"	JOB RULES
"7"	INSURANCE
"8"	CHANGE ORDER
"9"	BASIS OF CONTRACT AND PROGRESS BILLING SHEET
"10"	CONTRACTOR RATES AND RENTAL RATES

MASTER TRADE PARTNER AGREEMENT (LAND)

CONTRACTOR'S STATE LICENSE No: CUC1224980

CONTRACT: Two Rivers West Collector Road Phase 2

THIS MASTER TRADE PARTNER AGREEMENT (LAND) (hereinafter referred to as the "Agreement'), is made and entered into, on <u>June 15, 2023</u> by and between EPG Two Rivers, LLC whose address is 111 S. Armenia Ave, Suite 201, Tampa, FL 34683 telephone number (813) 363-4888 ("Owner") and RIPA & Associates, LLC, a Florida Limited Liability Company, whose address 1409 Tech Blvd Suite 1, Tampa FL 33619, telephone number (813) 623-6777 ("Contractor").

- SCOPE OF WORK: Contractor shall provide labor, materials, equipment, tools, machinery equipment, transportation, fuel, power, light, heat, telephone, water, sanitary facilities, permits, certificates, bonds, supplies, facilities, incidentals and other materials and services as required for the prompt and efficient execution of the duties under such terms and conditions as Owner shall deem necessary and as provided herein and as more particularly described in the "Scope of Work' attached hereto as Schedule "1" (collectively, the "Work").
 - 1.1 PROJECT NAME. ("Project") Two Rivers West Collector Road Phase 2
 - 1.2 PROJECT LOCATION. ("Job Site") Two Rivers. Pasco County, Florida, and as more particularly described on Exhibit 1 attached hereto.
 - 1.3 PROJECT OWNER. The Owner of the Project is EPG- Two Rivers, LLC ("Owner").
 - 1.4 SUBCONTRACTOR. Unless otherwise provided, the term "Subcontractor" shall include all persons or entitles of all tiers, whether contracting directly with Contractor, or any person acting by, through or under Contractor, that are providing labor, materials, equipment, supplies, and/or supervision (including all suppliers) to satisfy the requirements of Contractor's Work. Contractor shall keep any Subcontractors informed of the requirements of this Agreement. Contractor shall not employ any Subcontractor or other party that is to furnish any principal item of material or equipment, whether initially or as a substitute, against whom Owner has any reasonable objection. If Owner does not object in writing to any Subcontractor or other party listed in Contractor's bid for the Work prior to the giving of the notice of award, each Subcontractor and other party so listed shall be deemed to be acceptable to Owner. Attached hereto as Exhibit 2 is a list of Contractor's proposed Subcontractors. Acceptance of any Subcontractor or other party by Owner shall not constitute a waiver of any right of Owner to reject defective or nonconforming Work or constitute a warranty or representation of any nature with respect to such party. Without the prior written consent of Owner, Contractor shall make no substitution for any Subcontractor or other party that has been accepted by Owner as provided above. If Contractor requests Owner's permission to substitute a Subcontractor previously approved by Owner, Contractor acknowledges and agrees that the Owner may, prior to its approval of any requested substitution, investigate the reasons for the substitution (including but not limited to. contacting the Subcontractor who Contractor desires to terminate).
 - PERFORMANCE OF THE WORK. Contractor shall furnish all labor, materials, equipment, supplies, supervision and all other things necessary to timely and properly perform the Work in a good and workmanlike manner, free from defects in workmanship or materials, acceptable to Owner, and in strict accordance with (i) the plans and specifications, as more particularly describe in Exhibit 3 (ii) any applicable manufacturer's specifications, recommendations or requirements, (iii) applicable industry standards, codes, or other rules or regulations, and (iv) the requirements of Owner's overall Construction Schedule. Contractor guarantees the availability of all labor, equipment and materials necessary to complete the Work in strict accordance with Owner's Construction Schedule and shall diligently and continuously perform the Work until final acceptance by the applicable governmental authority, Contractor shall be solely responsible to pay for all labor, salaries, materials, tools, equipment, supplies, state, federal, local and all other applicable sales, use, income or other taxes of any type or nature, transportation, storage facilities, offices, telephones, other overhead, shop drawings, supervision, temporary or permanent facilities and all other things necessary for the full and complete performance of the Work addressed in this Agreement and, if applicable, any

amendments thereto. Contractor shall secure and pay for all permits and governmental fees, licenses and Inspections, to the extent necessary, for the proper execution and completion of Contractor's Work. Contractor shall perform the Work in a manner which maintains free access to all fire hydrants, unless and until Contractor receives written permission from the applicable fire protection districts or fire departments to obstruct such access. Contractor shall cooperate with Contactor in obtaining final approval of the Work by the requisite governmental or quasi-governmental authority, including public utility companies. No substitutions shall be allowed in the performance of the Work unless expressly approved by Owner in writing, Contractor shall provide Owner with an approved set of as-built plans within ten (10) days of acceptance of the Work by the applicable governmental authority.

- INSPECTION AND INVESTIGATION. Contractor shall fully and completely investigate and study (i) 1.6 the Project/Job Site, (ii) the plans and specifications, (iii) any manufacturer's specifications, and (iv) all other conditions that may affect the Work. By executing this Agreement, Contractor represents that it has noted no deficiencies or problems with the Project/Job Site, the plans and specifications, the manufacturer's specifications, or any other conditions which would impact its ability to perform the Work in accordance with the requirements of this Agreement. If Contractor subsequently discovers any discrepancies between the plans, specifications, manufacturer's specifications, physical conditions, or any errors and omissions in the plans or specifications or in the layout as given that might affect the Work, Contractor shall immediately notify Owner in writing. Any Work performed by Contractor relating to such discrepancy, error or omission without Owner's written approval shall be done at Contractor's sole risk, Prior to ordering materials or performing the Work, Contractor shall verify that the materials are adequate for the performance of the Work, and that all measurements or conditions relevant to Contractor's Work are acceptable. No extra charge or compensation shall be allowed on account of differences between actual dimensions or conditions. and the measurements and conditions which may be found as indicated in the plans and specifications. The soils and geology reports, investigations or borings available to Contractor were prepared by third parties and made only for the purpose of study and design. Owner does not warrant or guarantee, either expressly or impliedly, the sufficiency or accuracy of the reports or investigations or borings which have been made, or any conditions that exist throughout the Project/Job Site. Contractor agrees to undertake the Work subject to all site conditions as they now exist or may arise.
- 1.7 DEFECTIVE WORK. Contractor is responsible, at its sole cost, for promptly repairing or replacing any defective Work noted by Owner or any third-party inspectors. Contractor shall provide Owner with an itemized construction inspection checklist in a form approved by Owner that Contractor will use to verify completion and workmanship of the Work. The failure of Owner, a third-party Inspector and/or the applicable governmental inspecting authority to identify any defects in the Work during any inspection shall not relieve Contractor of its responsibility to perform the Work in accordance with the requirements of this Agreement. Owner, the third-party inspector and/or the applicable governmental inspecting authority shall be the sole judge of the adequacy of the repairs made to fix defective Work. If Contractor covers any Work prior to Owner's, the third-party inspector's and/or the applicable governmental inspecting authority's inspection of the Work, then Contractor shall be responsible for the cost of uncovering or removal and replacement of the Work to allow Owner's inspection. Contractor shall correct all items noted as needing correction within forty-eight (48) hours of receipt of Owner's notice.
- CONSTRUCTION SCHEDULE/CONTRACT COMPLETION DATE. The Work to be performed 1.8 pursuant to this Agreement shall commence on the date specified in the fully executed Notice to Proceed in substantially the form attached hereto as Exhibit 4. Contractor shall attend preconstruction meetings with Owner and shall prepare a construction schedule ("Construction Schedule") which depicts in detail the sequence and timing of all significant aspects of the Work. including, without limitation, starting and completion dates of all portions of the Work, for review and approval by Owner. The approved Construction Schedule is or shall be, when approved by Owner. attached hereto as Exhibit 4, Contractor shall diligently and continuously perform the Work without delay and/or Interruption to its completion within the time allotted in the Construction Schedule ("Contract Completion Time"), on or before the date set forth in the Construction Schedule for final completion of the Work ("Contract Completion Date"). Contractor shall require at least one authorized representative to attend regular team meetings with Owner and other appropriate consultants to review proposed Work, coordinate work schedules and resolve any conflicts or remaining design Issues associated with the Work, Contractor shall deliver to Owner the Construction Schedule within five (5) working days after delivery of an executed original of this Agreement by Owner to Contractor. Contractor shall comply with the deadlines and schedules established in the Agreement and by Owner, and shall prosecute the Work with diligence and with adequate labor, equipment and

materials to satisfy Contractor's progress requirements and so as to not delay the work of other contractors, Contractor shall cooperate and coordinate its Work with owner and all other contractors, Contractor shall provide written weekly updates to Owner which specifically detail the actual sequence and timing of the Work compared to the Construction Schedule, Contractor's failure to provide written weekly updates to Owner shall be considered a material breach of this Agreement.

- 1.8.1 WORKING DAY DEFINED. A "working day" is defined hereunder as any day other than (i) Saturday or Sunday: (ii) a federal holiday; (iii) any day Contractor is prevented from working during the first five (5) hours of the working day with at least sixty percent (60%) of the normal workforce due to causes beyond Contractor's control.
- 1.8.2 WORK DELAYS. If Contractor is delayed in the performance of the Work by any act or neglect of Owner, or by an employee, agent or representative of Owner, or by changes ordered in the Work not caused by or resulting from the default, negligence or collusion on the part of Contractor, or by unusually severe weather conditions not reasonably anticipated for the locale (from June 1st of each year through September 30th it is reasonable to anticipate rain in Pasco County, FL), or by fire, unavoidable casualty, acts of God, any industry-wide dispute which prevents Contractor from obtaining labor or materials necessary for performance of the Work (provided, however, that suitable substitute materials or labor are not reasonably obtainable), or any industry-wide labor dispute or other delay not within the reasonable control of Contractor which prevents the transportation of necessary materials to the Project/Job Site (provided, however, that suitable substitute transportation of such materials is not reasonably available), or national emergency (collectively, "Permitted Delays"), then the Contract Completion Time shall be extended by Change Order for a period equal to the length of the Permitted Delay, if, within five (5) days after the commencement of any Permitted Delay, Contractor delivers to Owner a written notice of the Permitted Delay stating the nature thereof, and within ten (10) days following the expiration of the Permitted Delay, provides a written request for extension of the Contract Completion Time by reason of the Permitted Delay and such extension is approved by Owner, which approval shall not be unreasonably withheld, provided, however, that no such extension shall be given unless the delay for which a request for extension is made Is included in those Items for which an extension of the Contract Completion Time is appropriate pursuant to the provisions of this Section 1.8.2. If Contractor fails to deliver to Owner the written notices required by this Section 1.8.2 within the required periods, then the extension of the Contract Completion Time attributable to such Permitted Delay shall be decreased by one (1) day for each day beyond the applicable five (5) day period Contractor fails to deliver any required notice to Owner. No extension of the Contract Completion Time (or right on the part of Contractor to secure any such extension) pursuant to this Section 1.8.2 shall prejudice any right Owner may have, under this Agreement, or otherwise, to terminate this Agreement. If Contractor fails to so notify Owner of a Permitted Delay, the Contract Completion Time shall not be extended.
- 1.8.3 LIQUIDATED DAMAGES. Owner and Contractor acknowledge and agree that time is of the essence with respect to this Agreement. Contractor and Owner further acknowledge and agree that if the Work is not completed by Contractor within the Contract Completion Time. subject to Permitted Delays, owner will suffer substantial damages which are, at the date of execution of this Agreement, extremely difficult and impracticable to ascertain. Therefore, Owner and Contractor agree that if Contractor shall fail to complete the Work within the Contract Completion Time, Contractor shall pay Owner as liquidated damages, and not as a penalty but as a reasonable estimate as of the date of execution of this Agreement of the amount of damages Owner will suffer due solely for delay the daily amount determined by multiplying the Daily Contract Price (as defined herein) by five percent (12%), per day for each calendar day beyond the Contract Completion Date that the Work has not been completed, rounded up to the next \$1000 increment. For purposes of this Section 1.8.3, the "Daily Contract Price" is the Contract Price divided by the number of days in which the Work is to be completed, as set forth in the Construction Schedule. As an example of the calculation of the daily liquidated damages amount to be paid under this Section 1.8.3, if the Contract Price is \$6,628,477.45 and the time in which the Work is to be completed under the Construction Schedule Is 265 days, the Daily Contract Price Is \$25,355.00 (\$6.628,477.45) divided by 265 days), and the dally liquidated damage amount is \$3,042.00 (\$25,355.00 times 0.12), which is rounded up to \$3,500.00 per day Notwithstanding anything in the foregoing to the contrary, Owner and contractor acknowledge and agree that

this liquidated damages provision shall only apply to damages caused by Contractor's failure to complete the Project within the Contract Completion Time. The parties further acknowledge and agree that Owner is entitled to any and all legal and equitable remedies Owner may have where Owner's damages are caused by any reason other than Contractor's failure to complete the Project within the Contract Completion Time.

Owner and Contractor hereby initial this provision to acknowledge that daily liquidated damages first shall be deducted from the retention described in section 12.1.3 below

Owner's initials

Contractor's initials

- 1.8.4 FAILURE TO COMPLY WITH CONSTRUCTION SCHEDULE. If Owner determines that the progress of the Work is not in substantial conformance to the Construction Schedule and Work will not be completed within the Contract Completion Time, Owner may require Contractor to take such actions as Owner deems necessary to expedite progress of the Work to be in conformance with the Construction Schedule. Such actions may include, without limitation, increasing the number of workers performing the Work, utilizing overtime work and requiring additional work shifts. Such action by Owner to require Contractor to conform to the Construction Schedule shall not entitle Contractor to receive any additional compensation for any such required activities.
- 1.9 WORK OF OTHERS. Contractor shall be responsible for protecting its Work, and the work of other contractors or Owner until final acceptance by the requisite governmental authority. Contractor shall, without limitation, be fully responsible for the protection of all existing structures, materials, equipment, curbs, landscaping, flora, fauna and adjacent property, of any. Contractor shall be responsible for inspecting the work of other contractors that may affect its own Work and shall immediately report to Owner, in writing, any defects, discrepancies or problems which could adversely affect Contractor's work.

1.10 MATERIALS...

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. In order to secure pricing on materials and ensure availability of materials, all materials will be ordered at the beginning of the job. Contractor will invoice the owner as the materials are delivered. In no event shall responsibility or risk of loss shift to owner with respect to such materials or job site and are the sole risk and responsibility of Contractor. Contractor shall be responsible for damage or loss to all material and equipment. Title to work shall vest in owner upon performance, provided, however the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations hereunder. This is a lump sum contract; any material price increases over period of contract gives EPG TWO RIVERS, LLC the right to re-bid.

- DELAYS AND DISRUPTIONS/WAIVER OF CONSEQUENTIAL DAMAGES. In the event of any delay, disruption, interference, stoppage or hindrance in commencement or prosecution of the work caused by any reason whatsoever, including any work interruptions caused in whole or in part, or alleged to have been caused in whole or in part, by Owner or other contractors (collectively, "Work Interruptions"), Contractor, to the fullest extent permitted by law, hereby waives any damages caused by such Work Interruptions. Contractor's sole and exclusive remedy for any Work Interruptions shall be an extension of time to perform its work. To the fullest extent permitted by law Contractor specifically waives any right to recover direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to delay damages, costs of acceleration, inefficiency, loss of organization, loss of profits, job site or home office overhead, labor or material escalation, or deterioration of materials, caused by any work interruption or other cause, including the fault of Owner or any other person, Notwithstanding the foregoing, these waivers shall not preclude recovery of direct damages by Contractor for work interruptions caused solely by fraud, bad faith, or active interference on the part of Owner.
- 1.12 BONDS. If applicable, Contractor shall provide within five (5) days after Owner's request, both a

performance and a payment bond as security for performance and payment of all its obligations under this Agreement. Such bonds shall (a) be in amounts at least equal to the Contract Price, (b) be in a form acceptable to Owner, (c) provide that Contractor and Surety agree to perform on all terms, covenants and conditions of the Work, and (d) be issued by sureties qualified to do business in the state where the Project or Job Site is located and named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds," as published in the Federal Register as Department Circular 570 by the Financial Management Services of the U.S. Department of Treasury.

Upon the incremental completion of the Work, Owner may, but Is under no obligation to, permit Contractor to reduce the amount of the performance bond to a lower level specified by Owner for the duration of the warranty period, or Owner may allow Contractor to replace the performance bond with a one-maintenance bond in an amount less than the face amount of the performance bond. In any event, Owner shall release all bonds upon the expiration of the warranty period.

- LABOR AND SUPERVISION: Contractor shall maintain competent and sufficient supervision and employees 2. on site during all times that Contractor is performing its Work. Contractor's superintendent shall be experienced, fully able to communicate with Owner, trained, knowledgeable as to the Work, and shall have full authority to act for and bind Contractor. Contractor's superintendent shall be satisfactory to Owner, and shall not be changed without Owner's written consent. All communications or directions given to the Contractor's superintendent shall be as binding as if given to Contractor. Contractor shall enforce strict discipline and good order among Its employees and Subcontractors and shall not employ any unfit or unskilled person. Contractor shall Immediately remove and replace any person deemed unfit or unskilled by Owner. Contractor shall maintain a list of all persons performing its Work on the Job Site, including the list of Subcontractors as provided pursuant to Section 1.4, and shall produce such list to Owner upon request. Contractor shall perform criminal background checks of any person that will perform any portion of its Work, and Contractor shall not allow any registered sex offender, or any person convicted of a felony or a misdemeanor involving theft, larceny, violence, sexual assault or any other crime of moral turpitude to work at the Project or Job Site. In performing such background checks, Contractor shall comply with all requirements of the Fair Credit Reporting Act and any other applicable laws and regulations.
- 3. LEGAL COMPLIANCE: Contractor and any Subcontractors shall, at all times, comply with all applicable local. state, or federal statutes, ordinances, rules and regulations, and any amendments thereto, as well as those of any other public body having authority concerning the Work, including without limitation, the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq., the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. ("FCPA"), the Immigration Reform and Control Act of 1986 ("IRCA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRAIRA"), the Immigration and Nationality Act ("INA"), all applicable equal employment opportunity laws and requirements promulgated by any governmental authority, Including, without limitation, the requirements of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, et seq., Executive Orders 11246, 11375 and 11478, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Fair Labor Standards Act; all applicable local, state, or federal environmental law and regulations including, without limitation, the Clean Air Act, 42 U.S.C. §§ 7401-7671; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601-9675; the Solid Waste Disposal Act, 42 USC§§ 6901-6992, the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692; and the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-5.
 - 3.1 IMMIGRATION. With respect to its obligations herein or in any Amendment hereto, Contractor specifically warrants and covenants that is (i)shall not knowingly hire or continue to employ aliens not authorized to work in the United States, (ii) has and shall continue to verify the employment documentation specified in the Immigration Act, and (iii) has and shall property complete and retain the U.S., Citizenship and Immigration Services' Form 1-9 for all its employees covered by the Immigration Act. accordingly, and pursuant to the indemnity requirements of this Agreement, Contractor agrees to defend, indemnify, and hold Owner free and harmless from and against any claims or charges asserted or filed against and any judgments, fines, penalties or assessments entered against Owner arising from or as the result of the employment or engagement by Contractor or any Subcontractors of any person inconsistent with the foregoing covenants or the laws of the United States. In addition, should Contractor fail to comply with this section, Owner shall have the right to rescind this Agreement and/or declare Contractor In default under this Agreement and as a result Owner will be entitled to all direct, indirect, consequential, Impact, or other costs, expenses, or damages, including but not limited to costs, loss of organization, lost profits, or attorneys' fees and/or

paraprofessional fees arising out of or as a result of Contractor's breach of this section. Furthermore, at Owner's sole discretion and as a monetary remedy for such breach, Owner may, as liquidated damages and not as a penalty, withhold all or any portion of payments owed to Contractor for any work completed but unpaid prior to Contractor's breach.

- 3.2 PATENT AND COPYRIGHTS. Contractor shall assume all liability for and defend, indemnify and hold harmless Owner against any claims with respect to royalties, licenses, patent fees, or other fees, charges, fines, penalties or other charges made in connection with the use of patented or copyrighted processes or materials in connection with Its Work. Contractor further represents that the performance of the Work and provision of materials in conjunction therewith does not and shall not upon completion and transfer to Owner, violate or infringe on any trademark, copyright, patent or other intellectual property right.
- 3.3 <u>ENVIRONMENTAL</u>. By signing this Agreement, Contractor acknowledges that it is responsible for (a) understanding and complying with the specific environmental requirements applicable to the Work, (b) ensuring that the Work does not interfere with efforts by Owner employees or other contractors and/or Subcontractors to comply with environmental requirements and (c) ensuring the Work does not violate applicable environmental laws and regulations. Contractor remains independently responsible for understanding and complying with all applicable environmental requirements regardless of whether a pre-construction meeting is held.

Further, it is acknowledged and agreed by Contractor that prior to the initiation of the Work, Contractor will inspect the Job Site, observe the environmental conditions, and review Owner's environmental plans and specifications, including Owner's Stormwater Pollution Prevention Plan or equivalent ("SWPPP"), wetlands or endangered species limitations, dust control plan, and any Spill Prevention and Control Countermeasure Plan, or its equivalent, if applicable so as to ensure Contractor has notice and knowledge of the environmental conditions of the Job Site. If, during the course of its performance of the Work, Contractor discovers a previously unidentified environmental condition, Contractor shall immediately notify Owner and shall not proceed with any Work that would disturb such environmental condition without Owner's approval.

Contractor shall take care not to damage any Best Management Practices ("BMPs") or Control Measures, as defined below, and in the event Contractor or any Subcontractor causes such damage It shall immediately report such damage to Owner and take appropriate measures to remedy such damage. Without limiting any of its other rights or remedies provided elsewhere in this Agreement (including its right to defense and indemnification by Contractor), Owner may offset from any payments or credits due Contractor: (i) the costs to repair or replace any BMPs or Control Measures damaged by Contractor or any Subcontractor; and (ii) the costs of all fines, fees, expenses and other penalties sought against or incurred by Owner due to, In whole or in part, (a) Contractor's or any Subcontractor's violation of the obligations herein, (b) Contractors or any Subcontractor's violation of the Water Quality Requirements or Dust Control requirements as defined below, including violations arising from damage to BMPs or Control Measures caused by Contractor or any Subcontractor, (c) Contractor's or any Subcontractor's interference with the implementation of the Water Quality and Dust Control Requirements by Owner or by any other party responsible for implementing the Water Quality or Dust Control Requirements, (d) spills, releases, or discharges of hazardous, toxic, or other substances caused by Contractor or any Subcontractor, (e) Contractor's or any Subcontractor's failure to comply with the requirements of Section 3.3.1 of this Agreement regarding hazardous and toxic substances, or (f) Contractor's or any Subcontractor's failure to comply with the requirements of Section 3.3.2.1 of this Agreement regarding Spill Prevention, Control and Countermeasures for the Project/Job Site. Failure to satisfy the obligations in this paragraph shall be deemed a material default of this Agreement, and Owner may, without prejudice to any other right or remedy, withhold any payments to Contractor under this Agreement or otherwise until Contractor has remedied Its failure, and/or terminate this Agreement, withhold payments otherwise due Contractor under this Agreement or otherwise, and retain a separate Contractor to complete Contractor's obligations at Contractor's expense.

3.3.1 HAZARDOUS AND TOXIC SUBSTANCES. Prior to commencing the Work at the Job Site, Contractor shall identify in writing all hazardous or toxic substances, as those substances are defined in the applicable environmental laws, to be used in performing the Work by Contractor. Contractor shall immediately notify Owner In writing of all hazardous or toxic substances discovered during the performance of the Work or otherwise brought to the Job Site. Contractor shall not allow any hazardous or toxic substances on the job site unless (i)

necessarily required for the performance of Its Work, and (ii) Contractor has previously provided Owner with written notice thereof.

Contractor shall immediately notify Owner of any spill, release or discharge of any hazardous or toxic substance by itself or any other person. As to any spill, release or discharge of any hazardous or toxic substance which is caused by Contractor or any of its employees, agents, Subcontractors, customers, or Invitees, Contractor shall, at its sole expense, immediately take all reasonable, necessary and legally required actions 10 prevent the further spread of any spill, release or discharge, and to properly clean up the spill, release or discharge (including without limitation any soil or water contaminated by such spill, release or discharge) in full compliance with all applicable laws and regulations and any directions from Owner.

- STORM WATER COMPLIANCE. Contractor shall comply, and shall ensure compliance by 3.3.2 those acting by, through or under Contractor, with Owner's Stormwater Pollution Prevention Plan (SWPPP), applicable local, state and federal storm water permits (collectively "Permits"), including the applicable State of Florida Department of Environmental Protection NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activity" (the CGP) and the applicable Environmental Resource Permit Individual Construction (the ERP), and any other applicable requirements regarding discharges to surface water or groundwater, all associated rules, regulations, and ordinances, including MS4 entity requirements, Clean Water Act Section 404 wetlands permits, dewatering permits, regulations, and mitigation agreements; and streambed alteration agreements (collectively, "Water Quality Requirements"). Before beginning the Work at the Project Site, Contractor shall review the SWPPP and Permits, copies of which will be available at the Project Site or will be made available upon Contractor's request, as well as all other Water Quality Requirements. Contractor shall also review all rules (collectively "Local Rules") relating to Storm water management of counties and municipalities in which the Project Site is located, as applicable, and water management districts in whose jurisdictions the Project Site Is located, which rules Contractor shall be solely responsible for obtaining. If required, or requested by Owner, Contractor shall sign the SWPPP before beginning the Work. To the extent applicable to the Work, Contractor shall fully comply with and implement the SWPPP, including the Best Management Practices ("BMPs") described by the SWPPP. permits, local rules, and any other applicable regulations or laws. Contractor shall take care not to damage any BMP's including any storm water, sediment, or erosion controls, by the Work, and, in the event Contractor causes such damage, it shall immediately report such damage to Owner and take appropriate measures to remedy such damage. Contractor will ensure its workforce, including superintendent, leadspersons, and tradespersons, are trained in storm water management practices and BMPs that apply to the Work. Contractor agrees to provide documentation of employee storm water management training to Owner upon request or if required in the SWPPP and to participate in Owner's storm water "tailgate" meetings and to document attendance on forms provided by Owner. Contractor shall immediately notify Owner of any regulatory visit or inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to water quality compliance for the Project/Job Site and/or Contractor's Work.
- 3.3.3 AIR QUALITY COMPLIANCE. Contractor shall comply, and shall ensure compliance by those acting by, through or under Contractor, with federal, state, and local air quality and dust control rules, regulations, and ordinances and Owner's site-specific dust control plans and/or permits, If applicable (collectively "Dust Control Requirements"), Before beginning any Work, Contractor shall review the applicable Dust Control Requirements, copies al which will be available at the Project/Job Site or will be made available upon Contractor's request; however, Contractor remains independently responsible for understanding and complying with Dust Control Requirements. To the extent applicable to its work, Contractor shall fully comply with and implement the control measures described by the Dust Control Requirements ("Control Measures") including work practices such as controlling off-site vehicle track-out and using only designated points of ingress and egress at the Job Site. Contractor shall immediately notify Owner all any regulatory visit or inspection and any corrective action, notice of correction, notice of violation or any other type al regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to air quality compliance for the Project/Job Site and/or Contractor's Work,

- 3.3.4 OTHER ENVIRONMENTAL REQUIREMENTS. The requirements in Sections 3.3.1, 3.3.2, 3.3.2.1 and 3.3.3 of this Agreement are not all-inclusive, and Contractor remains obligated to comply and cause any Subcontractors to comply with all environmental laws, rules and regulations even if not set forth herein. Further, Owner reserves the right to specify other environmental requirements with which Contractor shall comply.
- SAFETY. Contractor is an independent Owner and shall be solely responsible for ensuring that its 3.4 Work is performed in a safe manner. Nothing herein shall be deemed to be an exercise of control by Owner of Contractor's safety obligations. Contractor shall take all reasonable and necessary safety precautions with regard to the Work, shall coordinate its safety precautions with other contractors. . Subcontractors, and suppliers, shall comply with all safety requirements, laws, regulations, rules or ordinances of any authority (governmental or otherwise) responsible for the safety of persons or property Contractor shall notify Owner, both verbally and in writing, of all injuries to Contractor's or any Subcontractor's employees within eight (8) hours of the injury, Failure to adhere to Owner's safety policies, the safety requirements of this Agreement, or the job rules shall be deemed a material default of Contractor's obligations. Contractor agrees to comply with all health and safety programs, as well as any rules promulgated by Owner, in furtherance of Contractor duties under the Occupational Safety and Health Act ("OSHA"), If in the opinion of Owner the health and safety of any person or persons is endangered or appropriate safety measures are not being implemented. Owner may (but is not required to) take such action as it deems necessary and appropriate, including without limitation, the following: (i) stop Contractor's Work or require Contractor to immediately remedy any unsafe condition caused by the Contractor at its own expense; (ii) shut the Project/Job Site down, in whole or in part, until any unsafe condition is remedied; (iii) remedy any unsafe condition caused by Contractor or any Subcontractor at Contractor's sole expense; (iv) terminate this Agreement and hold Contractor fully liable for any losses incurred by Owner as a result of such unsafe condition and such termination; (v) recover against Contractor all fines or penalties assessed by any authority (governmental or otherwise) and caused by or alleged to have been caused by Contractor; and/or (vi) Assess safety violation penalties of up to \$200 for each violation of jobsite safety rules or governmental safety laws, regulations, rules or ordinances, Owner may back charge or separately invoice the Contractor for such safety violation penalties. Contractor shall immediately notify Owner of any regulatory or OSHA visit or inspection and any corrective action, notice of correction, notice of violation or any other type of regulatory enforcement action or notice whether written or verbal regardless of the nature or severity related to safety for the Project/Job Site and/or Contractor's Work,
- 3.5 <u>General Compliance</u>. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work or Project in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction.
- 4. JOB RULES: Contractor Is solely responsible for complying with and ensuring compliance by its employees and any Subcontractors with (i) Owner's Code of Safe Practices, (ii) other Owner policies concerning safety, reasonable restrictions on use and access to the Project/Job Site by unauthorized personnel, and (iii) the other rules and policies concerning Contractors work and as set forth in the "Job Rules" (attached hereto as Schedule "6"). Upon failure to so comply, Owner may, in addition to the other remedies herein, stop Contractor's Work and/or terminate this Agreement.
- 5. LIENS AND BOND CLAIMS: Except and solely to the extent Owner is delinquent in paying undisputed amounts that are due and payable hereunder, Contractor shall keep the Work and the real property being improved by Contractor free and clear of any liens, stop notices, fund trapping notices, or bond claims of any kind whatsoever (collectively "Lien or Bond Claims"), to the extent such Lien or Bond Claims (a) relate to Contractor's Work, or (b) are for any monies due or allegedly due (i) Contractor or any Subcontractor, (ii) any factoring company, lender (secured or unsecured), or (iii) any other entity claiming by, through or under Contractor or any Subcontractor (collectively the "Lien Claimants"). In the event a Lien or Bond Claim Is filed or threatened to be filed by any Lien Claimant, Contractor shall, at Owner's sole election, immediately settle and resolve such claim and obtain a full waiver and release of the Lien or Bond Claim from the Lien Claimant or provide a statutory bond acceptable to Owner that will bond around or discharge such Lien or Bond Claim. Should Contractor fail to do so, Owner may, without additional notice to Contractor, (A) settle, bond or discharge the lien or bond claim in any manner Owner deems appropriate, and charge the costs thereof (including payment of the lien, stop notice or fund trapping notice, or bond claim amount, premiums for bonds, overhead, costs, and reasonable attorneys fees and paraprofessional fees) to Contractor, and/or (B) withhold further payments to Contractor under this Agreement or otherwise until Contractor has complied with its obligations herein. Contractor's obligation to pay such costs is not limited to any monies, if any, then due or to

become due Contractor under any contract between Owner and Contractor. Contractor has not and shall not assign any right or claim for payment from Owner or any right to perfect a lien against the Work or real property to any third person. Any assignment or attempted assignment shall be unenforceable against Owner, and shall be deemed a material default of this Agreement Contractor shall include substantially identical language to this Section 5 in all subcontracts of any Subcontractor, and shall also require that all Subcontractors shall waive and release all liens and claims to liens as a condition to receiving payment.

- At Owner's request, Contractor shall provide the following to Owner: (i) proof of payment for labor, equipment or material or equipment supplied for the Work or any other obligation for payment arising from the Work; and (ii) an affidavit stating that every Subcontractor has been paid in full up to and including the date of any payment application or to the extent not paid, the names of any such person or entity who has not been paid in full and the amount due each. If Owner believes that Contractor's financial circumstances will affect Contractor's performance of its obligations herein, Owner may take any other precautionary action it deems reasonably necessary to protect its Interests including, without limitation, (A) the right to request additional financial assurances from Contractor, (B) the right to require Contractor to post, at Contractor's cost, a payment bond, (C) the right to withhold all or any portion of payments due Contractor as permitted by applicable law, or (D) the right to make payments jointly to Contractor and any person claiming monies from Contractor or any Subcontractor.
- 5.2 CONDITIONAL/UNCONDITIONAL LIEN WAIVERS. As a condition to receiving payment, Contractor shall provide lien waivers and affidavits as set forth in Section 5.2.1 or 5.2.2, at the option of Owner.
 - CONDITIONAL/UNCONDITIONAL LIEN WAIVERS. As a condition to receiving each 5.2.1 progress payment for Work as described in Section 12 hereof, Contractor shall: (a) execute, and cause each of its Subcontractors to execute, a Conditional Waiver and Release of Lien Upon Progress Payment in the form of "Conditional Waiver and Release Of Lien Upon Progress Payment" attached to this Agreement as Exhibit "5.2.A", and shall furnish same to Owner; and (b) execute, and cause each of its Subcontractors to execute, an Unconditional Waiver and Release of Lien Upon Progress Payment in the form of "Unconditional Waiver and Release of Lien Upon Progress Payment" attached to this Agreement as Exhibit "5.2.B", acknowledging actual receipt of all payments due with respect to such Work for the previous pay periods, and shall furnish same to Owner, if a Subcontractor has received payment in full for all of its work or materials, then Contractor shall also provide to Owner an executed Unconditional Waiver and Release of Lien Upon Final Payment from such Subcontractor in the form attached to this Agreement as Exhibit "5.2.C". If applicable, the lien waivers should exclude the retention amount as further defined in Section 12. Upon application for final payment for the Work, Contractor shall: (a) execute and furnish to Owner an Unconditional Waiver and Release of Lien Upon Final Payment in the form attached to this Agreement as Exhibit "5.2.C", and (b) cause each of its Subcontractors to execute an Unconditional Waiver and Release Upon Final Payment in the form attached to this Agreement as Exhibit "5.2.C", and furnish same to Owner unless a Subcontractor has previously executed and delivered same pursuant to the requirement referenced above, Further, as applicable, Contractor shall also submit a notarized Final Owner's Affidavit in the statutory form found at Florida Statutes§713,06 (3)(d)(1), or any successor thereto. The lien waivers required to be delivered to Owner by Contractor under this Agreement may be, at the choice of Owner, photocopies, facsimile copies, or electronic copies, and Contractor hereby acknowledges that should it provide a photocopy, facsimile copy, or electronic copy of a lien waiver on behalf of itself or one of its Subcontractors, such photocopy, facsimile, or electronic copy shall have the same legal force and effect as an original lien waiver. Contractor shall also comply with all procedural requirements of laws of the State of Florida that govern this Agreement with respect to the enforceability of such lien waivers, Contractor acknowledges that it may receive its payments through wire transfer or other form of electronic payment, including payables, and agrees to cooperate with Owner for all procedures necessary to effectuate same. Regardless of this Section, Contractor agrees to provide owner with labor, materials or supplies that are free and clear of any debt or lien against the labor, materials or supplies and, in addition to any other indemnification obligations under this Agreement, Contractor shall indemnify, defend, and hold Owner harmless from and against any claim, loss, cost or expense relating to any debts or liens against the Property relating to the Work, Contractor shall include such requirements in each contract with its Subcontractors relating to the Work.

- 5.2.3 Should Owner determine that Owner will make payments directly to Subcontractors for any reason, said directly paid amounts shall be deducted from the sums paid to Contractor hereunder, but shall be deemed a credit against the amount owed with respect to a given Application for Payment. Contractor shall provide appropriate lien waivers on its own behalf that are inclusive of all sums paid out with respect to any such approved Application for Payment. Contractor shall remain responsible for ensuring that applicable lien waivers of Subcontractors, as set forth in Section 5.2.1, as applicable, are supplied to Owner. Upon application for final payment for the Work, Subcontractors shall execute and furnish to Owner, through Contractor, an Unconditional Lien Waiver for all payments due Subcontractors relating to the Work.
- 6. OWNER'S EQUIPMENT: Should Contractor or any Subcontractor use equipment, scaffolding or other facilities of Owner or another contractor, it is understood and agreed that (I) Contractor and such Subcontractor shall fully inspect and become familiar with the proper and safe use of such equipment, scaffolding or facilities, (ii) Contractor and Subcontractor shall properly train and supervise their employees in the proper and safe use of such equipment, scaffolding and facilities, and (iii) Contractor's or Subcontractor's use of such equipment, scaffolding or facilities shall be at their sole risk, Contractor and Subcontractors waive all claims and liability of any type or nature against Owner and the owners or lessors of such equipment, scaffolding or other facilities, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense (including all attorneys' fees and paraprofessional fees), damage, or injury arising therefrom.
- SECURITY: Contractor shall be solely responsible for providing security for the Work, tools, equipment, materials or other property. Regardless of whether Owner provides security at the Project/Job Site, Owner shall not be responsible for theft, vandalism, or loss to any of Contractor's or Subcontractor's work, tools, equipment, materials or other property.
- 8. <u>CLEAN UP</u>: Contractor shall maintain a tidy Job Site and Community and clean up and haul away all debris, rubbish, hazardous or toxic discharges and surplus materials ("Construction Debris") on a daily basis and properly dispose of such Construction Debris in an authorized trash bin or at a licensed or certified landfill. In addition, Contractor will leave the Job Site, subject property and, if applicable, the building premise(s) clean and in good order. These obligations are in addition to Contractor's obligations under any other section of this Agreement. If, after twenty-four (24) hours' notice by Owner's representative to Contractor's representative, Contractor has not diligently proceeded with the clean-up as outlined in this Section 8, then Owner shall have the right to proceed with the clean-up at Contractor's expense.
- 9. <u>INSURANCE</u>: Before starting the Work, Contractor shall procure and maintain at its own expense, and cause all Subcontractors to procure and maintain at no cost to Owner, the insurance set forth in the "Insurance Requirements" attached as Schedule "7", which requirements are incorporated by this reference as though set forth in full herein.
- 10. EXPRESS WARRANTIES: To the extent required by law, Contractor warrants that it is licensed to perform the Work and shall maintain all required permits and licenses in good standing at all times. Contractor expressly warrants to Owner, Owner's customers, and any subsequent owner of property on which Contractor's Work is performed (collectively "Warranty Beneficiaries"), that its Work shall be performed in a good and workmanlike manner, free from defects in workmanship or materials, and in strict accordance with (i) the plans and specifications, (ii) any applicable manufacturer's specifications, recommendations or requirements, and (iii) all applicable laws, industry standards, codes, or other rules or regulations applicable to the performance of the Work. This warranty section is in addition to warranties provided by law and shall continue for so long as any Warranty Beneficiary has legal liability. Any portion of Contractor's Work not complying with the foregoing shall be deemed to be in breach of this Section. Contractor shall require that each Subcontractor give to Owner the same warranty as to such Subcontractor's portion of the work. Additionally, for the earlier of a period of three (3) years from the date of acceptance of the Work or until time all the owner's warranty obligations have been released by the accepting and/or governing municipalities and/or agencies. Contractor shall, within two (2) working days of notification by Owner, repair or replace any such Work unless the warranty work could not reasonably be performed within such time period, in which event the warranty work shall be performed as quickly as reasonably possible. In the event of an emergency (as determined by Owner), the Contractor shall perform its warranty work within eight (8) hours.
- 10.1 <u>Manufacturer's Warranties.</u> Prior to the earlier of completion and acceptance of the Work Or upon the termination of this Agreement, Contractor shall provide Owner with any and all applicable manufacturer's warranties on equipment or materials furnished pursuant to this Agreement. Contractor shall fully cooperate

with Owner in making any claim on any manufacturer's warranty.

EXTRA WORK/CHANGES: NO EXTRA WORK OR CHANGES TO THE WORK SHALL BE PERFORMED 11. BY CONTRACTOR OR PAID FOR BY OWNER UNLESS SUCH EXTRA WORK OR CHANGE TO THE WORK HAS BEEN AUTHORIZED IN WRITING BY OWNER AND AGREED TO BY CONTRACTOR PRIOR TO PERFORMANCE THEREOF. ALL EXTRA WORK OR CHANGE TO THE WORK (EACH, A "CHANGE ORDER") MAY BE REQUESTED BY CONTRACTOR IN WRITING AND SHALL INCLUDE AN ITEMIZATION OF THE REQUESTED CHANGE, TOGETHER WITH THE ESTIMATED COST OF THE CHANGES AND SHALL BE SUBMITTED TO OWNER ("REQUEST FOR CHANGE ORDER"). THE COST CHANGES SHALL INCLUDE ALL LABOR AND EQUIPMENT TO COMPLETE THE WORK AND SHALL BE BILLING RATES, WITH NO FURTHER MARKUPS TO BE ADDED, ALL EQUIPMENT SHALL INCLUDE FUEL, LUBRICATION. OPERATION AND ALL MAINTENANCE. NO OVERTIME PREMIUM WILL BE PAID ON EQUIPMENT. FOLLOWING WRITTEN APPROVAL OF REQUEST FOR CHANGE ORDER BY OWNER, OWNER SHALL DELIVER TO CONTRACTOR A CHANGE ORDER IN THE FORM ATTACHED HERETO AS SCHEDULE "B". IN THE EVENT THAT ADDITIONAL WORK IS UNDERTAKEN BY CONTRACTOR PURSUANT TO AN APPROVED CHANGE ORDER, THE CONTRACTOR RATES AND RENTAL RATES, ATTACHED HERETO AS SCHEDULE "10", SHALL PREVAIL

THE OWNER MAY ISSUE WRITTEN CHANGE ORDERS TO THE CONTRACTOR VIA EMAIL, MAIL, OR BY HAND. SUCH CHANGE ORDERS SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE CONTRACTOR AND OWNER, UPON EXECUTION OF SUCH CHANGE ORDERS BY OWNER AND CONTRACTOR, CONTRACTOR MAY COMMENCE THE WORK DESCRIBED IN THE CHANGE ORDER UPON ISSUANCE OF A NOTICE TO PROCEED BY OWNER. FAILURE OF CONTRACTOR TO EXECUTE AND RETURN TO OWNER ANY SUCH CHANGE ORDER WITHIN TWENTY-FOUR (24) HOURS AFTER RECEIPT THEREOF SHALL CONSTITUTE CONTRACTOR'S DISAPPROVAL OF SUCH CHANGE ORDER, AND, IN SUCH EVENT, WITHOUT FURTHER WRITTEN NOTICE FROM OWNER, CONTRACTOR SHALL NOT COMMENCE THE WORK SET FORTH IN THE CHANGE ORDER.

- 12. PAYMENT: In consideration of the full and complete performance of the Work and all of the obligations of Contractor hereunder, Owner agrees to pay to Contractor, subject to additions and deductions by Change Order as provided in this Agreement, the amount more particularly described as set forth in the Basis of Contract and Progress Billing Sheet attached hereto ("Contract Price"), Contractor shall execute and furnish to Owner lien waivers and releases pursuant to Section 5.2 as a condition precedent to payment, Owner has no obligation to pay Contractor for any Work performed prior to the issuance of the Notice to Proceed by Owner. No payment shall be due unless Contractor has otherwise satisfied all obligations set forth in this Agreement.
 - Payment will only be considered for Work properly performed and inspected and accepted by Owner and/or the requisite governmental authority as of the date of the payment request. Contractor shall submit to Owner on the 25th of each month for its approval a fully completed "Application for Payment" using the Basis of Contract and Progress Billing Sheet attached with respect to the portion of the Work completed during the Invoice Period (defined below) An Application for Payment shall be based on the quantity of the Work completed (if this Agreement Is a unit price contract) or the percentage of the Work completed (if this Agreement is a fixed fee/lump sum contract) during the period of time covered by the Application for Payment ('Invoice Period"), less a retention in an amount equal to the legal limit thereof with respect to the portion of the Contract Price set forth on the Application for Payment ("Retention"), upon the terms and conditions set forth in this Agreement, and less any amounts previously paid by or credits to Owner. The Application for payment shall allocate the entire Contract Price among the carious portions of the Work, allocated by line item, and with Contractor's fee (if any) shown as a single line item. As a condition precedent to any payment, Contractor shall (i) submit an Application for Payment, and (ii) deliver executed lien waivers and releases in accordance with Section 5.2, and (iii) submit all other documentation reasonably required by Owner to establish Contractor's entitlement to funds. No payment shall be deemed to constitute acceptance by Owner of any defective or unacceptable Work.
 - 12.1.2 All payments to Contractor are trust funds and shall first be used for the full payment of all Subcontractors. Contractor shall ensure that all Subcontractors are at all times fully and timely paid all amounts due in connection with the Work. Contractor shall immediately notify Owner of any claims or disputes involving any Subcontractor or supplier. When Owner learns of any claim or dispute, Owner may (i) withhold payments otherwise due Contractor until the claim or dispute is resolved to

Owner's satisfaction, (ii) issue joint checks to Contractor and any claimant, or (iii) deposit any disputed funds into the registry of a court of law. Contractor shall reimburse Owner for any costs incurred by Owner as a result of such claims or disputes. Should any dispute arise after payment by Owner, Contractor shall immediately deposit any payments made relating to such labor or material into an interest-bearing account and shall only use this money to resolve such claims or disputes.

- 12.1.3 Owner shall withhold retention from each payment as provided by applicable law and shall release such retention when (i) Contractor has fully performed its obligations herein (save and except future extended warranty obligations), (ii) Contractor has provided lien releases and waivers as provided for in Section 5.2. (iii) the Work has been accepted by Owner any the requisite governmental authority, and (iv) the legal time period for holding such retention has expired. In the absence of any legally required amount, the retention shall equal five (5%) percent of each payment.
- 12.1.4 The Owner shall forward payment in full no later than Twenty-five (25) days after the receipt of an Invoice for Payment from the Contractor pending approval of invoice from engineer and that all work invoice has been completed.

12.2 FINAL PAYMENT

- 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
- (a) The Contractor has fully performed the Contract including the Contractor's responsibility to correct Work as provided for in, and to satisfy other requirements, if any, which extend beyond final payment; and
- (b) The Engineer issues the Certificate of Final Completion, which constitutes a further representation that conditions listed as precedent to the Contractor's being entitled to final payment have been full filled; and
- (c) GPS data, Data and As-builts has been received in such form as required by Owner from the Contractor and/or Engineer of Record, establishing payment for satisfaction of Contractor's obligations, such as,
 - (i) Receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract for Construction Including data from Subcontractors and suppliers.
 - (i) If required by Owner, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or will be otherwise satisfied and paid within thirty (30) days of receiving the Owner's final payment;
- (d) Receipt of Final Acceptance from Hillsborough County.
- 12.2.2 The Owner's final retainage payment to the Contractor shall be made no later than twenty five (25) days after receiving the final retainage invoice and the Engineer's final approval for payment and the receipt of all items indicated in Article 5.2.1, or as follows:

12.3 FAILURETO MAKE TIMELY PAYMENTS

- 12.3.1 For any Progress Payment, If the Designer does not issue a Certificate for Payment, through no fault of the Contractor, within ten days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor by the date established in the Contract Documents the amount certified by the Designer, the Contractor may, upon written notice to the Owner and Designer, immediately stop the Work until payment of amounts owed has been received. The Contract Time shall be extended on a day for day basis and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.
- 12.3.2 Any Progress or Final Payment due and unpaid under the Contract Documents shall bear interest from the date payment is due at the interest rate set forth in the Agreement, or in the absence thereof, at the

maximum legal rate prevailing from time to time at the place where the Project is located.

- 13. <u>REMEDIES AND TERMINATION</u>: In addition to and without limiting Owner's other remedies set forth herein or as otherwise provided by law, Owner shall have the following rights:
 - If Contractor shall file for or be adjudged bankrupt, or if It should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if Contractor should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials or make delivery of materials as required, or if such materialmen or laborers for material supplied or Work performed disregard laws, ordinances, job rules, or instructions, or if Contractor fails to make prompt and proper payment for labor, materials, equipment or services provided by, through or under Contractor, or if Contractor fails to remedy defective Work or falls to perform warranty services or repairs within the time periods set forth in this Agreement, or should Contractor cause damage to the work of another contractor and/or subcontractor, or if Owner is fined by any governmental agency on account of or arising out of the violation by Contractor or any Subcontractor of any law, or should Contractor fail in Owner's sole judgment to prosecute its Work diligently and promptly, or if Contractor otherwise breaches any of its material obligations in this Agreement or any of its other agreements with the Owner division for which Contractor is performing the Work herein, or if Owner has a reasonable basis to believe that Contractor will not be able to properly perform all of its obligations in this Agreement, Owner may, without prejudice to any other right or remedy in this Agreement or any law and after giving Contractor forty-eight (48) hours' written notice, (i) terminate this Agreement and take possession of Contractors materials, tools, equipment and appliances thereon and finish the Work by whatever method it may deem expedient in its sole discretion, (ii) withhold payment otherwise due Contractor (consistent with applicable law) until the Work is completed and accepted, or until defective Work is remedied, or until warranty services are properly performed, or until such breach has been remedied, (iii) stop the Work until such breach has been cured to Owner's satisfaction, and/or (iv) furnish or cause to be furnished additional labor or materials at Contractor's expense. If the costs of completing the Work, furnishing additional labor or materials, or remedying Contractor's breach do not exceed the unpaid balance under the Agreement, and if Contractor is otherwise entitled to receive payment, Owner shall pay the difference (less a reasonable sum to ensure Contractor's performance of any remaining warranty obligations) to Contractor upon completion of the Work. If such expenses of completing the Work or remedying Contractor's breach exceed the unpaid balance under the Agreement. Owner may offset the difference against any amounts due Contractor under this Agreement or other contract, or other agreement; or, upon demand, Contractor shall pay the difference to Owner plus all costs, expenses and attorneys' fees and paraprofessional fees incurred by Owner in enforcing or performing any of Contractor's obligations under this Agreement.
 - Owner shall also have the right to terminate this Agreement without cause and for Owner's convenience. In such event, Contractor shall be paid only for that work actually performed as of the date of termination and Contractor waives recovery for any other costs or damages, direct or consequential including without limitation prospective profits, on work not performed.
 - 13.3 Should Contractor breach any of its obligations in this Agreement, Owner shall be entitled to recover against Contractor any reasonable and necessary attorneys' fees and paraprofessional fees, costs and expenses incurred by Owner in pursuing claims against Contractor.
- 14. CONTRACTOR AGREES TO DEFEND INDEMNIFY, DEFEND (WITH COUNSEL SELECTED BY CONTRACTOR AND REASONABLY SATISFACTORY TO OWNER) AND SAVE HARMLESS THE OWNER, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, AND EACH OF THEM (HEREAFTER COLLECTIVELY THE "INDEMNIFIED PARTIES" AND INDIVIDUALLY "INDEMNIFIED PARTY"), FROM AND AGAINST ANY CLAIM, COST, EXPENSE, OR LIABILITY (INCLUDING ATTORNEYS' FEES, AND INCLUDING COSTS AND ATTORNEYS' FEES INCURRED IN ENFORCING CONTRACTOR'S INDEMNITY OBLIGATION), ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF PROPERTY, CAUSED BY, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK BY CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, MATERIALMEN, OR AGENTS OF ANY TIER OR THEIR RESPECTIVE EMPLOYEES. CONTRACTOR'S OBLIGATION HEREUNDER SHALL NOT BE

LIMITED BY THE PROVISIONS OF ANY WORKER'S COMPENSATION OR SIMILAR ACT. IT IS THE INTENT OF THE PARTIES THAT CONTRACTOR'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES SHALL BE INTERPRETED AS CONSISTENT WITH SECTION 725.06, FLORIDA STATUTES, AND ANY AMENDMENTS THERETO. CONTRACTOR'S LIMITATION OF INDEMNITY SHALL BE TWO MILLION FIVE HUNDRED AND 00/100 DOLLARS (\$2,500,000.00). CONTRACTOR AND OWNER SPECIFICALLY AGREE AND ACKNOWLEDGE THAT THE INDEMNITY REQUIRED HEREIN BEARS A REASONABLE COMMERCIAL RELATIONSHIP TO THIS CONTRACT AND IS PART OF THE PROJECT SPECIFICATIONS OR BID DOCUMENTS, IF ANY. NOTWITHSTANDING THE FOREGOING, CONTRACTOR'S INDEMNITY OBLIGATIONS SHALL NOT INCLUDE CLAIMS OF, OR DAMAGES RESULTING FROM, GROSS NEGLIGENCE, OR WILLFUL, WANTON OR INTENTIONAL MISCONDUCT OF ANY INDEMNIFIED PARTY OR ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES, OR FOR STATUTORY VIOLATION OR PUNITIVE DAMAGES EXCEPT AND TO THE EXTENT THE STATUTORY VIOLATION OR PUNITIVE DAMAGES ARE CAUSED BY OR RESULT FROM THE ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OF THE CONTRACTOR'S CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS, MATERIALMEN, OR AGENTS OF ANY TIER OR THEIR RESPECTIVE EMPLOYEES.

- 15. <u>DISPUTE RESOLUTION</u>: If Owner is involved in or becomes involved in litigation, arbitration, judicial reference or other alternative dispute resolution procedure ("ADR") with a third party and Owner or any other party joins Contractor as a party to such ADR, then the disputes between Owner and Contractor relative to the claims involved in the ADR proceeding shall be resolved in such proceeding. In the event that Owner is required, by law or by contract, to resolve a dispute with a third party in an ADR forum, Contractor agrees to participate in and be bound by such procedure, at Owner's election.
 - 15.1 In all other circumstances except in California1 North Carolina and Georgia, Owner and Contractor agree to resolve their disputes in a court of law located in the county in which the Project Site is located. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AND CONTRACTOR EACH IRREVOCABLY, UNCONDITIONALLY, KNOWINGLY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
 - In all other circumstances, in California, North Carolina and Georgia only, Owner and Contractor 15.2 agree to resolve their disputes in arbitration, and that the arbitration shall be governed by the applicable state's arbitration act, except that references to such state law made herein shall not be construed as a waiver of any rights under the Federal Arbitration Act, or any rights to have this agreement interpreted and enforced under the Federal Arbitration Act. Further, the dispute shall be administered in accordance with procedures established by the American Arbitration Association ("AAA"), except to the extent there is any conflict with the provisions herein, which shall have precedence. The arbitrator shall not have the power to commit (a) errors of law or legal reasoning, (b) errors of fact, (c) errors with regard to mixed questions of law and fact. In addition, the arbitrator shall not have the power to render an award (d) not based on substantial evidence, (e) based on evidence not presented at the hearing, or (f) not in conformity with the substantive and procedural law of the state in which the Project is located. If the arbitrator exceeds any of the foregoing specific powers, the award may be vacated or corrected by filing a petition pursuant to the Act in the applicable court of competent jurisdiction. In reviewing the award, such court shall sit as if it were an appellate court, in all respects, including but not limited to the scope of review; provided however the decision of such court is, itself, subject to review by the appellate courts. The arbitrator shall have no power to allow or preside over any form of class proceedings, representative proceedings or any proceeding on behalf of the general public or similarly situated persons. Further, no finding or stipulation of fact, no conclusion of law and no arbitration award in any other arbitration, judicial or similar proceeding shall be given preclusive collateral estoppel effect in any arbitration hereunder unless there is a mutuality of parties. The Parties further agree that no finding or stipulation of tact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is a mutuality of parties. In the event arbitration is not enforced, TO THE FULLEST EXTENT PERMITTED BY LAW OWNER AND CONTRACTOR EACH IRREVOCABLY, UNCONDITIONALLY, KNOWINGLY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY:

- In any litigation, arbitration, judicial reference or other ADR, excluding attorneys' fees and costs that are expressly recoverable by Owner elsewhere in this Agreement, and notwithstanding any law allowing the award of same, both Owner and Contractor agree that (i) neither party shall be entitled to recover any attorneys' fees, costs or expenses even if one party is found to be the prevailing party; and (ii) both parties expressly waive their right to recover attorneys' fees as the prevailing party.
- INDEPENDENT CONTRACTOR/AUTHORITY: Contractor is acting as an independent contractor and not a partner or Joint venture of Owner. Contractor is solely responsible for the employment, acts, errors, omissions, control and direction of its employees, agents, and Subcontractors. Nothing contained in this Agreement shall authorize or empower Contractor to assume or create any responsibility whatsoever, express or implied, on behalf of or in the name of Owner, or to bind Owner in any manner, or make representation, warranty, or commitment on behalf of Owner, or purchase materials or otherwise incur debts in Owner's name. Contractor is solely responsible for, and shall take all necessary actions for, directing, controlling and supervising its employees, controlling the employment conditions of its employees, determining duration of the employment relationship with its employees, and performing all administrative functions for its employees, including supplying workers' compensation insurance and providing necessary facilities, safety equipment, tools and materials.
- CONTRACTOR REGULATION: To the extent required by law, Contractor warrants that it is licensed to
 perform the Work under this Agreement. Contractor shall maintain all required permits and licenses in good
 standing at all times.
- 18. CUSTOMER APPRECIATION GIFTS OR EVENTS: Owner periodically gives its contractors and contractors' employees customary and nominal tokens of its appreciation, such as logo and non-logo apparel, rounds of golf, spa days, meals, materials and other "customer appreciation" gifts or outings. Contractor acknowledges and agrees that this is customary in the industry and does not constitute an attempt to improperly influence Contractor or Contractor's employees and does not and will not give rise to any claims for civil or criminal misconduct. Owner fully understands that as a consequence of accepting any tokens of appreciation from Owner, Contractor or Contractor's employees will be under no obligation to Owner other than those contained in this Agreement In order to ensure that Contractor is aware of this practice, Contractor expressly agrees that Owner may, al Owner's sole discretion, without any obligation on the part of Owner and without further notice to Contractor, provide similar tokens of appreciation to Contractor or Contractor's employees without the need to obtain additional written or verbal consent from Contractor.
- NO GIFTS: Neither Contractor nor any partner, director, employee, or agent of Contractor shall, without 19. specific written authorization of Owner, give to or receive from any person or entity, including without limitation, any officer or employee of any governmental or quasi-governmental agency, department, or instrumentality. any commission, fee, rebate, gift or loan of significant cost or value in connection with or as a result of Contractor's Work provided hereunder (excluding Gifts from Owner pursuant to Section 18), to influence any decision, or to gain any other advantage for Owner or Contractor. Contractor shall not (a) enter into any business arrangement with any partner or employee of Owner, or any affiliate of same other than one acting in a capacity as a representative of Owner or such affiliate in accordance with this Agreement and with the prior written approval of Owner or (b) engage in any employment or enter into any contract or agreement that conflicts with Contractor's obligations under this Agreement. In the event of a violation of this Section, Contractor shall pay to Owner any and all amounts received by Contractor or any other individual or entity described above, however, such payment shall not limit, or operate as a waiver of, any other legal or equitable rights which Owner may have against Contractor at law, in equity, or under this Agreement. Due to the nature of this transaction and the potential exposure to various forms of fines, penalties, sanctions and other damages to Owner's business and reputation, all of which are, at the date of executing this Agreement, impractical and extremely difficult to ascertain in advance, Owner and Contractor agree that if Owner terminates this Agreement due to the breach of this Section, then, as the monetary remedy for such breach and at Owner's election and, as liquidated damages and not as a penalty, Contractor agrees that Contractor shall not be paid any amounts billed but unpaid for Contractor's compensation for Work completed prior to the termination date. as provided In Section 13, This provision shall not be construed as a waiver of Owner's right to obtain temporary or permanent injunctive relief for any breach or threatened breach by Contractor of this Section. In addition to the remedies available under this Section, and at Owner's election, Owner shall also be entitled to injunctive remedies for breach of this Section, including without limitation, rescission.
- 20. <u>STANDARDS OF BUSINESS ETHICS</u>: Contractor represents that it has not and will not participate in any conduct in connection with this Agreement that violates Owner's Code of Business Ethics and Conduct ("Owner's Business Ethics"). Should any employee of Owner or any of its Trade Partners engage in any conduct which Contractor believes is in violation of Owner's Business Ethics, Contractor shall immediately

notify Owner's representatives in writing at the address provided herein, Violation of Owner's Business Ethics by Contractor shall be deemed a material breach of this Agreement by Contractor.

21. COOPERATION BY Contractor: While this Agreement is in effect and after termination thereof (whether the Agreement expires on its own terms, is terminated pursuant to Section 13, or otherwise), Contractor agrees to reasonably cooperate with Owner to resolve any and all disputes and/or to effectuate any and all transactions with third parties, including, without limitation, Subcontractors, regulatory bodies, governmental entities, and home purchasers, related to work performed by Contractor pursuant to this Agreement. Contractor agrees reasonable cooperation Includes, without limitation: (i) promptly responding to Owner's inquiries related to such dispute or transaction, (ii) promptly providing all due diligence and/or other documents requested by Owner that is available to or in the control of Contractor, and (iii) promptly executing all documents necessary to resolve such dispute or effectuate such transaction as requested by Owner. The terms and obligations contained in this Section 21 shall survive the expiration and/or termination of this Agreement.

22. MISCELLANEOUS:

- Owner and Contractor acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel of their own choosing as to each and every one or the terms, conditions, and restrictions and the effect of all the provisions of this Agreement. Owner and Contractor agree that the provisions shall not be construed more strictly against the party who prepared the document.
- 22.2 Neither this Agreement nor any Work to be performed under this Agreement nor the right to payment under this Agreement shall be assigned by Contractor without the written consent of Owner, which consent may be withheld at Owner's sole discretion.
- 22.3 This Agreement may be freely assigned by Owner, Contractor shall perform the Work and fulfill its obligations hereunder for the benefit of such assignee, so long as the assignee Is making proper payment to Contractor. In the event of such assignment, Owner shall be relieved of all liability accruing after such assignment. This Agreement shall be binding on the successors, heirs and permitted assigns of the parties.
- 22.4 This Agreement, the attached Exhibits, Addenda and Change Order(s) issued by Owner to Contractor embody the entire agreement between Owner and Contractor and supersede any prior understandings or oral or written agreements between the parties, This Agreement, including this provision, cannot be amended except by written Instrument executed by Owner and Contractor.
- All notices given under this Agreement shall be in writing personally delivered or mailed certified or registered return receipt requested postage prepaid, or email supported by a confirmation report showing the date that the notice was sent and confirming that the transmission was successfully completed. Notices to Owner and Contractor will be sent to the addresses noted in this Agreement. Either party may change the address at which it will receive notice by giving written notice in accordance with this provision,
- 22.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated is not affected in any manner materially adversely to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof, To the extent permitted by law, the parties hereby to the same extent waive any provisions of law that render any provision hereof prohibited or unenforceable to any respect.
- 22.7 In no event shall either party be entitled to any interest on any sum due hereunder in excess of that permitted by applicable law, notwithstanding anything to the contrary herein, any reference herein to interest accruing on any sum due hereunder shall be deemed to be the lower of: the interest rate stated herein, or the maximum rate allowed by law.
- 22.8 <u>TIME IS OF THE ESSENCE IN THIS AGREEMENT</u>. Any covenants, terms and conditions of a continuing nature shall survive final payment. completion, and acceptance of the Work under this Agreement and any termination or conclusion of this Agreement and Contractor has taken into consideration and made allowances for all the hindrances and delays incident to its Work.

- 22.9 This Agreement shall be deemed entered into in the slate where the Project or Job Site Is located and shall be interpreted and applied in accordance with the laws of the state where the Project or Job Site is located.
- 22.10 Contractor agrees to perform all of its obligations in strict accordance with the terms of this Agreement and in strict accordance with any contract and/or agreement between Owner and any owner of the property being improved, and in complete satisfaction of such contract and/or agreement between Owner and such owner. Such contract and/or agreement, to the extent applicable to Contractor's Work, shall be deemed to be a part of this Agreement.
- 22.11 The venue for any disputes between Owner and Contractor shall be as follows: (i) Third Party Actions
 If Owner is involved in litigation or arbitration with a third party and Owner or any other party joins
 Contractor as a party to the litigation or arbitration, Contractor consents to be joined in that same
 venue; and (ii) Other Actions or Disputes In all other situations, venue shall be in the state and
 county where the Project or Job Site is located.
- 22.12 Upon reasonable notice, at reasonable times, and at Owner's cost, Owner or a third-party retained by Owner shall have the right to access and audit Contractor's books, records and documentation for the purpose of auditing Contractor's performance of its obligations under this Agreement. Contractor shall cooperate by identifying and gathering documentation relating to Contractor's performance of its obligations.
- 22.13 Contractor shall, upon Owner's request and at Contractor's cost, provide training to Owner and its Trade Partners as to any product or service provided by Contractor, Contractor and Owner shall reasonably cooperate in choosing the time, place and frequency of such training.
- 22.14 To the extent of any conflict or inconsistency between the terms and conditions of the documents set forth below, whether existing or entered into at a later date, the documents shall prevail and take precedence in the order listed below.
 - a. This Agreement
 - b. Any Change Order
- 22.15 By signing below, the undersigned certifies that he or she is authorized to execute this Agreement and is taking this action with full authority from the principal.
- 22.16 This Agreement may be executed in any number of counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via facsimile transmission or electronically and shall be deemed given as of the date of the transmission of this Agreement by facsimile or electronically to the other party.
- 22.17 Contractor acknowledges and understands that all information relating In any way to Owner or its business or affairs, whether written or oral, obtained by Contractor in connection with the Work provided as part of this Agreement or otherwise and any information regarding the nature and extent of this Agreement ("Confidential Information"), shall, unless otherwise specified by Owner in writing be deemed confidential. Contractor acknowledges and understands that Contractor's unauthorized disclosure of any Confidential information would be extremely prejudicial to Owner.
- 22.18 Notwithstanding anything to the contrary in this Agreement, Owner's acquisition of the real property which is the subject of this Agreement shall be a condition precedent for either party's obligations hereunder.

written.

EPG Two Rive "Owner"	ers, LLC
Ву:	1
Name:	JEFFER S. HILLS
Title:	PARS MANGE
Date:	6 16 2023
RIPA & Associ "Contractor"	ates, LLC
Ву:	AW
Name:	Ciris Callace
Title:	Freskient
Date:	6-19-93

Exhibit 1 Project Location & Construction Plans

Paco County: WRA Construction Plan; Job # 2184

TWO RIVERS WEST TEMPORARY ACCESS, DRAINAGE AND UTILITY EASEMENT

DESCRIPTION: Two (2) parcels of land lying in Sections 29, 30, 31 and 32, Township 26 South, Range 21 East, Pasco County, Florida and being more particularly described as follows:

PARCEL 1

COMMENCE at the Southeast corner of said Section 32, run thence along the South boundary of the Southeast 1/4 of said Section 32, the following two (2) courses: 1) S.89°50'09"W., 185.02 feet to the POINT OF BEGINNING of the herein described parcel of land; thence continue S.89°50'09"W., 80.00 feet; thence NORTH, 362.36 feet to a point of curvature; thence Northerly, 481.96 feet along the arc of a curve to the left having a radius of 2060.00 feet and a central angle of 13°24'18" (chord bearing N.06°42'09"W., 480.86 feet) to a point of compound curvature; thence Northerly, 137.63 feet along the arc of a curve to the left having a radius of 1000.00 feet and a central angle of 07°53'08" (chord bearing N.17°20'52"W., 137.52 feet) to a point of tangency; thence N.21°17'26"W., 354.06 feet; thence N.19°00'00"W., 19.51 feet to a point of curvature; thence Northerly, 208.12 feet along the arc of a curve to the right having a radius of 2160.00 feet and a central angle of 05°31'14" (chord bearing N.16°14'23"W., 208.04 feet) to a point hereinafter being referred to as POINT "A"; thence continue Northerly, 168.10 feet along the arc of said curve to the right having the same radius of 2160.00 feet and a central angle of 04°27'32" (chord bearing N.11°15'00"W., 168.05 feet) to a point hereinafter being referred to as POINT "B"; thence continue Northerly, 638.52 feet along the arc of said curve to the right having the same radius of 2160.00 feet and a central angle of 16°56'14" (chord bearing N.00°33'07"W., 636.20 feet) to a point of tangency; thence N.07°55'00"E., 100.00 feet to a point of curvature; thence Northwesterly, 4554.44 feet along the arc of a curve to the left having a radius of 2040.00 feet and a central angle of 127°55'00" (chord bearing N.56°02'30"W., 3665.78 feet) to a point of tangency; thence S.60°00'00"W., 700.00 feet to a point of curvature; thence Westerly, 2328.62 feet along the arc of a curve to the right having a radius of 2160.00 feet and a central angle of 61°46'06" (chord bearing N.89°06'57"W., 2217.48 feet) to a point of reverse curvature; thence Westerly, 83.90 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 48°04'19" (chord bearing N.82°16'03"W., 81.46 feet) to a point of reverse curvature; thence Westerly, 36.85 feet along the arc of a curve to the right having a radius of 152.00 feet and a central angle of 13°53'22" (chord bearing S.80°38'28"W., 36.76 feet) to a point of reverse curvature; thence Southwesterly, 88.29 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 50°35'09" (chord bearing S.62°17'35"W., 85.45 feet) to a point of tangency; thence S.37°00'00"W., 736.27 feet to a point of curvature; thence Southwesterly, 996.93 feet along the arc of a curve to the left having a radius of 2040.00 feet and a central angle of 28°00'00" (chord bearing S.23°00'00"W., 987.04 feet) to a point of tangency; thence S.09°00'00"W., 1165.00 feet to a point of curvature; thence Southeasterly, 54.98 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing S.36°00'00"E., 49.50 feet) to a point hereinafter being referred to as **POINT** "C"; thence 5.11°11'17"W., 120.09 feet to a point on a curve, said point hereinafter being referred to as **POINT "D"**; thence Southwesterly, 54.28 feet along the arc of a curve to the left having a radius of

Legal Description continues on Sheet 2



35.00 feet and a central angle of 88°51'15" (chord bearing S.54°34'22"W., 49.00 feet) to a point of tangency; thence S.10°08'45"W., 771.25 feet; thence S.09°00'00"W., 65.28 feet to a point of curvature; thence Southerly, 319.61 feet along the arc of a curve to the left having a radius of 2060.00 feet and a central angle of 08°53'22" (chord bearing \$.04°33'19"W., 319.29 feet) to a point of tangency; thence S.00°06'38"W., 170.79 feet to a point on the South boundary of the Southeast 1/4 of the aforesaid Section 31; thence along said South boundary of the Southeast 1/4 of Section 31. S.89°43'35"W., 80.00 feet; thence N.00°06'38"E., 171.32 feet to a point of curvature; thence continue Northerly, 332.02 feet along the arc of said curve to the right having a radius of 2140.00 feet and a central angle of 08°53'22" (chord bearing N.04°33'19"E., 331.69 feet) to a point of tangency: thence N.09°00'00"E., 65.28 feet; thence N.07°51'15"E., 771.01 feet; thence N.07°36'46"E., 189.31 feet; thence N.09°00'00"E., 1165.30 feet to a point of curvature; thence Northeasterly, 1055.58 feet along the arc of a curve to the right having a radius of 2160.00 feet and a central angle of 28°00'00" (chord bearing N.23°00'00"E., 1045.10 feet) to a point of tangency; thence N.37°00'00"E., 736.27 feet to a point of curvature; thence Northerly, 88.29 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 50°35'09" (chord bearing N.11°42'25"E., 85.45 feet) to a point of reverse curvature; thence Northerly, 29.64 feet along the arc of a curve to the right having a radius of 152.00 feet and a central angle of 11°10'18" (chord bearing N.08°00'00"W., 29.59 feet) to a point of reverse curvature; thence Northwesterly, 88.29 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 50°35'09" (chord bearing N.27°42'25"W., 85.45 feet) to a point of tangency; thence N.53°00'00"W., 425.31 feet to a point of curvature; thence Northwesterly, 724.31 feet along the arc of a curve to the right having a radius of 1660.00 feet and a central angle of 25°00'00" (chord bearing N.40°30'00"W., 718.58 feet) to a point of tangency; thence N.28°00'00"W., 244.29 feet to a point of curvature; thence Northwesterly, 1429.08 feet along the arc of a curve to the left having a radius of 1540.00 feet and a central angle of 53°10'08" (chord bearing N.54°35'04"W... 1378.35 feet) to a point of tangency; thence N.81°10'08"W., 110.45 feet to a point of curvature: thence Southwesterly, 39.29 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°02'36" (chord bearing \$.53°48'34"W., 35.37 feet); thence along a line lying 85.00 feet Southeasterly of and parallel with the Centerline of the existing asphalt pavement of Morris Bridge Road, N.08°47'16"E., 145.10 feet to a point on a curve; thence Easterly, 1.98 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 04°32'43" (chord bearing S.78°53'47"E., 1.98 feet) to a point of tangency; thence S.81°10'08"E., 133.58 feet to a point of curvature; thence Southeasterly, 1540.43 feet along the arc of a curve to the right having a radius of 1660.00 feet and a central angle of 53°10'08" (chord bearing S.54°35'04"E., 1485.75 feet) to a point of tangency; thence S.28°00'00"E., 244.29 feet to a point of curvature; thence Southeasterly, 671.95 feet along the arc of a curve to the left having a radius of 1540.00 feet and a central angle of 25°00'00" (chord bearing S.40°30'00"E., 666.63 feet) to a point of tangency; thence S.53°00'00"E., 425.31 feet to a point of curvature; thence Easterly, 88.29 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 50°35'09" (chord bearing S.78°17'35"E., 85.45 feet) to a point of reverse curvature; thence Easterly, 20.84 feet along the arc of a curve to the right having a radius of 152.00 feet and a central angle of 07°51'14" (chord bearing N.80°20'28"E., 20.82 feet) to a point of

Legal Description continues on Sheet 3



reverse curvature; thence Northeasterly, 82.50 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 47°16'04" (chord bearing N.60°38'02"E., 80.18 feet) to a point of tangency; thence N.37°00'00"E., 1174.90 feet to a point of curvature; thence Northeasterly, 1736.14 feet along the arc of a curve to the left having a radius of 3929.00 feet and a central angle of 25°19'04" (chord bearing N.24°20'28"E., 1722.05 feet) to a point of tangency; thence N.11°40'56"E., 356.52 feet to a point of curvature; thence Northwesterly, 38.86 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 89°03'52" (chord bearing N.32°51'00"W., 35.07 feet) to a point of cusp on the Southerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), according to County Deed, as recorded in Official Records Book 9430, Page 740, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of the right-of-way for STATE ROAD No. 56 (Florida Department of Transportation Parcel 105A), Easterly, 191.19 feet along the arc of a curve to the left having a radius of 5854.58 feet and a central angle of 01°52'16" (chord bearing S.78°19'04"E., 191.18 feet) to a point of cusp; thence Southwesterly, 38.86 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 89°03'52" (chord bearing S.56°12'52"W., 35.07 feet) to a point of tangency; thence 5.11°40'56"W., 356.52 feet to a point of curvature; thence Southwesterly, 1798.88 feet along the arc of a curve to the right having a radius of 4071.00 feet and a central angle of 25°19'04" (chord bearing S.24°20'28"W., 1784.28 feet) to a point of tangency; thence S.37°00'00"W., 1174.90 feet to a point of curvature; thence Southerly, 82.50 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 47°16'04" (chord bearing S.13°21'58"W., 80.18 feet) to a point of reverse curvature; thence Southerly, 13.36 feet along the arc of a curve to the right having a radius of 152.00 feet and a central angle of 05°02'05" (chord bearing S.07°45'02"E., 13.35 feet) to a point of reverse curvature; thence Southeasterly, 93.21 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 53°24'18" (chord bearing S.31°56'08"E., 89.87 feet) to a point of compound curvature; thence Easterly, 2184.77 feet along the arc of a curve to the left having a radius of 2040.00 feet and a central angle of 61°21'43" (chord bearing S.89°19'09"E., 2081.85 feet) to a point of tangency; thence N.60°00'00"E., 700.00 feet to a point of curvature; thence Southeasterly, 4822.34 feet along the arc of a curve to the right having a radius of 2160.00 feet and a central angle of 127°55'00" (chord bearing \$.56°02'30"E., 3881.41 feet) to a point of tangency; thence \$.07°55'00"W., 100.00 feet to a point of curvature; thence Southerly, 958.36 feet along the arc of a curve to the left having a radius of 2040.00 feet and a central angle of 26°55'00" (chord bearing S.05°32'30"E., 949.57 feet) to a point of tangency; thence S.19°00'00"E., 19.51 feet; thence S.16°42'34"E., 237.13 feet to a point of curvature; thence Southerly, 344.18 feet along the arc of a curve to the right having a radius of 3600.00 feet and a central angle of 05°28'40" (chord bearing S.13°58'14"E., 344.04 feet) to a point of compound curvature; thence Southerly, 419.50 feet along the arc of a curve to the right having a radius of 2140.00 feet and a central angle of 11°13'54" (chord bearing S.05°36'57"E., 418.83 feet) to a point of tangency; thence SOUTH, 362.13 feet to the **POINT OF BEGINNING**.

Containing 59.529 acres, more or less.

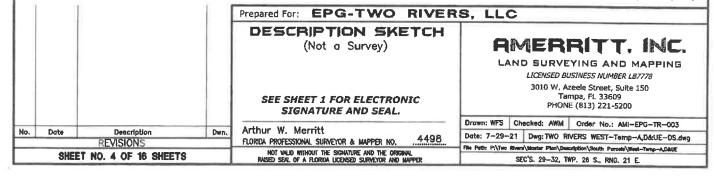
Legal Description continues on Sheet 4

				Prepared For: EPG-TWO RIVER	S, LLC
				DESCRIPTION SKETCH (Not a Survey)	AMERRITT, INC.
				SEE SHEET 1 FOR ELECTRONIC	LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azeele Street, Suite 150 Tampa, Ft. 33509 PHONE (813) 221-5200
				SIGNATURE AND SEAL.	Drawn: WFS Checked: AWM Order No.: AMI-EPG-TR-003
No.	Date	Description	Dwn.	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498	Date: 7-29-21 Dwg: TWO RIVERS WEST-Temp-A,D&UE-DS.dwg
\vdash		REVISIONS		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL	File Path: P:\Teo Rivers\Master Plan\Description\South Parcels\West-Temp-A.Det/E
	SHEE	NO. 3 OF 16 SHEETS		RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	SEC'S. 29-32, TWP. 26 S., RNG. 21 E.

PARCEL 2

From a point previously referred to as POINT "A", also being the POINT OF BEGINNING, of the herein described parcel of land; run Northwesterly, 38.30 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 87°46'14" (chord bearing N.57°21'53"W., 34.66 feet) to a point of tangency; thence S.78°45'00"W., 116.65 feet to a point of curvature; thence Westerly, 177.58 feet along the arc of a curve to the right having a radius of 600.00 feet and a central angle of 16°57'27" (chord bearing S.87°13'43"W., 176.93 feet) to a point of tangency; thence N.84°17'33"W., 134.16 feet to a point of curvature; thence Westerly, 459.10 feet along the arc of a curve to the right having a radius of 1040.00 feet and a central angle of 25°17'33" (chord bearing N.71°38'47"W., 455.38 feet) to a point of tangency; thence N.59°00'00"W., 200.00 feet to a point of curvature; thence Westerly. 848.93 feet along the arc of a curve to the left having a radius of 760.00 feet and a central angle of 64°00'00" (chord bearing S.89°00'00"W., 805.48 feet) to a point of tangency; thence S.57°00'00"W.. 929.63 feet to a point of curvature; thence Westerly, 762.36 feet along the arc of a curve to the right having a radius of 1040.00 feet and a central angle of 42°00'00" (chord bearing \$.78°00'00"W., 745.41 feet) to a point of tangency; thence N.81°00'00"W., 636.16 feet to a point of curvature; thence Westerly, 461.21 feet along the arc of a curve to the left having a radius of 960.00 feet and a central angle of 27°31'36" (chord bearing S.85°14'12"W., 456.79 feet) to a point of reverse curvature; thence Westerly, 727.14 feet along the arc of a curve to the right having a radius of 1540.00 feet and a central angle of 27°03'12" (chord bearing S.85°00'00"W., 720.40 feet) to a point of reverse curvature; thence Westerly, 544.22 feet along the arc of a curve to the left having a radius of 960.00 feet and a central angle of 32°28'51" (chord bearing S.82°17'10"W., 536.96 feet) to a point of reverse curvature; thence Westerly, 535.34 feet along the arc of a curve to the right having a radius of 850.00 feet and a central angle of 36°05'09" (chord bearing S.84°05'19"W., 526.54 feet) to a point of compound curvature; thence Northwesterly, 416.67 feet along the arc of a curve to the right having a radius of 960.00 feet and a central angle of 24°52'06" (chord bearing N.65°26'03"W., 413.41 feet) to a point of reverse curvature; thence Northwesterly, 410.50 feet along the arc of a curve to the left having a radius of 840.00 feet and a central angle of 28°00'00" (chord bearing N.67°00'00"W., 406.43 feet) to a point of tangency; thence N.81°00'00"W., 109.59 feet to the aforesaid point being referred to as **POINT "D"**; thence N.11°11'17"E., 120.09 feet to the aforesaid point being referred to as POINT "C"; thence S.81°00'00"E., 105.00 feet to a point of curvature; thence Southeasterly, 469.14 feet along the arc of said curve to the right having a radius of 960.00 feet and a central angle of 28°00'00" (chord bearing 5.67°00'00"E., 464.49 feet) to a point of reverse curvature; thence Easterly, 743.00 feet along the arc of a curve to the left having a radius of 840.00 feet and a central angle of 50°40'46" (chord bearing S.78°20'23"E., 719.01 feet) to a point of tangency; thence N.76°19'14"E., 274.95 feet to a point of curvature; thence Easterly, 403.07 feet along the arc of a curve to the right having a radius of 1040.00 feet and a central angle of 22°12'22" (chord bearing N.87°25'25"E., 400.55 feet) to a point of reverse curvature; thence Easterly, 689.37 feet along the arc of a curve to the left having a radius of 1460.00 feet and a central angle of 27°03'12" (chord bearing N.85°00'00"E., 682.98 feet) to a point of reverse curvature; thence Easterly, 499.65 feet along the arc of a curve to the right having a radius of 1040.00

Legal Description continues on Sheet 5



feet and a central angle of 27°31'36" (chord bearing N.85°14'12"E., 494.86 feet) to a point of tangency; thence S.81°00'00"E., 636.16 feet to a point of curvature; thence Easterly, 703.72 feet along the arc of a curve to the left having a radius of 960.00 feet and a central angle of 42°00'00" (chord bearing N.78°00'00"E., 688.07 feet) to a point of tangency; thence N.57°00'00"E., 929.63 feet to a point of curvature; thence Easterly, 938.29 feet along the arc of a curve to the right having a radius of 840.00 feet and a central angle of 64°00'00" (chord bearing N.89°00'00"E., 890.26 feet) to a point of tangency; thence S.59°00'00"E., 200.00 feet to a point of curvature; thence Easterly, 527.98 feet along the arc of a curve to the left having a radius of 960.00 feet and a central angle of 31°30'41" (chord bearing S.74°45'20"E., 521.35 feet) to a point of compound curvature; thence Easterly, 97.35 feet along the arc of a curve to the left having a radius of 300.00 feet and a central angle of 18°35'32" (chord bearing N.80°11'33"E., 96.92 feet) to a point of reverse curvature; thence Easterly, 82.24 feet along the arc of a curve to the right having a radius of 600.00 feet and a central angle of 07°51'13" (chord bearing N.74°49'24"E., 82.18 feet) to a point of tangency; thence N.78°45'00"E., 116.65 feet to a point of curvature; thence Northeasterly, 38.30 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 87°46'14" (chord bearing N.34°51'53"E., 34.66 feet) to a point of cusp, said point also being referred to as the aforesaid POINT "B"; thence Southerly, 168.10 feet along the arc of a curve to the left having a radius of 2160.00 feet and a central angle of 04°27'32" (chord bearing S.11°15'00"E., 168.05 feet) to the **POINT OF BEGINNING**.

Containing 15.224 acres, more or less.

ALTOGETHER Containing 74.753 acres, more or less.

LEGEND:

- (R) indicates radial line
- 2. (NR) indicates non-radial line
- 3. RB Reference Bearing
- 4. O.R. Official Records Book
- 5. F.D.O.T. Florida Department of Transportation

BASIS OF BEARINGS

The South boundary of the Southeast 1/4 of Section 32, Township 26 South, Range 21 East, Pasco County, Florida, has a Grid bearing of S.89°50'09"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida.

				Prepared For: EPG-TWO RIVER	S, LLC		
				DESCRIPTION SKETCH (Not a Survey)	AN	1ER	RITT, INC.
				SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.	LAN	LICENSED BL 3010 W. Az Tar	YING AND MAPPING ISINESS NUMBER LB7778 teele Street, Suite 150 npa, FL 33609 E (813) 221-5200
				Arthur W. Merritt	Drawn: WFS Ch	necked: AWM	Order No.: AMI-EPG-TR-003
No.			Dwn.	FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO	Date: 7-29-21	Dwg:TWO RI	VERS WEST-Temp-A,D&UE-DS.dwg
	REVISIONS SHEET NO. 5 OF 16 SHEETS				File Puth: P:\Two Rivers\Montar Plan\Description\South Parosin\West-Temp-ADMUE SEC'S. 28-32, TWP. 26 S., RNG, 21 E.		
				NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAUSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER			

CURVE DATA TABLE

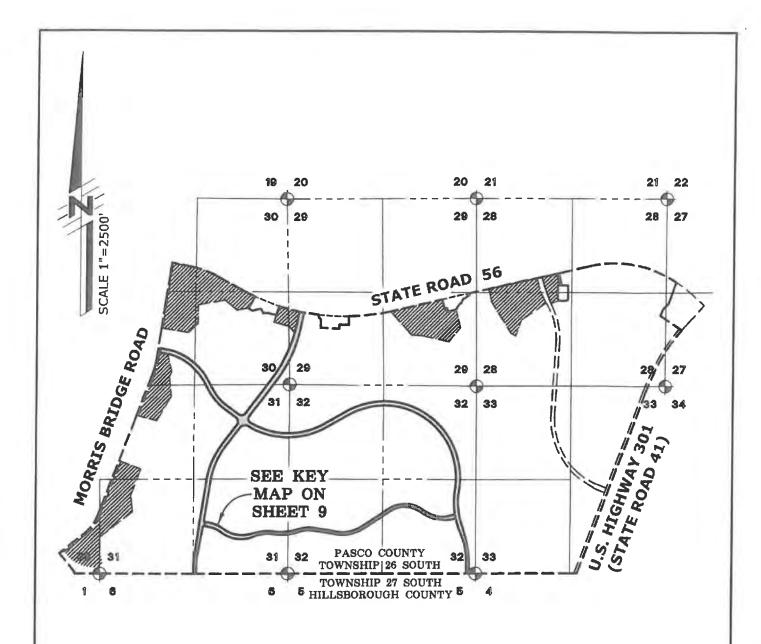
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	2060.00	13'24'18"	481.96	480.86	N.06'42'09"W.
2	1000.00	07'53'08"	137,63	137.52	N.17"20'52"W.
3	2160.00	05'31'14"	208.12	208.04	N.16'14'23"W.
4	25.00	87'46'14"	38.30	34.66	N.57°21'53"W.
5	600.00	16'57'27"	177.58	176.93	S.87°13'43"W.
6	1040.00	25'17'33"	459.10	455.38	N.71°38'47"W.
7	760.00	64'00'00"	848.93	805.48	S.89'00'00"W.
8	1040.00	42'00'00"	762.36	745.41	S.78*00'00"W.
9	960.00	27'31'36"	461.21	456.79	S.85'14'12"W.
10	1540.00	27'03'12"	727.14	720.40	S.85'00'00"W.
11	960.00	32'28'51"	544.22	536.96	S.82°17'10"W.
12	850.00	36'05'09"	535.34	526.54	S.84°05'19"W.
13	960.00	24'52'06"	416.67	413.41	N.65*26'03"W.
14	840.00	28'00'00"	410.50	406.43	N.67"00'00"W.
15	35.00	88'51'15"	54.28	49.00	S.54'34'22"W.
16	2060.00	08'53'22"	319.61	319.29	S.04'33'19"W.
17	2140.00	08'53'22"	332.02	331.69	N.04°33'19"E.
18	2160.00	28'00'00"	1055.58	1045.10	N.23'00'00"E.
19	100.00	50'35'09"	88.29	85.45	N.11'42'25"E.
20	152.00	11"10"18"	29.64	29.59	N.08'00'00"W.
21	100.00	50'35'09"	88.29	85.45	N.27'42'25"W.
22	1660.00	25'00'00"	724.31	718.58	N.40'30'00"W.
23	1540.00	53'10'08"	1429.08	1378.35	N.54'35'04"W.
24	25.00	90°02'36"	39.29	35.37	S.53'48'34"W.
25	25.00	04'32'43"	1.98	1.98	S.78*53'47"E.
26	1660.00	53'10'08"	1540.43	1485.75	S.54°35'04"E.
27	1540.00	25'00'00"	671.95	666.63	S.40°30'00"E.
28	100.00	50°35'09"	88.29	85.45	S.78°17'35"E.
29	152.00	07"51'14"	20.84	20,82	N.80°20'28"E.
30	100.00	47"16'04"	82.50	80.18	N.60°38'02"E.
31	3929.00	25'19'04"	1736.14	1722.05	N.24'20'28"E.

	SHEET NO. 6 OF 16 SHEETS			NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	Fite Petts: Pt\Teo Reurs\Marter Plan\Description\South Percels\West-Temp-AD&UE SEC'S. 29-32, TWP. 26 S., RNG. 21 E.		
		REVISIONS		FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498			
No.	Date	Description	Dwn.	Arthur W. Merritt	Date: 7-29-2	21 Dwa: TWO R	VERS WEST-Temp-A,D&UE-DS.dwg
				Audd Mr. bir	Drawn: WFS	Checked: AWM	Order No.: AMI-EPG-TR-003
				SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.	LA	<i>LICENSED BU</i> 3010 W. A: Tai	YING AND MAPPING USINESS NUMBER LB7778 zeele Street, Sulte 150 mpa, FL 33609 E (813) 221-5200
				DESCRIPTION SKETCH (Not a Survey)	A	MER	RITT, INC.
				Prepared For: EPG-TWO RIVER	S, LLC		

CURVE DATA TABLE

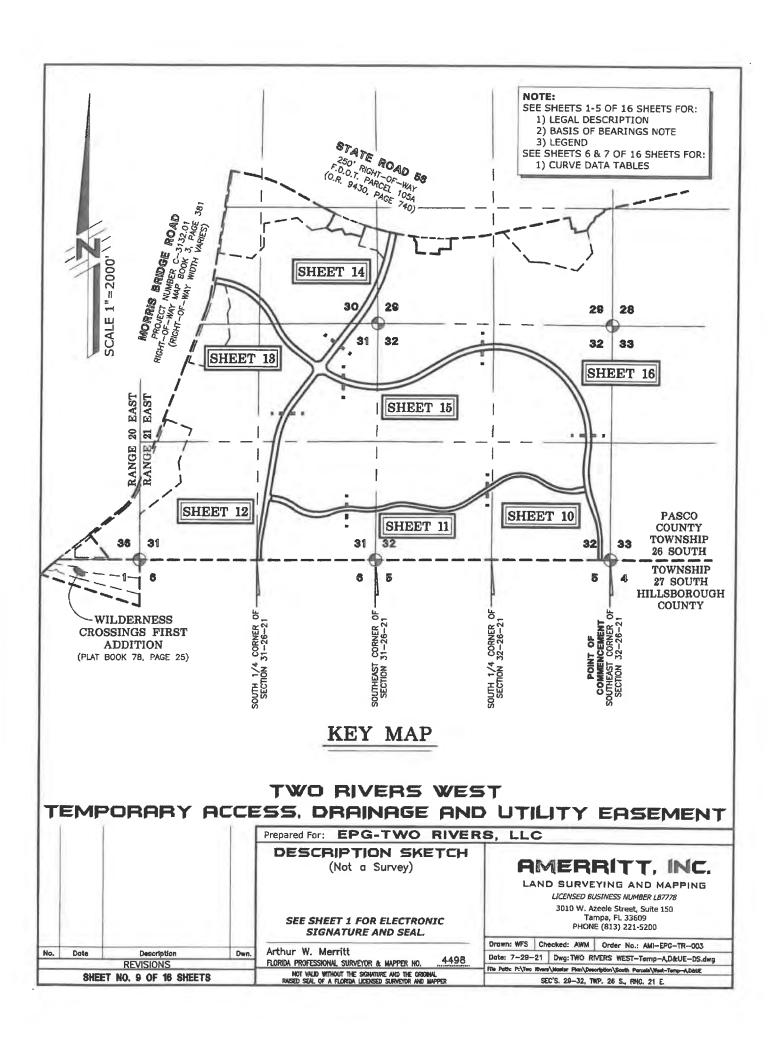
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
32	25.00	89'03'52"	38.86	35.07	N.32'51'00"W.
33	5854.58	01'52'16"	191.19	191.18	S.78'19'04"E.
34	25.00	89'03'52"	38.86	35.07	S.56°12'52"W.
35	4071.00	25'19'04"	1798.88	1784.28	S.24°20'28"W.
36	100.00	47'16'04"	82.50	80.18	S.13°21'58"W.
37	152.00	05'02'05"	13.36	13.35	S.07'45'02"E.
38	100.00	53'24'18"	93.21	89.87	S.31*56'08"E.
39	2040.00	61'21'43"	2184.77	2081.85	S.89*19'09"E.
40	2160.00	127*55'00"	4822.34	3881.41	S.56'02'30"E.
41	2040.00	26'55'00"	958.36	949.57	S.05'32'30"E.
42	3600.00	05'28'40"	344.18	344.04	S.13'58'14"E.
43	2140.00	11"13'54"	419.50	418.83	S.05'36'57"E.
44	840.00	64'00'00"	938.29	890.26	N.89"00'00"E.
45	960.00	42"00'00"	703.72	688.07	N.78°00'00"E.
46	1040.00	27°31'36"	499,65	494.86	N.85'14'12"E.
47	1460.00	27*03'12"	689.37	682.98	N.85'00'00"E.
48	1040.00	22"12'22"	403.07	400.55	N.87°25'25"E.
49	840.00	50°40'46"	743.00	719.01	S.78°20'23"E.
50	960.00	28*00'00"	469.14	464.49	S.67'00'00"E.
51	35.00	90.00,00	54.98	49.50	S.36'00'00"E.
52	2040.00	28'00'00"	996.93	987.04	S.23'00'00"W.
53	100.00	50'35'09"	88.29	85.45	S.62'17'35"W.
54	152.00	13'53'22"	36.85	36.76	S.80'38'28"W.
55	100.00	48'04'19"	83.90	81.46	N.82'16'03"W.
56	2160.00	61°46'06"	2328.62	2217.48	N.89'06'57"W.
57	2040.00	127'55'00"	4554.44	3665.78	N.56'02'30"W.
58	2160.00	16*56'14"	638.52	636.20	N.00'33'07"W.
59	25.00	87'46'14"	38.30	34.66	N.34'51'53"E.
60	600.00	07'51'13"	82.24	82.18	N.74'49'24"E.
61	300.00	18'35'32"	97.35	96.92	N.80'11'33"E.
62	960.00	31'30'41"	527.98	521.35	S.74'45'20"E.
63	2160.00	04'27'32"	168.10	168.05	N.11'15'00"W.

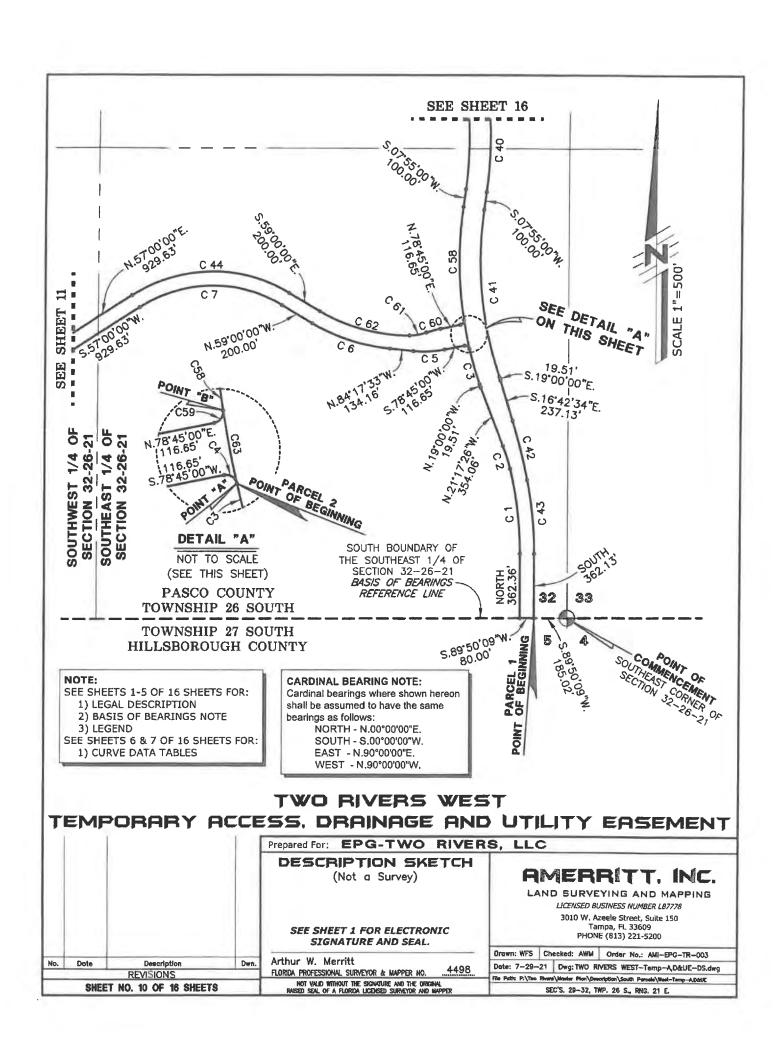
	1			Prepared For: EPG-TWO RIVER	IS, LLC		
				DESCRIPTION SKETCH (Not a Survey)	AN	(ERI	RITT, INC.
				SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.	LANI	LICENSED BU 3010 W. Az Tar	YING AND MAPPING ISINESS NUMBER LB7778 seele Street, Suite 150 npa, FL 33609 E (813) 221-5200
				A-Above W. Managht	Drawn: WFS Ch	ecked: AWM	Order No.: AMI-EPG-TR-003
No.	Date	Description	Dwn.	Arthur W. Merritt Florida professional surveyor & Mapper No. 4498	Date: 7-29-21	Dwg: TWO RE	VERS WEST-Temp-A,D&UE-DS.dwg
		REVISIONS			File Path: P:\Two River		afption\South Parcele\West-Yerrp-A.DatUE
	SHEE	T NO. 7 OF 16 SHEETS		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAUSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER			P. 26 S., RNG. 21 E.

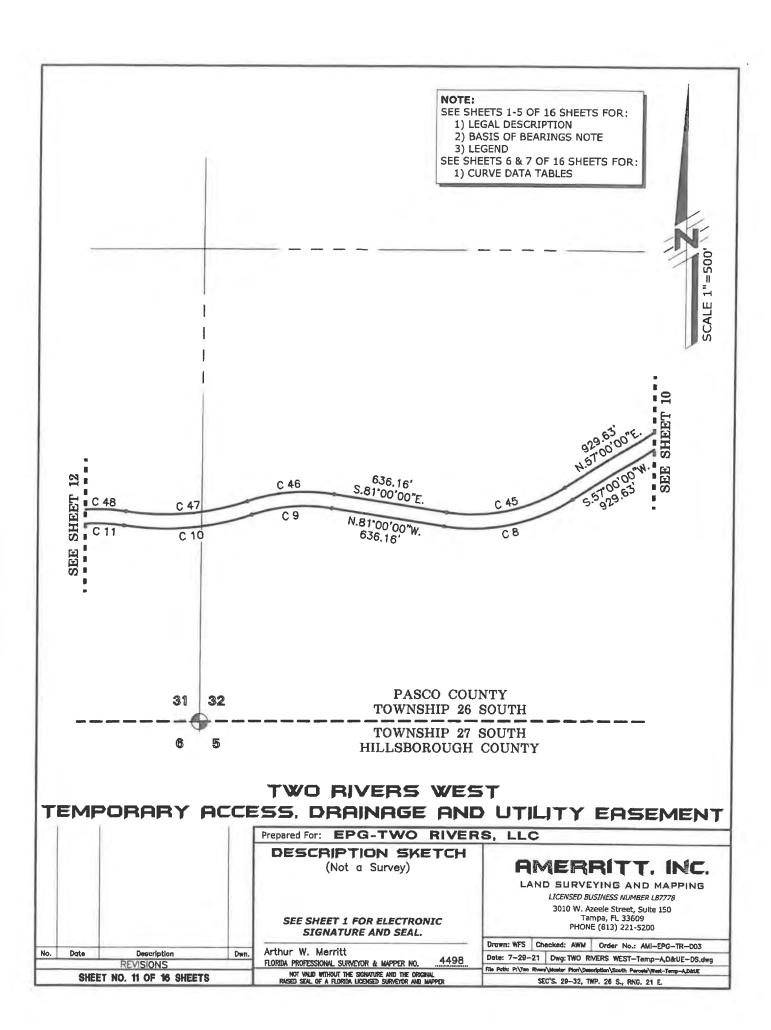


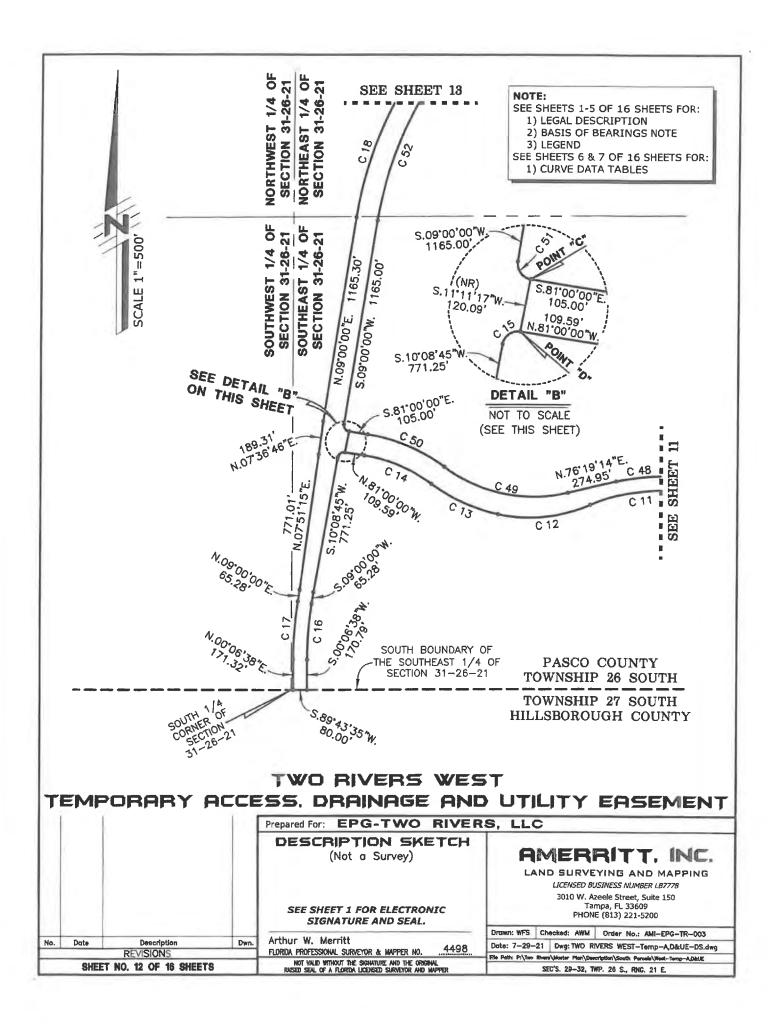
LOCATION MAP

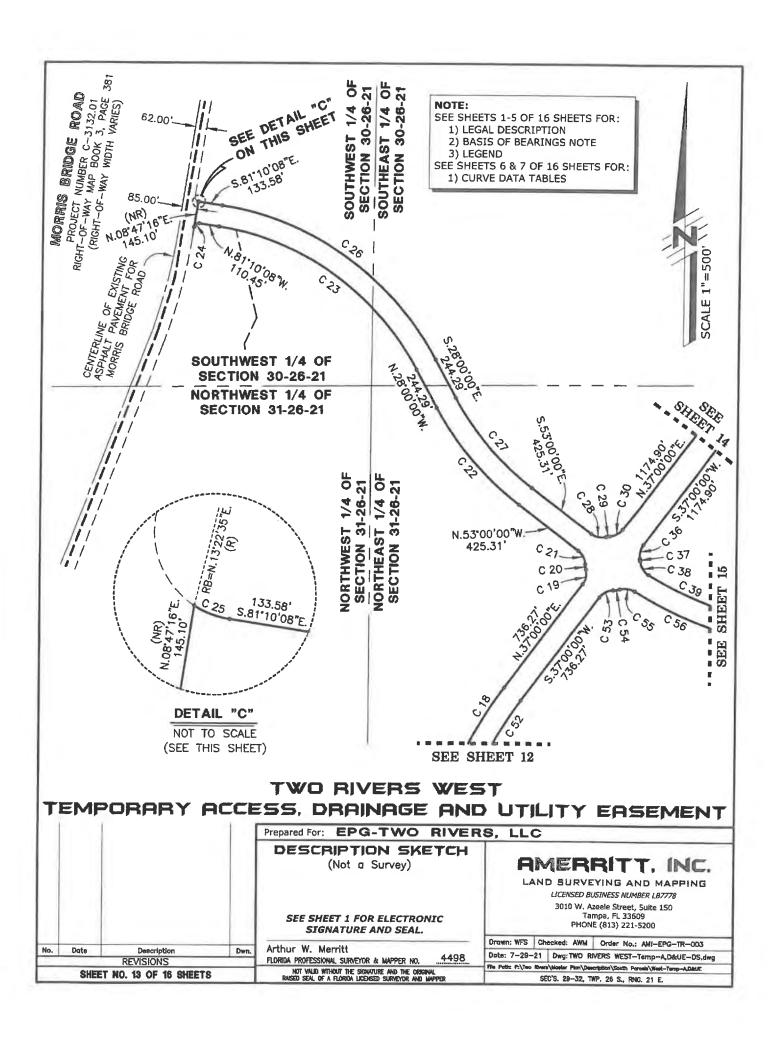
				Prepared For: EPG-TWO RIVER	S, LLC		
				DESCRIPTION SKETCH (Not a Survey)	AMERRITT, IN		
				SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.	LAND SURVEYING AND MAPF LICENSED BUSINESS NUMBER LB7778 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200	ING	
				Author W Manualt	Drown: WFS Checked: AWM Order No.: AMI-EPG-TF	₹-003	
No.	Date	Description	Dwn.	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498	Date: 7-29-21 Dwg: TWO RIVERS WEST-Temp-A,D&UE-DS.dwg		
_	REVISIONS				File Potic P:\Two Rivers\Moster Plan\Description\South Parcels\Www.Temp-A.D&UE		
	SHEET NO. 8 OF 18 SHEETS			NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	SEC'S. 29-32, TWP. 26 S., RNG. 21 E.		

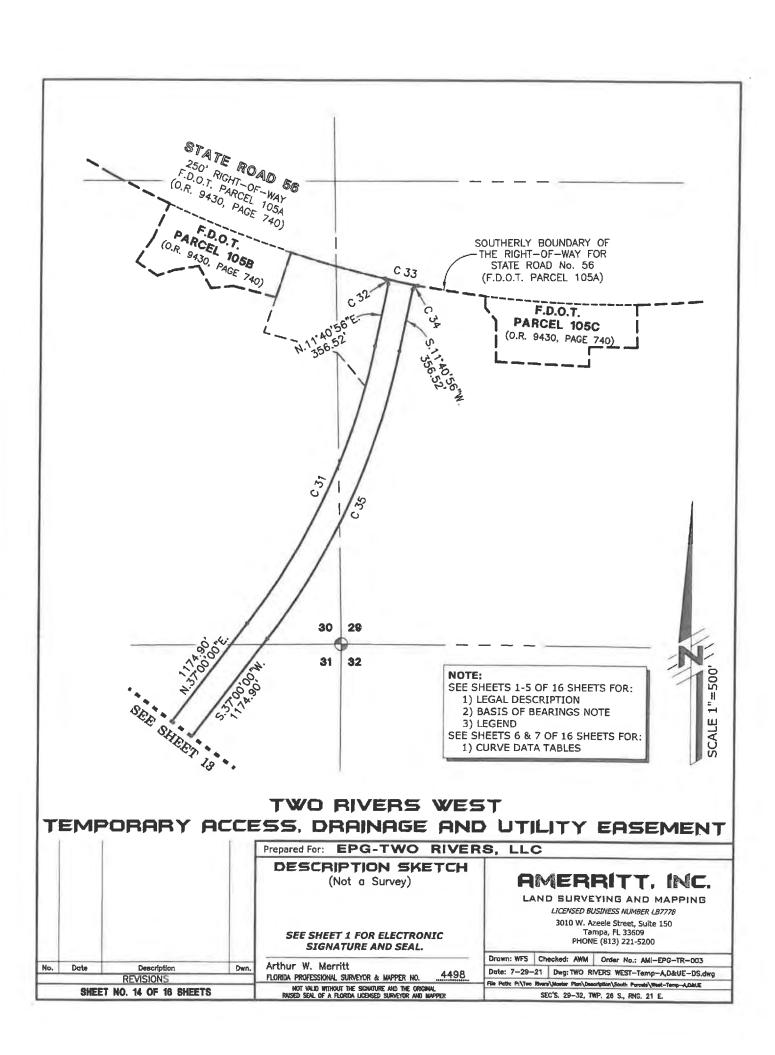


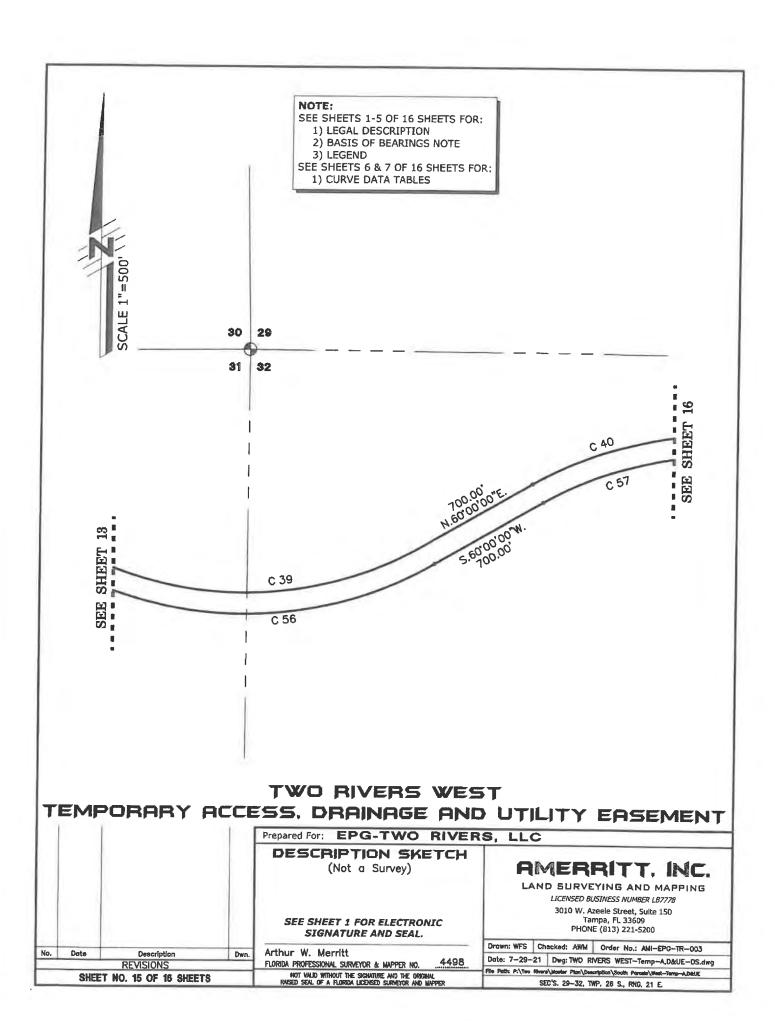












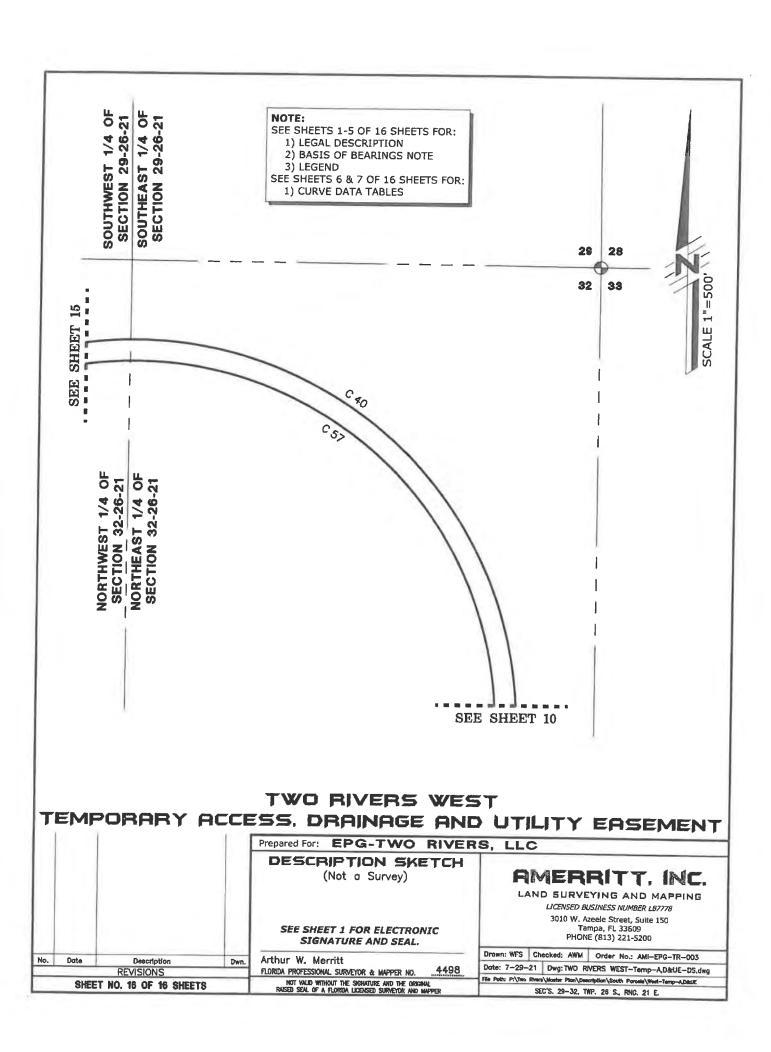


Exhibit 2 List of Subcontractors

• McCarthy - Clearing & Grubbing

Exhibit 3 Performance of Work



To:		EPG Two Rivers North, LLC		Contact:	Tom Spence	
Addr	ess:	Tampa, FL		Phone:		
				Fax:		
Proje	ct Name:	Two Rivers West Collector Roads - PHASE	2	Bld Numb	er: 23-161	
Proje	ct Location:	Two Rivers, Wesley Chapel, FL		Bid Date:	6/16/2023	
Line #	Item Desc	ription	Estimated Quantity	Unit	Unit Price	Total Price
	PREFERRED	CUSTOMER DISCOUNT	1.00	LS	(\$79,000.00)	(\$79,000.00
			То	tal Price fo	r above Items:	(\$79,000.00)
GENE	RAL CONDITI	ONS - TWO RIVERS				
001	MOBILIZAT		1.00	IS	\$62,500.00	\$62,500.00
002	NPDES CON	PLIANCE	1.00		\$4,500.00	\$4,500.00
003		PERFORMANCE BOND	1.00		\$58,515.00	\$58,515.00
		Total Price fo	r above GENERAL CONDITIO			\$125,515.00
EARTU	IWORK - TW					7123/313.00
DO4		RIVERS & GRUBBING (BURN ONSITE)	1.00	10	#CE 000 00	ACT 000 04
005	STRIP / PRI	-	1.00		\$65,000.00 \$38,000.00	\$65,000.00
006		ETLANDS (ASSUMES 2')	1.00		\$3,450.00	\$38,000.00
007	SITE EXCAV		68,928.00		\$3,430.00	\$3,450.00 \$272,265.60
308		MARGINAL SOILS	24,209.00		\$0.40	\$9,683.60
009		OF WAY - BAHIA	31,005.00		\$3.05	\$94,565.25
010	SOD POND	SLOPES - BAHIA	19,070.00		\$3.05	\$58,163.50
)11	FINAL GRAD	DING	1.00	LS	\$77,000.00	\$77,000.00
		Tot	al Price for above EARTHWO	ORK - TWO		\$618,127.95
PAVIN	G - TWO RIV	FDS			-	
)12		9.5 ASPHALT	10,765.00	SY	\$14.30	\$153,939.50
)13		12.5 ASPHALT	10,765.00		\$21.90	\$135,939.50 \$235,753.50
)14	BRICK PAVE	RS	1,770.00		\$85.25	\$150,892.50
)15	8" CRUSHEE	CONCRETE BASE	12,535.00		\$23.85	\$298,959.75
)16	12" STABILI	ZED SUBGRADE (LBR-40)	12,535.00		\$7.50	\$94,012.50
17	PASCO CO.	24" A-3 SUBGRADE	12,535.00		\$2.50	\$31,337.50
118	STABILIZED	CURB PAD	10,900.00	LF	\$2.55	\$27,795.00
119	RIBBON CUI	RB	245.00	LF	\$20.95	\$5,132.75
20	TYPE "RA" (URB	620.00	LF	\$38.35	\$23,777.00
121		ENCH CURB	540.00	LF	\$25.70	\$13,878.00
22	TYPE "F" CU		10,655.00	LF	\$27.10	\$288,750.50
23		E SIDEWALK W\ FIBER	54,380.00	SF	\$8.25	\$448,635.00
24		CAPPED RAMP	20.00		\$2,000.00	\$40,000.00
25	SIGNAGE &	STRIPING	1.00	LS	\$41,000.00	\$41,000.00
			Total Price for above PAVI	NG - TWO	RIVERS Items:	\$1,853,863.50
TORM	DRAINAGE	- TWO RIVERS				
26	18" CLASS I	II RCP STORM	1,240.00	LF	\$73.85	\$91,574.00
27	24" CLASS I	II RCP STORM	480.00		\$100.00	\$48,000.00
28	30" CLASS I	I RCP STORM	195.00	LF	\$150.00	\$29,250.00
29	FDOT TYPE	5 CURB INLET	2.00	EACH	\$8,250.00	\$16,500.00



To:		EPG Two Rivers North, LLC		Contact:	Tom Spence	
Addre	ess:	Tampa, FL		Phone:	· ···· openoc	
			1	Fax:		
Project	ct Name:	Turo Divore Mark Colleges Pands - SUACE 2			20.151	
-		Two Rivers West Collector Roads - PHASE 2		Bid Number:	23-161	
Projec	ct Location:	Two Rivers, Wesley Chapel, FL		Bid Date:	6/16/2023	
Line #	Item Descr	iption	Estimated Quantity	Unit	Unit Price	Total Price
030	FDOT TYPE	6 CURB INLET	12.00	EACH	\$9,600.00	\$115,200.00
031	18" RCP FES		2.00	EACH	\$3,550.00	\$7,100.00
032	24" RCP FES		1.00	EACH	\$3,900.00	\$3,900.00
033	30" RCP FES		2.00	EACH	\$5,250.00	\$10,500.00
034	RIP RAP @ E	END SECTION	5.00	EACH	\$620.00	\$3,100.00
035	6" UNDERDR	AIN (FINE AGGREGATE)	330.00	LF	\$19.45	\$6,418.50
036	6" UNDERDR	AIN CLEANOUT	4.00	EACH	\$400.00	\$1,600.00
037	DEWATERIN	G	1,915.00	LF	\$8.75	\$16,756.25
038	STORM SEW	ER TESTING	1,915.00	LF	\$8.15	\$15,607.25
		Total Price for	above STORM DRAIN	AGE - TWO RIV	•	\$365,506.00
STORM	DRAINAGE -	TWO RIVERS MG			_	
039		I RCP STORM	75.00	1 F	\$83.00	<i>66</i> 225 00
040		I RCP STORM	40.00		\$210.00	\$6,225.00
041		I RCP STORM	945.00		\$615.00	\$8,400.00
042		RUCTURE TYPE D		EACH	\$10,000.00	\$581,175.00
043		RUCTURE TYPE H		EACH		\$30,000.00
044	66" RCP MES			EACH	\$17,000.00 \$19,500.00	\$68,000.00
045	18" RCP FES			EACH	\$3,550.00	\$78,000.00
046		END SECTION		EACH	\$5,550.00 \$620.00	\$3,550.00
047	SWALE CONS		1.00		\$5,700.00	\$3,100.00
048	DEWATERING		1,060.00		\$11.60	\$5,700.00
049	STORM SEWI		1,060.00		\$8.15	\$12,296.00
			ve STORM DRAINAGE			\$8,639.00 \$805,085.00
EODE	MAIN - TWO I			100		\$603,063.00
050				E4.011		
050 051		EXISTING 12" FORCEMAIN		EACH	\$1,850.00	\$1,850.00
051 052		Cemain (DR 18) Emain (DR 18)	2,325.00		\$80.00	\$186,000.00
052 053		LVE ASSEMBLY	310.00		\$42.15	\$13,066.50
054 054		/E ASSEMBLY		EACH	\$5,000.00	\$20,000.00
)55)55	12" MJ TEE	ASSEMBLE		EACH	\$2,800.00	\$11,200.00
255 256	12" MJ REDU	CED		EACH	\$1,900.00	\$1,900.00
)57		CEK BLOWOFF ASSEMBLY		EACH	\$1,600.00	\$1,600.00
)58				EACH	\$910.00	\$1,820.00
) 36	PRESSURE TE		2,635.00		\$2.25	\$5,928.75
		Total Pri	ice for above FORCEMA	IN - TWO RIV	ERS Items:	\$243,365.25
		ON - TWO RIVERS				
)59	CONNECT TO	EXISTING 16" WATERMAIN	1.00	EACH	\$1,600.00	\$1,600.00
060	TEMPORARY .		1.00	EACH	\$5,600.00	\$5,600.00
061		ER MAIN (DR 18)	2,475.00	LF	\$125.00	\$309,375.00
)62	A SHI MA AND LAKE THE	ER MAIN (DR 18)	250.00	1 E	\$79.10	\$19,775.00



To:		EPG Two Rivers North, LLC		Contact:	Tom Spence	
Addr	occ:	Tampa, FL		Phone:	rom spence	
Audi	C33.	rampa, FL				
				Fax:		
Proje	ect Name:	Two Rivers West Collector Roads - PHASE 2		Bid Number:	23-161	
Proje	ect Location:	Two Rivers, Wesley Chapel, FL		Bid Date:	6/16/2023	
Line #	# Item Desc	ription	Estimated Quantity	Unit	Unit Price	Total Price
063	16" GATE V	ALVE ASSEMBLY	3.00	EACH	\$9,550.00	\$28,650.00
064		ALVE ASSEMBLY	2.00	EACH	\$4,850.00	\$9,700.00
065	16" MJ TEE		1.00	EACH	\$2,650.00	\$2,650.00
066		ANT ASSEMBLY	4,00	EACH	\$7,900.00	\$31,600.00
067		BLOWOFF ASSEMBLY		EACH	\$910.00	\$1,820.00
068		ION & PRESSURE TESTING	2,725.00	ĻF	\$2.40	\$6,540.00
069	2" PVC SLEE		690.00	LF	\$8.05	\$5,554.50
070	4" PVC SLEE		1,380.00	LF	\$11.70	\$16,146.00
071	6" PVC SLEE	EVE .	345.00	LF	\$16.50	\$5,692.50
		Total Price for above	e WATER DISTRIBUT	ION - TWO RIV	ERS Items:	\$444,703.00
RECLA	IM WATER D	ISTRIBUTION - TWO RIVERS				
072	CONNECT TO	O EXISTING 16" RECLAIMED	1.00	EACH	\$1,700.00	\$1,700.00
073	16" PVC REC	CLAIMED MAIN (DR 18)	2,325.00	LF	\$125.00	\$290,625.00
074	12" PVC REC	CLAIMED MAIN (DR 18)	325.00	LF	\$79.10	\$25,707.50
075	16" GATE VA	ALVE ASSEMBLY	3.00	EACH	\$9,550.00	\$28,650.00
076	12" GATE VA	ALVE ASSEMBLY	5.00	EACH	\$4,850.00	\$24,250.00
077	16" MJ BEND		4.00	EACH	\$1,900.00	\$7,600.00
078	12" MJ TEE		1.00	EACH	\$1,550.00	\$1,550.00
079	16" MJ REDU	JCER	1.00	EACH	\$1,400.00	\$1,400.00
080	TEMPORARY	BLOWOFF ASSEMBLY	2.00	EACH	\$910.00	\$1,820.00
081	PRESSURE T	ESTING	2,650.00	LF	\$2.25	\$5,962.50
		Total Price for above RECLAI	WATER DISTRIBUTE	ON - TWO RIV	ERS Items:	\$389,265.00
GENEF	RAL CONDITIO	ONS - COLSTON				
082	MOBILIZATI		1.00	LS	\$22,500.00	\$22,500.00
083	NPDES COM	PLIANCE	1.00	LS	\$4,850.00	\$4,850.00
084	PAYMENT &	PERFORMANCE BOND	1.00	LS	\$24,125.00	\$24,125.00
		Total Price for a	bove GENERAL CONDI	TIONS - COLS	TON Items:	\$51,475.00
EARTH	WORK - COL	STON				
085		GRUBBING (BURN ONSITE)	1.00	IS	\$35,000.00	\$3E 000 00
086	STRIP / PREI	• •	1.00		\$18,500.00	\$35,000.00 \$18,500.00
087		TLANDS (ASSUMES 2')	1.00		\$44,500.00	\$18,500.00
088	SITE EXCAVA		44,418.00		\$3.95	\$175,451.10
)89		UNSUITABLE SOILS	953.00	-	\$3.40	\$3,240.20
90		MARGINAL SOILS	13,288.00		\$0.40	\$5,240.20 \$5,315.20
91		OF WAY - BAHIA	15,690.00		\$3.05	\$47,854.50
92		LOPES - BAHIA	10,880.00		\$3.05	\$33,184.00
93	FINAL GRAD		1.00		\$44,000.00	\$44,000.00
			2.00	_	4	417,000.00

Total Price for above EARTHWORK - COLSTON Items:

\$407,045.00



To:		EPG Two Rivers North, LLC		Contact:	Tom Spence	
Addr	ess:	Tampa, FL		Phone:		
				Fax:		
Proje	ect Name:	Two Rivers West Collector Roads - PHASE 2		Bid Number:	23-161	
Proje	ect Location:	Two Rivers, Wesley Chapel, FL		Bid Date:	6/16/2023	
Line #	# Item Desc	ription	Estimated Quantity	Unit	Unit Price	Total Pric
PAVI	NG - COLSTON	1				
094	1" TYPE FC	9.5 ASPHALT	6,990.00	SY	\$13.75	\$96,112.5
095	2" TYPE SP	12.5 ASPHALT	6,990.00		\$21.90	\$153,081.0
096	8" CRUSHE	CONCRETE BASE	6,990.00		\$23.85	\$166,711.5
097	12" STABILI	IZED SUBGRADE (LBR-40)	6,990.00		\$7.50	\$52,425.0
098	PASCO CO.	24" A-3 SUBGRADE	6,990.00		\$2.50	\$17,475.0
099	STABILIZED	CURB PAD	3,645.00		\$2.55	\$9,294.7
100	TYPE "F" CL	IRB	3,645.00		\$27.10	\$98,779.5
101	4" CONCRE	TE SIDEWALK W\ FIBER	23,170.00		\$8.25	\$191,152.5
102	SIGNAGE &	STRIPING	1.00		\$24,500.00	\$24,500.0
			Total Price for above P	AVING - COLS	TON Items:	\$809,531.75
STORI	M DRAINAGE	- COLSTON				
103		II RCP STORM	530.00	1 F	\$73.8 5	#20 140 E
104		II RCP STORM	360.00		\$100.00	\$39,140.5
105		6 CURB INLET		EACH	\$9,600.00	\$36,000.00
106	TYPE P MAN			EACH	\$4,450.00	\$57,600.00
107	24" RCP FES			EACH	\$3,900.00	\$4,450.00
108		END SECTION		EACH	\$620.00	\$3,900.00
109		RAIN (FINE AGGREGATE)	130.00		\$19.45	\$620.00
110		RAIN CLEANOUT		EACH	\$400.00	\$2,528.50 \$800.00
111	DEWATERIN		890.00		\$8.75	
112		ZER TESTING	890.00		\$8.15	\$7,787.50
			ice for above STORM DRA		·	\$7,253.50
			de los above broken blan	AITHOL " COLS	TON Items,	\$160,080.00
		- COLSTON MG				
113		II RCP STORM	65.00		\$210.00	\$13,650.00
114		II RCP STORM	675.00		\$420.00	\$283,500.00
115		TRUCTURE TYPE D		EACH	\$10,000.00	\$10,000.00
116		TRUCTURE TYPE H		EACH	\$17,000.00	\$68,000.00
117	54" RCP MES			EACH	\$14,000.00	\$28,000.00
118	36" RCP FES			EACH	\$6,350.00	\$6,350.00
119		END SECTION		EACH	\$620.00	\$1,860.00
120	DEWATERIN		740.00		\$11.60	\$8,584.00
121	STORM SEW		740.00		\$8.15	\$6,031.00
		Total Price f	or above STORM DRAINA	GE - COLSTON	MG Items:	\$425,975.00
SLEEV	ES - COLSTON	ı				
22	2" PVC SLEE	VE	200.00	LF	\$8.05	\$1,610.00
23	4" PVC SLEE	VE.	400.00	LF	\$11.70	\$4,680.00
24	6" PVC SLEE	VE	100.00	16	\$16.50	\$1,650.00



To:	EPG Two Rivers North, LLC	Contact:	Tom Spence
Address:	Tampa, FL	Phone:	
		Fax:	
Project Name:	Two Rivers West Collector Roads - PHASE 2	Bid Number:	23-161
Project Location:	Two Rivers, Wesley Chapel, FL	Bid Date:	6/16/2023

Total Price for above SLEEVES - COLSTON Items: \$7,940.00

Total Bid Price: \$6,628,477.45

TWO RIVERS

GENERAL CONDITIONS - TWO RIVERS \$125,515.00 **EARTHWORK - TWO RIVERS** \$618,127.95 **PAVING - TWO RIVERS** \$1,853,863.50 **STORM DRAINAGE - TWO RIVERS** \$365,506.00 STORM DRAINAGE - TWO RIVERS MG \$805,085.00 FORCEMAIN - TWO RIVERS \$243,365.25 WATER DISTRIBUTION - TWO RIVERS \$444,703.00 **RECLAIM WATER DISTRIBUTION - TWO RIVERS** \$389,265.00

Total Price for above TWO RIVERS Items: \$4,845,430.70

Total Price for above COLSTON Items:

COLSTON

 GENERAL CONDITIONS - COLSTON
 \$51,475.00

 EARTHWORK - COLSTON
 \$407,045.00

 PAVING - COLSTON
 \$809,531.75

 STORM DRAINAGE - COLSTON
 \$160,080.00

 STORM DRAINAGE - COLSTON MG
 \$425,975.00

 SLEEVES - COLSTON
 \$7,940.00

Notes:

- CONSTRUCTION STAKING & RECORD SURVEY BY OTHERS.
- GEOTECHNICAL/ MATERIALS TESTING IS BY OTHERS.
- BONDING NOT INCLUDED. IF REQUIRED, PLEASE ADD 1.25%.
- * PERMIT / INSPECTION FEES BY OTHERS.
- ASSUMES DISCING SHALL BE ACCEPTED BY THE GEOTECHNICAL ENGINEER.
- THIS PROPOSAL IS BASED ON EXISTING TOPO NOTED ON THE DRAWINGS BEING ACCURATE WITHIN 0.2 FEET AT ANY GIVEN LOCATION.
 TOPO VERIFICATION MAY BE REQUIRED PRIOR TO FINAL CONTRACT.
- THIS PROPOSAL IS BASED ON ALL ONSITE CUT MATERIAL, INCLUDING MATERIAL FROM PIPE TRENCHES, BEING USABLE FOR STRUCTURAL / PAYEMENT AREAS AND TRENCH BACKFILL. REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL IS NOT INCLUDED.
- NO ALLOWANCE HAS BEEN MADE FOR TESTING, HANDLING, TREATING, REMOVING OR DISPOSING OF HAZARDOUS OR CONTAMINATED MATERIALS, SOILS, OR GROUNDWATER. IN ADDITION, REMOVAL AND DISPOSAL OF BURIED TRASH IS NOT INCLUDED.
- TELEPHONE, POWER, CABLE, IRRIGATION, ETC. CONDUIT AND SLEEVES BY OTHERS, UNLESS SPECIFIED.
- UNLESS NOTED, WE HAVE NOT INCLUDED ANY ADJUSTMENTS/REMOVAL OR RELOCATION OF EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED WORK.
- ITEMS NOT INCLUDED ARE: WELL ABANDONMENT; LANDSCAPING; IRRIGATION; ROOT PRUNING; TREE TRIMMING; INVASIVE SPECIES REMOVAL: MITIGATION PLANTINGS: FENCE: AND PERIMETER WALLS.

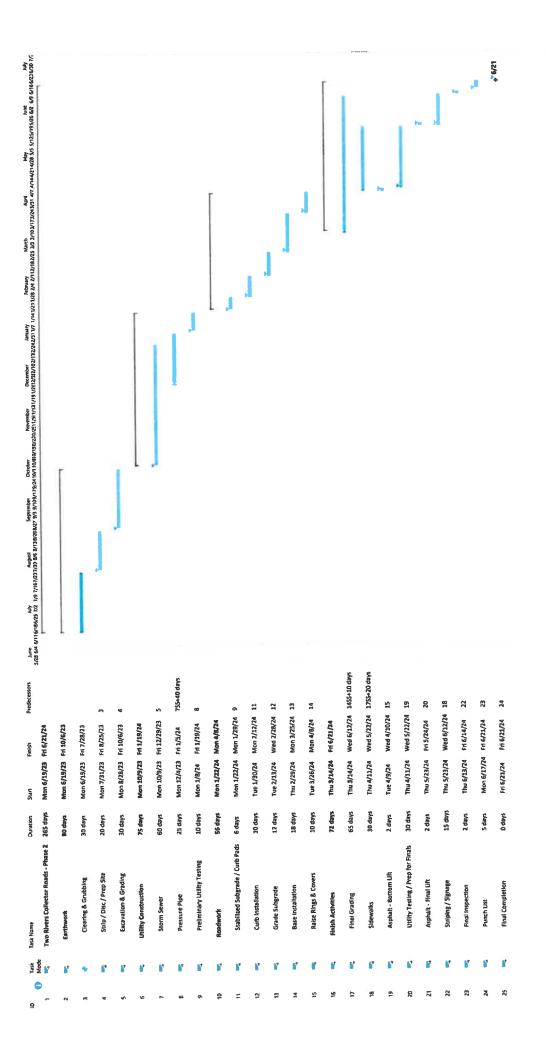
\$1,862,046.75



To:	EPG Two Rivers North, LLC	Contact:	Tom Spence
Address:	Tampa, FL	Phone:	
		Fax:	
Project Name:	Two Rivers West Collector Roads - PHASE 2	Bid Number:	23-161
Project Location:	Two Rivers, Wesley Chapel, FL	Bid Date:	6/16/2023

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Ripa & Associates
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: David Compton
	813-376-2261 dcompton@ripaconstruction.com

Exhibit 4 Construction Schedule/Contract Completion Date



Manual Progress	•	
External Milestor	Окафиле	Progress
nly Start-douby	minery Rollup Finish-only	mrtary Freemal Tasks
nactive Mitestane Duaribn-on	mactive Summary Manual Sum	Manuel Task. Manuel Sur
Summary Inactive	Kerau	toactive Task
Task	Soli	Milestone
	Project: Two Rivers Collector Ro	Cate: Fr 6/9/23

Page 1

TWO RIVERS WEST CDD

Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
INFRAMARK LLC	93752	\$3,721.83		DISTRICT INVOICE APRIL 2023
Monthly Contract Subtotal		\$3,721.83		
Variable Contract				
STRALEY ROBIN VERICKER	23068	\$747.35		GENERAL CONSULTING - PROFESSIONAL SERVICES THRU - 04/15/23
Variable Contract Subtotal		\$747.35		
Utilities		\$0.00		
Utilities Subtotal		\$0.00		
Regular Services				
PASCO COUNTY PROPERTY	PCPA 050223	\$150.00		ANNUAL FEES DUE TRIM NOTICE
STANTEC CONSULTING	2077365	\$295.00		DISTRICT ENGINEER SERVICES THRU - 04/21/23
Regular Services Subtotal		\$445.00		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$4,914.18		

Approved (with any necessary revisions noted):					
Signature:					
Title (Check one):					
[] Chariman [] Vio	ce Chariman [] Assistant Secretary			



INVOICE

2002 West Grand Parkway North Suite 100 Katy, TX 77449

BILL TO

Two Rivers West CDD 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States

Services provided for the Month of: April 2023

INVOICE# #93752

CUSTOMER ID

C2411

PO#

DATE 4/28/2023

NET TERMS Net 30

DUE DATE

5/28/2023

DESCRIPTION	QTY	UOM	RATE	MARKUPP	AMOUNT
Administration	1	Ea	375.00		375.00
District Management	1	Ea	2,083.33		2,083.33
Accounting Services	1	Ea	750.00		750.00
Financial & Revenue Collection	1	Ea	100.00		100.00
Recording Secretary	1	Ea	200.00		200.00
Technology/Data Storage	1	Ea	50.00		50.00
Website Maintenance / Admin	1	Ea	100.00		100.00
Rental & Leases	1	Ea	50.00		50.00
B/W Copies	74	Ea	0.15		11.10
Postage	4	Ea	0.60		2.40
Subtotal					3,721.83

Subtotal	\$3,721.83
Tax	\$0.00
Total Due	\$3,721.83

Remit To: Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:
Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606 Telephone (813) 223-9400 Federal Tax Id. - 20-1778458

Two Rivers West Community Development District 2005 Pan Am Circle, Suite 300

Tampa, FL 33607

May 03, 2023

Client: 001578 Matter: 000001 Invoice #: 23068

Page: 1

RE: General

For Professional Services Rendered Through April 15, 2023

SERVICES

Date	Person	Description of Services	Hours	Amount
3/21/2023	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.4	\$150.00
3/24/2023	LB	PREPARE DRAFT RESOLUTION APPROVING PROPOSED BUDGET AND SETTING PUBLIC HEARING FOR FY 2023-2024.	0.8	\$140.00
4/4/2023	LB	PREPARE DRAFT QUARTERLY REPORT TO DISSEMINATION AGENT FOR PERIOD ENDED MARCH 31, 2023.	0.3	\$52.50
4/10/2023	JMV	PREPARE QUARTERLY DISTRICT COUNSEL REPORT TO CDD BOND DISSEMINATION AGENT.	0.3	\$112.50
4/14/2023	VKB	REVIEW EMAILS AND DOCUMENTS RE: CONSTRUCTION OF PUBLIC INFRASTRUCTURE; TELEPHONE CALL TO C. DE LA OSSA.	0.3	\$112.50
4/14/2023	LB	FINALIZE QUARTERLY REPORT TO DISSEMINATION AGENT FOR PERIOD ENDED MARCH 31, 2023; PREPARE CORRESPONDENCE TO DISSEMINATION AGENT RE SAME.	0.2	\$35.00
		Total Professional Services	2.3	\$602.50

DISBURSEMENTS

Date	Description of Disbursements		Amount
4/15/2023	Photocopies		\$2.70
		Total Disbursements	\$2.70

May 03, 2023

Client: 001578 Matter: 000001 Invoice #: 23068

Page: 2

Total Services \$602.50
Total Disbursements \$2.70

 Total Current Charges
 \$605.20

 Previous Balance
 \$1,455.35

 Less Payments
 (\$1,100.35)

 Less Retainer Applied
 (\$212.85)

 PAY THIS AMOUNT
 \$747.35

Please Include Invoice Number on all Correspondence

Outstanding Invoices

Invoice Numbe	r Invoice Date	Services	Disbursements	Interest	Tax	Total
22974	March 30, 2023	\$355.00	\$0.00	\$0.00	\$0.00	\$960.20
			Total	Remaining Bal	ance Due	\$960.20

AGED ACCOUNTS RECEIVABLE

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$605.20	\$355.00	\$0.00	\$0.00



Ms. Alexandra Wolfe and Eric Davidson **Meritus Districts**

PCPA050223 May 2, 2023

Dear Ms. Wolfe and Mr. Davidson:

Listed below is the Non-Ad Valorem Calendar for Cypress Preserve, Longleaf, Northwood, Suncoast, Watergrass, Hilltop Point, Two Rivers North, Two Rivers West, and Cobblestone Community Development Districts.

Non-Ad Valorem Calendar

Annual Fees Due (\$150 each district) *

June 1, 2023

• Preliminary Certification and Certificate deadline date

July 21, 2023

• Final Certification and Certificate deadline date

September 22, 2023

Please note: All CDD payments must be postmarked by June 1st in order to have the CDD information included on the TRIM Notice. Payments postmarked after June 1st will be returned and the CDD will NOT be included on the notice. Please send all payments to PO Box 401, Dade City, FL 33526-0401.

*Note: This notification will serve as your invoice for payment.

Enclosed for your use is the "Certificate to Non-Ad Valorem Assessment Roll" DR-408A form. All future correspondence will be sent via email rather than USPS mail.

If you have any questions, please contact Gayle Pavek at extension 4493 or you may reach her at gpavek@pascopa.com.

Respectfully,

Mike Wells

Pasco County Property Appraiser

352-521-4437

mwells@pascopa.com

MW/gp



INVOICE Page 1 of 1

Invoice Number2077365Invoice DateMay 4, 2023Purchase Order215616742Customer Number175060Project Number215616742

Bill To

Two Rivers West Community Development District Accounts Payable c/o Inframark 210 North University Drive, Suite 702 Coral Springs FL 33071 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States

Project Two Rivers West CDD

Project Manager Stewart, Tonja L For Period Ending April 21, 2023

Current Invoice Total (USD) 295.00

Process requisitions

Top Task 2023 2023 FY General Consulting

Professional Services

		Content		Concin
Category/Employee		Hours	Rate	Amount
	Nurse, Vanessa M	0.50	152.00	76.00
	Stewart, Tonja L	1.00	219.00	219.00
	Subtotal Professional Services	1.50		295.00

Top Task Subtotal 2023 FY General Consulting 295.00

Total Fees & Disbursements295.00INVOICE TOTAL (USD)295.00

Current

Current

Due upon receipt or in accordance with terms of the contract

Please contact Summer Fillinger if you have any questions concerning this invoice.

Phone: (262) 241-8222 <u>E-mail: Summer.Fillinger@Stantec.com</u>
** PLEASE SEND AN INVOICE # WITH PAYMENT **
Thank you.

Two Rivers West Community Development District

Financial Statements (Unaudited)

Period Ending May 31, 2023

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607 Phone (813) 873-7300 ~ Fax (813) 873-7070

Balance Sheet

As of May 31, 2023 (In Whole Numbers)

ACCOUNT DESCRIPTION	 GENERAL FUND	ERIES 2022 BT SERVICE FUND	(I	ERIES 2022 PROJECT) BT SERVICE FUND	ERIES 2022 CAPITAL PROJECTS FUND	(ERIES 2022 PROJECT) CAPITAL PROJECTS FUND	L	GENERAL ONG-TERM DEBT FUND	 TOTAL
<u>ASSETS</u>										
Cash - Operating Account	\$ 1,885	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 1,885
Due From Other Funds	-	-		-	2,239,347		-		-	2,239,347
Investments:										
Acq. & Const. (Offsite Project)	-	-		-	-		611,023		-	611,023
Interest Account	-	-		114	-		604,234		-	604,348
Prepayment Account	-	-		7	-		-		-	7
Redemption Fund	-	2,230,741		-	-		-		-	2,230,741
Reserve Fund	-	-		1,439,688	-		-		-	1,439,688
Revenue Fund	-	-		30,863	-		-		-	30,863
Amount Avail In Debt Services	-	-		-	-		-		13,612,178	13,612,178
Amount To Be Provided	-	-		-	-		-		6,137,822	6,137,822
TOTAL ASSETS	\$ 1,885	\$ 2,230,741	\$	1,470,672	\$ 2,239,347	\$	1,215,257	\$	19,750,000	\$ 26,907,902
<u>LIABILITIES</u>										
Accounts Payable	\$ 47,280	\$ -	\$	-	\$ -	\$	-	\$	-	\$ 47,280
Due To Other Funds	-	2,230,389		466	-		8,492		-	2,239,347
Revenue Bonds Payable-LT	-	-		-	-		-		19,750,000	19,750,000
TOTAL LIABILITIES	47,280	2,230,389		466	-		8,492		19,750,000	22,036,627
FUND BALANCES Restricted for:										
Debt Service	-	352		1,470,206	-		-		-	1,470,558
Capital Projects	-	-		-	2,239,347		1,206,765		-	3,446,112
Unassigned:	(45,395)	-		-	-		-		-	(45,395)
TOTAL FUND BALANCES	(45,395)	352		1,470,206	2,239,347		1,206,765		-	4,871,275
TOTAL LIABILITIES & FUND BALANCES	\$ 1,885	\$ 2,230,741	\$	1,470,672	\$ 2,239,347	\$	1,215,257	\$	19,750,000	\$ 26,907,902

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL		ARIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Special Assmnts- Tax Collector	\$ 684,517	\$ -	\$	(684,517)	0.00%
Developer Contribution	-	18,937		18,937	0.00%
TOTAL REVENUES	684,517	18,937		(665,580)	2.77%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Supervisor Fees	_	1,800		(1,800)	0.00%
ProfServ-Dissemination Agent	4,200	-		4,200	0.00%
ProfServ-Info Technology	500	350		150	70.00%
ProfServ-Recording Secretary	2,000	1,500		500	75.00%
ProfServ-Tax Collector	2,625	600		2,025	22.86%
District Counsel	9,500	3,500		6,000	36.84%
District Engineer	9,500	1,761		7,739	18.54%
Administrative Services	3,750	2,625		1,125	70.00%
Management & Accounting Services	9,000	100		8,900	1.11%
District Manager	20,834	14,583		6,251	70.00%
Accounting Services	10,000	5,250		4,750	52.50%
Auditing Services	6,000	, -		6,000	0.00%
Website Compliance	1,800	1,500		300	83.33%
Postage, Phone, Faxes, Copies	500	29		471	5.80%
Rentals & Leases	500	250		250	50.00%
Public Officials Insurance	2,500	2,250		250	90.00%
Legal Advertising	3,500	348		3,152	9.94%
Bank Fees	200	188		12	94.00%
Meeting Expense	4,000	-		4,000	0.00%
Website Administration	2,000	700		1,300	35.00%
Miscellaneous Expenses	250	150		100	60.00%
Office Supplies	100	-		100	0.00%
Dues, Licenses, Subscriptions	175	175		-	100.00%
Total Administration	93,434	37,659		55,775	40.31%
Electric Utility Services					
Utility - Electric	6,000	-		6,000	0.00%
Utility - StreetLights	135,000	 -		135,000	0.00%
Total Electric Utility Services	141,000	 -		141,000	0.00%
Stormwater Control					
Aquatic Maintenance	30,000	-		30,000	0.00%
Aquatic Plant Replacement	500	-		500	0.00%
Total Stormwater Control	30,500	-		30,500	0.00%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Other Physical Environment				
Contracts - Landscape	30,000	-	30,000	0.00%
Insurance - General Liability	3,200	2,750	450	85.94%
Insurance -Property & Casualty	22,500	-	22,500	0.00%
R&M-Other Landscape	5,000	-	5,000	0.00%
Landscape - Mulch	40,000	-	40,000	0.00%
Landscape Maintenance	277,383	-	277,383	0.00%
Entry/Gate/Walls Maintenance	2,500	-	2,500	0.00%
Plant Replacement Program	15,000	-	15,000	0.00%
Irrigation Maintenance	5,000	-	5,000	0.00%
Total Other Physical Environment	400,583	2,750	397,833	0.69%
Road and Street Facilities				
Sidewalk & Pavement Repair	1,500	-	1,500	0.00%
Total Road and Street Facilities	1,500		1,500	0.00%
Parks and Recreation				
Field Services	12,000	-	12,000	0.00%
Playground Equipment and Maintenance	1,000	-	1,000	0.00%
Special Events	500	-	500	0.00%
Dog Waste Station Service & Supplies	1,500	-	1,500	0.00%
Total Parks and Recreation	15,000		15,000	0.00%
Contingency				
Misc-Contingency	2,500	-	2,500	0.00%
Total Contingency	2,500		2,500	0.00%
TOTAL EXPENDITURES	684,517	40,409	644,108	5.90%
Excess (deficiency) of revenues				
Over (under) expenditures	-	(21,472)	(21,472)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		(23,923)		
FUND BALANCE, ENDING		\$ (45,395)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 Series 2022 Debt Service Fund (200) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
ACCOUNT BESCHI HON	BODGET		ACTUAL	TAV(ORTAV)	ADOI 120 BOD
<u>REVENUES</u>					
Interest - Investments	\$ -	\$	753	\$ 753	0.00%
TOTAL REVENUES	-		753	753	0.00%
EXPENDITURES					
Debt Service					
Principal Debt Retirement	11,700,000		-	11,700,000	0.00%
Interest Expense	342,225			342,225	0.00%
Total Debt Service	12,042,225			12,042,225	0.00%
TOTAL EXPENDITURES	12,042,225		-	12,042,225	0.00%
Excess (deficiency) of revenues					
Over (under) expenditures	(12,042,225)		753	12,042,978	-0.01%
OTHER FINANCING SOURCES (USES)					
Interfund Transfer - In	-		11,901,358	11,901,358	0.00%
Debt Proceeds	12,042,225		-	(12,042,225)	0.00%
Pymt to Escrow Acct-Refunding	-		(12,007,125)	(12,007,125)	0.00%
TOTAL FINANCING SOURCES (USES)	12,042,225		(105,767)	(12,147,992)	-0.88%
Net change in fund balance	<u> </u>	\$	(105,014)	\$ (105,014)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)			105,366		
FUND BALANCE, ENDING		\$	352		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 Series 2022 (Project) Debt Service Fund (201) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YI					ARIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES								
Interest - Investments	\$ -	\$	30,519	\$	30,519	0.00%		
TOTAL REVENUES	-		30,519		30,519	0.00%		
<u>EXPENDITURES</u>								
Debt Service								
Interest Expense	-		472,491		(472,491)	0.00%		
Underwriters Discount			395,000		(395,000)	0.00%		
Total Debt Service			867,491		(867,491)	0.00%		
TOTAL EXPENDITURES			867,491		(867,491)	0.00%		
Excess (deficiency) of revenues Over (under) expenditures			(836,972)		(836,972)	0.00%		
OTHER FINANCING SOURCES (USES)								
Interfund Transfer - In	-		2,307,178		2,307,178	0.00%		
TOTAL FINANCING SOURCES (USES)	-		2,307,178		2,307,178	0.00%		
Net change in fund balance	\$ -	\$	1,470,206	\$	1,470,206	0.00%		
FUND BALANCE, BEGINNING (OCT 1, 2022)			-					
FUND BALANCE, ENDING		\$	1,470,206					

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 Series 2022 Capital Projects Fund (300) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YE			ARIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES							
Interest - Investments	\$	-	\$	26,104	\$	26,104	0.00%
TOTAL REVENUES				26,104		26,104	0.00%
EXPENDITURES							
Construction In Progress							
Construction in Progress				2,538,933		(2,538,933)	0.00%
Total Construction In Progress				2,538,933		(2,538,933)	0.00%
TOTAL EXPENDITURES		-		2,538,933		(2,538,933)	0.00%
Excess (deficiency) of revenues							
Over (under) expenditures				(2,512,829)		(2,512,829)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)				4,752,176			
FUND BALANCE, ENDING			\$	2,239,347			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2023 Series 2022 (Project) Capital Projects Fund (301) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	ADOPTED YEAR TO DATE		- (1)		YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>						
Interest - Investments	\$	- :	\$ 61,26	64 \$	\$ 61,264	0.00%
TOTAL REVENUES		-	61,20	64	61,264	0.00%
<u>EXPENDITURES</u>						
Administration						
ProfServ-Legal Services		_	161,00	00	(161,000)	0.00%
ProfServ-Trustee Fees		-	5,95		(5,950)	0.00%
District Engineer		-	5,00	00	(5,000)	0.00%
District Manager		-	38,50	00	(38,500)	0.00%
Printing and Binding		-	1,75	50	(1,750)	0.00%
Total Administration			212,20	00	(212,200)	0.00%
Construction In Progress						
Construction in Progress			6,414,50	04	(6,414,504)	0.00%
Total Construction In Progress			6,414,50	04	(6,414,504)	0.00%
TOTAL EXPENDITURES		-	6,626,70	04	(6,626,704)	0.00%
Excess (deficiency) of revenues						
Over (under) expenditures			(6,565,44	40)	(6,565,440)	0.00%
OTHER FINANCING SOURCES (USES)						
Interfund Transfer - In		-	7,772,20	05	7,772,205	0.00%
TOTAL FINANCING SOURCES (USES)		-	7,772,20	05	7,772,205	0.00%
Net change in fund balance	\$		\$ 1,206,76	65 <u>(</u>	\$ 1,206,765	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)						
FUND BALANCE, ENDING		:	\$ 1,206,76	65		
,		=	, -,	_		

TWO RIVERS WEST CDD

Bank Reconciliation

Bank Account No. 5637 TRUIST - GF Operating

 Statement No.
 05-23

 Statement Date
 5/31/2023

G/L Balance (LCY)	1,884.66	Statement Balance	1,884.66
G/L Balance	1,884.66	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	1,884.66
Subtotal	1,884.66	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	1,884.66	Ending Balance	1,884.66

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Checks						
5/2/2023	Payment	1037	STANTEC CONSULTING	295	295.00	0.00
5/2/2023	Payment	1038	STRALEY ROBIN VERICKER	355	355.00	0.00
5/19/2023	Payment	1039	PASCO COUNTY PROPERTY	150	150.00	0.00
5/22/2023		JE000142	Bank Fees - Service Charges	22.22	22.22	0.00
Total Check	(S			822.22	822.22	0.00