

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #2**

**December 13, 2023**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**AGENDA  
LETTER**

# Fiddler's Creek Community Development District #2

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

December 6, 2023

Board of Supervisors  
Fiddler's Creek Community Development District #2

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #2 will hold a Regular Meeting on December 13, 2023 at 10:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items *(3 minutes per speaker)*
3. Continued Discussion: Claim Against Fiddler's Creek CDD #1 Regarding Anticipatory Breach of Interlocal Agreement [Traffic Signal Cost Sharing]
4. Update: Superior Waterway Services, Inc. Treatment Report *(Andy Nott)*
5. Health, Safety and Environment Report
  - A. Irrigation and Pressure Washing Efforts
  - B. Security and Safety Update
6. Developer's Report/Update
7. Engineer's Report/Update: *Hole Montes, a Bowman Company*
8. Discussion/Consideration of Sophistico Floors Corp, D/B/A Sophistico Construction Proposal and Draft Contract Regarding Irrigation Pump House #2 Roof Replacement
9. Continued Discussion/Consideration of Replacement of Seventeen (17) Temporary Signs in Aviamar and Veneta with Permanent Decorative Signs
10. Continued Discussion/Consideration of Proposals for Street Light Posts and Signpost Painting Projects
11. Consideration of Accepting Various Special Warranty Deeds for Various Buffer Tracts, *Previously Recorded in the Official Records of Collier County, Florida*

- 12. Discussion: Cane Toads
- 13. Consideration of Proposals for CDD Insurance
- 14. Acceptance of Unaudited Financial Statements as of October 31, 2023
- 15. Approval of October 25, 2023 Regular Meeting Minutes
- 16. Action/Agenda or Completed Items
- 17. Staff Reports

A. District Counsel: *Woodward, Pires and Lombardo, P.A.*

B. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: January 24, 2024 at 10:00 AM

○ QUORUM CHECK

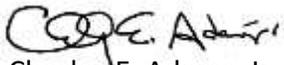
|        |                  |                          |           |                          |       |                          |    |
|--------|------------------|--------------------------|-----------|--------------------------|-------|--------------------------|----|
| SEAT 1 | VICTORIA DINARDO | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |
| SEAT 2 | ELLIOT MILLER    | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |
| SEAT 3 | LINDA VIEGAS     | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |
| SEAT 4 | JOHN P. NUZZO    | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |
| SEAT 5 | BILL KLUG        | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |

C. Operations Manager: *Wrathell, Hunt and Associates, LLC*

- 18. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,

  
 Chesley E. Adams, Jr.  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 709 724 7992**

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**4**

**Fiddlers Creek CDD 2  
Treatment Report for November 2023**

| Lake # | Work Performed | Target                         | Treatment Date | Treatment Date | Notes |
|--------|----------------|--------------------------------|----------------|----------------|-------|
| 1      | Inspected      |                                | 11.10.23       |                |       |
| 2      | Inspected      |                                | 11.10.23       |                |       |
| 3      | Inspected      |                                | 11.10.23       |                |       |
| 4      | Inspected      |                                | 11.10.23       |                |       |
| 5      | Treated        | Alligator weed,<br>Grasses     | 11.1.23        |                |       |
| 6      | Inspected      |                                | 11.10.23       |                |       |
| 7A     | Treated        | Alligator weed,<br>Grasses     | 11.1.23        |                |       |
| 7B     | Treated        | Alligator weed,<br>Grasses     | 11.1.23        |                |       |
| 7C     | Treated        | Alligator weed,<br>Grasses     | 11.1.23        |                |       |
| 7D     | Treated        | Alligator weed,<br>Grasses     | 11.1.23        |                |       |
| 8      | Inspected      |                                | 11.1.23        |                |       |
| 9      | Inspected      |                                | 11.1.23        |                |       |
| 23     | Inspected      |                                | 11.1.23        |                |       |
| 24     | Inspected      |                                | 11.1.23        |                |       |
| 25A    | Treated        | Shoreline grasses<br>and weeds | 11.10.23       |                |       |
| 25B    | Treated        | Shoreline grasses<br>and weeds | 11.21.23       |                |       |
| 65E    | Treated        | Shoreline grasses<br>and weeds | 11.13.23       |                |       |
| 65F    | Inspected      |                                | 11.13.23       |                |       |
| 65G    | Inspected      |                                | 11.13.23       |                |       |
| 84A    | Treated        | shoreline grasses<br>and weeds | 11.21.23       |                |       |

# SUPERIOR WATERWAY SERVICES, INC.



| Lake # | Work Performed | Target                      | Treatment Date | Treatment Date | Notes                        |
|--------|----------------|-----------------------------|----------------|----------------|------------------------------|
| 84B    | Treated        | Shoreline grasses           | 11.21.23       |                |                              |
| 85A    | Treated        | Shoreline grasses           | 11.1.23        | 11.29.23       |                              |
| 85B    | Treated        | Shoreline grasses           | 11.1.23        | 11.29.23       |                              |
| 85C    | Treated        | Shoreline grasses           | 11.1.23        | 11.29.23       |                              |
| 85D    | Treated        | Shoreline grasses           | 11.1.23        | 11.29.23       |                              |
| 88     | Inspected      |                             | 11.21.23       |                |                              |
| 89     | Inspected      |                             | 11.29.23       |                |                              |
| 90     | Treated        | Shoreline grasses and weeds | 11.1.23        | 11.10.23       | Was also treated on 11.21.23 |

Most lakes have Tropedograss regrowing, which was expected due to the amount of overgrowth when we started, SWS will continue to monitor each lake and treat as needed



Lake 84A On Issues Noted



North End Lake 65G No Issues noted



Lake 85A: Tropedograss regrowing, Treatment schedule for Dec

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**5A**

# CDD 2

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NOVEMBER 2023

PRESENTED BY: RYAN HENNESSEY & JOSEPH PARISI

# CDD 2 FOUNDATION CONTRACTED RESPONSIBILITIES

1. Tree Canopy Trimming
2. Irrigation
  - [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com)
3. Pressure Washing
  - [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com)

# TREE CANOPY TRIMMING

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- Trimming palms, fruited palms and hardwood.
- Dead frond removal from the Club and Spa.



# IRRIGATION PROJECTED USAGE

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- 20 Programmed Village Satellites
  - Monday, Wednesday & Saturday
  - 9:00 pm – 8:00 am
  - 12 Possible Run Cycles / 1 Rain Hold
- 9 Programmed Common Satellites
  - Tuesday, Thursday & Sunday
  - 13 Possible Run Cycles / 0 Rain Holds
- November Estimated Water Calculation Usage
  - Villages: 11,098,224 Gallons
  - Common: 10,253,243 Gallons
- Total Water Usage in November 2023 was 59,785,391 Gallons.  
Total Water Usage in November 2022 was 55,302,876 Gallons.
- \*Does not account for non-scheduled water usage such as leaks, wet checks, manual runs, battery timers, individual residential timers, and manual Toro clocks.



# IRRIGATION REPORT

The irrigation manager found these problems in the months of October-  
November

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## I-15 Varenna/Laguna

10/4/23- Found a bad power supply, contacted Bentley for service.

10/5/23- Bentley rebuilt breaker panel, powered up and found both distribution boards were bad, replaced both.

10/9/23- Billed CDD2(\$385.63)

## I-27 FCP North

10/19/23- Communication failure due to a bad modem. It was under warranty, no charge, returned for replacement.

# PRESSURE WASHING

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- Past 30 Days:
  - Fiddlers Creek Parkway
  - Whisper Trace
  - Bent Creek
  - Mallards
  - Peppertree
  - Bellagio
- Projected Next 30 Days:
  - Sandpiper Drive



# Current Month's Projected Plan

- Completed
- Current Month Progress
- Scheduled Routes
- Other Pressure Cleanings

# 2023 Mapping



COLLEGE BOUTIQUE/STAND

ECRC

INFORMATION CENTER GATEHOUSE

March Building

The Club & Spa

Tennis & Pickleball Facility

Temporary Driving Range

November

August

July

December

Future Wellness and Tennis Center

Future Golf Clubhouse and Driving Range

ENTRANCE & GATEHOUSE

PUBLIC SHOPPING CENTER

INFORMATION CENTER GATEHOUSE

SHIRT SHOP

LAUNDRY

BARBERS

HAIR CROSSING

HULLBORN BOYS

CHAMPIONSHIP DRIVE

SEER CROSSING

CHERRY OAKS

CHAMPIONSHIP DRIVE

SEER CROSSING

HULLBORN BOYS

CHERRY OAKS

SEER CROSSING

HULLBORN BOYS

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CHERRY OAKS

SEER CROSSING

HULLBORN BOYS



Questions?



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**5B**

# Safety Department Update

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Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –  
Ryan Hennessey

SAFETY MANAGER – Richard Renaud



Fiddler's Creek®

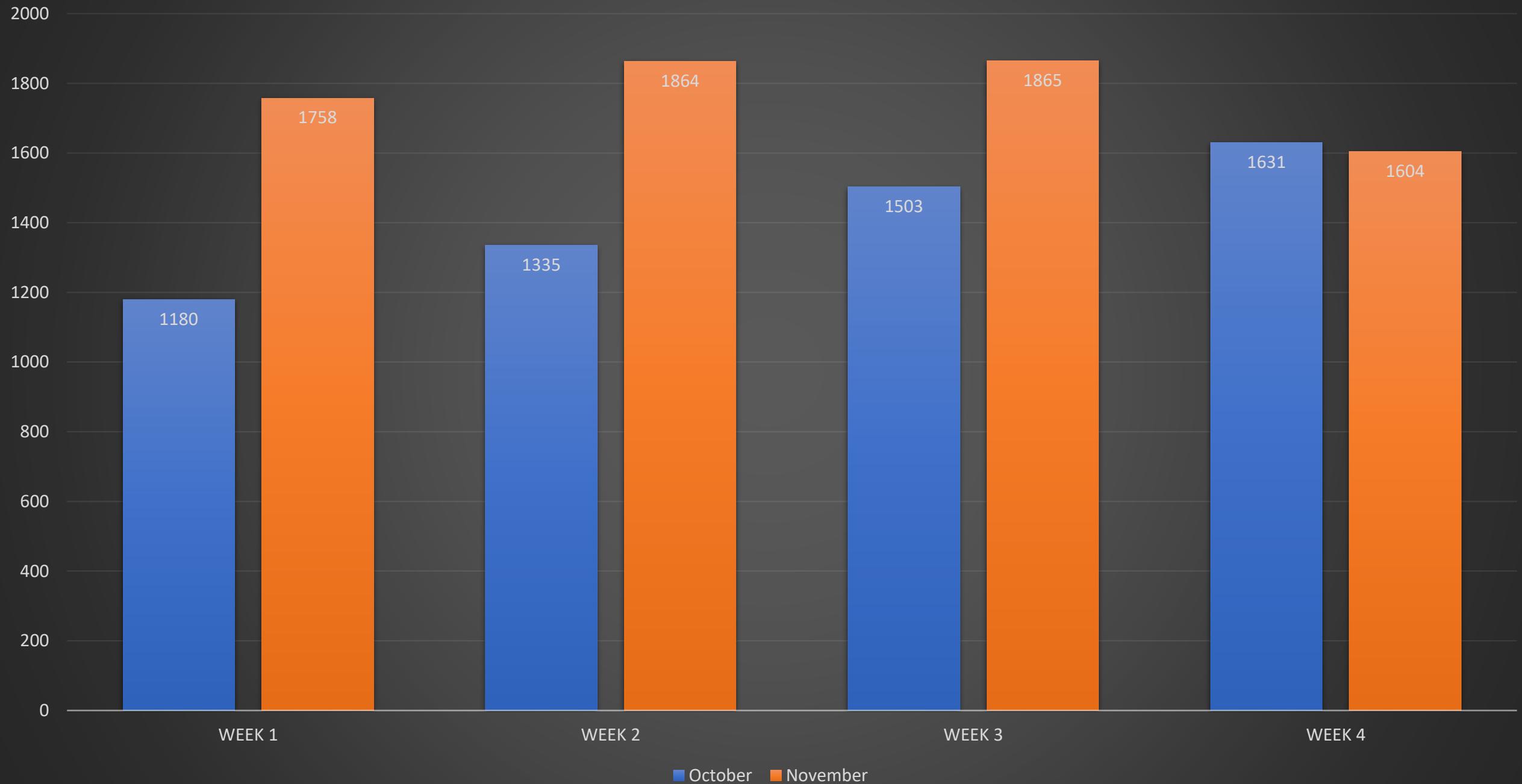
# Gate Access Control

- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- Call the automated gate house at 239-529-4139
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE,  
PLEASE SEND THE INFORMATION TO  
[safety@fiddlerscreek.com](mailto:safety@fiddlerscreek.com), ALWAYS INCLUDE YOUR NAME  
AND ADDRESS.
- **Community Patrol 239-919-3705**

**WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911 FOR AN  
EMERGENCY**

**THEN CALL COMMUNITY PATROL TO INFORM THEM OF THE  
INCIDENT**

# Occupancy Report: October 2023-November 2023

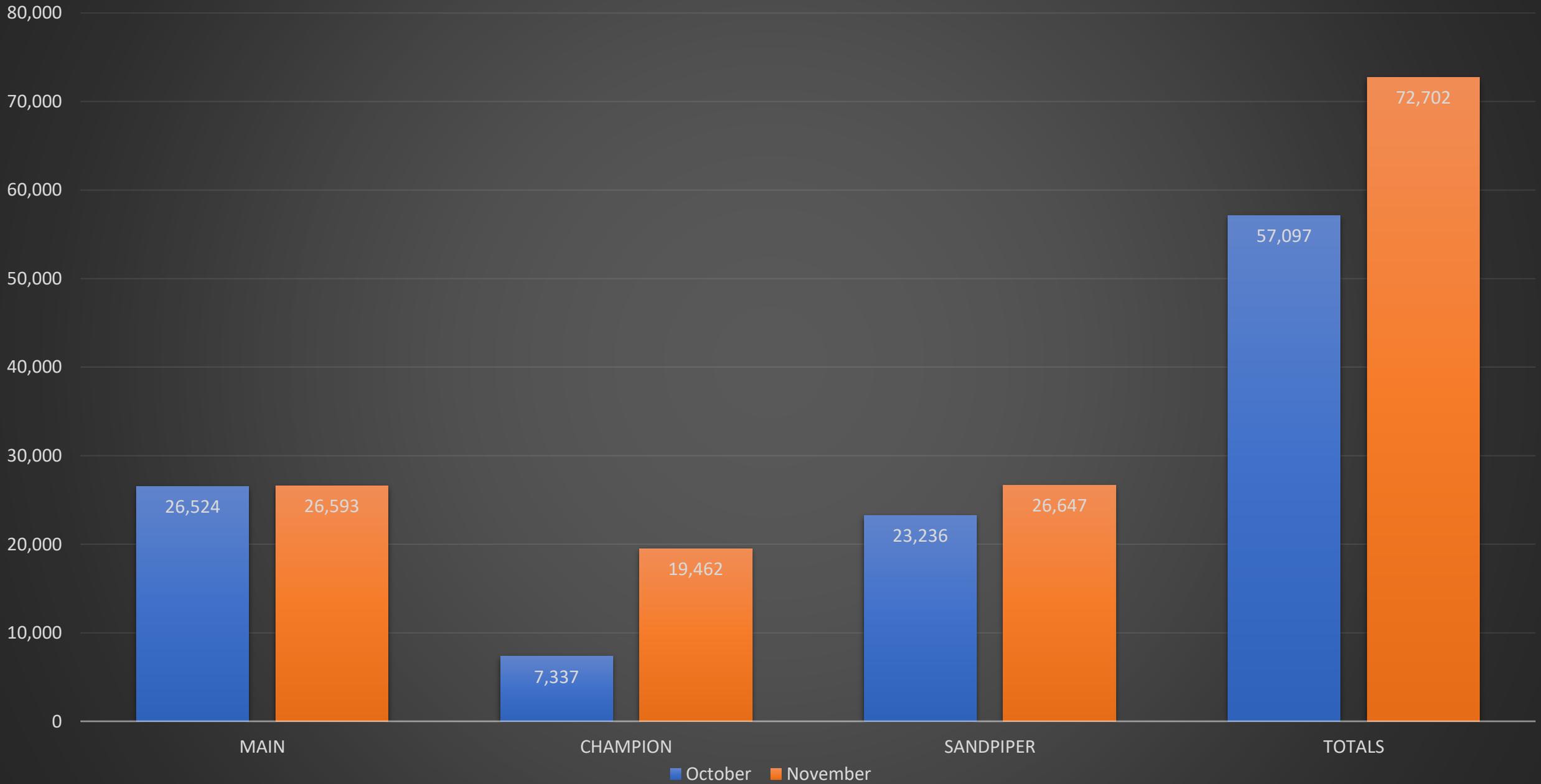


# GATEHOUSES and PATROLS

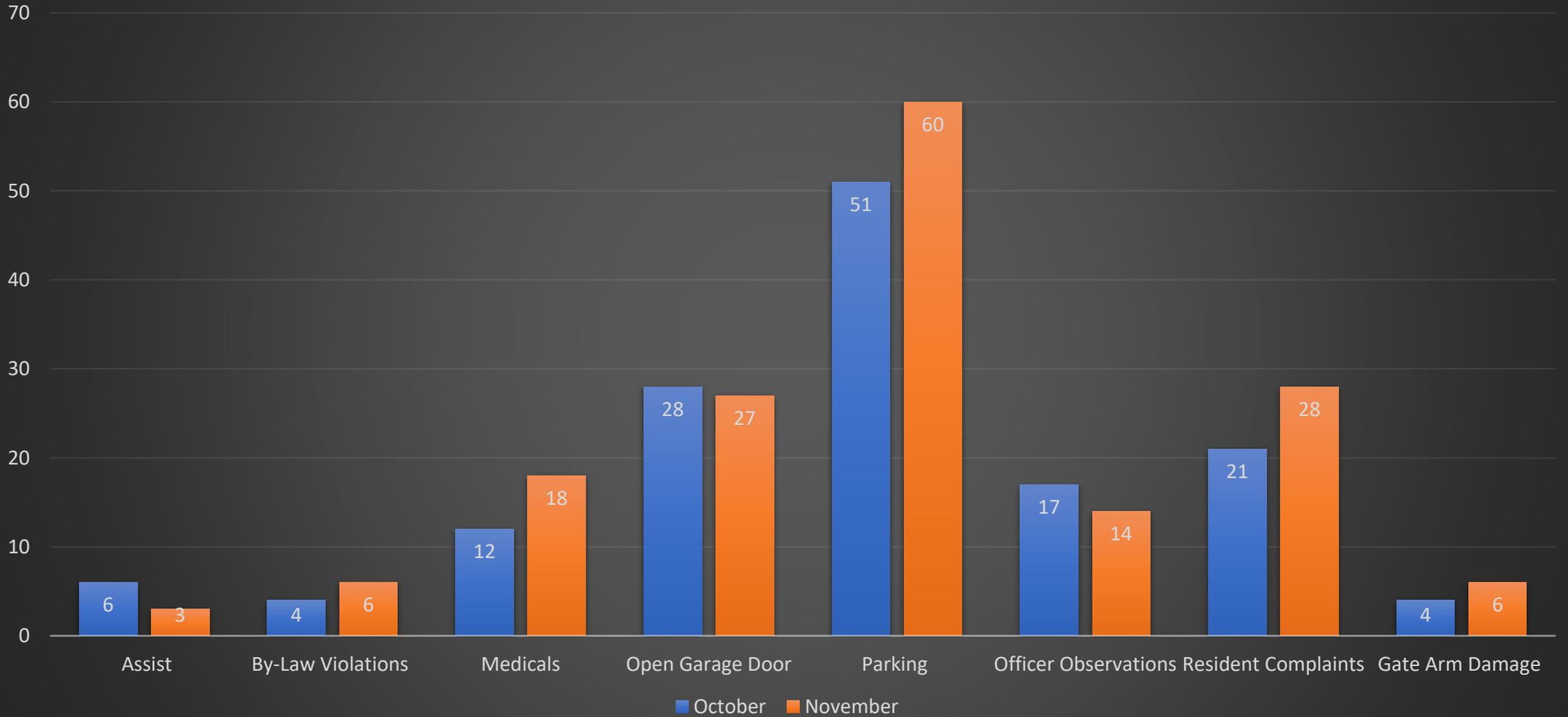
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



# GATE HOUSE ACTIVITY: October 2023-November 2023



## Incident Reports: October 2023-November 2023



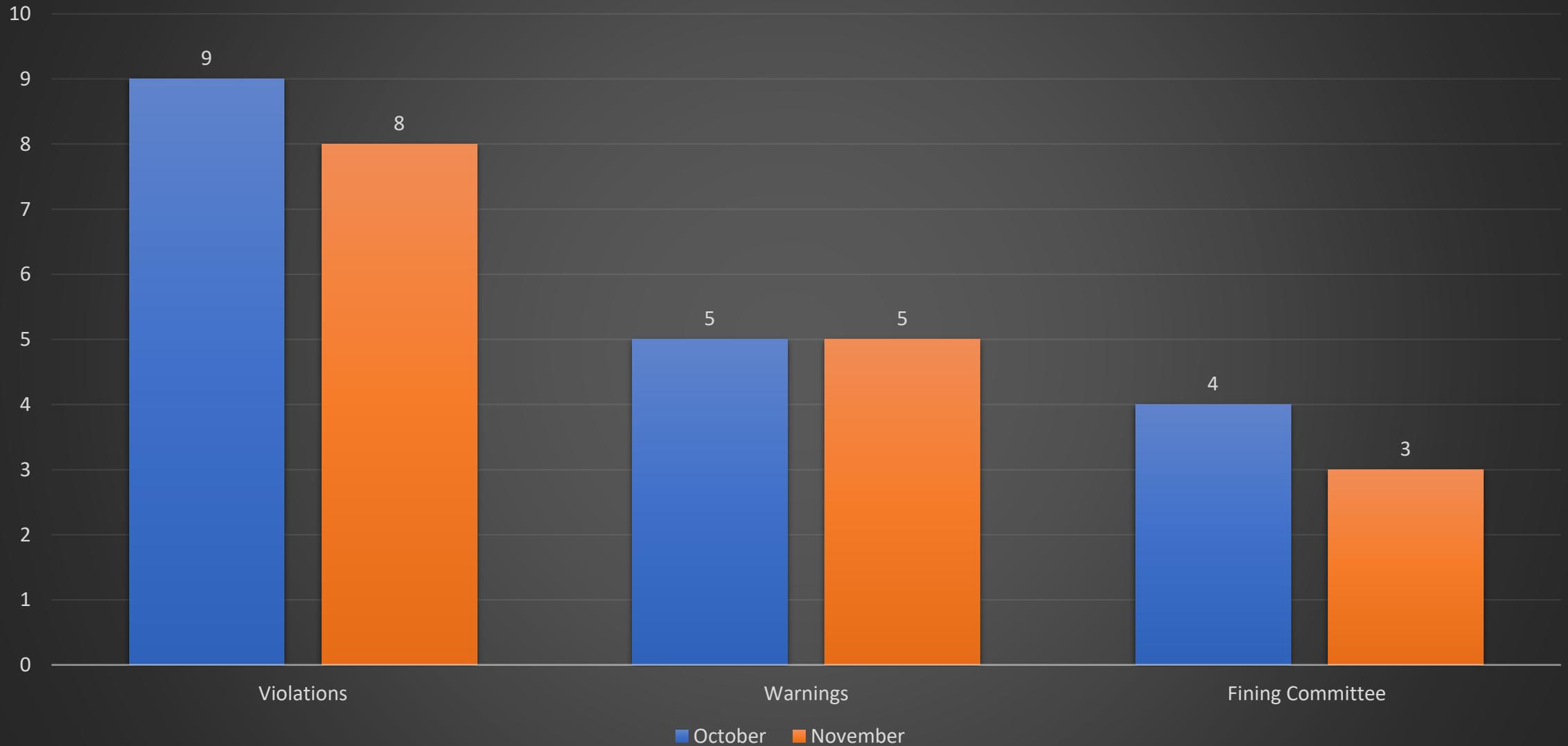
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## SPEED DETECTION and ENFORCEMENT

- Portable speed detection device
- Deployed throughout Fiddler's Creek at random
- Fixed device located on Cherry Oaks Trail



# Traffic Hawk Speeding Violations: October 2023-November 2023



QUESTIONS?

- Thank you



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

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# ESTIMATE



**Sophistico Construction**  
1925 Trade Center Way  
Naples, FL 34109

Jason@sophistico.com  
+1 (239) 247-2154

## Cleo Adams

### Bill to

Fiddler's Creek, CDD #2 - Wrathell, Hunt &  
Associates, LLC  
9220 Bonita Beach Road  
#214  
Bonita Springs, FL 34135

### Estimate details

Job Name: Fiddler's Creek Pump House

Estimate no.: 1060

Estimate date: 11/27/2023

| #  | Product or service   | SKU | Qty          | Rate         | Amount              |
|----|--|-----|--------------|--------------|---------------------|
| 1. | <b>Roofing</b><br>Supply & Install Trusses, Plywood, bracing, access hatches, roof system, masonry, stucco, and paint. Contractor will supply dumpsters, portable restroom, on-site supervision, and schedule/oversee electrical contractor. |     |              | \$167,589.00 | \$167,589.00        |
|    |  |     | <b>Total</b> |              | <b>\$167,589.00</b> |

## CONSTRUCTION CONTRACT

Contract No. \_\_\_\_\_

Board Award Date: \_\_\_\_\_

THIS CONSTRUCTION CONTRACT (“**CONTRACT**”) is made this \_\_\_\_ day of December, 2023 by and between **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 and FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, hereinafter collectively referred to as “**DISTRICT**,” and **SOPHISTICO FLOORS CORP, a Florida Corporation D/B/A/ SOPHISTICO CONSTRUCTION**, hereinafter called “**CONTRACTOR**.”

WITNESSETH: For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

### ARTICLE 1. WORK

The **CONTRACTOR** shall commence and complete all work for PROJECT TITLED “IRRIGATION PUMP HOUSE #2 ROOF REPLACEMENT AT FIDDLERS CREEK” in accordance with the Contract Documents (the “**Work**”). **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents in the Scope of Services attached hereto as **Exhibit “A”**.

### ARTICLE 2. CONTRACT SUM

2.1. The **DISTRICT** shall pay the **CONTRACTOR**, in current funds, for the performance of the **Work** described in **Exhibit “A”**, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: **\$167,589/00** said amount being the amount as listed on the **CONTRACTOR**’s Estimate No. 1060 11/27/2023, attached as part of **Exhibit “A”**.

### ARTICLE 3. PROGRESS PAYMENTS, DISPUTE RESOLUTION, AND FINAL PAYMENT

3.1 All payments to **CONTRACTOR** and all payment procedures are subject to the provisions of the Florida Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (the “**Prompt Payment Act**”, including Section 218.735, Florida Statutes). **CONTRACTOR** shall submit to the **OWNER’S** Representative on or about the 30th day of each month, **CONTRACTOR**’s Application for Payment in accordance with the Contract Documents. All Applications for Payment will be submitted by **DISTRICT** to **DISTRICT**’s Engineer and processed by **DISTRICT**’s Engineer as provided in the **Prompt Payment Act**.

3.2 Based upon applications for payments (proper invoices) submitted to **OWNER’S** Representative by the **CONTRACTOR**, and Certificates for Payment issued by the **OWNER’S** Representative, the **DISTRICT** shall make progress payments on account of the Contract Price to the **CONTRACTOR** as provided in the Contract Documents as follows:

3.2.1 The due date for payment by **DISTRICT** for a proper invoice is governed by this Agreement and the **Prompt Payment Act**.

3.2.2 **DISTRICT** shall make payment within twenty-five (25) business days after the date on which a proper invoice (a complete and accurate Application for Payment in accordance with the Contract

Documents) is properly submitted and is stamped as received, unless there is an improper payment request or invoice or a dispute, in which case the procedures in this Article shall be followed before payment is due.

3.2.3 If an improper payment request or invoice is submitted by Contractor, District shall, within 10 days after the improper payment request or invoice is received, notify the Contractor, in writing, that the payment request or invoice is improper and indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper. District shall have no obligation to remit payment until any and all improper payment requests or invoices have been corrected.

3.2.4. If a dispute arises between Contractor and District concerning payment of a payment request or invoice, the dispute shall be finally determined by District pursuant to the following dispute resolution process:

3.2.4.1 Within 25 days of receipt of the disputed payment request or invoice, District shall notify Contractor of the dispute and shall, within 45 days of receipt of the disputed payment request or invoice, provide the basis for same. Within 10 days of receiving the basis for the dispute, Contractor shall provide a response. Within 60 days of the receipt of the disputed payment request or invoice, District, through its District Manager, shall, based upon its notice and the Contractor's response, issue a final decision regarding payment. If the dispute is resolved in favor of the District, interest charges begin to accrue 15 days after the District's final decision. If the dispute is resolved in favor of the Contractor, interest begins to accrue as of the original date the payment became due. Either party may appeal the final decision to the District Board of Supervisors.

3.2.4.2 If the District does not commence the dispute resolution procedure within the time required, Contractor may give written notice to the District of the failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after such notice, any amounts resolved in Contractor's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date the payment request or invoice containing the disputed amounts was submitted to the District. If the dispute resolution procedure is not commenced within 4 business days after the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve Contractor of its contractual obligations.

3.2.4.3 In an action to recover amounts due under this section 3.2.4, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

3.2.5 DISTRICT shall retain ten percent (10%) of the gross amount of each payment request or ten percent (10%) of the portion thereof approved by the DISTRICT for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to DISTRICT. At the DISTRICT's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the OWNER'S REPRESENTATIVE.

3.2.6 Upon substantial completion of the work, District shall, within 23 days, generate a single list of items required to render complete, satisfactory, and acceptable the construction services. Contractor shall have 7 days to respond. If District and Contractor are in agreement on day 30, then Contractor shall have 5 days to complete the items on the list. Upon completion of the items on the list, the project shall be deemed to have reached final completion and District shall accept the project. If District and Contractor are not in agreement as to the contents of the list, then, Contractor shall complete the items that are in agreement within the 5-day period above and the balance of the items shall be submitted to mediation by a mediator selected by the District and whose costs shall be paid by District and

Contractor evenly. Contractor shall have 5 days after mediation to complete any agreed upon items. After which, the project shall be deemed to have reached final completion and District shall accept the project. If, however, mediation is unsuccessful, then, the dispute shall proceed to arbitration.

3.2.7 Upon final completion of the work and acceptance of the project, CONTRACTOR may apply to DISTRICT for the release of all remaining retainage, less an amount equal to: (a) any amounts that are the subject of a good faith dispute or otherwise the subject of a claim brought pursuant to Section 218.76, Florida Statutes, or a claim or demand by DISTRICT or CONTRACTOR; (b). less such amounts as the DISTRICT shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents; and, (b) all other amounts DISTRICT is entitled to withhold and DISTRICT shall make payment within twenty-five (25) business days after the date on which a proper invoice (a complete and accurate Application for Payment in accordance with the Contract Documents) is properly submitted and is stamped as received.

#### **ARTICLE 4. CONTRACT DOCUMENTS**

The Term “**Contract Documents**” shall include this Contract; addenda; CONTRACTOR’s Estimate, except to the extent it conflicts with any other contractual provision; the Notice to Proceed, any Public Payment and Performance Bond(s); the General Conditions; the Plans, Specifications and Drawings for the Project; any Special Conditions; all Written Amendments; Certificates of Insurance; Change Orders; and Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

#### **ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

5.1. The CONTRACTOR shall commence work as required by the CONTRACT DOCUMENTS and as provided in the Official Notice to Proceed issued by DISTRICT or its agents.

5.2. Substantial completion shall be achieved not later than 120 calendar days after issuance of the Notice To Proceed, unless the period for substantial completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.

5.3. Final completion shall be achieved not later than 160 calendar days after issuance of the Notice To Proceed, unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS, including but not limited to sections 3.2.6 and 3.2.7 of this Agreement, or by written agreement of the parties.

5.4. Time is of the essence in the performance of this Contract.

5.5. The DISTRICT and CONTRACTOR recognize that time is of the essence of this agreement and that the DISTRICT will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by the DISTRICT if the work is not completed on time. Accordingly, instead of requiring any such proof, DISTRICT and CONTRACTOR agree that Liquidated Damages will be assessed in the amount of **\$500.00** per day for each calendar day that is beyond the substantial and final completion dates required by the CONTRACT DOCUMENTS. The DISTRICT shall have the right to deduct all damages due from the final payment request as well as retainage. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the DISTRICT estimated at the time of executing the Contract. When the DISTRICT reasonably believes that substantial Completion will be inexcusably delayed, the DISTRICT shall be entitled, but not required, to withhold from any amounts

otherwise due the CONTRACTOR an amount then believed by the DISTRICT to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving substantial Completion, or any part thereof, for which the DISTRICT has withheld payment, the DISTRICT shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable as liquidated damages, less sums incurred by the DISTRICT resulting from CONTRACTOR's delay in achieving substantial completion.

The CONTRACTOR shall also be liable for any actual damages sustained by the DISTRICT after CONTRACTOR has achieved substantial completion for CONTRACTOR's failure to fully complete the Contract Documents. Actual damages may include, but not be limited to, costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity and overhead. The DISTRICT shall have the right to deduct all damages due from final payment request as well as retainage.

## **ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce DISTRICT to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR holds and possesses in good standing, all required state and local contractor licenses, certificates and registrations necessary to perform and complete the Work in accordance with the Contract Documents.

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, the areas of intended construction including surface and sub-surface conditions, and Federal, State, DISTRICT and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations, tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has given DISTRICT written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by DISTRICT is acceptable to CONTRACTOR.

## **ARTICLE 7. GENERAL CONDITIONS**

### **7.1 RESPONSIBILITY OF THE CONTRACTOR.**

#### **7.1.1 PROSECUTION OF THE WORK.**

The CONTRACTOR shall be responsible for the good condition of the Work until its release from its obligations. It shall bear all losses resulting to it on account of the amount or character of the Work, the character of the ground or existing underground installation being different from what it anticipated, or on account of the weather or the elements.

Information shown on the Drawings as to the location of the existing utilities has been prepared from the most reliable data available to the DISTRICT. This information is not guaranteed, however, and it shall be this CONTRACTOR's responsibility to determine the location, character and depth of existing utilities. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from CONTRACTOR's activities. The location of all overhead utilities shall be verified and

the DISTRICT notified on any conflict which might occur. The CONTRACTOR shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required. The CONTRACTOR shall be responsible for replacing any underground facility broken or dislocated during construction for which sufficient underground information has been shown on the plans.

## **ARTICLE 8. TERMINATION FOR CONVENIENCE**

This Contract may be terminated by DISTRICT for its convenience upon thirty (30) days prior written notice to CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the date of such termination, an amount prorated in accordance with the work substantially performed under this Agreement. Such amount shall be paid by the DISTRICT after inspection of the work to determine the extent of performance under this Agreement, whether completed or in progress.

## **ARTICLE 9. PROJECT RECORDS**

The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the DISTRICT to perform the services required under this Contract. Upon request from DISTRICT's custodian of public records, Contractor shall provide DISTRICT with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the public records to DISTRICT. Upon completion of the Contract, Contractor may transfer, at no cost, to DISTRICT all public records in possession of Contractor or keep and maintain public records required by DISTRICT to perform the services required under the Contract.

If Contractor transfers all public records to DISTRICT upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DISTRICT, upon request from DISTRICT's custodian of public records, in a format that is compatible with DISTRICT's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section or the public records Law, the Contractor shall be deemed to have breached a material provision of the Contract, shall constitute a Default and Breach of this Agreement, all for which, the DISTRICT may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (877) 276-0889; PHONE: 561-571-0010, EXT. 400; FAX: 561-571-0013; DAPHNE GILLYARD, DIRECTOR OF ADMINISTRATIVE SERVICES, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; GILLYARDD@WHHASSOCIATES.COM**

## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

10.1. Final payment, constituting the entire unpaid balance of the Contract Price shall be paid by the DISTRICT to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been approved by the DISTRICT.

10.2. Terms used in the Contract which are defined in the General Conditions of the Contract shall have the meaning designated in those conditions.

10.3. The DISTRICT and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4. This Contract may not be assigned except with the written consent of the DISTRICT, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.

10.5. The CONTRACTOR agrees through the signing of this Contract by an authorized party or agent that it shall hold harmless and defend the DISTRICT and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the DISTRICT, excluding only the sole negligence of the DISTRICT. This provision shall also pertain to any claims brought against the DISTRICT by any employee of the CONTRACTOR, or sub-CONTRACTOR(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

10.6. This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or oral.

10.7. The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

10.8. No Amendments or changes to the terms or conditions of this Contract shall be valid unless in writing and signed by all parties.

10.9. The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claims and/or dispute resolution concerning this Contract, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Collier County, Florida. Any litigation between the parties arising from this Agreement shall be conducted in a State of Florida court of appropriate jurisdiction in Collier County, Florida. In the event of any litigation and/or binding arbitration arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.

10.10. DISTRICT reserves unto itself sole authority to execute and authorize the issuance of Change Orders, directives, or other documents to the CONTRACTOR which impact on or change the Contract Time or Price. These actions by the DISTRICT will be taken after due consideration of the recommendations and analysis of the DISTRICT's architect or consulting engineer, if applicable. This provision supersedes any other contradictory provisions in the Contract Documents.

10.11 No provision in this contract shall be construed more strongly against either party or in a light less favorable to either party because of who drafted it as a method of contract interpretation.

## **ARTICLE 11. E-VERIFICATION**

11.1. As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

11.2. A contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of the AGREEMENT.

11.3. DISTRICT, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

11.4. DISTRICT, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

11.5. A contractor terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the DISTRICT for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that the Contractor is liable for any additional costs incurred by the DISTRICT as a result of termination of any contract for a violation of this section.

11.6. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **ARTICLE 12. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

12.1. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the DISTRICT will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The DISTRICT shall provide notice, in writing, to Contractor of the DISTRICT's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the DISTRICT's determination of false certification was made in error then the DISTRICT shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

In witness whereof, DISTRICT and CONTRACTOR have signed this agreement. One counterpart has been retained by the DISTRICT custodian of records, one to the Project Sponsoring Department, and one part each has been delivered to the CONTRACTOR. All portions of the Contract Document have been signed or identified by DISTRICT and CONTRACTOR.

Signed, sealed, and delivered in the presence of:

**SOPHISTICO FLOORS CORP, a Florida Corporation D/B/A/ SOPHISTICO CONSTRUCTION**

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
BY: \_\_\_\_\_  
(Title)

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

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1**

ATTEST:

BY: \_\_\_\_\_  
Secretary/Asst. Secretary

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

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

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

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #2**

ATTEST:

BY: \_\_\_\_\_  
Secretary/Asst. Secretary

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

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

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

**EXHIBIT "A"**

TO THE CONSTRUCTION CONTRACT DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023  
BETWEEN THE DISTRICT AND THE CONTRACTOR

**SCOPE OF SERVICES:** The Provider will perform the following services under this Contract:  
Supply & Install Trusses, Plywood, bracing, access hatches, roof system, masonry, stucco, and  
paint in accordance with the attached plans and specifications titled **IRRIGATION PUMP HOUSE  
#2 ROOF REPLACEMENT AT FIDDLERS CREEK** prepared by BC Architects AIA, Inc..  
Contractor will also supply dumpsters, portable restroom, on-site supervision, and  
schedule/oversee electrical contractor.

## **ATTACHMENT “1” – GENERAL CONDITIONS**

### **ARTICLE 1. PRELIMINARY MATTERS**

Titles, Article Headings, Section Headings, Indexes and Table of Contents are given for the sake of clarity; ease of reading and as a guide for ease of reference to specific topics within the General Conditions.

### **ARTICLE 2. DEFINITIONS**

The following definition of terms is provided to establish a common understanding between the parties as to the intended usage, application and interpretation of such terms.

**CHANGE ORDERS** are written orders to the CONTRACTOR signed by the DISTRICT, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract price or the Contract Time. The Contract Price and the Contract Time may be changed only by a written Change Order. A Change Order signed by the CONTRACTOR indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

**COMPLETION (FINAL)** means acceptance of the Project by the DISTRICT as evidenced by its signature upon a final payment Certification Form GSD:014, and approval thereof by the Board of Supervisors or their designee. The final payment Certification shall be signed only after the DISTRICT has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been complied with.

**COMPLETION (SUBSTANTIAL)** shall mean an acceptance of the Work by the DISTRICT when construction is sufficiently complete in accordance with the Contract Documents so the DISTRICT can occupy or utilize the Work or designated portion thereof for the intended use. A certificate of occupancy, issued by the Building Official, is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

**CONSTRUCTION** is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure or any appurtenances connected or attached to such buildings or structures. The term includes but is not limited to the repair, replacement modification or construction of buildings, roads, bridges, sidewalks, traffic devices, parking lots, drainage, underground and overhead utilities.

**CONSULTANT** is a person or entity lawfully licensed to practice Architecture or Engineering or another profession and registered in the State of Florida, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre. The term includes the CONSULTANT's authorized representative.

**CONTRACT** means the written agreement between the DISTRICT and the CONTRACTOR covering the Work to be performed; the Contract is a part of the Contract Documents.

**CONTRACT DOCUMENTS** consist of the Invitation To Bid, Bid Proposal, Construction Contract, General and Special Conditions of the Contract, the Plans, the Project Manual, the Bid

documents, Addenda issued prior to execution of the Contract, all written modifications issued after execution of the Contract, all provisions required by law to be inserted in this Contract whether actually inserted or not, and a Purchase Order issued by the DISTRICT.

A Modification is:

- (1) A written Amendment to the Contract or
- (2) A Change Order or
- (3) A written interpretation necessary for the proper execution or progress of the Work issued by the OWNER'S Representative or
- (4) A Field Change Order or
- (5) A Field Directive Change.

CONTRACT PRICE means the total monies payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME means the number of Calendar days stated in the Agreement for the purpose of establishing Substantial Completion and Final Completion dates.

CONTRACTOR is the person, firm, joint venture, corporation or other legal entity with whom the DISTRICT has contracted and who has the primary responsibility for performance of the work.

DAYS - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty-four (24) hours measured from midnight to the next midnight.

DEFECTIVE - An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER'S REPRESENTATIVE recommendation of final payment (unless responsibility for the protection thereof has been assumed by the DISTRICT at Substantial Completion in accordance with paragraph 14.5 or 14.6).

DISTRICT - means the Fiddler's Creek Community Development District #1 And Fiddler's Creek Community Development District #2, collectively, community development districts established pursuant to Ch. 190, Florida Statutes, its successors and assigns, also referred to as OWNER.

EFFECTIVE DATE OF THE AGREEMENT IS THE DATE INDICATED IN THE Agreement on which it becomes effective, but if not such date is indicated, it means the date on which the Agreement is signed by the last of the two parties.

FIELD CHANGE ORDER is a written change order requested by the OWNER'S Representative, accepted by the CONTRACTOR, and approved by the PROJECT MANAGER for minor changes in the Work, not involving adjustments in the Contract Sum or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

FIELD DIRECTIVE CHANGE - A written directive to the CONTRACT, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 5.2 or 5.3, or to emergencies under paragraph 7.20. A Field Directive

Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or the Contract Time as provided in Articles 11 and 12.

FINAL ACCEPTANCE means acceptance of the Work by the DISTRICT upon the expiration of the warranty period as stated in the Contract Documents.

MATERIALS – Includes, but is not limited to, anything used in the process of constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

NOTICE means written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said Notice at his residence, or addressed to the CONTRACTOR at the place of business stated in the Bid Proposal and deposited in the United States Mail.

NOTICE TO PROCEED is a written instrument issued by the DISTRICT to the CONTRACTOR, authorizing the CONTRACTOR to commence Work on the Project. The NOTICE TO PROCEED shall include the effective date of Commencement.

NOTICE OF TERMINATION is a written instrument issued in accordance with the Contract Documents as stated in Section 15.2, by the DISTRICT to the CONTRACTOR or by the CONTRACTOR to the DISTRICT notifying the receiving party that the Contract is being terminated. The NOTICE shall clearly identify the effective date the Contract is to be terminated.

OWNER'S REPRESENTATIVE is the CONSULTANT contracted by the DISTRICT for Professional Services during the construction phase of this project or a qualified person authorized as his official representative, or in the absence of such a contract, the Project Manager will be considered the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the DISTRICT.

PLANS AND/OR DRAWINGS are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

PROJECT shall mean the entire improvement contracted for by the DISTRICT.

PROJECT MANAGER is an employee or representative of the DISTRICT and is a designee who is the representative of the DISTRICT in matters concerning this project. The project manager will act as the OWNER'S REPRESENTATIVE in the absence of a DISTRICT contract with a CONSULTANT. The PROJECT MANAGER or designee shall be responsible for acting on the DISTRICT'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements, or any AMENDMENT(S), or CHANGE ORDER(S) issued there under.

PROJECT INSPECTOR - The authorized representative of the DISTRICT who is assigned to the project as an observer to observe the work and report back to the DISTRICT and CONSULTANT.

SPECIFICATIONS are written documents organized into divisions, sections, and articles which provide detailed instructions to the CONTRACTOR pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade

and operational data of all components to be provided by the CONTRACTOR and incorporated into the Project.

SUBCONTRACTOR is a person, firm, partnership, corporation, or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term Subcontractor does not include those whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a Subcontractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Subcontractor means a Subcontractor or its authorized representative.

SUB-Subcontractor is a person, firm, partnership, corporation, or entity who has a direct or indirect Contract with a Subcontractor to perform any of the Work at the site. The term Sub-Subcontractor means a Sub-Subcontractor or its authorized representative.

SUPPLIER - A manufacturer, fabricator, distributor, materialmen or vendor.

SURETY is the surety company or individual that is bound by Contract bond with and for the CONTRACTOR who is primarily liable and is responsible for CONTRACTOR'S acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

UNDERGROUND FACILITIES - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

### **ARTICLE 3.        STARTING THE WORK**

3.1 Written Notice to Proceed is contingent upon and will be issued subsequent to the CONTRACTOR fully satisfying the DISTRICT'S insurance and Bond submittal requirements. Until the CONTRACTOR receives the DISTRICT'S written Notice to Proceed, the CONTRACTOR is advised that the DISTRICT will not be liable for any expenses which the CONTRACTOR may incur before the contract is executed and the written Notice to Proceed is issued.

3.2 The Contract time shall begin to run on the date specified in the "Notice to Proceed".

3.3 The DISTRICT will forward to the CONTRACTOR a Notice of Commencement with instructions to post in a conspicuous spot on the project site.

## **ARTICLE 4.            PHYSICAL CONDITION: REFERENCE POINTS**

### **Physical Conditions**

5.1 Unless otherwise stated, the CONTRACTOR shall be fully responsible for the removal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. The CONTRACTOR assumes full responsibility for the expenses associated with such removal. There shall not be an increase in time or price associated with such removal.

5.2 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to the DISTRICT or the CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price. The CONTRACTOR shall be responsible for complying with Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act" including but not limited to notifying and contacting Sunshine 811 before commencing any work.

5.3 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency) identify the owner of such Underground Facility and give written notice thereof to that owner and to the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and with the DISTRICT'S approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

5.4 The CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the Specifications), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the DISTRICT. The CONTRACTOR shall report to the OWNER'S REPRESENTATIVE whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 6.      INSURANCE**

6.1 The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Agreement, whether such services, work and operations are performed by the Contractor, its employees, or by any Sub-Contractor(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

6.2 The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

6.3 The Contractor, throughout the time the Agreement is in effect, shall require and ensure that any and all of its Sub-Contractors and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

6.4 The Contractor shall obtain, have and maintain during the entire period of the Agreement, all such insurance policies as are set forth and required herein.

6.5 In the event that the Contractor engages Sub-Contractors to assist the Contractor in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Contractor shall cover all of the services or work to be provided or performed by all of the Subcontractors engaged by the Contractor. However, in the event the services or work of Sub-Contractors is not covered by the Contractor's insurance policy or policies, it shall be the responsibility of the Contractor to ensure that all Sub-Contractors have fully complied with the DISTRICT insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Commercial General Liability as required and set forth in this Article.

6.5 The insurance coverages to be obtained by the Contractor or by Sub-Contractors as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Commercial General Liability is understood and agreed to cover any and all of the services or work set forth in the Agreement. In the event the DISTRICT shall execute and issue written Change Order(s) authorizing the Contractor to provide or perform services or work in addition to those set forth in the Agreement, it is agreed that the DISTRICT has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Contractor, the compensation established for the Change Order(s) shall include consideration of any increased premium cost incurred by the Contractor to obtain same.

6.6 The Contractor shall submit to the DISTRICT all required insurance certificates for review and approval. All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the DISTRICT and licensed in the State of Florida. Each Certificate of Insurance submitted to the DISTRICT shall be an original and shall be executed by an authorized

representative of the insurance company affording coverage.

6.7 Each Certificate of Insurance shall be addressed to the Fiddler's Creek Community Development District #1 And Fiddler's Creek Community Development District #2, as Additional Insured ATTN: DISTRICT MANAGER, at the address listed at the beginning of this Agreement.

6.8 Each Certificate of Insurance shall specifically include all of the following:

- The name and type of policy and coverages provided; and
- The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
- The date of expiration of coverage; and
- The designation of the DISTRICT both as an additional insured and as a certificate holder. (This requirement is excepted for Workers' Compensation Insurance); and
- A specific reference to the Agreement and the Project to which it pertains.

6.09 The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days advance written notice to the Certificate Holder named."

6.10 Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

6.11 If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of the Agreement, the Contractor shall furnish to the DISTRICT renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Contractor to provide the DISTRICT with such renewal certificate(s) shall be considered justification for the DISTRICT to terminate the Agreement. If any of the required insurance coverage(s) expire on the date indicated on the approved Certificate(s) of Insurance without the DISTRICT having received satisfactory evidence of renewal or replacement, the Contractor shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Contractor's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Contractor shall not be entitled to any additional compensation or time to provide and perform the required services or work and the DISTRICT shall not be required to make payment on any invoices submitted by the Contractor. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the DISTRICT.

6.12 The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

6.12.1 WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

- Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.
- Notice of Cancellation and/or Restriction - the policy must be endorsed to provide the DISTRICT with not less than thirty (30) days prior written notice of cancellation and/or restriction.

#### 6.12.2 COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

- Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$2,000,000 for Property Damage Liability, or a minimum combined single limit of \$2,000,000.
- Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. The DISTRICT and DISTRICT officers and employees shall be included as an Additional Insured.
- Such additional requirements as may be set forth in the Agreement.

#### 6.12.3 BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- Minimum limits of \$1,000,000 per person and \$2,000,000 per accident for Bodily Injury Liability and a minimum limit of \$2,000,000 for Property Damage Liability, or a minimum combined single limit of \$2,000,000.
- Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.
- Such additional requirements as are set forth in the Agreement above.

#### 6.12.4 ALL RISK BUILDERS RISK OR INSTALLATION FLOATER (If Applicable)

All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), buildings(s), or structure(s). Any deductible is the responsibility of the CONTRACTOR. The DISTRICT shall be named as an additional insured.

#### 6.12.5 SUBCONTRACTORS

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors carry Automobile Liability, General Liability and Workers' Compensation in compliance with statutory limits.

## **ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES**

7.1 The CONTRACTOR will supervise and direct the Work efficiently. CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The CONTRACTOR will be responsible to see that the finished Work complies with the Contract Documents.

7.2 The CONTRACTOR will keep on the site at all times when work is being performed, a competent, resident superintendent who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be binding as if given to the CONTRACTOR.

7.3 The CONTRACTOR will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents and will at all times maintain good discipline and order at the site.

7.4 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work unless otherwise specified.

7.5 All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

7.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

7.7 In instances where applicable due to the nature of the bid, all material, equipment, etc., as proposed and offered by CONTRACTOR must meet and conform to all O.S.H.A. requirements; the CONTRACTOR'S signature upon the bid proposal form (Part D) being by this reference considered a certification of such fact.

7.8 The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE, for acceptance, any adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and, in addition, will comply with any provisions of the Contract Documents applicable thereto. The DISTRICT reserves the right to reject any progress schedule from the CONTRACTOR which, in its judgment, does not appear to devote sufficient resources or manpower to enable the timely completion of the project. If the DISTRICT requests that the progress schedule be adjusted, the CONTRACTOR shall do so and perform the work according to the adjusted schedule at no additional cost to the DISTRICT.

7.9 If it is indicated in the specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, within thirty (30) calendar days after the award of the Contract, make written application to the OWNER'S REPRESENTATIVE for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the requirements imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No

substitute shall be ordered or installed without the written approval of the DISTRICT who shall be the sole judge of quality. Whether or not the DISTRICT accepts a proposed substitute, the CONTRACTOR shall reimburse the DISTRICT for any charges or cost for evaluating any proposed substitute.

7.10 The CONTRACTOR will be fully responsible for all acts and omissions of his SUBCONTRACTORS and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the DISTRICT. The DISTRICT may, upon request, furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.

7.10.1 The divisions and sections of the specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or delineating the Work to be performed by any specific trade.

7.10.2 The CONTRACTOR agrees to specifically bind every SUBCONTRACTOR to the applicable terms and conditions of these Contract Documents for the benefit of the DISTRICT.

7.10.3 All Work performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate written agreement between the CONTRACTOR and the SUBCONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the DISTRICT as trustee.

7.12 Unless otherwise specified herein, the CONTRACTOR will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspections' fees necessary for the prosecution of the Work which are applicable at the time of the bid. The CONTRACTOR will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the DISTRICT.

7.12.1 Pursuant to the requirements of F.S. 218.80, the following permits and fees are required to be obtained by the contractor.

|                    |                       |
|--------------------|-----------------------|
| Building Permit    | Fees Paid by District |
| Development Orders | Fees Paid by District |

This is a disclosure of permits and fees required by the District for this project and does not relieve the CONTRACTOR of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

7.13 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at a variance therewith, CONTRACTOR will give the OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the OWNER'S REPRESENTATIVE, CONTRACTOR will bear all cost arising there from; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Drawings and Specifications are

in accordance with such laws, ordinances, rules and regulations.

7.14 The CONTRACTOR and all Subcontractors must be properly licensed and possess and have the proper current business tax receipt(s), within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal; and the CONTRACTOR and all Subcontractors shall keep and maintain as current and valid all required licenses, certificates and registrations necessary to perform the work.

7.15 The CONTRACTOR will confine its equipment, the storage of materials and equipment, and the operations of its workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

7.16 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process or addition and exact location of underground or otherwise concealed components such as, but not limited to, plumbing, air conditioning, electric, and conduit which were not installed exactly as shown on the contract drawings. These shall be available to the OWNER'S REPRESENTATIVE and shall be verified by the OWNER'S REPRESENTATIVE at 30%, 60%, and 100% completion of the Project. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE one (1) complete dated set of all changes made during Construction entitled "Record Drawings". Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.

7.17 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to: All employees and Subcontractors on the Project and other persons who may be affected thereby; All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and, Other property at the site or adjacent thereto including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.18 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. CONTRACTOR will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. CONTRACTOR will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in 7.17 caused directly or indirectly, in whole or in part by the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the DISTRICT and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.

7.19 In the event of emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the DISTRICT, is obligated to act at its discretion to prevent threatened damage, injury or loss. CONTRACTOR will give the OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the DISTRICT and the OWNER'S REPRESENTATIVE determine that a change to the Contract

Documents is required because of the action taken in response to an emergency, a Field Directive Change or Change Order shall thereupon be issued covering the changes and deviations involved.

7.20 After checking and verifying all field measurements, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the OWNER'S REPRESENTATIVE, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER'S REPRESENTATIVE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the OWNER'S REPRESENTATIVE to review the information as required.

7.21 The CONTRACTOR will also submit to the OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended. At the time of each submission, the CONTRACTOR will, in writing, call the OWNER'S REPRESENTATIVE'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

7.22 The OWNER'S REPRESENTATIVE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the OWNER'S REPRESENTATIVE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred by the DISTRICT for the review of a shop drawing in excess of two (2) reviews shall be the CONTRACTORS responsibility. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER'S REPRESENTATIVE that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or CONTRACTOR assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

7.23 No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the OWNER'S REPRESENTATIVE. Any related Work performed prior to review and approval by the DISTRICT of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER'S REPRESENTATIVE.

7.24 The OWNER'S REPRESENTATIVE's approval of Shop Drawings or samples shall not relieve the CONTRACTOR from its responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the OWNER'S REPRESENTATIVE's attention to such deviation at the time of submission and the DISTRICT and the OWNER'S REPRESENTATIVE have given written approval to the specific deviation; nor shall any approval by the OWNER'S REPRESENTATIVE relieve the CONTRACTOR from

responsibility for errors or omissions in the Shop Drawings.

7.25 The CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the construction contract.

7.26 The CONTRACTOR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CONTRACTOR agrees to repair, restore or rebuild any damages CONTRACTOR causes to any property of the DISTRICT. CONTRACTOR shall also assume all blame or loss by reason of neglect or violation of any state, local or federal law or District, county rule, regulation or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work.

7.27 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work CONTRACTOR will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the DISTRICT. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents. The CONTRACTOR shall case all construction activities and prepare the project site when a storm event is anticipated to affect the locality. The CONTRACTOR shall respond immediately to the notice given by the DISTRICT for such preparation. If the CONTRACTOR fails to secure the site as provided in the Contract Documents, the DISTRICT may do so and the cost thereof shall be deducted from any progress payment, final payment or the final retainage otherwise properly due the CONTRACTOR.

7.28 The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes and disagreements with the DISTRICT. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as otherwise permitted or as the CONTRACTOR and the DISTRICT may otherwise agree in writing.

## **ARTICLE 8.      WORK BY OTHERS**

8.1 The DISTRICT may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

8.2 The CONTRACTOR will afford the other Contractors who are parties to such direct contracts (or the DISTRICT, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CONTRACTOR will coordinate and cooperate with the applicable entity responsible for this portion of the work.

8.3 Water lines, sewer lines, drainage structures and pipes, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are

to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the CONTRACTOR has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to it due to any interference from the said utility appurtenances or the operation of moving them. If any part of the CONTRACTOR'S work depends (for proper execution) upon the Work of any such other Contractor (or the DISTRICT), the CONTRACTOR will inspect and promptly report to the OWNER'S REPRESENTATIVE in writing, any defects, deficiencies or delays in such Work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to report shall constitute an acceptance of the Work, except as to defects, deficiencies and delays which may appear in the other Work after the execution of his Work.

8.4 The CONTRACTOR will do all cutting, fitting and patching of its Work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and enable it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering such other Work and will only cut or alter such other work with the written consent of the OWNER'S REPRESENTATIVE.

8.5 If the performance of additional Work by other Contractors or the DISTRICT is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work.

#### **ARTICLE 9. OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION**

9.1 The DISTRICT shall issue all communications to the CONTRACTOR.

9.2 The DISTRICT will issue, with reasonable promptness, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the DISTRICT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

9.3 The OWNER'S REPRESENTATIVE may authorize, with prior approval from the DISTRICT, minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order and the CONTRACTOR shall perform the Work involved promptly. If the CONTRACTOR believes that a Field Change Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

#### **ARTICLE 10. CHANGES IN WORK**

10.1 Without invalidating the Agreement, the DISTRICT may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be authorized by written Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive

Change, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order or Field Directive Change causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, an equitable adjustment will be made. Additional Work performed by the CONTRACTOR without written authorization of a change in the form of an approved written Change Order will not entitle CONTRACTOR to an increase in the Contract Price or any extension of the Contract Time, except in the case of an emergency. If additions in the work requested by the DISTRICT involve addition of a new subcontract or of additional scope of work such that the DISTRICT considers it in its best interests, the CONTRACTOR shall: Obtain cost proposals from multiple potential subcontractors, suppliers or vendors, at Contractor's sole expense, if so required by the DISTRICT, in order to help ensure competitive pricing; and, Obtain DISTRICT's prior written approval of any proposed Subcontractor, including Sub-subcontractors, to be utilized who are not already included on the approved list of Subcontractors.

#### **ARTICLE 11. CHANGE IN CONTRACT PRICE**

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with paragraph 11.2. All claims for adjustment in the Contract Price shall be reviewed by the OWNER'S REPRESENTATIVE. Any change in the Contract Price shall be incorporated in a Change Order and approved by the DISTRICT. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

#### **ARTICLE 12. CHANGE IN CONTRACT TIME**

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data (analysis and documentation). If adverse weather conditions are the basis of a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time shall be determined by the OWNER'S REPRESENTATIVE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The DISTRICT shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the DISTRICT. The

DISTRICT shall not be held accountable for extra compensation or an extension of time due to default by the CONTRACTOR, subcontractors, or suppliers in the furnishing of labor or materials for the project, or having to replace defective materials.

12.3 The CONTRACTOR shall be entitled to a claim for a reasonable extension of time when a delay or hindrance is caused by an act of God, or any material act or omission on the part of the DISTRICT, provided the CONTRACTOR gives notice to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the detailed nature of the claim. The CONTRACTOR'S sole remedy shall be an extension of Contract Time.

12.4 No extension of Contract Time or increases in Contract Price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the DISTRICT in its sole discretion or (4) for any delay which is caused by the CONTRACTOR having to replace defective material or equipment or (5) delays attributable to the lack of performance by Subcontractors regardless of the reasons or (6) delays attributable to delivery of equipment, supplies or materials

12.5 All time limits stated in the Contract Documents are of the essence of the Agreement.

### **ARTICLE 13. WARRANTY GUARANTEE / ACCEPTANCE OF DEFECTIVE WORK**

13.1 The CONTRACTOR warrants and guarantees to the DISTRICT that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article for a period of twelve months following final completion and acceptance by the DISTRICT. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article. Contractor is to assign any and all warranties or guarantees on equipment, materials, etc. to the DISTRICT.

13.2 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER'S REPRESENTATIVE timely notice of readiness therefor. The CONTRACTOR will furnish the OWNER'S REPRESENTATIVE with the required certificates of inspection, testing or approval. If any such Work required to be inspected, tested or approved is covered without written approval of the OWNER'S REPRESENTATIVE, it shall, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation at the CONTRACTOR'S expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.

13.3 Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform and complete the Work in accordance with the requirements of the Contract Documents.

13.4 The DISTRICT and the OWNER'S REPRESENTATIVE shall at all times have access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

13.4 If any work has been covered which the OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if the OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore as provided in Article 11 and 12.

13.5 If the Work is defective, if the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, the DISTRICT may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated: however, this right of the DISTRICT to stop the work shall not give rise to any duty on the part of the DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other party.

13.6 If required by the OWNER'S REPRESENTATIVE prior to approval of any progress payment and final payment, the CONTRACTOR will, promptly, without cost to the DISTRICT and as specified by the OWNER'S REPRESENTATIVE, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within ten (10) calendar days, all as specified in a written notice from the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be the responsibility of the CONTRACTOR and paid by the CONTRACTOR. If the CONTRACTOR does not make such payment, in addition to any other remedy that the DISTRICT possesses, the DISTRICT has the right to deduct such amount from any payment otherwise properly due the CONTRACTOR. The CONTRACTOR will also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

13.7 If, after the approval of the final payment and prior to the expiration of one (1) year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the CONTRACTOR will promptly, without cost to the DISTRICT, and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective Work or, if it has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If, within seven (7) calendar days, the CONTRACTOR does not comply with the terms of such instructions, the Bonding Company shall be notified of default and requested to make repairs or replacement, the DISTRICT may have the

defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the CONTRACTOR. This shall be in addition to, and not in substitution for, the warranty requirement set forth elsewhere in these Contract Documents.

13.8 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the DISTRICT may, after three (3) calendar days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the appropriate revision to the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the DISTRICT.

#### **ARTICLE 14. PAYMENT AND COMPLETION**

14.1 Within ten (10) calendar days after the effective date of the Agreement, the CONTRACTOR will submit a schedule of values of the Work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to the DISTRICT and shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into the payment process.

14.2 Not more often than once a month, nor less often than specified in the approved payment schedule and on a date established at the Project Pre-Construction Conference, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for review a proper invoice filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and supported by such data as the OWNER'S REPRESENTATIVE may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER'S REPRESENTATIVE, as will establish the DISTRICT'S title to the material and equipment and protect its interest therein, including applicable insurance. The Application for Payment shall also be accompanied by legally effective partial releases or waivers of liens from the CONTRACTOR and all SUBCONTRACTORS. Materialmen and suppliers which performed services or provided materials for the CONTRACTOR pursuant to the Contract Documents. All progress payments will be subject to the retainage percentage specified in the Contract Documents. Such retainage shall be paid and will be issued in the final payment after acceptance by the DISTRICT of the Work.

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified herein, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Manager an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that DISTRICT determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, DISTRICT shall reject the Application for Payment within twenty (20) business days after the

date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between DISTRICT and Contractor shall be resolved in accordance with the process and time frames for payment set forth in Section 287.76(2), Florida Statutes. The DISTRICT shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the DISTRICT prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

14.4 Prior to final payment, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Pursuant to Article 3 of the Agreement, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of the Project to determine the status of completion. If the DISTRICT does not consider the Project substantially complete, it will notify the CONTRACTOR in writing giving the reasons therefore. If the DISTRICT considers the Project substantially complete, a Certificate of Substantial Completion will be issued. This certificate shall fix the date of Substantial Completion and the responsibilities between the DISTRICT and the CONTRACTOR for maintenance, heat and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the Contract Time as specified in Article 3. The DISTRICT shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion but the DISTRICT will allow the CONTRACTOR reasonable access to complete items on the punch list.

14.5 Prior to final payment, the OWNER'S REPRESENTATIVE may request the CONTRACTOR to permit the use of a specified part of the Project which the DISTRICT believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If the DISTRICT considers that part of the Project to be substantially complete, the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the DISTRICT and the CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The DISTRICT shall have the right to exclude the CONTRACTOR from any part of the Project which is so certified to be substantially complete but the DISTRICT will allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

14.6 Upon written notice from the CONTRACTOR that the Project is complete, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify the

CONTRACTOR in writing of any particulars which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

14.7 After the CONTRACTOR has completed any such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, Certificates of Inspection, Certificates of Completion and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all SUBCONTRACTORS which performed services for the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

14.8 If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within twenty-five (25) days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the DISTRICT. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and re-submit the Application. The DISTRICT will, within fifteen (15) calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment pay the CONTRACTOR the amount approved by the DISTRICT and issue a Certificate of Final Completion or return the application thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

14.9 If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CONTRACTOR, and the OWNER'S REPRESENTATIVE so confirms, the DISTRICT shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Article 6, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.10 If liquidated damages are to be deducted from the final payment, the DISTRICT shall so notify the CONTRACTOR in writing at least seven (7) calendar days prior to the DISTRICT'S processing of the payment disbursement..

14.13 Upon receipt of the Contractor Performance Evaluation, the CONTRACTOR will have seven (7) calendar days, from the date received, to review, comment, sign and return back to the Project Manager. If the evaluation has not been received back from the CONTRACTOR within the seven (7) calendar days, the DISTRICT will assume the CONTRACTOR fully agrees with and has no comments to the evaluation. The evaluation will then be placed on file with DISTRICT.

14.14 The CONTRACTOR'S obligation to perform the Work and complete the Project in

accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the DISTRICT, the issuance of the Certificates of Completion, any payment by the DISTRICT to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the DISTRICT, any act of acceptance by the DISTRICT, any failure to do so, nor any correction of defective Work by the DISTRICT shall constitute an acceptance of Work not in accordance with the Contract Documents.

14.15 The making and acceptance of final payment shall constitute:

14.15.1 A waiver of all claims by the DISTRICT against the CONTRACTOR other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any guarantees specified therein, and,

14.15.2 A waiver of all claims by the CONTRACTOR against the DISTRICT other than those previously made in writing and still unsettled.

## **ARTICLE 15. SUSPENSION OF WORK AND TERMINATION**

15.1 The DISTRICT may at any time and without cause suspend the Work or any portion thereof for a period of not more than thirty (30) calendar days by notice in writing to the CONTRACTOR. The DISTRICT shall fix the date on which Work shall be resumed and the CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price, an extension of the Contract Time or both, if such increases are justified and directly attributable to any DISTRICT suspension and if he makes a claim thereof as provided in Articles 11 and 12.

15.2 If the CONTRACTOR is adjudged bankrupt or insolvent, if CONTRACTOR makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, if he files a petition to take advantage of any debtor's act or reorganizes under the bankruptcy or similar laws, if CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if CONTRACTOR repeatedly fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, if CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he disregards the authority of the OWNER'S REPRESENTATIVE, or if CONTRACTOR otherwise substantially violates any provisions of the Contract Documents, then the DISTRICT may, without prejudice to any other right or remedy and after giving the CONTRACTOR and CONTRACTOR's surety seven (7) calendar days written notice, terminate the services of the CONTRACTOR and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the Work by whatever method the DISTRICT may deem expedient or arrange with the Surety to complete the project. The CONTRACTOR, if notified by the DISTRICT to do so, shall promptly remove any part of his equipment and supplies from the property of the DISTRICT; failing, the DISTRICT shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. Such cost incurred by the

DISTRICT will be determined by the DISTRICT and incorporated in a Change Order.

Where the CONTRACTOR'S services have been so terminated by the DISTRICT, said termination shall not affect any rights of the DISTRICT against the CONTRACTOR then existing or which may thereafter accrue. If so terminated, any retention or payment of monies by the DISTRICT due the CONTRACTOR will not release the CONTRACTOR from liability accruing under this Contract. If after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of Article 15.2 or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 15.3.

15.3 Upon seven (7) calendar days written notice to the CONTRACTOR, the DISTRICT may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the CONTRACTOR shall be paid for all Work executed up to the date of such termination and any expense sustained plus a reasonable profit.

15.4 If through no fault of the CONTRACTOR, or a Subcontractor, Sub-Subcontractor or their agents or employees or any other persons performing portions of the Work under Contract with the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) calendar days by the DISTRICT or under an order of court or other public authority, or the OWNER'S REPRESENTATIVE has not issued a certificate for payment and has not notified the CONTRACTOR of the reason for withholding certification as provided in 14.4 or because the DISTRICT has not made payment on a certificate for payment within the time stated in the Contract Documents, than the CONTRACTOR may, upon seven (7) calendar days written notice to the DISTRICT and the OWNER'S REPRESENTATIVE, terminate the Agreement and recover from the DISTRICT payment for all Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

15.5 In addition and in lieu of terminating the Agreement, if the OWNER'S REPRESENTATIVE has failed to act on an application for payment or the DISTRICT has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) calendar days written notice to the DISTRICT and the OWNER'S REPRESENTATIVE stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligation under paragraph 7.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the DISTRICT.

## **ARTICLE 16. MISCELLANEOUS**

16.1 All Specifications, Drawings and copies thereof furnished by the DISTRICT, to the CONTRACTOR, shall remain the DISTRICT'S property. They shall not be used on another Project.

16.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the DISTRICT thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

16.3 Should the DISTRICT or the CONTRACTOR suffer injury or damage to its person or

property because of any error, omission or act of the other or any of his employees, agents, or others for whose acts a party is legally liable, a claim should be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage. This shall not be deemed to waive any immunity from claim on the part of the DISTRICT, whether it be through sovereign immunity or due to specific provisions set forth in these Contract Documents.

16.4 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

**ARTICLE 17.**      **MAINTENANCE OF RECORDS**

17.1 The CONTRACTOR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this Contract. The DISTRICT and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the DISTRICT deems necessary during the period of this Contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The DISTRICT, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#2**

**10**

240 Rose Street  
N. Fort Myers, FL 33903-3721  
(239) 997-2133 Fax (239) 997-2259  
Naples (239) 775-2133



Proposal Date: 08/10/2023

Submitted By: Kimberly Alkema

Kim@floridapainters.com

**Client:**

Fiddlers Creek CDD #1  
9220 Bonita Beach Rd 214  
Naples FL 34135

**Contact:** Cleo Adams

**Phone:** (239) 498-9020

**Fax:**

**Email:** adamsc@whhassociates.com

**Project:**

230498  
Fiddlers Creek Street Lights and Signs  
Fiddlers Creek Parkway  
FL 34114

|                                |                  |
|--------------------------------|------------------|
| Phase #1 192 Lights & 57 Signs | 36,145.00        |
| Phase #2 145 Lights & 77 Signs | 29,230.00        |
| Phase #3 96 Lights & 41 Signs  | 18,720.00        |
| <b>Total Bid:</b>              | <b>84,095.00</b> |

To provide exterior painting at Fiddlers Creek CDD # 2.

Areas of Work to include:

- 1) 320 Light Poles
- 2) 172 Street Signs

Scope of Work:

- 1) Sand and grind as needed.
- 2) Apply one coat of primer as needed.
- 3) Finish with two coats of Sherwin Williams Steel Master.
- 4) Vacuum out bugs from lights.

Clarifications:

- 1) Quantities and locations are based on the customers direction as shown above.
- 2) This proposal includes a one year warranty for all labor and materials as described above.
- 3) Steel Master 9500 is a tough flexible finish with outstanding gloss and color retention. It offers long term durability.

If the person signing does not have the owners authority, the signing person becomes personally responsible.

Customer Sign: \_\_\_\_\_ FL Painters Rep. Sign: \_\_\_\_\_

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

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

TERMS: Interest at 1.5% (18% ann.) will be added from the due date until paid. If litigation occurs; collection, attorney fees and court costs will be added.

WE DO ACCEPT VISA & MASTER CARD - HOWEVER THERE IS A 3% CHARGE TO COVER FEES ON ALL TRANSACTIONS

# Phase I

1. Fiddlers Creek and Venetta
  - a. 7 Street lights
  - b. 13 Signs
2. Campanile Circle
  - a. 54 Street lights
  - b. 16 Signs
3. Campanile side streets
  - a. 81 Street lights
  - b. 1 sign
4. Museo Circle
  - a. 32 Street lights
  - b. 17 Signs
5. Museo Side Streets
  - a. 18 Street lights
  - b. 10 signs

## Phase II

1. Sandpiper
  - a) 36 Street lights
  - b) 32 Signs
2. Avlamar Circle
  - a) 73 Street lights
  - b) 25 Signs
3. Club Center Blvd
  - a) 3 Street lights
  - b) 9 signs
4. Dorado Lane
  - a) 13 Street lights
  - b) 7 Signs
5. Serenity Court
  - a) 4 Street lights
  - b) 2 signs
6. Serena Lane
  - a) 4 Street lights
  - b) 2 signs
7. Dorado Run Court
  - a) 4 Street lights
8. Amaranda Court
  - a. 8 Street lights
  - b. 2 signs

## Phase III

1. Olympia Lane
  - a) 5 Street lights
  - b) 1 Sign
2. Oyster Harbor
  - a) 12 Street lights
  - b) 11 Signs
3. Fanny Bay Lane
  - a) 11 Street lights
  - b) 3 signs
4. Kuranoto Lane
  - a) 16 Street lights
  - b) 2 Signs
5. Belon Lane
  - a) 9 Street lights
  - b) 1 sign
6. Quilcene Lane
  - a) 14 Street lights
  - b) 1 signs
7. Myagi Lane
  - a) 8 Street lights
8. Wellfleet
  - a. 7 Street lights
  - b. 2 signs
9. Brenton Lane
  - a. 8 Street lights
  - b. 2 signs

Lykins Signtek Inc.  
 5935 Taylor Rd Naples, FL 34109  
 contact@lykins-signtek.com  
 239-594-8494  
 EIN #: 84-2486919

License #: ES12002160  
 lykins-signtek.com



# Quote 96446

## Light Post Refurbishment

SALES REP INFO  
 Brittany Bowling  
 Account Executive  
 brittany@lykins-signtek.com  
 239-494-5993

QUOTE DATE  
 10/25/2023  
 QUOTE EXPIRY DATE  
 11/24/2023  
 TERMS  
 PiF

ORDERED BY  
 Fiddler's Creek CDD #2  
 9220 Bonita Beach Rd. #214  
 Bonita Springs, FL 34135

INSTALL ADDRESS  
 Fiddler's Creek 2  
 Various addresses  
 Naples, FL 34114

CONTACT INFO  
 Cleo Adams  
 crismondc@whhassociates.com  
 +1 239-989-2939

| # | ITEM   | QTY | UOM  | U.PRICE     | TOTAL (EXCL. TAX) | TAXABLE |
|---|--|-----|------|-------------|-------------------|---------|
| 1 | <b>Phase 1</b><br>Pressure wash, prep, prime if needed and apply top coat to street lights and signs. Total of 192 street lights and 57 signs. | 1   | Unit | \$95,250.00 | \$95,250.00       | N       |
| 2 | <b>Phase 2</b><br>Pressure wash, prep, prime if needed and apply top coat to street lights and signs. Total of 145 street lights and 79 signs. | 1   | Unit | \$82,360.00 | \$82,360.00       | N       |
| 3 | <b>Phase 3</b><br>Pressure wash, prep, prime if needed and apply top coat to street lights and signs. Total of 90 street lights and 23 signs.  | 1   | Unit | \$43,570.00 | \$43,570.00       | N       |

**Standard Terms & Conditions**

**Design Approval**

Customer approval of the design proof is a contractual agreement authorizing Lykins-Signtek to release the order for production and installation as approved. Any subsequent request to change product specifications, content, location, or method of installation may result in a Change Order and additional charges.

**Quotes, Orders, Payments**

Prices on our quotes are valid for 30 days. Prices are subject to change as a result of material changes in customs duties or tariffs. *If you are tax exempt, you must submit your tax certificate to us with your order or deposit, or sales tax will be irrevocably due.*

Orders are custom produced to your specifications. Unless other payment arrangements are in place, a down payment or advance payment is required to place an order, as follows:

- Advance payment is required for all orders ≤\$250
- Advance payment is required for all repair orders
- Advance payment of the standard fee is required for all permitting and engineering charges
- A deposit of 60% of order is required for all commercial mailbox systems
- A deposit of 50% of order is required for all other items

The balance is due upon completion. Past due invoices will be subject to a 1.5% monthly interest.

Goods sold remain the property of Lykins-Signtek until paid in full and we reserve the right to recover unpaid product without notice.

**Cancellation**

Should a custom order be cancelled by the customer, a cancellation fee equal to the greater of 10% of order total OR the actual completed portion of the order, plus any custom-ordered parts and any design, permitting, and engineering fees, will apply and will be due or deducted from any refunds. Standard product order cancellations may be subject to a 20% restocking fee.

**Customer Responsibilities**

Unless other contractual arrangements have been made, and where applicable, customer is responsible for the timely provision of:

- Special fonts, color specifications, and high-resolution images or vector files for artwork
- Landlord or property manager approval, supporting information and documents required for permitting
- Property survey and location marking for any ground signs
- Removal/disposal of old signs and patching/caulking/painting of walls prior to installation of new signs
- A dedicated electrical circuit with a junction box located directly at or behind an electrical sign, within max. 6 ft of the sign.
- Reasonable access to the sign and any junction box or wiring path of an electrical sign. Access must be possible by ladder, lift, or bucket truck for installation and servicing purposes (ceiling access panel size min. 22" x 30" per NEC).

Permits posted must remain on-site until all inspections are signed off by the inspector. We recommend keeping completed permits for your records.

**Installation and Service**

When installation is included with your order or service is provided, Lykins-Signtek is NOT liable for:

- Damage to unmarked irrigation systems or private underground lines.
- Hidden obstructions or unusual digging conditions such as buried concrete, cap rock, lime rock or high water tables
- Landscaping removal, restoration, or supply to satisfy sign code and permit requirements
- The preservation, condition or storage of prior signs or mailboxes removed at customer's request

Additional charges may apply.

Please note that our installers are not authorized to modify the product or change installation locations in the field without formal client approval through a Change Order.

**Warranty**

Our standard limited warranty covers parts and labor for one year from date of installation. Warranty coverage is contingent on full payment. Request our Warranty Form for details.

|                        |                     |
|------------------------|---------------------|
| <b>County Tax Max:</b> | <b>\$0</b>          |
| <b>Subtotal:</b>       | <b>\$221,180.00</b> |
| <b>Sales Tax (7%):</b> | <b>\$0</b>          |
| <b>Total:</b>          | <b>\$221,180.00</b> |

**Downpayment (100.0 %)**

**\$221,180.00**

**SIGNATURE:**

**DATE:**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**11**

This Instrument Prepared By  
and Return To:  
Mark J. Woodward, Esquire  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
(239) 649-6555

[Buffer Tract] Parcel Id No.: 32433040126

**CORRECT FOLIO NUMBER IS 32433044821**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made and executed this 16<sup>th</sup> day of June, 2021, by FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.) as Grantor, whose address is 8156 Fiddler's Creek Parkway, Naples, Florida 34114-9430 and **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a special purpose unit of local government established pursuant to F.S. 190, as Grantee, whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, Florida 34103.

WITNESSETH:

Grantor, in consideration of \$10.00 and other good and valuable consideration paid by Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the said Grantee the following described land situate, lying and being in Collier County, Florida, to-wit:

Tract B, as shown on the plat of Fiddler's Creek Phase Four, Unit Two, recorded at Plat Book 45, Page 40, of the Public Records of Collier County, Florida.

**TO HAVE AND TO HOLD** the same unto the said Grantee in fee simple.

**SUBJECT TO** taxes for the year 2021 and subsequent years; zoning, building code, and other use restrictions imposed by governmental authority; outstanding oil, gas and mineral interests of record, if any; restrictions, reservations, limitations and easements of record, including platted county utility easements.

**And** the said Grantor does hereby covenant with the Grantee that the premises are free from all encumbrances made by Grantor, and that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural wherever the context so admits or requires.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.)

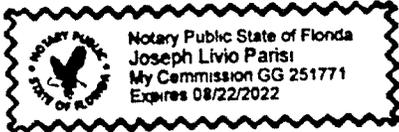
[Signature]  
Signature of Witness #1  
Print Name: Joseph L Parisi

By: [Signature]  
Aubrey J. Ferrao, (as President and Chief Executive Officer, and not in his individual capacity)

[Signature]  
Signature of Witness #2  
Print Name: Mr. KJ - Wood

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16<sup>th</sup> day of June, 2021, Aubrey J. Ferrao, as President and Chief Executive Officer of FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.), on behalf of the limited liability company. He is personally known to me and did take an oath.



[Signature]  
Print Name: Joseph L Parisi  
Notary Public  
Commission No. GG 251771  
My Commission Expires: 8/22/2022  
(SEAL)

This Instrument Prepared By  
and Return To:  
Mark J. Woodward, Esquire  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
(239) 649-6555

[Buffer Tract] Parcel Id No.: 32433049127

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made and executed this 16<sup>th</sup> day of June, 2021, by FCC VENETA, LLC, a Florida limited liability company as Grantor, whose address is 8156 Fiddler's Creek Parkway, Naples, Florida 34114-9430 and **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a special purpose unit of local government established pursuant to F.S. 190**, as Grantee, whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, Florida 34104.

WITNESSETH:

Grantor, in consideration of \$10.00 and other good and valuable consideration paid by Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the said Grantee the following described land situate, lying and being in Collier County, Florida, to-wit:

Tract B, as shown on the plat of Fiddler's Creek Phase Four, Unit Three, recorded at Plat Book 46, Page 57, of the Public Records of Collier County, Florida.

**TO HAVE AND TO HOLD** the same unto the said Grantee in fee simple.

**SUBJECT TO** taxes for the year 2021 and subsequent years; zoning, building code, and other use restrictions imposed by governmental authority; outstanding oil, gas and mineral interests of record, if any; restrictions, reservations, limitations and easements of record, including platted county utility easements.

**And** the said Grantor does hereby covenant with the Grantee that the premises are free from all encumbrances made by Grantor, and that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural wherever the context so admits or requires.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

FCC VENETA, LLC, a Florida limited liability company

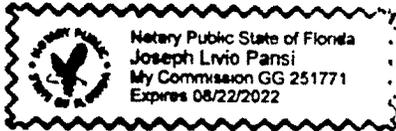
[Signature]  
Signature of Witness #1  
Print Name: Joseph L. Parisi

By: [Signature]  
Aubrey J. Ferrao, as President and Chief Executive Officer, and not in his individual capacity

[Signature]  
Signature of Witness #2  
Print Name: Mark J. Woodard

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16<sup>th</sup> day of June, 2021, Aubrey J. Ferrao, as President and Chief Executive Officer of FCC VENETA, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me and did take an oath.



[Signature]  
Print Name: Joseph L. Parisi  
Notary Public  
Commission No. GG 251771  
My Commission Expires: 8/22/2022  
(SEAL)

This Instrument Prepared By  
and Return To:  
Mark J. Woodward, Esquire  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
(239) 649-6555

[Buffer Tracts] Parcel Id No.: 32433044821 and 32433044847

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made and executed this 16<sup>th</sup> day of June, 2021, by **FCC VENETA, LLC**, a Florida limited liability company (f/k/a GB Peninsula, Ltd.) as Grantor, whose address is 8156 Fiddler's Creek Parkway, Naples, Florida 34114-9430 and **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a special purpose unit of local government established pursuant to F.S. 190, as Grantee, whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, Florida 34104.

**WITNESSETH:**

Grantor, in consideration of \$10.00 and other good and valuable consideration paid by Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the said Grantee the following described land situate, lying and being in Collier County, Florida, to-wit:

Tracts B and C as shown on the plat of Fiddler's Creek Phase Four, Unit Two, recorded at Plat Book 45, Page 40, of the Public Records of Collier County, Florida.

**TO HAVE AND TO HOLD** the same unto the said Grantee in fee simple.

**SUBJECT TO** taxes for the year 2021 and subsequent years; zoning, building code, and other use restrictions imposed by governmental authority; outstanding oil, gas and mineral interests of record, if any; restrictions, reservations, limitations and easements of record, including platted county utility easements.

**And** the said Grantor does hereby covenant with the Grantee that the premises are free from all encumbrances made by Grantor, and that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural wherever the context so admits or requires.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.)

[Signature]  
Signature of Witness #1  
Print Name: Joseph Parisi

By: [Signature]  
Aubrey J. Ferrao, as President and Chief Executive Officer, and not in his individual capacity

[Signature]  
Signature of Witness #2  
Print Name: Mark J. Woodward

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16<sup>th</sup> day of June, 2021, Aubrey J. Ferrao, as President and Chief Executive Officer of FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.), on behalf of the limited liability company. He is personally known to me and did take an oath.



[Signature]  
Print Name: Joseph Parisi  
Notary Public  
Commission No. 66251771  
My Commission Expires: 8/22/2022  
(SEAL)

PREPARED COPY

This Instrument Prepared By  
and Return To:  
Mark J. Woodward, Esquire  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
(239) 649-6555

[Buffer Tract] Parcel Id-No.: 32433040126

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made and executed this 16<sup>th</sup> day of June, 2021, by FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.) as Grantor, whose address is 8156 Fiddler's Creek Parkway, Naples, Florida 34114-9430 and **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a special purpose unit of local government established pursuant to F.S. 190, as Grantee, whose mailing address is c/o Anthony P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, Florida 34103.

WITNESSETH:

Grantor, in consideration of \$10.00 and other good and valuable consideration paid by Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the said Grantee the following described land situate, lying and being in Collier County, Florida, to-wit:

Tract "D", as shown on the plat of Fiddler's Creek Phase Four, Unit One, recorded at Plat Book 43, Page 55, of the Public Records of Collier County, Florida.

**TO HAVE AND TO HOLD** the same unto the said Grantee in fee simple.

**SUBJECT TO** taxes for the year 2021 and subsequent years; zoning, building code, and other use restrictions imposed by governmental authority; outstanding oil, gas and mineral interests of record, if any; restrictions, reservations, limitations and easements of record, including platted county utility easements.

**SUBJECT TO** an ingress, egress and signage easement in favor of Grantor or its successors or assigns for the purpose of advertising property for sale together with landscaping around the monument signage. Grantor shall have the affirmative obligation to maintain in good, safe and attractive appearance all improvements. The design of any signage and landscaping shall be approved by Fiddler's Creek Foundation, Inc., in accordance with the Foundation rules and

regulations.

And the said Grantor does hereby covenant with the Grantee that the premises are free from all encumbrances made by Grantor, and that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural wherever the context so admits or requires.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.)

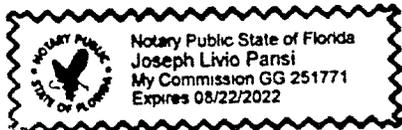
[Signature]  
Signature of Witness #1  
Print Name: Joseph Livio Parisi

By: [Signature]  
Aubrey J. Ferrao, as President and Chief Executive Officer, and not in his individual capacity

[Signature]  
Signature of Witness #2  
Print Name: JAZZ CHALLENGER

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16<sup>th</sup> day of June, 2021, Aubrey J. Ferrao, as President and Chief Executive Officer of FCC VENETA, LLC, a Florida limited liability company (f/k/a GB Peninsula, Ltd.), on behalf of the limited liability company. He is personally known to me and did take an oath.



[Signature]  
Print Name: Joseph L Parisi  
Notary Public  
Commission No. GG251771  
My Commission Expires: 8/22/2022  
(SEAL)

This Instrument Prepared By  
and Return To:  
Mark J. Woodward, Esquire  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
(239) 649-6555

[Buffer Tracts] Parcel Id No.: 32433043107 and 32433043123

**SPECIAL WARRANTY DEED**

*July* THIS SPECIAL WARRANTY DEED, made and executed this 14<sup>th</sup> day of  
July, 2021, by FCC PRESERVE, LLC, a Florida limited liability company as Grantor,  
whose address is 8156 Fiddler's Creek Parkway, Naples, Florida 34114-9430 and FIDDLER'S  
CREEK COMMUNITY DEVELOPMENT DISTRICT #2, a special purpose unit of local  
government established pursuant to F.S. 190, as Grantee, whose mailing address is c/o Anthony  
P. Pires, Jr., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples,  
Florida 34104.

WITNESSETH:

Grantor, in consideration of \$10.00 and other good and valuable consideration paid by  
Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the said Grantee  
the following described land situate, lying and being in Collier County, Florida, to-wit:

Tracts B and C as shown on the plat of Fiddler's Creek Phase 5, Unit One, recorded  
at Plat Book 45, Page 34, of the Public Records of Collier County, Florida.

**TO HAVE AND TO HOLD** the same unto the said Grantee in fee simple.

**SUBJECT TO** taxes for the year 2021 and subsequent years; zoning, building code, and  
other use restrictions imposed by governmental authority; outstanding oil, gas and mineral interests  
of record, if any; restrictions, reservations, limitations and easements of record, including platted  
county utility easements.

**SUBJECT TO** an ingress, egress and signage easement in favor of Grantor or its  
successors or assigns for the purpose of advertising property for sale together with landscaping  
around the monument signage. Grantor shall have the affirmative obligation to maintain in good,  
safe and attractive appearance all improvements. The design of any signage and landscaping shall  
be approved by Fiddler's Creek Foundation, Inc., in accordance with the Foundation rules and

regulations.

And the said Grantor does hereby covenant with the Grantee that the premises are free from all encumbrances made by Grantor, and that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural wherever the context so admits or requires.)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

FCC PRESERVE, LLC, a Florida limited liability company

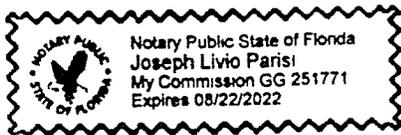
[Signature]  
Signature of Witness #1  
Print Name: Joseph Livio Parisi

By: [Signature]  
Aubrey J. Ferrao, as President and Chief Executive Officer, and not in his individual capacity

[Signature]  
Signature of Witness #2  
Print Name: WESSA FERRAO GODLEWSKI

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 14<sup>th</sup> day of July, 2021, Aubrey J. Ferrao, as President and Chief Executive Officer of FCC PRESERVE, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me and did take an oath.



[Signature]  
Print Name: Joseph Livio Parisi  
Notary Public  
Commission No. GG251771  
My Commission Expires: 8/22/2022  
(SEAL)

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2023**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2023**

|  | General             | Debt Service Series 2004 | Debt Service Series 2005 | Debt Service Series 2014-1A | Debt Service Series 2014-1B | Debt Service Series 2014-2A | Debt Service Series 2014-2B | Debt Service Series 2014-3 | Debt Service Series 2015A-1 | Debt Service Series 2015A-2 | Debt Service Series 2015B | Debt Service Series 2019 | Capital Projects Series 2014-2 | Capital Projects Series 2015A-1 | Total Governmental Funds |
|--|---------------------|--------------------------|--------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|----------------------------|-----------------------------|-----------------------------|---------------------------|--------------------------|--------------------------------|---------------------------------|--------------------------|
| <b>ASSETS</b>  |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Cash   | \$ 2,618,180        | \$ -                     | \$ -                     | \$ -                        | \$ -                        | \$ -                        | \$ -                        | \$ -                       | \$ -                        | \$ -                        | \$ -                      | \$ -                     | \$ -                           | \$ -                            | \$ 2,618,180             |
| Investments  |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Revenue A  | -                   | 152,800                  | 196,490                  | 84,038                      | -                           | 157,351                     | -                           | 259,843                    | 296,755                     | 95,439                      | 63,594                    | 696,810                  | -                              | -                               | 2,003,120                |
| Revenue B  | -                   | -                        | -                        | -                           | 214,940                     | -                           | 229,026                     | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 443,966                  |
| Reserve A  | -                   | 54,577                   | 54,577                   | -                           | -                           | -                           | -                           | 109,136                    | 118,430                     | 39,549                      | -                         | 158,028                  | -                              | -                               | 534,297                  |
| Reserve B  | -                   | -                        | -                        | -                           | 135,045                     | -                           | 135,045                     | -                          | -                           | -                           | 201,737                   | -                        | -                              | -                               | 471,827                  |
| Prepayment A   | -                   | 765                      | 27,328                   | 575                         | -                           | 4,655                       | -                           | 27,526                     | 48,617                      | 15,555                      | -                         | 99,250                   | -                              | -                               | 224,271                  |
| Prepayment B   | -                   | -                        | -                        | -                           | 386                         | -                           | 4,172                       | -                          | -                           | -                           | 4,872                     | -                        | -                              | -                               | 9,430                    |
| Interest   | -                   | 4                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 4                        |
| Construction   | -                   | -                        | -                        | -                           | -                           | -                           | -                           | -                          | 2,333                       | -                           | -                         | -                        | 56,296                         | 279,530                         | 338,159                  |
| Sinking  | -                   | -                        | -                        | -                           | 477                         | -                           | 559                         | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 1,036                    |
| Optional redemption  | -                   | -                        | -                        | -                           | -                           | -                           | -                           | 75                         | -                           | -                           | -                         | -                        | -                              | -                               | 75                       |
| COI  | -                   | -                        | -                        | -                           | 14                          | -                           | 14                          | -                          | -                           | -                           | -                         | 18                       | -                              | -                               | 46                       |
| Due from other funds   |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Debt service fund series 2004                                      | -                   | -                        | 25,559                   | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 25,559                   |
| Debt service fund series 2014-1A                                   | 321                 | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 321                      |
| Debt service fund series 2014-2A                                   | 1,974               | -                        | -                        | -                           | -                           | -                           | 2,524                       | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 4,498                    |
| Debt service fund series 2014-3                                    | -                   | -                        | -                        | 192,581                     | -                           | 367,575                     | -                           | -                          | -                           | -                           | 63,593                    | -                        | -                              | -                               | 623,749                  |
| Due from general fund  |                     | 311                      | 1,652                    | -                           | 3,447                       | -                           | 3,835                       | 1,628                      | 2,149                       | 709                         | -                         | 11,360                   | -                              | -                               | 25,091                   |
| Accounts receivable  | 3,116               | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 3,116                    |
| Undeposited funds  | -                   | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | 5,895                       | -                         | -                        | -                              | -                               | 5,895                    |
| Total assets   | <u>\$ 2,623,591</u> | <u>\$ 208,457</u>        | <u>\$ 305,606</u>        | <u>\$ 277,194</u>           | <u>\$ 354,309</u>           | <u>\$ 529,581</u>           | <u>\$ 375,175</u>           | <u>\$ 398,208</u>          | <u>\$ 468,284</u>           | <u>\$ 157,147</u>           | <u>\$ 333,796</u>         | <u>\$ 965,466</u>        | <u>\$ 56,296</u>               | <u>\$ 279,530</u>               | <u>\$ 7,332,640</u>      |
| <b>LIABILITIES AND FUND BALANCES</b>                               |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| <b>Liabilities</b>   |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Accounts payable   | \$ 80,499           | \$ -                     | \$ -                     | \$ -                        | \$ -                        | \$ -                        | \$ -                        | \$ -                       | \$ -                        | \$ -                        | \$ -                      | \$ -                     | \$ -                           | \$ -                            | \$ 80,499                |
| Due to other   | -                   | -                        | -                        | -                           | -                           | -                           | -                           | 897                        | -                           | -                           | -                         | -                        | -                              | -                               | 897                      |
| Due to other funds   |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Debt service fund series 2004                                      | 311                 | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 311                      |
| Debt service fund series 2005                                      | 1,652               | 25,559                   | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 27,211                   |
| Debt service fund series 2014-1B                                   | 3,447               | -                        | -                        | -                           | -                           | -                           | -                           | 192,581                    | -                           | -                           | -                         | -                        | -                              | -                               | 196,028                  |
| Debt service fund series 2014-2B                                   | 3,835               | -                        | -                        | -                           | -                           | 2,524                       | -                           | 367,575                    | -                           | -                           | -                         | -                        | -                              | -                               | 373,934                  |
| Debt service fund series 2014-3                                    | 1,628               | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 1,628                    |
| Debt service fund series 2015A-1                                   | 2,149               | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 2,149                    |
| Debt service fund series 2015A-2                                   | 709                 | -                        | -                        | -                           | -                           | -                           | -                           | 63,593                     | -                           | -                           | -                         | -                        | -                              | -                               | 64,302                   |
| Debt service fund series 2019                                      | 11,360              | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 11,360                   |
| Due to general fund  | -                   | -                        | -                        | 321                         | -                           | 1,974                       | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 2,295                    |
| Contract payable   | -                   | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | 4,008                          | -                               | 4,008                    |
| Retainage payable  | 2,969               | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 2,969                    |
| Due to Fiddler's Creek CDD #1                                      | 15,786              | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 15,786                   |
| Total liabilities  | <u>124,345</u>      | <u>25,559</u>            | <u>-</u>                 | <u>321</u>                  | <u>-</u>                    | <u>4,498</u>                | <u>-</u>                    | <u>624,646</u>             | <u>-</u>                    | <u>-</u>                    | <u>-</u>                  | <u>-</u>                 | <u>4,008</u>                   | <u>-</u>                        | <u>783,377</u>           |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                               |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Deferred receipts  | -                   | -                        | -                        | 83,941                      | -                           | 157,123                     | -                           | 156,187                    | -                           | -                           | 63,562                    | -                        | -                              | -                               | 460,813                  |
| Total deferred inflows of resources                                | <u>-</u>            | <u>-</u>                 | <u>-</u>                 | <u>83,941</u>               | <u>-</u>                    | <u>157,123</u>              | <u>-</u>                    | <u>156,187</u>             | <u>-</u>                    | <u>-</u>                    | <u>63,562</u>             | <u>-</u>                 | <u>-</u>                       | <u>-</u>                        | <u>460,813</u>           |
| <b>Fund balances:</b>  |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Restricted for:  |                     |                          |                          |                             |                             |                             |                             |                            |                             |                             |                           |                          |                                |                                 |                          |
| Debt service   | -                   | 182,898                  | 305,606                  | 192,932                     | 354,309                     | 367,960                     | 375,175                     | (382,625)                  | 468,284                     | 157,147                     | 270,234                   | 965,466                  | -                              | -                               | 3,257,386                |
| Capital projects   | -                   | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | 52,288                         | 279,530                         | 331,818                  |
| Unassigned   | 2,499,246           | -                        | -                        | -                           | -                           | -                           | -                           | -                          | -                           | -                           | -                         | -                        | -                              | -                               | 2,499,246                |
| Total fund balances  | <u>2,499,246</u>    | <u>182,898</u>           | <u>305,606</u>           | <u>192,932</u>              | <u>354,309</u>              | <u>367,960</u>              | <u>375,175</u>              | <u>(382,625)</u>           | <u>468,284</u>              | <u>157,147</u>              | <u>270,234</u>            | <u>965,466</u>           | <u>52,288</u>                  | <u>279,530</u>                  | <u>6,088,450</u>         |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 2,623,591</u> | <u>\$ 208,457</u>        | <u>\$ 305,606</u>        | <u>\$ 277,194</u>           | <u>\$ 354,309</u>           | <u>\$ 529,581</u>           | <u>\$ 375,175</u>           | <u>\$ 398,208</u>          | <u>\$ 468,284</u>           | <u>\$ 157,147</u>           | <u>\$ 333,796</u>         | <u>\$ 965,466</u>        | <u>\$ 56,296</u>               | <u>\$ 279,530</u>               | <u>\$ 7,332,640</u>      |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|                                | Current<br>Month | Year to<br>Date | Budget           | % of<br>Budget |
|--------------------------------|------------------|-----------------|------------------|----------------|
| <b>REVENUES</b>                |                  |                 |                  |                |
| Assessment levy: on-roll - net | \$ 23,247        | \$ 23,247       | \$2,459,324      | 1%             |
| Interest & miscellaneous       | 22               | 22              | 70,000           | 0%             |
| Total revenues                 | <u>23,269</u>    | <u>23,269</u>   | <u>2,529,324</u> | 1%             |
| <b>EXPENDITURES</b>            |                  |                 |                  |                |
| <b>Administrative</b>          |                  |                 |                  |                |
| Supervisors                    | -                | -               | 14,369           | 0%             |
| Management                     | 7,055            | 7,055           | 84,662           | 8%             |
| Assessment roll preparation    | 1,875            | 1,875           | 22,500           | 8%             |
| Audit                          | -                | -               | 16,500           | 0%             |
| Legal - general                | -                | -               | 25,000           | 0%             |
| Legal - litigation             | -                | -               | 10,000           | 0%             |
| Engineering                    | -                | -               | 50,000           | 0%             |
| Telephone                      | 29               | 29              | 347              | 8%             |
| Postage                        | 171              | 171             | 2,000            | 9%             |
| Insurance                      | 17,438           | 17,438          | 16,200           | 108%           |
| Printing and binding           | 50               | 50              | 595              | 8%             |
| Legal advertising              | -                | -               | 2,000            | 0%             |
| Office supplies                | -                | -               | 750              | 0%             |
| Annual district filing fee     | 175              | 175             | 175              | 100%           |
| Trustee                        | -                | -               | 31,500           | 0%             |
| Arbitrage rebate calculation   | -                | -               | 8,000            | 0%             |
| ADA website compliance         | 210              | 210             | 900              | 23%            |
| Contingency                    | 49               | 49              | 10,000           | 0%             |
| Total administrative           | <u>27,052</u>    | <u>27,052</u>   | <u>295,498</u>   | 9%             |
| <b>Field management</b>        |                  |                 |                  |                |
| Field management services      | 952              | 952             | 11,424           | 8%             |
| Total field management         | <u>952</u>       | <u>952</u>      | <u>11,424</u>    | 8%             |
| <b>Water management</b>        |                  |                 |                  |                |
| Other contractual              | 6,387            | 6,387           | 204,939          | 3%             |
| Fountains                      | 29,242           | 29,242          | 168,300          | 17%            |
| Total water management         | <u>35,629</u>    | <u>35,629</u>   | <u>373,239</u>   | 10%            |
| <b>Street lighting</b>         |                  |                 |                  |                |
| Contractual services           | 4,547            | 4,547           | 18,000           | 25%            |
| Electricity                    | 1,269            | 1,269           | 10,000           | 13%            |
| Capital outlay                 | -                | -               | 10,000           | 0%             |
| Holiday Lighting Program       | 1,500            | 1,500           | -                | N/A            |
| Miscellaneous                  | 10,764           | 10,764          | 10,000           | 108%           |
| Total street lighting          | <u>18,080</u>    | <u>18,080</u>   | <u>48,000</u>    | 38%            |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|  | Current<br>Month | Year to<br>Date | Budget       | % of<br>Budget |
|--|------------------|-----------------|--------------|----------------|
| <b>Landscaping</b>   |                  |                 |              |                |
| Other contractual  | -                | -               | 875,000      | 0%             |
| Improvements and renovations                                 | -                | -               | 50,000       | 0%             |
| Contingencies  | -                | -               | 25,000       | 0%             |
| Total landscaping  | -                | -               | 950,000      | 0%             |
| <b>Roadway maintenance</b>                                   |                  |                 |              |                |
| Contractual services (street cleaning)                       | 350              | 350             | 4,200        | 8%             |
| Roadway maintenance  | -                | -               | 100,000      | 0%             |
| Roadway capital outlay                                       | -                | -               | 40,000       | 0%             |
| Total roadway services                                       | 350              | 350             | 144,200      | 0%             |
| <b>Irrigation</b>  |                  |                 |              |                |
| Controller repairs & maintenance                             | 439              | 439             | 50,000       | 1%             |
| Other contractual-irrigation manager                         | -                | -               | 54,500       | 0%             |
| Supply system  | 24,432           | 24,432          | 471,600      | 5%             |
| Capital outlay   | 39,493           | 39,493          | -            | N/A            |
| Total irrigation   | 64,364           | 64,364          | 576,100      | 11%            |
| <b>Other fees &amp; charges</b>                              |                  |                 |              |                |
| Property appraiser   | -                | -               | 38,427       | 0%             |
| Tax collector  | 465              | 465             | 51,236       | 1%             |
| Total other fees & charges                                   | 465              | 465             | 89,663       | 1%             |
| Total expenditures and other charges                         | 146,892          | 146,892         | 2,488,124    | 6%             |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (123,623)        | (123,623)       | 41,200       |                |
| Fund balances - beginning                                    | 2,622,869        | 2,622,869       | 2,141,491    |                |
| Fund balances - ending                                       | \$ 2,499,246     | \$ 2,499,246    | \$ 2,182,691 |                |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2004  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 317            | \$ 317            | \$ 33,600         | 1%             |
| Interest   | 847               | 847               | -                 | N/A            |
| Total revenues   | <u>1,164</u>      | <u>1,164</u>      | <u>33,600</u>     | 3%             |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 10,000            | 0%             |
| Interest   | -                 | -                 | 14,850            | 0%             |
| Total debt service   | <u>-</u>          | <u>-</u>          | <u>24,850</u>     | 0%             |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 525               | 0%             |
| Tax collector  | 6                 | 6                 | 700               | 1%             |
| Total other fees & charges                                   | <u>6</u>          | <u>6</u>          | <u>1,225</u>      | 0%             |
| Total expenditures   | <u>6</u>          | <u>6</u>          | <u>26,075</u>     | 0%             |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 1,158             | 1,158             | 7,525             |                |
| Fund balances - beginning                                    | <u>181,740</u>    | <u>181,740</u>    | <u>175,538</u>    |                |
| Fund balances - ending                                       | <u>\$ 182,898</u> | <u>\$ 182,898</u> | <u>\$ 183,063</u> |                |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2005  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 1,685          | \$ 1,685          | \$ 184,211        | 1%             |
| Interest   | 1,121             | 1,121             | -                 | N/A            |
| Total revenues   | <u>2,806</u>      | <u>2,806</u>      | <u>184,211</u>    | 2%             |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 70,000            | 0%             |
| Interest   | -                 | -                 | 98,100            | 0%             |
| Total debt service   | <u>-</u>          | <u>-</u>          | <u>168,100</u>    | 0%             |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 2,878             | 0%             |
| Tax collector  | 34                | 34                | 3,838             | 1%             |
| Total other fees & charges                                   | <u>34</u>         | <u>34</u>         | <u>6,716</u>      | 1%             |
| Total expenditures   | <u>34</u>         | <u>34</u>         | <u>174,816</u>    | 0%             |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 2,772             | 2,772             | 9,395             |                |
| Fund balances - beginning                                    | 302,834           | 302,834           | 264,782           |                |
| Fund balances - ending                                       | <u>\$ 305,606</u> | <u>\$ 305,606</u> | <u>\$ 274,177</u> |                |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-1A  
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|                             | Current<br>Month  | Year to<br>Date   | Budget           | % of<br>Budget |
|-----------------------------|-------------------|-------------------|------------------|----------------|
| <b>REVENUES</b>             |                   |                   |                  |                |
| Assessment levy: off-roll   | \$ -              | \$ -              | \$ 358,161       | 0%             |
| Interest                    | 2                 | 2                 | -                | N/A            |
| Total revenues              | <u>2</u>          | <u>2</u>          | <u>358,161</u>   | 0%             |
| <b>EXPENDITURES</b>         |                   |                   |                  |                |
| <b>Debt service</b>         |                   |                   |                  |                |
| Principal                   | -                 | -                 | 110,000          | 0%             |
| Interest                    | -                 | -                 | 168,075          | 0%             |
| Total expenditures          | <u>-</u>          | <u>-</u>          | <u>278,075</u>   | 0%             |
| Net change in fund balances | 2                 | 2                 | 80,086           |                |
| Fund balances - beginning   | 192,930           | 192,930           | 239              |                |
| Fund balances - ending      | <u>\$ 192,932</u> | <u>\$ 192,932</u> | <u>\$ 80,325</u> |                |

On June 15, 2018, the District bifurcated the Series 2014-1 Bonds into two separate Bond Series- Series 2014-1 and Series 2014-1B. As a result of the bifurcation, the par amount of the Series 2014-1 Bonds is \$4,000,000; the par amount of the Series 2014-1B Bonds is \$3,815,000.

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-1B  
EXCHANGED SERIES 2004 AND BIFURCATED SERIES 2014-1  
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 3,517          | \$ 3,517          | \$ 372,345        | 1%             |
| Interest   | 1,403             | 1,403             | -                 | N/A            |
| Total revenues   | <u>4,920</u>      | <u>4,920</u>      | <u>372,345</u>    | 1%             |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 140,000           | 0%             |
| Interest   | -                 | -                 | 215,663           | 0%             |
| Total debt service   | <u>-</u>          | <u>-</u>          | <u>355,663</u>    | 0%             |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 5,818             | 0%             |
| Tax collector  | 71                | 71                | 7,757             | 1%             |
| Total other fees & charges                                   | <u>71</u>         | <u>71</u>         | <u>13,575</u>     | 1%             |
| Total expenditures   | <u>71</u>         | <u>71</u>         | <u>369,238</u>    | 0%             |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 4,849             | 4,849             | 3,107             |                |
| Fund balances - beginning                                    | 349,460           | 349,460           | 325,016           |                |
| Fund balances - ending                                       | <u>\$ 354,309</u> | <u>\$ 354,309</u> | <u>\$ 328,123</u> |                |

On June 15, 2018, the District bifurcated the Series 2014-1 Bonds into two separate Bond Series- Series 2014-1 and Series 2014-1B. As a result of the bifurcation, the par amount of the Series 2014-1 Bonds is \$4,000,000; the par amount of the Series 2014-1B Bonds is \$3,815,000.

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-2A  
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|                           | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|---------------------------|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>           |                   |                   |                   |                |
| Assessment levy: off-roll | \$ -              | \$ -              | \$ 685,173        | 0%             |
| Interest                  | 19                | 19                | -                 | N/A            |
| Total revenues            | <u>19</u>         | <u>19</u>         | <u>685,173</u>    | 0%             |
| <b>EXPENDITURES</b>       |                   |                   |                   |                |
| <b>Debt service</b>       |                   |                   |                   |                |
| Principal                 | -                 | -                 | 220,000           | 0%             |
| Interest                  | -                 | -                 | 314,700           | 0%             |
| Total expenditures        | <u>-</u>          | <u>-</u>          | <u>534,700</u>    | 0%             |
| Fund balances - beginning | 367,941           | 367,941           | 277               |                |
| Fund balances - ending    | <u>\$ 367,960</u> | <u>\$ 367,960</u> | <u>\$ 150,750</u> |                |

On June 15, 2018, the District bifurcated the Series 2014-2 Bonds into two separate Bond Series- Series 2014-2 and Series 2014-2B. As a result of the bifurcation, the par amount of the Series 2014-2 Bonds is \$8,635,000; the par amount of the Series 2014-2B Bonds is \$4,835,000.

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-2B  
EXCHANGED SERIES 2005 AND BIFURCATED SERIES 2014-2  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 3,913          | \$ 3,913          | \$ 416,404        | 1%             |
| Interest   | 1,472             | 1,472             | -                 | N/A            |
| Total revenues   | <u>5,385</u>      | <u>5,385</u>      | <u>416,404</u>    | 1%             |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 165,000           | 0%             |
| Interest   | -                 | -                 | 236,700           | 0%             |
| Total debt service   | <u>-</u>          | <u>-</u>          | <u>401,700</u>    | 0%             |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 6,506             | 0%             |
| Tax collector  | 78                | 78                | 8,675             | 1%             |
| Total other fees & charges                                   | <u>78</u>         | <u>78</u>         | <u>15,181</u>     | 1%             |
| Total expenditures   | <u>78</u>         | <u>78</u>         | <u>416,881</u>    | 0%             |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 5,307             | 5,307             | (477)             |                |
| Fund balances - beginning                                    | 369,868           | 369,868           | 345,296           |                |
| Fund balances - ending                                       | <u>\$ 375,175</u> | <u>\$ 375,175</u> | <u>\$ 344,819</u> |                |

On June 15, 2018, the District bifurcated the Series 2014-2 Bonds into two separate Bond Series- Series 2014-2 and Series 2014-2B. As a result of the bifurcation, the par amount of the Series 2014-2 Bonds is \$8,635,000; the par amount of the Series 2014-2B Bonds is \$4,835,000.

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE EXCHANGE FUND SERIES 2014-3 (SERIES 2005)  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|                                 | Current<br>Month    | Year to<br>Date     | Budget            | % of<br>Budget |
|---------------------------------|---------------------|---------------------|-------------------|----------------|
| <b>REVENUES</b>                 |                     |                     |                   |                |
| Assessment levy: on-roll - net  | \$ 1,661            | \$ 1,661            | \$ 215,667        | 1%             |
| Assessment levy: off-roll       | -                   | -                   | 650,265           | 0%             |
| Interest                        | 964                 | 964                 | -                 | N/A            |
| Total revenues                  | <u>2,625</u>        | <u>2,625</u>        | <u>865,932</u>    | 0%             |
| <b>EXPENDITURES</b>             |                     |                     |                   |                |
| <b>Debt service</b>             |                     |                     |                   |                |
| Principal                       | -                   | -                   | 290,000           | 0%             |
| Interest                        | -                   | -                   | 412,200           | 0%             |
| Total debt service              | <u>-</u>            | <u>-</u>            | <u>702,200</u>    | 0%             |
| <b>Other fees &amp; charges</b> |                     |                     |                   |                |
| Property appraiser              | -                   | -                   | 3,370             | 0%             |
| Tax collector                   | 33                  | 33                  | 4,493             | 1%             |
| Total other fees & charges      | <u>33</u>           | <u>33</u>           | <u>7,863</u>      | 0%             |
| Total expenditures              | <u>33</u>           | <u>33</u>           | <u>710,063</u>    | 0%             |
| Net change in fund balances     | 2,592               | 2,592               | 155,869           |                |
| Fund balances - beginning       | (385,217)           | (385,217)           | 141,531           |                |
| Fund balances - ending          | <u>\$ (382,625)</u> | <u>\$ (382,625)</u> | <u>\$ 297,400</u> |                |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015A-1  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|                                 | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|---------------------------------|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>                 |                   |                   |                   |                |
| Assessment levy: on-roll - net  | \$ 22,366         | \$ 22,366         | \$ 231,729        | 10%            |
| Assessment prepayments          | 2,193             | 2,193             | -                 | N/A            |
| Interest                        | 2,879             | 2,879             | -                 | N/A            |
| Total revenues                  | <u>27,438</u>     | <u>27,438</u>     | <u>231,729</u>    | 12%            |
| <b>EXPENDITURES</b>             |                   |                   |                   |                |
| <b>Debt service</b>             |                   |                   |                   |                |
| Principal                       | -                 | -                 | 60,000            | 0%             |
| Interest                        | -                 | -                 | 161,550           | 0%             |
| Total debt service              | <u>-</u>          | <u>-</u>          | <u>221,550</u>    | 0%             |
| <b>Other fees &amp; charges</b> |                   |                   |                   |                |
| Property appraiser              | -                 | -                 | 3,621             | 0%             |
| Tax collector                   | 44                | 44                | 4,828             | 1%             |
| Total other fees & charges      | <u>44</u>         | <u>44</u>         | <u>8,449</u>      | 1%             |
| Total expenditures              | <u>44</u>         | <u>44</u>         | <u>229,999</u>    | 0%             |
| Net change in fund balances     | 27,394            | 27,394            | 1,730             |                |
| Fund balances - beginning       | 440,890           | 440,890           | 397,122           |                |
| Fund balances - ending          | <u>\$ 468,284</u> | <u>\$ 468,284</u> | <u>\$ 398,852</u> |                |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015A-2  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 723            | \$ 723            | \$ 76,662         | 1%             |
| Assessment prepayments                                       | 5,895             | 5,895             | -                 | N/A            |
| Interest   | 551               | 551               | -                 | N/A            |
| Total revenues   | <u>7,169</u>      | <u>7,169</u>      | <u>76,662</u>     | 9%             |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 30,000            | 0%             |
| Interest   | -                 | -                 | 42,800            | 0%             |
| Total debt service   | <u>-</u>          | <u>-</u>          | <u>72,800</u>     | 0%             |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 1,198             | 0%             |
| Tax collector  | 15                | 15                | 1,597             | 1%             |
| Total other fees & charges                                   | <u>15</u>         | <u>15</u>         | <u>2,795</u>      | 1%             |
| Total expenditures   | <u>15</u>         | <u>15</u>         | <u>75,595</u>     | 0%             |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 7,154             | 7,154             | 1,067             |                |
| Fund balances - beginning                                    | 149,993           | 149,993           | 131,157           |                |
| Fund balances - ending                                       | <u>\$ 157,147</u> | <u>\$ 157,147</u> | <u>\$ 132,224</u> |                |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015B  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|                             | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|-----------------------------|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>             |                   |                   |                   |                |
| Assessment levy: off-roll   | \$ -              | \$ -              | \$ 174,601        | 0%             |
| Interest                    | 843               | 843               | -                 | N/A            |
| Total revenues              | <u>843</u>        | <u>843</u>        | <u>174,601</u>    | 0%             |
| <b>EXPENDITURES</b>         |                   |                   |                   |                |
| <b>Debt service</b>         |                   |                   |                   |                |
| Interest                    | -                 | -                 | 127,188           | 0%             |
| Total expenditures          | <u>-</u>          | <u>-</u>          | <u>127,188</u>    | 0%             |
| Net change in fund balances | 843               | 843               | 47,413            |                |
| Fund balances - beginning   | 269,391           | 269,391           | 201,025           |                |
| Fund balances - ending      | <u>\$ 270,234</u> | <u>\$ 270,234</u> | <u>\$ 248,438</u> |                |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2019  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|--|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>  |                   |                   |                   |                |
| Assessment levy: on-roll - net                               | \$ 11,592         | \$ 11,592         | \$ 1,239,705      | 1%             |
| Interest   | 3,681             | 3,681             | -                 | N/A            |
| Total revenues   | <u>15,273</u>     | <u>15,273</u>     | <u>1,239,705</u>  | 1%             |
| <b>EXPENDITURES</b>  |                   |                   |                   |                |
| <b>Debt service</b>  |                   |                   |                   |                |
| Principal  | -                 | -                 | 700,000           | 0%             |
| Interest   | -                 | -                 | 509,113           | 0%             |
| Total debt service   | <u>-</u>          | <u>-</u>          | <u>1,209,113</u>  | 0%             |
| <b>Other fees &amp; charges</b>                              |                   |                   |                   |                |
| Property appraiser   | -                 | -                 | 19,370            | 0%             |
| Tax collector  | 232               | 232               | 25,827            | 1%             |
| Total other fees & charges                                   | <u>232</u>        | <u>232</u>        | <u>45,197</u>     | 1%             |
| Total expenditures   | <u>232</u>        | <u>232</u>        | <u>1,254,310</u>  | 0%             |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 15,041            | 15,041            | (14,605)          |                |
| Fund balances - beginning                                    | <u>950,425</u>    | <u>950,425</u>    | <u>772,466</u>    |                |
| Fund balances - ending                                       | <u>\$ 965,466</u> | <u>\$ 965,466</u> | <u>\$ 757,861</u> |                |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND EXCHANGE 2014-2 (SERIES 2005)  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|  | Current<br>Month | Year to<br>Date |
|--|------------------|-----------------|
| <b>REVENUES</b>  |                  |                 |
| Interest & miscellaneous                                     | \$ 237           | \$ 237          |
| Total revenues   | 237              | 237             |
| <b>EXPENDITURES</b>  |                  |                 |
| Capital outlay   | 4,008            | 4,008           |
| Total expenditures   | 4,008            | 4,008           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | (3,771)          | (3,771)         |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                  |                 |
| Transfers in   | -                | -               |
| Total other financing sources/(uses)                         | -                | -               |
| Net change in fund balances                                  | (3,771)          | (3,771)         |
| Fund balances - beginning                                    | 56,059           | 56,059          |
| Fund balances - ending                                       | \$ 52,288        | \$ 52,288       |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #2  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND 2015  
FOR THE PERIOD ENDED OCTOBER 31, 2023**

|  | Current<br>Month | Year to<br>Date |
|--|------------------|-----------------|
| <b>REVENUES</b>  |                  |                 |
| Interest & miscellaneous                                     | \$ -             | \$ -            |
| Total revenues   | -                | -               |
| <b>EXPENDITURES</b>  |                  |                 |
| Total expenditures   | -                | -               |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | -                | -               |
| Fund balances - beginning                                    | 279,530          | 279,530         |
| Fund balances - ending                                       | \$ 279,530       | \$ 279,530      |

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**

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The Board of Supervisors of the Fiddler’s Creek Community Development District #2 held a Regular Meeting on October 25, 2023 at 10:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present were:**

- |                  |                     |
|------------------|---------------------|
| Victoria DiNardo | Vice Chair          |
| Linda Viegas     | Assistant Secretary |
| Bill Klug        | Assistant Secretary |
| John Nuzzo       | Assistant Secretary |

**Also present were:**

- |                   |  |
|-------------------|--|
| Chuck Adams       | District Manager                               |
| Cleo Adams        | District Manager                               |
| Tony Pires        | District Counsel                               |
| Aaron Haak        | Fiddler’s Creek Deputy General Counsel         |
| Terry Cole        | District Engineer                              |
| Joe Parisi        | Developer’s Representative                     |
| Jon Phillips      | Director, Foundation Operations                |
| Valerie Lord      | Foundation Representative                      |
| Ryan Hennessey    | Fiddler’s Creek Director of Community Services |
| Jody Benet        | Fiddler’s Creek Irrigation Manager             |
| Andy Nott         | Superior Waterway Services, Inc.               |
| Mike Barrow       | GulfScapes Landscape Management                |
| Michael Laurence  | Resident                                       |
| Cesare Turrin     | Resident                                       |
| Shannon Benedetti | Resident                                       |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 10:00 a.m. Supervisors Nuzzo, DiNardo, Viegas and Klug were present. Supervisor Miller was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items (3 minutes per speaker)**

*Disclaimer: These minutes are a summary of the meeting and are intended to highlight the topics discussed, items considered and actions taken.*

43 No members of the public spoke.

44

45 **THIRD ORDER OF BUSINESS**

**Continued Discussion: Claim Against  
Fiddler’s Creek CDD #1 Regarding  
Anticipatory Breach of Interlocal  
Agreement [Traffic Signal Cost Sharing]**

46

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48

49

50 This item was tabled to the next meeting.

51 Ms. Viegas stated that \$15,364.70 has been spent on the litigation for work through  
52 August 29, 2023.

53

54 **FOURTH ORDER OF BUSINESS**

**Update: Superior Waterway Services, Inc.  
Cleanup Report (Andy Nott)**

55

56

57 Mr. Nott noted the following:

58 ➤ Lake Technicians: 10 visits and two crew days occurred in the last eight weeks.

59 ➤ Additional visits are planned to get the lakes caught up to where they should be. A  
60 technician will be on site Friday or Saturday; three technicians will be on site next week and the  
61 following week, more than tripling the visits. A trimming and cleanup crew will be on site in  
62 November.

63 ➤ Lake 7, which is one of the worst affected lakes, is scheduled to be treated this week.

64 ➤ Progress is not as far along as hoped because there was more to do than expected but  
65 progress has been made and the total number of technicians is being increased to get the lakes  
66 caught up and to bring them into compliance with the specifications of the contract.

67 ➤ 90% of the work being done is treating torpedo grasses, cattails, and broad leaf weeds.  
68 There has been a little algae, floating weeds, and water lettuce in the large canal. Torpedo grass  
69 is the most difficult to treat as it was allowed to get out of control and the roots can be very  
70 long and strong; treating it is an ongoing process. The majority of the work is cleaning up the  
71 littorals and removing the weeds.

72 Ms. DiNardo asked about the replantings. Mrs. Adams stated any area that might  
73 require replanting has not been reviewed yet, other than the areas that SOLitude replanted.

74 Mr. Nott stated he will inspect the areas that were planted and provide an update at the  
75 next meeting.

76

77 **FIFTH ORDER OF BUSINESS****Health, Safety and Environment Report**

78

79 Mr. Hennessey presented the PowerPoint and reported the following:

80 ➤ Tree Canopy Trimming: Juniper trimmed palm trees and hardwoods on Championship  
81 Drive and started pruning the palms so that the holiday lights can be installed. Resident  
82 complaints about Mahogany and Museo were addressed.

83 **A. Irrigation and Pressure Washing Efforts**

84 ➤ Irrigation Projected Usage: Approximately 4.75" of rain was received in September,  
85 compared to the average of 8.6". There were three rain holds in the villages and two in the  
86 common areas. Just over 55 million gallons of water was used, compared to 34 million used last  
87 September, which was lower mainly due to the hurricane last September. Water usage in the  
88 villages and common areas does not account for leaks, wet checks, manual runs, battery timers,  
89 individual residential timers, and manual Toro clocks.

90 ➤ Irrigation Report: Several blown fuses were reported and addressed. A faceplate and a  
91 defective radio were replaced; an invoice in the amount of \$1,173.81 was forwarded to the  
92 CDD. A broken antenna post was repaired at no cost to the CDD.

93 ➤ Pressure Washing: Fiddler's Creek Parkway is complete, and the side streets are  
94 underway. A caller indicated that some monument signs were not done and needed special  
95 attention. All were cleaned. The map will be updated to show the progress.

96 **B. Security and Safety Update**

97 Mr. Hennessey reported the following:

98 ➤ Gate Access Control: Community Patrol's number is 239-919-3705; please call  
99 Community Patrol for assistance with Security. In an emergency, 911 should be called first,  
100 followed by the Community Patrol. The automated gatehouse number is 239-529-4139.

101 ➤ Occupancy Report: Occupancy increased 3.5% from August to September; the totals are  
102 60% lower than in February, at the height of season.

103 ➤ Gatehouses and Patrols: All three gatehouses are now up and running. The  
104 Championship gatehouse opened on October 13, 2023.

105 ➤ Gatehouse Activity: ISN, the software provider, was advised that numbers are down  
106 significantly, more than the seasonal issue accounts for. The lower numbers were attributed to  
107 the system being set to only check for visitors, not RFID stickers issued to residents. The issue  
108 will be addressed to ensure the numbers are accurate.

- 109 ➤ Incidents: Parking is the most common incident, with 27 violations in September, as  
110 opposed to 150 during the height of season. Residential complaints increased slightly.
- 111 ➤ Speed Detection and Enforcement: Portable and fixed speed detection devices are in  
112 use; the portable device is deployed at random. Violations decreased from 16 to 10 and none  
113 were repeat offenders, so none were referred to the Fining Committee.
- 114 ➤ Collier County Sheriff's Office (CCSO) advised that 54 extra patrols were done; there  
115 were three alarms, five 911 hangups and 12 traffic stops in September.
- 116 ➤ The increased traffic stops aim to ensure that speed limits are obeyed.
- 117 ➤ Photos of the renovated Championship gatehouse, included in the agenda, were  
118 displayed.

119

120 **SIXTH ORDER OF BUSINESS**120 **Developer's Report/Update**

121

- 122 ▪ **Discussion: Fiddler's Creek Foundation, Inc. Satellite Report [Irrigation Maintenance  
123 Agreement]**

124 **This item, previously the Tenth Order of Business, was presented out of order.**

125 Mr. Parisi presented the Irrigation Manager's Inspection report following the physical  
126 inspection of the CDD's irrigation satellite systems, that was included in the agenda. The report,  
127 which includes information relating to each satellite and any issues found, should be done twice  
128 a year. When the next report is complete it will be sent to Mrs. Adams for distribution to the  
129 Board and Staff.

130 Ms. Viegas asked Mr. Benet to inform Mr. Barrow of any mulch that builds up in any of  
131 the areas. She asked about four of the satellites which had power supplies to be located or  
132 installed. Mr. Benet stated that the locations of those power supplies are unknown but they will  
133 follow up.

134 Mr. Parisi stated some of the satellites operate on battery packs; when the Baseline  
135 system arrives, the satellites will be changed, and irrigation power issues will be addressed. The  
136 cost is to be determined; two Construction Manager candidates are being vetted now. The  
137 manager will design and install the system and do all they can to benefit the community, such  
138 as possibly including options to combine villages on one satellite, lowering the cost to those  
139 villages. Pricing and scheduling will be determined, and information will be shared as it

140 becomes available. It is hoped that the Construction Manager will be selected before the next  
141 meeting.

142 Mr. Parisi reported and discussed the following:

143 ➤ Championship Gatehouse: The Championship gatehouse is finished. The warranty  
144 documents pertaining to window, roof warranties, etc., will be given to Mrs. Adams so that  
145 people know who to call if any issues arise.

146 ➤ At the last Foundation meeting, an attempt was made to educate people about the  
147 processes for CDD and Foundation projects. Usually the concept phase comes first, when it is  
148 determined where the project will be on the property, how it fits, what it will look like, etc.  
149 Next, the design development phase will include more drawings, engineering, setback and  
150 other requirements and cost adjustments. The construction drawings phase is important, as the  
151 drawings are used for permitting, bidding, and negotiating with contractors. When a permit or  
152 a Site Improvement Plan (SIP) is received, the construction administration phase can begin.  
153 When The Foundation manages a project for Gulf Bay Homes, they only charge for employees  
154 who are there, they do not charge the CDDs or The Foundation for additional fees or costs.

155 ➤ Dog Park: The SIP was submitted to the County; approval should be received within the  
156 next few weeks. Negotiations with contractors have commenced; the dog park is an \$800,000  
157 project and work will begin when negotiations are complete. Construction projects are now  
158 typically 25% to 35% more than expected due to cost increases. This project includes  
159 underground piping and roadway work, which are expensive. It is hoped that the project will be  
160 completed in January or February 2024; completion depends on when work begins and the  
161 project should take three to four months depending on underground findings, fencing needs,  
162 etc.

163 ➤ Gator Grille 2 and the Wellness Center and other projects are in different phases of the  
164 process.

165 Mr. Klug asked if the ground area to be committed to the dog park will include the  
166 entire strip from the present terminus of Fiddler's Creek Parkway all the way to 41. Mr. Parisi  
167 stated it will not. The dog park ends two or two and a half buildings in from the buildings in  
168 Varenna. There is a fenced parking area, an open area, and two fenced areas for dogs: one for  
169 small dogs and one for large dogs. Canopy overheads and on-site water for dogs are also  
170 provided. The dog park is not that big; it is on the side closest to Creative Lane. The dirt lane on

171 the other side will be left open for emergency vehicle access, pedestrians, etc. Ultimately,  
172 there will be a lineal park that will go around and cover some of the remaining property, with  
173 the dog park taking up the first section.

174 Mr. Klug asked if the remainder of the undeveloped land will continue serving as a  
175 dumping and processing area for vegetation removed due to storm damage. Mr. Parisi stated it  
176 is used for that now, but they generally try to move debris to property they own at the end of  
177 Creative Lane, due to aesthetic issues and the desire to encourage residents to use roadways  
178 that they will continually have access to.

179 Ms. DiNardo asked if the dog park will be open 24-hours a day, seven days a week. Mr.  
180 Parisi stated it will not; the hours will be established in consideration of the neighboring  
181 community and because the park will not be illuminated at night. They will consult with one of  
182 the advisory committees regarding the Rules and Regulations including hours, cleanup  
183 measures, etc. The Foundation will provide waste pickup and maintain the area.

184 ➤ Golf Clubhouse: Estimated completion is on schedule for January or February 2024.

185

## 186 SEVENTH ORDER OF BUSINESS

## 187 Engineer's Report/Update: Hole Montes, a 188 Bowman Company

189 Mr. Cole distributed Draw #190 for approximately \$1,560 related to the Traffic Signal  
190 permitting. This concludes Trebilcock's services. He stated the variance required by The Florida  
191 Department of Transportation (FDOT) for some design elements of the signal was approved  
192 yesterday. That will allow the permit to be issued, once the contractor has submitted a bond  
193 naming the FDOT in the construction bond. Based on what was approved last month, he will  
194 proceed with the contractor, at the reduced price they provided, which reflects the cost savings  
195 from excluding the conduit. It will likely take one year from now for the traffic signal to become  
196 operational.

197 Ms. DiNardo asked if the threshold was met for the next payment from Halvorsen. Mr.  
198 Cole stated, once the permit is in hand, he will provide it to Mr. Parisi so Halvorsen can issue  
199 the next payment.

200 Mr. Cole reported the following:

201 ➤ Pumphouse #2: The roof is due to be demolished tomorrow and Friday; he will confirm  
202 it is done so the pump equipment can be installed on Monday. All architectural drawings were

203 finally received and will be submitted to the County for the building permit for replacement of  
204 the trusses and the new roof. Estimated completion is two to three and a half months, likely  
205 January, or February 2024.

206 ➤ Amador Swale Work: Juniper will begin removing the Ficus that were trimmed; then  
207 yard drains will be installed, and grading will occur. Juniper will then install new landscaping.  
208 Completion is expected by January 2024.

209 Mr. Pires asked the Board to authorize the Chair or Vice Chair to sign any further  
210 extensions of the license agreements needed with the seven property owners impacted, to  
211 January 31, 2024.

212

213 **On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor,**  
214 **authorizing further extension of the license agreements to January 31, 2024,**  
215 **and authorizing the Chair or Vice Chair to execute, was approved.**

216

217

218 **EIGHTH ORDER OF BUSINESS**

**Continued Discussion: Locations of Non-Decorative Street Signs**

219

220

221 Mr. Cole stated he received a proposal from Lykins-Signtek (Lykins) late last week. Mr.  
222 Cole sent an email to Mrs. Adams outlining the options, who emailed it to the Board, and it was  
223 provided as a handout. As previously discussed, numerous pedestrian crosswalk signs are  
224 needed within Aviamar. The signs should have been installed when final acceptance from the  
225 County was received; it is unknown why they were not on the plans.

226 Mr. Cole stated signs are required at 17 crosswalks in Aviamar and Veneta. New signs  
227 with decorative signposts, at a cost of \$1,665 each, would cost approximately \$28,000.  
228 Temporary non-decorative signs, at a cost of \$390 each, would cost approximately \$6,600.

229 Mr. Cole stated, in addition, 17 existing, temporary non-decorative signs need to be  
230 replaced, at a cost of approximately \$28,000. The cost to replace 34 temporary signs and install  
231 missing signs totals approximately \$57,000 which is not budgeted.

232 Asked if the expense should come from construction funds, Mr. Cole noted that Page 15  
233 of the Unaudited Financials shows approximately \$56,000 left in construction funds. That  
234 amount is close to the amount needed. This fund was also used to pay the soft costs for the  
235 traffic signal, and more soft costs are anticipated. Issuance of the permit is expected soon; CDD

236 #1 and CDD #2 are funding the work, and monies are due from Halvorsen related to the  
237 Agreement with CDD #2. The cost of the traffic signal will be approximately \$1.3 million.

238         Asked how urgent the sign installation project is, Mr. Cole recommended installing the  
239 signs as soon as possible due to the potential liability, given that no signs are presently in place;  
240 replacement of the existing signs can be done as a second phase.

241         Asked if Lykins is the only vendor, given that they are expensive, Mr. Cole stated he is  
242 unsure, as Lykins is the only contractor that has done this type of work in the CDD.

243         Ms. Viegas asked if the Developer will pay for the replacement of any of the temporary  
244 signs. Mr. Cole stated he sent the information to Mr. Parisi.

245         Mr. Parisi discussed the Developer's allocation of construction bond funds to the lands it  
246 benefits.

247         Ms. Viegas stated that means the September meeting minutes are incorrect, as Mr.  
248 Parisi stated they would pay for the signs they installed.

249         Mr. Parisi replied affirmatively and noted that other builders also installed signs; the  
250 Developer will not pay to replace the existing signs. He discussed use of construction funds.

251         Ms. Viegas noted that some of the signs are in construction areas in Aviamar and  
252 suggested not doing those until construction is completed.

253         Discussion ensued regarding construction truck traffic in Aviamar and sign locations.

254         Mr. Cole stated eight new signs are needed in Aviamar, nine new signs are needed in  
255 Veneta, and 17 existing signs in Aviamar and Veneta need to be replaced, for a total of 34 signs.

256         Mr. Klug asked about the temporary signs that must now be upgraded.

257         Mr. Parisi discussed the community's site development and the possibility that the  
258 Developer might have installed temporary signs during roadway paving.

259         Mr. Klug implied that, in the final inspection phase of Pulte's Amaranda village, whoever  
260 was supposed to inspect was apparently not paying attention to the sign situation, including as  
261 to whether the signs are temporary and if they were installed to Fiddler's Creek standards. Mr.  
262 Cole stated that, at the time the signs were installed, it was not Hole Montes or the CDD who  
263 were involved, it was Grady Minor.

264         Mr. Parisi stated other things were missed, such as sidewalks, and Mr. Cole caught that  
265 and addressed it with Pulte. He noted that temporary signs would have been installed due to  
266 the possibility of damage during construction.

267 Mr. Klug noted that the expense falls on the CDD; Pulte would have no obligation.

268 Mr. Parisi stated it falls on the Developer, but use of bond funds for it is under the  
269 advisement of the District Engineer.

270 Ms. DiNardo stated the Board was not aware that signs are needed in Aviamar, so this is  
271 a new issue to address.

272 Asked if the final lift of asphalt in Aviamar is done, Mr. Parisi stated his belief is that it  
273 was done everywhere except on Dorado Lane, where stains need to be addressed.

274 Mr. Pires asked if the subdivision improvement bond, which names Collier County as  
275 beneficiary, covers everything in the Engineer's estimate of probable cost for all subdivision  
276 improvements, including signage. Mr. Cole replied affirmatively. Mr. Pires asked whether the  
277 County, if it did not certify the project as complete, could make a claim on the bond and have  
278 the Developer do the work. Mr. Cole replied affirmatively.

279 Mr. Cole was unsure if the County would make a claim about changing temporary signs  
280 to antique posts, as the signs are in place now. Asked if the Site Development Plan (SIP) called  
281 for decorative signposts, Mr. Cole stated it did not call for all the signs that were installed; most  
282 of the signs were not included in the signage plan.

283 Mr. Klug asked if the signage plan specified the standard required for the signs. Mr. Cole  
284 stated he needs to check Grady Minor's plans. Mr. Klug suggested the specifications be  
285 checked.

286 Mr. Pires noted Mr. Cole's belief is that the County-approved SIP did not require all the  
287 signs that Mr. Cole believes are required by the Manual on Uniform Traffic Control Devices  
288 (MUTCD), which is the gold standard for roadway and street design. Failure to comply with the  
289 MUTCD opens the CDD to exposure to liability.

290 Mr. Klug asked if that primarily applies to sign location and not standards. Mr. Pires  
291 replied affirmatively; the MUTCD applies to location and requirements. Mr. Klug asked if a  
292 specification regarding the quality of signs to ultimately be installed should be added to prevent  
293 these issues in the future.

294 Ms. DiNardo asked if something should have been included in the Master Plan. She  
295 noted that the decorative signs were installed and that CDD #1 is older than CDD #2, so some  
296 standards must have been presented in the planning.

297 Mr. Parisi stated this is not the first community they developed. Ultimately, uniform  
298 signage is installed throughout the community; construction is ongoing in numerous areas and  
299 several areas still have temporary signs, which is not unique. Signage comes out of the bond  
300 money, which is not unique. He voiced his opinion that using bond funds for the traffic signal is  
301 unique and stated he will ask for an opinion on the matter. In his opinion, the bond money was  
302 assessed against homes in Aviamar. He will find out whether that money should be put back  
303 into the bond account. He believes the bond money is there for this exact purpose and stated  
304 the account has most of the money needed to address most of the signage issues. He thinks the  
305 CDD needs to find out why and if bond funds should be used to fund a traffic signal that is  
306 outside of Aviamar.

307 Ms. DiNardo asked if construction funds were utilized for the light on Collier Boulevard.  
308 Mr. Parisi stated there are no homes near that traffic signal, so there was no bond for homes.  
309 There is a bond for the construction and improvement of homes in Aviamar; he is unsure if a  
310 separate bond exists for the front area.

311 Ms. DiNardo noted that the use of those bond funds set a precedent. Mr. Parisi agreed.  
312 Mr. Cole stated he will check; the matter was completed ten years ago.

313 Mr. Parisi believes the matter is resolved and, excluding the signs on Dorado leaves  
314 enough in the construction fund to cover the cost of the signs.

315 Ms. DiNardo voiced her opinion that the work to be done in Aviamar and Veneta, where  
316 signs do not presently exist, has priority. Mr. Cole stated there are two signs in Aviamar for  
317 which installation will be delayed due to construction. Ms. DiNardo expressed her opinion that  
318 the motion should cover the cost of all the signs, including the signs for which installation will  
319 be delayed.

320

321 **On MOTION by Ms. DiNardo and seconded by Mr. Klug, with all in favor,**  
322 **installation of 17 decorative pedestrian crossing signs in Aviamar and Veneta,**  
323 **where there are none, in a not-to-exceed amount of \$28,305, was approved.**

324

325

326 Mr. Cole stated the Board approved Option A from his email; a total of 17 new signs are  
327 needed at a cost of \$1,665 each with the decorative signpost for a total cost of \$28,305. This  
328 approval is only for new signs to be installed where none exist.

329 Discussion of the remaining 17 non-decorative signs was tabled to the next meeting.

330 Mr. Parisi asked for Mr. Cole’s suggestions regarding necessary signage in Aviamar to be  
331 reviewed by the Engineer who designed it. He found it surprising that 17 signs are not installed  
332 and stated he would like it to be checked by his Engineer because neither the County nor  
333 anyone else advised him that signs are missing.

334 Mr. Cole stated he reviewed the MUTCD and the locations. There are crosswalks with no  
335 signs whatsoever, and, as the District Engineer, he could be liable for CDD roads.

336 Mr. Parisi stated he will check with his Engineer before money is spent. He opined that,  
337 if the CDD wants to enhance the signage beyond what is required by code, the Developers  
338 should not be required to pay for it.

339 Mr. Pires opined that the District Engineer is advising the CDD of what is necessary to  
340 remain MUTCD-compliant. In his opinion, the District Engineer’s guidance should be followed.

341 Ms. Viegas noted the two different parameters are the County guidelines and the more  
342 severe MUTCD, which might account for the large number of signs not on the plan.

343 Discussion ensued regarding the need to protect the CDD and mitigate liability, the  
344 County’s imperfect plan review process, the value of addressing the issue and signage and  
345 ongoing construction in the community.

346

347 **NINTH ORDER OF BUSINESS**

**Continued Discussion/Consideration of  
Proposals for Street Light Posts and  
Signpost Painting Projects**

348

349

350

351 Mrs. Adams stated Lykins has not submitted a proposal yet.

352 This item was tabled to the next meeting.

353

354 **TENTH ORDER OF BUSINESS**

**Discussion: Fiddler’s Creek Foundation, Inc.  
Satellite Report [Irrigation Maintenance  
Agreement]**

355

356

357

358 This item was discussed during the Sixth Order of Business.

359

360 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Proposals for CDD  
Insurance**

361

362

363 Mr. Adams stated proposals for consideration are pending.

364 This item was deferred to the next meeting.

365

366 **TWELFTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
367 **Statements as of September 30, 2023**

368

369 Ms. Viegas asked why several contractual items came in below the amount budgeted,  
370 and if it is due to late billing or fluctuating activity. Mr. Adams and Mrs. Adams believe it to be  
371 both. Mr. Adams noted that all billings might not be reflected in these financials.

372 The financials were accepted.

373

374 **THIRTEENTH ORDER OF BUSINESS** **Approval of September 27, 2023 Regular**  
375 **Meeting Minutes**

376

377 The following changes were made to the September 27, 2023 Regular Meeting Minutes:

378 Line 75: Delete “Contracted Responsibilities”

379 Line 84: Change “toro” to “Toro”

380 Line 585: Move Items 2 and 9 to the “Completed” portion of the Action Items List

381

**On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, the  
September 27, 2023 Regular Meeting Minutes, as amended, were approved.**

382

383

384

385

386 **FOURTEENTH ORDER OF BUSINESS** **Action/ Agenda or Completed Items**

387

388 Items 2, 9, 11, 12, 13 and 15 were completed.

389 Item 4: Mr. Pires stated that he spoke with Mr. Miller regarding the deed language; this  
390 item will be included on the next agenda.

391 Item 5: Mr. Cole stated he will inspect the area as more time has passed.

392 Item 10: Include littoral plantings.

393 Item 14: Pertains to a Change Order for the cost of a crane.

394

395 **FIFTEENTH ORDER OF BUSINESS** **Staff Reports**

396

397 **A. District Counsel: Woodward, Pires and Lombardo, P.A.**

398 Mr. Pires stated he had not prepared the demand letter for SOLitude yet.

399 Mr. Pires stated that he and Mr. Schmitt spoke with the County regarding the  
400 Watershed Improvement Plan. Everything is stalled for now.

401 **B. District Manager: Wrathell, Hunt and Associates, LLC**

- 402 • **NEXT MEETING DATE: November 8, 2023 at 10:00 AM**

- 403 ○ **QUORUM CHECK**

404 Mrs. Adams noted that CDD #1 canceled its November 8, 2023 meeting.

405

406 **On MOTION by Mr. Nuzzo and seconded by Mr. Klug, with all in favor,**  
407 **canceling the November 8, 2023 meeting, was approved.**

408

409

410 Supervisors DiNardo, Viegas, Nuzzo and Klug confirmed their attendance at the  
411 December 13, 2023 meeting.

412 **C. Operations Manager: Wrathell, Hunt and Associates, LLC**

413 Mrs. Adams stated the Operations Report was emailed to the Board.

414 Regarding assessment information, Ms. Viegas asked why the link and information on  
415 the website are not the same as with the prior company as, from previous meeting discussions,  
416 that was her understanding. Mr. Adams stated they do not have a "self-help" link; property  
417 owners can contact Management Staff via email or telephone for assistance with Estoppels.  
418 District Management is aware that the email link does not work; the website is being worked  
419 on.

420 Ms. Viegas asked Mrs. Adams if the street sign repairs in her report are completed. Mrs.  
421 Adams replied affirmatively; on her report, the only temporary sign still outstanding with Lykins  
422 is the "Yield" sign in Veneta.

423

424 **SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

425

426

427 **On MOTION by Mr. Klug and seconded by Mr. Nuzzo, with all in favor, the**  
428 **meeting adjourned at 11:06 a.m.**

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430

431

432

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

433

434

435

436

437

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

\_\_\_\_\_ Chair/Vice Chair

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**ACTION/AGENDA  
ITEMS**

## FIDDLER'S CREEK CDD #2

| #  | MTG DATE ADDED TO LIST | ACTION/ AGENDA Or BOTH | ACTION/AGENDA or COMPLETED ITEM  | ONGOING | POSSIBLY COMPLETED BEFORE NEXT MTG | COMPLETED               | MTG DATE MOVED TO COMPLETED |
|----|------------------------|------------------------|--|---------|------------------------------------|-------------------------|-----------------------------|
| 1  | 08.25.21               | <b>ACTION</b>          | Staff: RE: Assessment increase: Mailed Notice & public notices should be an agenda item for Board review & editing prior to mailing.   | X       |                                    |                         |                             |
| 2  | 01.25.23               | <b>BOTH</b>            | Mr. Cole: Reconvene irrigation team to discuss irrigation system installation update.  | X       |                                    |                         |                             |
| 3  | 03.22.23               | <b>ACTION</b>          | Mr. Pires: Discuss deed language with Mr. Miller. <b>10.25.23:</b> Include on the next meeting agenda.   | X       |                                    |                         |                             |
| 4  | 03.22.23               | <b>ACTION</b>          | Mr. Cole: Inspect location in Museo that might need a geotube repair for lake bank erosion. <b>10.25.23:</b> Mr. Cole: Inspect area again.   | X       | X                                  |                         |                             |
| 5  | 05.31.23               | <b>ACTION</b>          | Auditor: Provide DRAFT AUDIT for early review in 2024  | X       |                                    |                         |                             |
| 6  | 06.28.23               | <b>ACTION</b>          | Mr. Cole: Ask Grady Minor why approx 30 locations of Pedestrian crossings that need signs were on the plan. Ascertain if Manual on Uniform Traffic Control Devices (MUTCD) requires signs. Mr. Pires: Advise Board if the CDD has liability. | X       |                                    |                         |                             |
| 7  | 07.26.23               | <b>ACTION</b>          | Mrs. Adams: Obtain costs for the next phase of painting streetlights. <b>08.23.23:</b> Mrs. Adams: Request additional proposals.   | X       |                                    | X After<br>10.25.23 mtg |                             |
| 8  | 08.23.23               | <b>ACTION</b>          | Mr. Pires: Submit a formal demand to SOLitude for cleanup costs.   | X       |                                    |                         |                             |
| 9  | 09.27.23               | <b>ACTION</b>          | Mrs. Adams: Create Change Order to existing Metro PSI contract pertaining to cost of a crane.  | X       |                                    | X After<br>10.25.23 mtg |                             |
| 10 | 09.27.23               | <b>ACTION</b>          | Staff: Contracts pertaining to pump house renovation project to be submitted for Board approval at least one week in advance.  | X       |                                    | X After<br>10.25.23 mtg |                             |
| 11 | 10.25.23               | <b>ACTION</b>          | Mr. Nott: inspect the areas replanted by SOLitude and report status.   | X       |                                    |                         |                             |
| 12 | 10.25.23               | <b>ACTION</b>          | Mr. Pires: Work with Vice Chair to authorize further extension of the license agreements to January 31, 2024.  | X       |                                    |                         |                             |
| 13 | 10.25.23               | <b>ACTION</b>          | Mr. Cole: Check Grady Minor's plans regarding sign specifications.   | X       |                                    |                         |                             |
| 14 | 10.25.23               | <b>ACTION</b>          | Mr. Cole: Research if the use of those bond monies used for the traffic signal on US41 set a precedent.  | X       |                                    |                         |                             |
| 15 | 10.25.23               | <b>ACTION</b>          | Mr. Parisi: Have his Engineer review Mr. Cole's suggestions regarding necessary signage in Aviamar and report his findings.  | X       |                                    |                         |                             |
| 16 | 10.25.23               | <b>ACTION</b>          | District Management: Fix website issue related to email link for Estoppel letters.   | X       |                                    | X After<br>10.25.23 mtg |                             |



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#2**

**STAFF  
REPORTS**

| <b>FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #2</b>                               |   |                 |
|--|---|-----------------|
| <b>BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE</b>                     |   |                 |
| <b>LOCATION</b>  |   |                 |
| <i>Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114</i> |   |                 |
| <b>DATE</b>  | <b>POTENTIAL DISCUSSION/FOCUS</b>           | <b>TIME</b>     |
| <b>October 25, 2023</b>  | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>November 8, 2023* CANCELED</b>  | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>December 13, 2023*</b>  | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>January 24, 2024</b>  | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>February 28, 2024</b>   | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>March 27, 2024</b>  | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>April 24, 2024</b>  | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>May 22, 2024</b>  | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>June 26, 2024</b>   | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>July 24, 2024</b>   | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |
| <b>August 28, 2024</b>   | <b>Public Hearing &amp; Regular Meeting</b> | <b>10:00 AM</b> |
| <b>September 25, 2024</b>  | <b>Regular Meeting</b>                      | <b>10:00 AM</b> |

**\*Exceptions**

*November meeting date is two weeks earlier to accommodate the Thanksgiving holiday.  
 December meeting date is two weeks earlier to accommodate the Christmas holiday.*