



*Seminole Palms*  
**COMMUNITY DEVELOPMENT DISTRICT**

*Advanced Meeting Package*

*Regular Meeting*

*Monday  
January 22, 2024*

*11:00 a.m.*

*Location:  
Hilton Garden Inn  
55 Town Center Blvd.,  
Palm Coast, FL 32164*

*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval, or adoption.*

# Seminole Palms Community Development District

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250 International Parkway, Suite 208  
Lake Mary, FL 32746  
321-263-0132

Board of Supervisors  
**Seminole Palms Community Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Seminole Palms Community Development District is scheduled for **Monday, January 22, 2024**, at **11:00 a.m.** at **Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, FL 32164.**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be presented at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or [dmcinnes@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com). We look forward to seeing you at the meeting.

Sincerely,

*David McInnes*

David McInnes  
District Manager



# Community Development District

Meeting Date: Monday, January 22, 2024 Call-in Number: +1 (929) 205-6099  
Time: 11:00 AM Meeting ID: 705 571 4830#  
Location: Hilton Garden Inn  
55 Town Center Blvd.,  
Palm Coast, FL 32164

## *Revised Agenda*

- I. Roll Call**
- II. Audience Comments** – (limited to 3 minutes per individual for agenda items)
- III. Presentation of Proof of Publication(s)** [Exhibit 1](#)
- IV. Officer Appointment**
  - A. Acceptance of Resignation – Seat #1
  - B. Oath of Office [Exhibit 2](#)
  - C. New Supervisor Information Sheet [Exhibit 3](#)
  - D. Form 1 – *To Be Completed & Filed Online* - [Link](#)
  - E. Review Sunshine Law & Code of Ethics [Exhibit 4](#)
  - F. Consideration & Adoption of **Resolution 2024-02**, Re-Designating Officers [Exhibit 5](#)
- V. Consent Agenda**
  - A. Consideration for Approval – The Minutes of the Board of Supervisors Special Meeting Held on November 15, 2023 [Exhibit 6](#)
  - B. Consideration for Acceptance – The October 2023 Unaudited Financial Statements [Exhibit 7](#)
  - C. Consideration for Acceptance – The November 2023 Unaudited Financial Statements [Exhibit 8](#)
  - D. Consideration for Acceptance – The December 2023 Unaudited Financial Statements [Exhibit 9](#)
  - E. Ratification of RS&H, Inc. CEI Services Agreement [Exhibit 10](#)
  - F. Ratification of Joint Maintenance Agreement [Exhibit 11](#)
  - G. **Ratification of Citation Blvd. Project**
    - 1. **DPO – Fortiline** [Exhibit 12](#)
    - 2. **DPO – American Precast** [Exhibit 13](#)
    - 3. **DPO – County Materials** [Exhibit 14](#)

**V. Consent Agenda – continued**

H. Ratification of Phase 1 Project

1. DPO – Fortiline [Exhibit 15](#)
2. DPO – American Precast [Exhibit 16](#)
3. DPO – County Materials [Exhibit 17](#)
4. CO #1 – American Precast [Exhibit 18](#)
5. CO #1 – County Materials [Exhibit 19](#)

**VI. Business Matters**

- A. Consideration & Adoption of **Resolution 2024-03, Designating Signatories** [Exhibit 20](#)

**VII. Staff Reports**

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

**VIII. Supervisors' Requests**

**IX. Audience Comments – New Business -** *(limited to 3 minutes per individual for non-agenda items)*

**X. Adjournment**



# EXHIBIT 1

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**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF BOARD OF SUPERVISORS REGULAR MEETING**

Notice is hereby given that a regular meeting of the Board of Supervisors of the Seminole Palms Community Development District (the “**District**”) will be held on Monday, January 22, 2024, at 11:00 a.m. at the Hilton Garden Inn, 55 Town Center Blvd., Palm Coast, FL 32164. The purpose of the meeting is to discuss any topics presented to the board for consideration.

Copies of the agenda may be obtained from the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Telephone (321) 263-0132, Ext. 193.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when Staff and/or Supervisors may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to advise the District Manager’s office at least forty-eight (48) hours before the meeting by contacting the District Manager at (321) 263-0132, Ext. 193. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for assistance in contacting the District Manager’s office.

A person who decides to appeal any decision made at the meeting, with respect to any matter considered at the meeting, is advised that a record of the proceedings is needed and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

**Seminole Palms Community Development District**

David McInnes, District Manager  
(321) 263-0132, Ext. 193

January 11, 2023

23-00341F

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# EXHIBIT 2

**SEMINOLE PALMS  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

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

The foregoing oath was administered before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of \_\_\_\_\_ Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

# EXHIBIT 3

*Seminole Palms*  
**A Community Development District**

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**NEW SUPERVISOR INFORMATION SHEET**

Please return completed forms to  
Vesta District Services  
Records Management  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Phone: 321-263-0132, EXT-193  
District Manager: David McInnes

1) Name: \_\_\_\_\_

2) Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) County of Residence \_\_\_\_\_

4) Phone or Cell \_\_\_\_\_

5) Email Address \_\_\_\_\_

6) Waive OR Accept Compensation of Statutorily Allowed \$200 per Meeting  
\_\_\_\_\_. If you have elected to receive compensation  
then please forward the attached payroll forms along with the New Supervisor  
Information Sheet.

**Payroll Information**

1) Date of Birth: \_\_\_\_\_

2) Drivers License Number: \_\_\_\_\_

# EXHIBIT 4

# FLORIDA COMMISSION ON ETHICS



GUIDE  
to the  
SUNSHINE AMENDMENT  
and  
CODE of ETHICS  
for Public Officers and Employees

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**2023**



State of Florida  
COMMISSION ON ETHICS

**John Grant, *Chair***  
Tampa

**Glenton “Glen” Gilzean, Jr., *Vice Chair***  
Orlando

**Michelle Anchors**  
Fort Walton Beach

**William P. Cervone**  
Gainesville

**Don Gaetz**  
Niceville

**William N. “Willie” Meggs**  
Tallahassee

**Ed H. Moore**  
Tallahassee

**Wengay M. Newton, Sr.**  
St. Petersburg

**Jim Waldman**  
Fort Lauderdale

**Kerrie Stillman**  
*Executive Director*  
P.O. Drawer 15709  
Tallahassee, FL 32317-5709  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us)  
(850) 488-7864\*

\*Please direct all requests for information to this number.

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## I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves

or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

## **II. ROLE OF THE COMMISSION ON ETHICS**

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

## **III. THE ETHICS LAWS**

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

## **A. PROHIBITED ACTIONS OR CONDUCT**

### *1. Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

**However**, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

## 2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

## 3. *Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

## 4. *Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. *Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]



**B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- (a) When the business is rotated among all qualified suppliers in a city or county.
- (b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract.  
NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.
- (c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- (d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- (e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- (f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- (g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- (h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- (i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

#### 4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

#### 5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

#### 6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the

anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

## **C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES**

### *1. Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

### *2. Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

**D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS**

*1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

*2. Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the

president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

**PENALTIES:** Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

### *3. 6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues

of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]



## **E. VOTING CONFLICTS OF INTEREST**

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of

the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

## **F. DISCLOSURES**

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

### **1. FORM 1 - Limited Financial Disclosure**

#### **Who Must File:**

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

#### **STATE OFFICERS include:**

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

**What Must Be Disclosed:**

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the

reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation

Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

#### What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

#### When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

CANDIDATES must register and use the electronic filing system to complete the Form 6, then file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

#### 5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.



6. FORM 9 - Quarterly Gift Disclosure

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who

is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

#### *8. FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

#### *9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

### **IV. AVAILABILITY OF FORMS**

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2023, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the

annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2023. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from [www.ethics.state.fl.us](http://www.ethics.state.fl.us), as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

## **V. PENALTIES**

### *A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

### *B. Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

### *C. Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's

leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*D. Penalties for Lobbyists and Others*

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

*E. Felony Convictions: Forfeiture of Retirement Benefits*

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

*F. Automatic Penalties for Failure to File Annual Disclosure*

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

## **VI. ADVISORY OPINIONS**

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

*A. Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

*B. How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

*C. How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us).

## VII. COMPLAINTS

### A. *Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at [www.ethics.state.fl.us](http://www.ethics.state.fl.us). The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us), or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

### B. *Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

### C. *Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

*D. How the Complaint Process Works*

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.



When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

*E. Dismissal of Complaints At Any Stage of Disposition*

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

*F. Statute of Limitations*

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

## **VIII. EXECUTIVE BRANCH LOBBYING**

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at [www.floridalobbyist.gov](http://www.floridalobbyist.gov). Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration  
Room G-68, Claude Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1425  
Phone: 850/922-4987

## **IX. WHISTLE-BLOWER'S ACT**

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

## **X. ADDITIONAL INFORMATION**

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

## **XI. TRAINING**

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not

track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

# EXHIBIT 5

**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT RE-DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

**SECTION 1.** \_\_\_\_\_ is appointed Chairman.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chairman.

**SECTION 3.** David McInnes is appointed Secretary.

Jacquelyn Leger is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

Johanna Lee is appointed Treasurer.

Bridgett Alexander is appointed Assistant Treasurer.

Scott Smith is appointed Assistant Treasurer.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of January, 2024.

ATTEST:

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

# EXHIBIT 6

1 **MINUTES OF MEETING**

2 **SEMINOLE PALMS**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Special Meeting of the Board of Supervisors of the Seminole Palms Community Development  
5 District was held on Thursday, November 16, 2023 at 11:22 a.m. at the Hilton Garden Inn, located at 55  
6 Town Center Boulevard, Palm Coast, FL 32164.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. McInnes called the meeting to order.

9 Present and constituting a quorum were:

10 Justin Frye	Board Supervisor, Vice Chairman
11 Eric Morrisette	Board Supervisor, Assistant Secretary
12 Greg Meath	Board Supervisor, Assistant Secretary

13 Also, present were:

14 David McInnes	District Manager, Vesta District Services
15 Jere Earlywine ( <i>via Zoom</i> )	District Counsel, Kutak Rock
16 Haley Kiernan	Kolter

17 *The following is a summary of the discussions and actions taken at the November 16, 2023 Seminole Palms*  
18 *CDD Board of Supervisors Special Meeting. Audio for this meeting is available upon public records*  
19 *request.*

20 **SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for**  
21 **agenda items)**

22 There being none, the next item followed.

23 **THIRD ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

24 **FOURTH ORDER OF BUSINESS – Officer Appointment**

25 On a MOTION by Mr. Frye, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board accepted  
26 Brad Walker’s resignation dated 09/19/2022, for the Seminole Palms Community Development District.

27 Supervisor Frye nominated Haley Kiernan to Vacant Seat #3 with no opposition.

28 On a MOTION by Mr. Frye, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board appointed  
29 Haley Kiernan to Vacant Seat #3, for the Seminole Palms Community Development District.

30 A. Exhibit 2: Oath of Office

31 Mr. McInnes swore in Haley Kiernan.

32 **The Board moved to the Fifth Order of Business – Consent Agenda, at this time.**

33 B. Exhibit 3: New Supervisor Information Sheet

34 C. Exhibit 4: Form 1

35 D. Exhibit 5: Review Sunshine Law & Supervisor Duties

36 E. Exhibit 6: Consideration & Adoption of **Resolution 2024-01**, Designating Officers



37 On a MOTION by Mr. Frye, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board adopted  
38 **Resolution 2024-01**, Designating Officers, for the Seminole Palms Community Development District.

39 **FIFTH ORDER OF BUSINESS – Consent Agenda**

- 40 A. Exhibit 7: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting  
41 Held August 28, 2023
- 42 B. Exhibit 8: Consideration for Acceptance – The August 2023 Unaudited Financial Report
- 43 C. Exhibit 9: Consideration for Acceptance – The September 2023 Unaudited Financial Report

44 On a MOTION by Mr. Morrisette, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board  
45 approved the Consent Agenda, for the Seminole Palms Community Development District.

46 **The Board moved back to Exhibit 6 under the Fourth Order of Business – Officer**  
47 **Appointment, at this time.**

48 **SIXTH ORDER OF BUSINESS – Business Matters**

- 49 A. Exhibit 10: Consideration of Responses to Citation Blvd. Project/ Construction Engineering  
50 Inspection Services – RFQ
- 51 Mr. Earlywine walked the Board through the RFQ process.
- 52 The final scores were as follows; RS&H at 332 and SAI at 299.

53 On a MOTION by Mr. Frye, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board ranked the  
54 responses in accordance with the scores and authorized staff to negotiate an agreement subject to final sign  
55 off by the Chair and in consultation with the city, for the Seminole Palms Community Development District.

- 56 1. Exhibit 10: RS&H
- 57 2. Exhibit 11: SAI Consulting Engineers

58 **SEVENTH ORDER OF BUSINESS – Staff Reports**

- 59 A. District Manager
- 60 Mr. McInnes stated that he had nothing to report.
- 61 B. District Attorney
- 62 Mr. Earlywine left early.
- 63 C. District Engineer
- 64 The District Engineer was not present.

65 **EIGHTH ORDER OF BUSINESS – Supervisors Requests**

66 There being none, the next item followed.

67 **NINTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per**  
68 **individual)**

69 There being none, the next item followed.

70 **TENTH ORDER OF BUSINESS – Adjournment**

71 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to  
72 adjourn the meeting. There being none, Mr. Frye made a motion to adjourn the meeting.

73 On a MOTION by Mr. Frye, SECONDED by Mr. Morrisette, WITH ALL IN FAVOR, the Board adjourned  
74 the meeting at 11:41 a.m., for the Seminole Palms Community Development District.

75 *\*Each person who decides to appeal any decision made by the Board with respect to any matter considered*  
76 *at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*  
77 *including the testimony and evidence upon which such appeal is to be based.*

78 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
79 **meeting held on January 22, 2024.**

80

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

81 **Title:**    **Secretary**    **Assistant Secretary**

**Title:**    **Chairman**    **Vice Chairman**

# EXHIBIT 7

# **Seminole Palms Community Development District**

Financial Statements  
(Unaudited)

Period Ending  
October 31, 2023

**Seminole Palms  
Community Development District  
Balance Sheet  
October 31, 2023**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Acq &amp; Const Fund</u>	<u>Total</u>
<b>Assets:</b>				
Cash	\$ 298	\$ -	\$ -	\$ 298
Investments:				
Revenue	-	\$ -	\$ -	-
Reserve	-	\$ 418,505.39	\$ -	418,505
Interest	-	\$ 114,061.09	\$ -	114,061
Prepayment	-	\$ -	\$ -	-
Sinking	-	\$ -	\$ -	-
Cost of Issuance	-	\$ 61.06	\$ -	61
Acquisition & Construction	-	\$ -	\$ 958,323.65	958,324
Accounts Receivable	6,760	\$ -	\$ 423,105.64	429,865
Deposits	-	\$ -	\$ -	-
Prepaid Items	-	\$ -	\$ -	-
<b>Total Assets</b>	<u>\$ 7,057</u>	<u>\$ 532,627.54</u>	<u>\$ 1,381,429.29</u>	<u>\$ 1,921,114</u>
 <b>Liabilities &amp; Fund Balance</b>				
<b>Liabilities</b>				
Accounts Payable	\$ 8,199	\$ -	\$ 412,587.80	\$ 420,787
 <b>Fund Balance</b>				
Nonspendable:				
Prepaid & Deposits	-	-	-	-
Restricted for:				
Debt Service	-	532,628	-	532,628
Capital Projects	-	-	968,841	968,841
Unassigned:	(1,142)	-	-	(1,142)
<b>Total Liabilities &amp; Fund Balance</b>	<u>\$ 7,057</u>	<u>\$ 532,627.54</u>	<u>\$ 1,381,429.29</u>	<u>\$ 1,921,114</u>

**Seminole Palms  
Community Development District  
General Fund  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ending 10/31/2023**

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
<b>Revenue</b>					
Landowner Contribution	\$ 234,140	\$ 11,200	\$ 11,200	\$ (222,940)	4.78%
Interest	-	-	-		
<b>Total Revenue</b>	<b>234,140</b>	<b>11,200</b>	<b>11,200</b>	<b>(222,940)</b>	<b>4.78%</b>
<b>Expenditures:</b>					
<b>Administrative</b>					
Supervisor Fees	2,400	-	-	(2,400)	0.00%
District Management*	20,000	6,000	6,000	(14,000)	30.00%
Administrative Services *	12,750	-	-	(12,750)	0.00%
Accounting Services*	12,750	-	-	(12,750)	0.00%
Assessment Administration*	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	20,000	-	-	(20,000)	0.00%
Engineering	30,000	-	-	(30,000)	0.00%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	6,500	-	-	(6,500)	0.00%
Annual Special District Fee	175	-	-	(175)	0.00%
General Liability & Pol Insurance	6,000	5,200	5,200	(800)	86.67%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance	1,515	1,515	1,515	-	100.00%
Admin Contingency	1,500	-	-	(1,500)	0.00%
<b>Total Administrative</b>	<b>119,590</b>	<b>12,715</b>	<b>12,715</b>	<b>(106,875)</b>	<b>10.63%</b>
<b>Physical Environment</b>					
Landscape Maintenance	50,000	-	-	(50,000)	0.00%
Pond Maintenance	18,000	-	-	(18,000)	0.00%
Landscape Inspections	13,500	-	-	(13,500)	0.00%
Field Contingency	20,000	-	-	(20,000)	0.00%
<b>Total Physical Environment</b>	<b>101,500</b>	<b>-</b>	<b>-</b>	<b>(101,500)</b>	<b>0.00%</b>
<b>Utilities</b>					
Streetlights	13,050	-	-	(13,050)	0.00%
<b>Total Utilities</b>	<b>13,050</b>	<b>-</b>	<b>-</b>	<b>(13,050)</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>234,140</b>	<b>12,715</b>	<b>12,715</b>	<b>(221,425)</b>	<b>5.43%</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>-</b>	<b>(1,515)</b>	<b>(1,515)</b>		
<b>Other Financing Sources and (Uses)</b>					
Transfer In					
Transfer Out					
<b>Total Other Financing Sources and (Uses)</b>			<b>-</b>		
<b>Net Change in Fund Balance</b>			<b>(1,515)</b>		
Fund Balance - Beginning			373		
<b>Fund Balance - Ending</b>			<b>\$ (1,142)</b>		

**Seminole Palms  
Community Development District  
Debt Service - Series 2023  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ending 10/31/2023**

	FY2024 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
<b>Revenue</b>			
Landowner Contribution	\$ -	\$ -	\$ -
Lot Closing	-		-
Interest	-	2,228	2,228
<b>Total Revenue</b>	<b>-</b>	<b>2,228</b>	
<b>Expenditures</b>			
Interest Payments			
May 1, 2024	-	-	-
November 1, 2024	-	-	-
Principal Retirement			
May 1, 2024	-	-	-
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>-</b>	<b>2,228</b>	<b>-</b>
<b>Other Financing Sources and (Uses)</b>			
Transfer In		-	
Transfer Out		(3,636)	
<b>Total Other Financing Sources and (Uses)</b>		<b>(3,636)</b>	
<b>Net Change in Fund Balance</b>		<b>(1,408)</b>	
Fund Balance - Beginning		534,035	
<b>Fund Balance - Ending</b>		<b>\$ 532,628</b>	

**Seminole Palms  
Community Development District  
Acquisition & Construction  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ending 10/31/2023**

	FY2024 Adopted Budget	Actual Year-to-Date	Variance (+ / -)
<b>Revenue</b>			
Developer Contributions	\$ -	\$ 93,453	\$ 93,453
Interest	-	5,412	5,412
<b>Total Revenues</b>	-	98,865	98,865
<b>Expenditures</b>			
Construction in Progress	-	93,453	93,453
<b>Total Expenditures</b>	-	93,453	93,453
 <b>Excess of Revenue Over (Under) Expenditures</b>		 <b>5,412</b>	
 <b>Other Financing Sources and (Uses)</b>			
Transfer In		3,636	
Transfer Out			
<b>Total Other Financing Sources and (Uses)</b>		<b>3,636</b>	
 <b>Net Change in Fund Balance</b>		 <b>9,048</b>	
Fund Balance - Beginning		959,793	
 <b>Fund Balance - Ending</b>		<b>\$ 968,841</b>	



**Seminole Palms  
Community Development District  
Bank Reconciliation - General Fund  
For the Period Ending 10/31/2023**

Balance per Bank Statement	\$	11,582.85
Plus: Outstanding Deposits		-
Less: Outstanding Checks		11,285.00
Adjusted Bank Balance	<u>\$</u>	<u>297.85</u>
Beginning Bank Balance per Books	\$	297.85
Cash Receipts		11,285.00
Cash Disbursements		11,285.00
Balance per Books	<u>\$</u>	<u>297.85</u>

**Seminole Palms CDD  
Check Register  
FY2024**

<b>Date</b>	<b>Number</b>	<b>Name</b>	<b>Memo</b>	<b>Debit</b>	<b>Credit</b>	<b>Balance</b>
<b>9/30/2023</b>			<b>Balance Forward</b>			<b>297.85</b>
10/25/2023	00005845	CRE-KL Seminole Woods Owner LLC		11,285.00		11,582.85
10/27/2023	1041	Egis Insurance Advisors, LLC	General Liability Insurance FY 2024		5,200.00	6,382.85
10/27/2023	1042	Palm Coast Observer	Legal Advertising		85.00	6,297.85
10/27/2023	1043	Vesta District Services			6,000.00	297.85
<b>10/31/2023</b>				<b>11,285.00</b>	<b>11,285.00</b>	<b>297.85</b>

# EXHIBIT 8

# **Seminole Palms Community Development District**

Financial Statements  
(Unaudited)

Period Ending  
November 30, 2023

**Seminole Palms  
Community Development District  
Balance Sheet  
November 30, 2023**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Acq &amp; Const Fund</u>	<u>Total</u>
<b>Assets:</b>				
Cash	\$ 298	\$ -	\$ 240,294	\$ 240,591
Investments:				
Revenue	-	-	-	-
Reserve	-	420,319	-	420,319
Interest	-	1,934	-	1,934
Prepayment	-	-	-	-
Sinking	-	-	-	-
Cost of Issuance	-	61	-	61
Acquisition & Construction	-	-	667,122	667,122
Accounts Receivable	17,668	-	1,062,351	1,080,019
Deposits	-	-	-	-
Prepaid Items	-	-	-	-
<b>Total Assets</b>	<u>\$ 17,965</u>	<u>\$ 422,314</u>	<u>\$ 1,969,767</u>	<u>\$ 2,410,046</u>
 <b>Liabilities &amp; Fund Balance</b>				
<b>Liabilities</b>				
Accounts Payable	\$ 8,199	\$ -	\$ 1,840,336	\$ 1,848,536
<b>Retainage Payable</b>	-	-	360,361	360,361
 <b>Fund Balance</b>				
Nonspendable:				
Prepaid & Deposits	-	-	-	-
Restricted for:				
Debt Service	-	422,314	-	422,314
Capital Projects	-	-	(230,931)	(230,931)
Unassigned:	9,766	-	-	9,766
<b>Total Liabilities &amp; Fund Balance</b>	<u>\$ 17,965</u>	<u>\$ 422,314</u>	<u>\$ 1,969,767</u>	<u>\$ 2,410,046</u>

**Seminole Palms  
Community Development District  
General Fund  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period of October 1, 2023 to November 30, 2023**

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
<b>Revenue</b>					
Landowner Contribution	\$ 234,140	\$ 10,908	\$ 22,108	\$ (212,032)	9.44%
Interest	-	-	-	-	-
<b>Total Revenue</b>	<b>234,140</b>	<b>10,908</b>	<b>22,108</b>	<b>(212,032)</b>	<b>9.44%</b>
<b>Expenditures:</b>					
<b>Administrative</b>					
Supervisor Fees	2,400	-	-	(2,400)	0.00%
District Management*	20,000	-	6,000	(14,000)	30.00%
Administrative Services *	12,750	-	-	(12,750)	0.00%
Accounting Services*	12,750	-	-	(12,750)	0.00%
Assessment Administration*	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	20,000	-	-	(20,000)	0.00%
Engineering	30,000	-	-	(30,000)	0.00%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	6,500	-	-	(6,500)	0.00%
Annual Special District Fee	175	-	-	(175)	0.00%
General Liability & Pol Insurance	6,000	-	5,200	(800)	86.67%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance	1,515	-	1,515	-	100.00%
Admin Contingency	1,500	-	-	(1,500)	0.00%
<b>Total Administrative</b>	<b>119,590</b>	<b>-</b>	<b>12,715</b>	<b>(106,875)</b>	<b>10.63%</b>
<b>Physical Environment</b>					
Landscape Maintenance	50,000	-	-	(50,000)	0.00%
Pond Maintenance	18,000	-	-	(18,000)	0.00%
Landscape Inspections	13,500	-	-	(13,500)	0.00%
Field Contingency	20,000	-	-	(20,000)	0.00%
<b>Total Physical Environment</b>	<b>101,500</b>	<b>-</b>	<b>-</b>	<b>(101,500)</b>	<b>0.00%</b>
<b>Utilities</b>					
Streetlights	13,050	-	-	(13,050)	0.00%
<b>Total Utilities</b>	<b>13,050</b>	<b>-</b>	<b>-</b>	<b>(13,050)</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>234,140</b>	<b>-</b>	<b>12,715</b>	<b>(221,425)</b>	<b>5.43%</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>-</b>	<b>10,908</b>	<b>9,393</b>		
<b>Other Financing Sources and (Uses)</b>					
Transfer In					
Transfer Out					
<b>Total Other Financing Sources and (Uses)</b>			<b>-</b>		
<b>Net Change in Fund Balance</b>			<b>9,393</b>		
Fund Balance - Beginning			<b>373</b>		
<b>Fund Balance - Ending</b>			<b>\$ 9,766</b>		

**Seminole Palms  
Community Development District  
Debt Service - Series 2023  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period of October 1, 2023 to November 30, 2023**

	<b>FY2024 Adopted Budget</b>	<b>Actual Year-to-Date</b>	<b>Variance (+ / -)</b>
<b>Revenue</b>			
Landowner Contribution	\$ -	\$ -	\$ -
Lot Closing	-		-
Interest	-	4,534	4,534
<b>Total Revenue</b>	<b>-</b>	<b>4,534</b>	
<b>Expenditures</b>			
Interest Payments			
May 1, 2024	-	-	-
November 1, 2023	-	112,620	112,620
Principal Retirement			
May 1, 2024	-	-	-
<b>Total Expenditures</b>	<b>-</b>	<b>112,620</b>	<b>112,620</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>-</b>	<b>(108,085)</b>	<b>(112,620)</b>
<b>Other Financing Sources and (Uses)</b>			
Transfer In		-	
Transfer Out		(3,636)	
<b>Total Other Financing Sources and (Uses)</b>		<b>(3,636)</b>	
<b>Net Change in Fund Balance</b>		<b>(111,721)</b>	
Fund Balance - Beginning		534,035	
<b>Fund Balance - Ending</b>		<b>\$ 422,314</b>	

**Seminole Palms  
Community Development District  
Acquisition & Construction  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period of October 1, 2023 to November 30, 2023**

	<b>FY2024 Adopted Budget</b>	<b>Actual Year-to-Date</b>	<b>Variance (+ / -)</b>
<b>Revenue</b>			
Developer Contributions	\$ -	\$ 2,232,926	\$ 2,232,926
Interest	-	9,618	9,618
<b>Total Revenues</b>	-	2,242,544	2,242,544
 <b>Expenditures</b>			
Construction in Progress	-	3,436,904	3,436,904
<b>Total Expenditures</b>	-	3,436,904	3,436,904
 <b>Excess of Revenue Over (Under) Expenditures</b>		<b>(1,194,360)</b>	
 <b>Other Financing Sources and (Uses)</b>			
Transfer In		3,636	
Transfer Out			
<b>Total Other Financing Sources and (Uses)</b>		<b>3,636</b>	
 <b>Net Change in Fund Balance</b>		<b>(1,190,724)</b>	
 Fund Balance - Beginning		959,793	
 <b>Fund Balance - Ending</b>		<b>\$ (230,931)</b>	



**Seminole Palms  
Community Development District  
Bank Reconciliation - General Fund  
For the Period Ending 11/30/2023**

Balance per Bank Statement	\$	11,582.85
Plus: Outstanding Deposits		-
Less: Outstanding Checks		11,285.00
Adjusted Bank Balance	<u>\$</u>	<u>297.85</u>
Beginning Bank Balance per Books	\$	297.85
Cash Receipts		11,285.00
Cash Disbursements		11,285.00
Balance per Books	<u>\$</u>	<u>297.85</u>

**Seminole Palms CDD  
Check Register  
FY2024**

<b>Date</b>	<b>Number</b>	<b>Name</b>	<b>Memo</b>	<b>Debit</b>	<b>Credit</b>	<b>Balance</b>
<b>9/30/2023</b>			<b>Balance Forward</b>			<b>297.85</b>
10/25/2023	00005845	CRE-KL Seminole Woods Owner LLC		11,285.00		11,582.85
10/27/2023	1041	Egis Insurance Advisors, LLC	General Liability Insurance FY 2024		5,200.00	6,382.85
10/27/2023	1042	Palm Coast Observer	Legal Advertising		85.00	6,297.85
10/27/2023	1043	Vesta District Services			6,000.00	297.85
<b>10/31/2023</b>				<b>11,285.00</b>	<b>11,285.00</b>	<b>297.85</b>
<b>11/30/2023</b>				<b>0</b>	<b>0</b>	<b>297.85</b>

# EXHIBIT 9

# **Seminole Palms Community Development District**

Financial Statements  
(Unaudited)

Period Ending  
December 31, 2023

**Seminole Palms  
Community Development District  
Balance Sheet  
December 31, 2023**

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Acq &amp; Const Fund</u>	<u>Total</u>
<b>Assets:</b>				
Cash	\$ 298	\$ -	\$ -	\$ 298
Investments:				
Revenue	-	-	-	-
Reserve	-	422,077	-	422,077
Interest	-	1,942	-	1,942
Prepayment	-	-	-	-
Sinking	-	-	-	-
Cost of Issuance	-	62	-	62
Acquisition & Construction	-	-	669,922	669,922
Accounts Receivable	23,580	-	1,335,426	1,359,006
Deposits	-	-	-	-
Prepaid Items	-	-	-	-
<b>Total Assets</b>	<u>\$ 23,878</u>	<u>\$ 424,081</u>	<u>\$ 2,005,348</u>	<u>\$ 2,453,306</u>
 <b>Liabilities &amp; Fund Balance</b>				
<b>Liabilities</b>				
Accounts Payable	\$ 8,199	\$ -	\$ 2,222,976	\$ 2,231,176
<b>Retainage Payable</b>	-	-	360,361	360,361
 <b>Fund Balance</b>				
Nonspendable:				
Prepaid & Deposits	-	-	-	-
Restricted for:				
Debt Service	-	424,081	-	424,081
Capital Projects	-	-	(577,989)	(577,989)
Unassigned:	15,678	-	-	15,678
<b>Total Liabilities &amp; Fund Balance</b>	<u>\$ 23,878</u>	<u>\$ 424,081</u>	<u>\$ 2,005,348</u>	<u>\$ 2,453,306</u>

**Seminole Palms  
Community Development District  
General Fund  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period of October 1, 2023 to December 31, 2023**

	FY2024 Adopted Budget	Current Month	Actual Year-to-Date	Variance (+ / -)	% of Budget
<b>Revenue</b>					
Landowner Contribution	\$ 234,140	\$ 10,908	\$ 28,020	\$ (206,120)	11.97%
Interest	-	-	-		
<b>Total Revenue</b>	<b>234,140</b>	<b>10,908</b>	<b>28,020</b>	<b>(206,120)</b>	<b>11.97%</b>
<b>Expenditures:</b>					
<b>Administrative</b>					
Supervisor Fees	2,400	-	-	(2,400)	0.00%
District Management*	20,000	-	6,000	(14,000)	30.00%
Administrative Services *	12,750	-	-	(12,750)	0.00%
Accounting Services*	12,750	-	-	(12,750)	0.00%
Assessment Administration*	2,500	-	-	(2,500)	0.00%
Dissemination Agent	2,000	-	-	(2,000)	0.00%
Legal	20,000	-	-	(20,000)	0.00%
Engineering	30,000	-	-	(30,000)	0.00%
Postage	500	-	-	(500)	0.00%
Printing & Binding	500	-	-	(500)	0.00%
Legal Advertising	6,500	-	-	(6,500)	0.00%
Annual Special District Fee	175	-	-	(175)	0.00%
General Liability & Pol Insurance	6,000	-	5,200	(800)	86.67%
Bank Fees	500	-	-	(500)	0.00%
Websit Hosting, ADA, Maintenance	1,515	-	1,515	-	100.00%
Admin Contingency	1,500	-	-	(1,500)	0.00%
<b>Total Administrative</b>	<b>119,590</b>	<b>-</b>	<b>12,715</b>	<b>(106,875)</b>	<b>10.63%</b>
<b>Physical Environment</b>					
Landscape Maintenance	50,000	-	-	(50,000)	0.00%
Pond Maintenance	18,000	-	-	(18,000)	0.00%
Landscape Inspections	13,500	-	-	(13,500)	0.00%
Field Contingency	20,000	-	-	(20,000)	0.00%
<b>Total Physical Environment</b>	<b>101,500</b>	<b>-</b>	<b>-</b>	<b>(101,500)</b>	<b>0.00%</b>
<b>Utilities</b>					
Streetlights	13,050	-	-	(13,050)	0.00%
<b>Total Utilities</b>	<b>13,050</b>	<b>-</b>	<b>-</b>	<b>(13,050)</b>	<b>0.00%</b>
<b>Total Expenditures</b>	<b>234,140</b>	<b>-</b>	<b>12,715</b>	<b>(221,425)</b>	<b>5.43%</b>
<b>Excess of Revenue Over (Under) Expenditures</b>	<b>-</b>	<b>10,908</b>	<b>15,305</b>		
<b>Other Financing Sources and (Uses)</b>					
Transfer In					
Transfer Out					
<b>Total Other Financing Sources and (Uses)</b>			<b>-</b>		
<b>Net Change in Fund Balance</b>			<b>15,305</b>		
Fund Balance - Beginning			373		
<b>Fund Balance - Ending</b>			<b>\$ 15,678</b>		

**Seminole Palms  
Community Development District  
Debt Service - Series 2023  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period of October 1, 2023 to December 31, 2023**

	<u>FY2024 Adopted Budget</u>	<u>Actual Year-to-Date</u>	<u>Variance (+ / -)</u>
<b>Revenue</b>			
Landowner Contribution	\$ -	\$ -	\$ -
Lot Closing	-		-
Interest	-	6,301	6,301
<b>Total Revenue</b>	<u>-</u>	<u>6,301</u>	
<b>Expenditures</b>			
Interest Payments			
May 1, 2024	-	-	-
November 1, 2023	-	112,620	112,620
Principal Retirement			
May 1, 2024	-	-	-
<b>Total Expenditures</b>	<u>-</u>	<u>112,620</u>	<u>112,620</u>
<b>Excess of Revenue Over (Under) Expenditures</b>	-	<b>(106,318)</b>	<b>(112,620)</b>
<b>Other Financing Sources and (Uses)</b>			
Transfer In		-	
Transfer Out		(3,636)	
<b>Total Other Financing Sources and (Uses)</b>		<u>(3,636)</u>	
<b>Net Change in Fund Balance</b>		(109,955)	
Fund Balance - Beginning		534,035	
<b>Fund Balance - Ending</b>		<u>\$ 424,081</u>	

**Seminole Palms  
Community Development District  
Acquisition & Construction  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period of October 1, 2023 to December 31, 2023**

	<b>FY2024 Adopted Budget</b>	<b>Actual Year-to-Date</b>	<b>Variance (+ / -)</b>
<b>Revenue</b>			
Developer Contributions	\$ -	\$ 2,506,001	\$ 2,506,001
Interest	-	12,418	12,418
<b>Total Revenues</b>	-	2,518,419	2,518,419
 <b>Expenditures</b>			
Construction in Progress	-	4,059,837	4,059,837
<b>Total Expenditures</b>	-	4,059,837	4,059,837
 <b>Excess of Revenue Over (Under) Expenditures</b>		<b>(1,541,419)</b>	
 <b>Other Financing Sources and (Uses)</b>			
Transfer In		3,636	
Transfer Out			
<b>Total Other Financing Sources and (Uses)</b>		<b>3,636</b>	
 <b>Net Change in Fund Balance</b>		<b>(1,537,782)</b>	
Fund Balance - Beginning		959,793	
 <b>Fund Balance - Ending</b>		<b>\$ (577,989)</b>	



**Seminole Palms  
Community Development District  
Bank Reconciliation - General Fund  
For the Period Ending 11/30/2023**

Balance per Bank Statement	\$	297.85
Plus: Outstanding Deposits		-
Less: Outstanding Checks		-
Adjusted Bank Balance	<u>\$</u>	<u>297.85</u>
Beginning Bank Balance per Books	\$	297.85
Cash Receipts		-
Cash Disbursements		-
Balance per Books	<u>\$</u>	<u>297.85</u>

**Seminole Palms CDD  
Check Register  
FY2024**

<b>Date</b>	<b>Number</b>	<b>Name</b>	<b>Memo</b>	<b>Debit</b>	<b>Credit</b>	<b>Balance</b>
<b>9/30/2023</b>			<b>Balance Forward</b>			<b>297.85</b>
10/25/2023	00005845	CRE-KL Seminole Woods Owner LLC		11,285.00		11,582.85
10/27/2023	1041	Egis Insurance Advisors, LLC	General Liability Insurance FY 2024		5,200.00	6,382.85
10/27/2023	1042	Palm Coast Observer	Legal Advertising		85.00	6,297.85
10/27/2023	1043	Vesta District Services			6,000.00	297.85
<b>10/31/2023</b>				<b>11,285.00</b>	<b>11,285.00</b>	<b>297.85</b>
<b>11/30/2023</b>				-	-	<b>297.85</b>
<b>12/31/2023</b>				-	-	<b>297.85</b>

# EXHIBIT 10

## AGREEMENT FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES

**THIS AGREEMENT FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES** (the “**Agreement**”) is made and entered into effective the 4th day of Dec. 2023, by and between:

**Seminole Palms Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Flagler County, Florida, with a mailing address of 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the “**District**”); and

**RS&H, Inc.**, a Florida Corporation, with a mailing address of 10748 Deerwood Park Blvd South, Suite 300, Jacksonville, Florida 32256 (the “**Inspector**”).

### RECITALS

**WHEREAS**, the District requested sealed qualifications to provide construction engineering and inspection (“**CEI**”) services for the District in accordance with sections 190.033 and 287.055, *Florida Statutes*; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide CEI services to the District relating to the Citation Boulevard Extension Project (the “**Project**”); and

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

**WHEREAS**, the District's Board of Supervisors ranked Inspector as the most qualified firm to provide CEI services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Inspector to CEI services; and

**WHEREAS**, Inspector shall serve under the direction of Kimley-Horn and Associates, Inc. (“**District Engineer**”), and will give consultation and advice to District, or District Engineer, during the performance of his or her services.

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

**ARTICLE 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

**ARTICLE 2. SCOPE OF SERVICES.** Inspector hereby agrees to perform the professional construction management and CEI services as needed relating to the Project(s) as described in the Scope of Services attached hereto as **Exhibit A** (“**Services**”).

**ARTICLE 3. STANDARD OF CARE.** The standard of care for all of Inspector’s Services and any additional work performed under this Agreement shall be the care and skill ordinarily used by members of the Inspector’s profession practicing under similar circumstances at the same time and in the same locality (“**Standard of Care**”). Inspector shall be responsible for the technical accuracy of the Services and

documents it provides, including compliance with all applicable federal, state and local laws, regulations, codes and otherwise in compliance with the Standard of Care.

**ARTICLE 4. COMPENSATION.**

- A.** The fee to complete the engineering services shall be based on the hourly rates and proposed budget attached hereto as **Exhibit B**, and shall be inclusive of all labor and expenses, unless otherwise agreed to in writing by the parties hereto. Any request for additional compensation shall be made before commencing the work for which such compensation is requested.
- B.** Inspector shall invoice for Services rendered at the end of each month in direct proportion to the work accomplished. The District shall pay Inspector's invoices within thirty (30) business days of the invoice date or as may be required by Florida's Prompt Payment Act.

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

**ARTICLE 6. OWNERSHIP AND REUSE OF DOCUMENTS. [RESERVED.]**

**ARTICLE 7. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Inspector and paid for on a cost basis.

**ARTICLE 8. BOOKS AND RECORDS.** Inspector shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Inspector for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Inspector.

**ARTICLE 9. [RESERVED.]**

**ARTICLE 10. INSURANCE.**

- A.** Subject to the provisions of this Article, the Inspector shall, at a minimum, maintain throughout the term of this Agreement insurance in the types and with the limits set forth in **Exhibit C**. (NOTE: For purposes of **Exhibit C**, the term CITY shall refer to both the District and the City of Palm Coast, and the term SUPPLIER shall refer to the Inspector.)
- B.** All insurance policies secured by Inspector pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.

- C. The District and the District's officers, supervisors, agents, staff, and representatives, as well as the City of Palm Coast, and its City Council, agents, staff and representatives, shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance or Professional Liability Insurance for which only proof of insurance shall be provided. The Inspector shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
  
- D. If the Inspector fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Inspector shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**ARTICLE 11. CONTINGENT FEE.** The Inspector warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Inspector, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Inspector, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 12. AUDIT.** Records of the Inspector pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Inspector agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Inspector involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Inspector agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

**ARTICLE 13. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Inspector and each of its agents, servants, employees, or anyone directly or indirectly employed by the Inspector, shall exercise the Standard of Care to comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Inspector fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Inspector or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation,

the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**ARTICLE 14. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Inspector and each of its agents, servants, employees, or anyone directly or indirectly employed by Inspector, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services as outlined in Article 3.

**ARTICLE 15. INDEMNIFICATION.** The Inspector agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, staff, and representatives, as well as the City of Palm Coast and its City Council, staff and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Inspector and other persons employed or utilized by the Inspector in the performance of this Agreement, including without limitation the Inspector's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents (\$2,000,000.00) and Inspector shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Inspector agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Inspector agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Inspector and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

**ARTICLE 16. EMPLOYMENT VERIFICATION.** The Inspector agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**ARTICLE 17. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the District and the Inspector agree and acknowledge that the Inspector shall serve as an independent contractor of the District. Neither the Inspector nor employees of the Inspector, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Inspector agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Inspector, if any, in the performance of this Agreement. The Inspector shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Inspector shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

**ARTICLE 18. CONTROLLING LAW.** The Inspector and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Flagler County, Florida.

**ARTICLE 19. NOTICE.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Inspector:** RS&H, Inc.  
10748 Deerwood Park Blvd South, Suite 300  
Jacksonville, Florida 32256  
Attn: Legal Department

**B. If to District:** Seminole Palms Community  
Development District  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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

**ARTICLE 20. PUBLIC RECORDS.** Inspector understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Inspector agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Inspector acknowledges that the designated public records custodian for the District is David McInnes ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Inspector shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Inspector does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Inspector's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Inspector, the Inspector shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE INSPECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO**



**THE INSPECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, [DMCINNES@VESTAPROPERTYSERVICES.COM](mailto:DMCINNES@VESTAPROPERTYSERVICES.COM), 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

**ARTICLE 21. NO THIRD PARTY BENEFITS.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law; provided, however, that the City of Palm Coast, Florida (the "City") shall have third-party rights to enforce its rights hereunder, along with all other rights to which the City is entitled under Article 23 of this Agreement.

**ARTICLE 22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**ARTICLE 23. ASSIGNMENT.** Except as provided otherwise in this Agreement, neither the District nor the Inspector shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Inspector from employing such independent professional associates and consultants as Inspector deems appropriate and consistent with this Agreement. Notwithstanding the foregoing, the District may assign, sublet, and transfer any and all of its rights under or interest in this Agreement to the City without the consent of the Inspector.

**ARTICLE 24. CONSTRUCTION DEFECTS.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

**ARTICLE 25. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Inspector.

**ARTICLE 26. ARM'S LENGTH TRANSACTION.** This Agreement reflects the negotiated agreement of the District and the Inspector, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**ARTICLE 27. INDIVIDUAL LIABILITY.** UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE INSPECTOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**ARTICLE 28. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Inspector. The District or the Inspector may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Inspector receives notification of the intent of the District to terminate the contract, the Inspector shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Inspector shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Inspector's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**ARTICLE 29. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**ARTICLE 30. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Inspector is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels.

**ARTICLE 31. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Inspector in the spaces provided below.

**ARTICLE 32. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**ARTICLE 33. E-VERIFY REQUIREMENTS.** The Inspector shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Inspector shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Inspector has knowingly violated Section 448.091, *Florida Statutes*.

If the Inspector anticipates entering into agreements with a subcontractor for the Services, Inspector will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Inspector shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Inspector has otherwise complied with its obligations hereunder, the District shall promptly notify the Inspector. The Inspector agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Inspector or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

**ARTICLE 34. SCRUTINIZED COMPANIES STATEMENTS.** Inspector certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in

Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Inspector is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**(Remainder of Page Intentionally Left Blank)**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**Attest:**

**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
*Candice Bain*

C6D8BCF88ED4424...

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

\_\_\_\_\_  
Chairperson / Vice Chairperson,  
Board of Supervisors

**RS&H, INC.**

DocuSigned by:  
*William Downey*

F752890E59F4480

\_\_\_\_\_  
Witness

By: William Downey  
Its: Vice President

- EXHIBIT A:** Scope of Services
- EXHIBIT B:** Schedule of Rates AND Proposed Budget

**EXHIBIT A**  
Scope of Services

The Inspector's scope of services shall include:

- Monitor and/or audit the contractor's construction, schedule and quality
- Become familiar with the contract documents and the contractor's operations during the Project
- Observe, check and measure items used in the Project for compliance with the contract documents and technical instructions from the Project Engineer, as well as for compliance with applicable City and other governmental requirements
- Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events
  - Include Project Engineer's instructions are written in the daily report/log
- Attend periodic progress meetings during construction
  
- Receive samples which are required to be furnished at the job site; record date received and from whom; notify Project Engineer of their readiness for examination, record Project Engineer's approval or rejection, and maintain custody of approved samples
  
- Inspect all materials immediately upon their delivery to the site to ensure that they comply with the contract documents and are in a good and acceptable condition
  
- Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor Project Engineer
  - Report to the District and Project Engineer laboratory tests indicating defective materials or other problems
  - Check billings from testing laboratories to see that billings reflect only tests actually requested and performed
  - Maintain a daily log of inspection by testing lab
- Make sure that the required record drawings are accurately marked up as required
  
- Report to the District and the Project Engineer verbally and in writing: (1) poor performance by the contractor, (2) acts prejudicial to the District's interest, and (3) work performed or materials used which are not in conformance with the contract documents
  
- Assist the District and Project Engineer in the final inspection and project acceptance phase
  
- Upon substantial completion, review project documentation (performed by others) including test reports, record drawings, certifications, etc.; assist the Project Engineer with preparation of any final punch list items, and observe and monitor completion of any such items

Inspector shall not have the authority to authorize deviations from the contract documents, avoid conducting any required tests, act as Contractor's field superintendent, approve shop drawings or samples, approve change orders, or otherwise interfere in contractor/subcontractor relationships.

**EXHIBIT B:**  
Inspector's Rates and Proposed Budget

Senior Project Engineer	\$ 252.00
Project Administrator	\$ 168.00
Contract Support Specialist	\$ 98.00
Senior Inspector	\$ 98.00
Inspector	\$ 84.00
Inspector Aide	\$ 70.00

**EXHIBIT C:**  
**Insurance Requirements**

**1. GENERAL.**

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.
- 1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.
- 1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

**2. INSURANCE COMPANY REQUIREMENTS.**

- 2.1. SUPPLIER shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. **COVERAGE.** Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

**3.1. Workers' Compensation/Employer's Liability.**

**A. Workers Compensation Coverage** SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

**B. Employers Liability Coverage**  
 \$500,000.00 (Each Accident)  
 \$500,000.00 (Disease-Each Employee)  
 \$500,000.00 (Disease-Policy Limit)

**3.2. Commercial General Liability.**

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project greater)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

**3.3. Business Auto Policy.**

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

**3.4. Professional Liability:** SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2023

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

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

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 100 Jacksonville FL 32256	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>CONTACT NAME:</b> Lori Duvall CIC</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (904) 565-1952</td> </tr> <tr> <td><b>FAX (A/C, No):</b> (904) 565-2440</td> </tr> <tr> <td><b>E-MAIL ADDRESS:</b> Lori.Duvall@bbrown.com</td> </tr> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Zurich American Insurance Company</td> </tr> <tr> <td><b>INSURER B:</b> American Guarantee and Liability Insurance Company</td> </tr> <tr> <td><b>INSURER C:</b> Travelers Property Casualty Company of America</td> </tr> <tr> <td><b>INSURER D:</b> Continental Insurance Company</td> </tr> <tr> <td><b>INSURER E:</b></td> </tr> <tr> <td><b>INSURER F:</b></td> </tr> </table>	<b>CONTACT NAME:</b> Lori Duvall CIC	<b>PHONE (A/C, No, Ext):</b> (904) 565-1952	<b>FAX (A/C, No):</b> (904) 565-2440	<b>E-MAIL ADDRESS:</b> Lori.Duvall@bbrown.com	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>INSURER A:</b> Zurich American Insurance Company	<b>INSURER B:</b> American Guarantee and Liability Insurance Company	<b>INSURER C:</b> Travelers Property Casualty Company of America	<b>INSURER D:</b> Continental Insurance Company	<b>INSURER E:</b>	<b>INSURER F:</b>	
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<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES** **CERTIFICATE NUMBER:** 23.24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt AI - Prim & Non Contrib <input checked="" type="checkbox"/> Blkt WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO1466409-01	06/28/2023	06/28/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Blkt AI <input checked="" type="checkbox"/> Blkt WOS	Y	Y	BAP1469564-01	06/28/2023	06/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000	
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			see attached	06/28/2023	06/28/2024	EACH OCCURRENCE \$ 29,000,000 AGGREGATE \$ 29,000,000	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	Y	WC0411471-01	06/28/2023	06/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project Name: Seminole Palms CDD - Agreement for Engineering Inspection Services

The Seminole Palms Community Development District and the District's officers, supervisors, agents, staff, and representatives, as well as the City of Palm Coast, and its City Council, agents, staff and representatives, and CRE-KL Seminole Woods Owner, LLC is included as additional insured on a primary and noncontributory basis with respect to the General Liability and Auto policy when required by written contract. Waiver of subrogation in favor of Seminole Palms Community Development District; City of Palm Coast; CRE-KL Seminole Woods Owner, LLC is included with respect to the General Liability, Auto, and Workers' Compensation coverage when required by written contract. 30 day notice of cancellation provided per policy provisions.

**CERTIFICATE HOLDER** **CANCELLATION**

Seminole Palms Community Development District Vesta District Services 250 International Pkwy, Ste 208 Lake Mary FL 32746	<p style="text-align: center;"><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
---	--

**Additional Named Insureds****Other Named Insureds**

REYNOLDS, SMITH AND HILLS ARCHITECTS-ENGINEERS PLAN	Additional Named Insured
REYNOLDS, SMITH AND HILLS CS, INCORPORATED	Additional Named Insured
Reynolds, Smith and Hills, Inc.	Additional Named Insured
RS&H ALABAMA, INC.	Additional Named Insured
RS&H ARCHITECT AND ENGINEER, P.C.	Additional Named Insured
RS&H ARCHITECTS-ENGINEERS-PLANNERS, INC.	Additional Named Insured
RS&H CALIFORNIA, INC.	Additional Named Insured
RS&H COMMERCIAL REALTY, INC.	Additional Named Insured
RS&H IDAHO, P.C.	Additional Named Insured
RS&H ILLINOIS, INC.	Additional Named Insured
RS&H IOWA, P.C.	Additional Named Insured
RS&H MARYLAND, INC.	Additional Named Insured
RS&H MASSACHUSETTS, INC.	Additional Named Insured
RS&H MICHIGAN, INC.	Additional Named Insured
RS&H MISSISSIPPI, P.C.	Additional Named Insured
RS&H MONTANA, P.C.	Additional Named Insured
RS&H NEVADA, INC.	Additional Named Insured
RS&H OHIO, INC.	Additional Named Insured
RS&H OREGON, ARCHITECTS-ENGINEERS-PLANNERS, P.C.	Additional Named Insured
RS&H PENNSYLVANIA, INC.	Additional Named Insured
TSIOUVARAS SIMMONS HOLDERNESS, INC.	Additional Named Insured
RS&H Arkansas Inc	Additional Named Insured

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED RS&H, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

Umbrella - Total Limit \$29,000,000  
 Primary \$9M Policy #AUC-1469558-01 American Guarantee and Liability Insurance Company  
 \$10M XS \$9M Policy #EX-6T35064A-23-NF Travelers Property Casualty Company of America  
 \$10M XS \$19M Policy #7039681430 Continental Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2023

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

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

<b>PRODUCER</b> Greyling Ins Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta GA 30022	<b>CONTACT NAME:</b> Sharon Brubaker <b>PHONE (A/C No. Ext):</b> 770.756.6599 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com  <table style="width: 100%;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A :</b> Lloyd's of London</td> <td>85202</td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A :</b> Lloyd's of London	85202	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
<b>INSURER A :</b> Lloyd's of London	85202														
<b>INSURER B :</b>															
<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> RS&H, Inc. 10748 Deerwood Park Blvd South Jacksonville, FL 80237-0000	RS&HINC														

**COVERAGES**

CERTIFICATE NUMBER: 851629043

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Incl. Pollution			B0146LDUSA2304894	6/28/2023	6/28/2024	Per Claim \$5,000,000 Aggregate \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project Name: Seminole Palms CDD - Agreement for Engineering Inspection Services  
 Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

**CERTIFICATE HOLDER****CANCELLATION**

Seminole Palms Community District Development 250 International Parkway, Suite 208 Lake Mary FL 32746	<p style="text-align: center;"><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p>
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# EXHIBIT 11

**Prepared By:**  
**Jay W. Livingston, Esq.**  
**Livingston & Sword, P.A.**  
**391 Palm Coast Parkway SW #1**  
**Palm Coast, FL 32137**

**JOINT MAINTENANCE EASEMENT AGREEMENT**

THIS JOINT MAINTENANCE EASEMENT AGREEMENT (“Agreement”) is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF PALM COAST, FLORIDA**, a Florida Municipal Corporation, with an address of 160 Lake Avenue, Palm Coast, FL 32164 (“City”), and the **SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o DPFM Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“District”).

**RECITALS**

**WHEREAS**, the City and Kolter Group Acquisitions, LLC (“Kolter”) previously entered into that certain Seminole Palms Impact Fee Prepayment, Citation Boulevard Extension and Land Exchange Agreement, dated on or about October 29, 2021 and recorded in Official Records Book 2726, Page 844 of the Public Records of Flagler County, Florida (“Land Exchange Agreement”);

**WHEREAS**, Kolter assigned certain rights and obligations in the Land Exchange Agreement to the District by virtue of that certain Assignment of Rights dated April 25, 2022;

**WHEREAS**, the rights and obligations in the Land Exchange Agreement assigned to the District include, *inter alia*, the obligation to undertake construction of an extension of Citation Boulevard (“Citation Extension Improvements”);

**WHEREAS**, the City and the District entered into that certain Interlocal Agreement Regarding Citation Boulevard Extension, recorded on July 13, 2022, in Official Records Book 2705, Page 299, of the Public Records of Flagler County, Florida, by which the District accepted an assignment of, generally stated, all of the City rights and obligations for the solicitation and construction of the Citation Extension Improvements pursuant to the Land Exchange Agreement;

**WHEREAS**, the Citation Extension Improvements are being construed on certain real property owned by the City as more particularly described in the attached **EXHIBIT “A”** (“Easement Area”);

**WHEREAS**, after the completion of construction, the City will be the owner of and responsible for the maintenance of the Citation Extension Improvements;

**WHEREAS**, the District desires the right to perform maintenance and repairs within the Easement Area in order to provide a higher level of maintenance service for portions of the Citation Extension Improvements at the District’s cost; and



**WHEREAS**, the City has agreed to grant to the District an easement for the purposes stated herein;

**NOW, THEREFORE**, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated by this reference as a material part of this Agreement.

2. **JOINT MAINTENANCE EASEMENT.** The City hereby grants to the District a non-exclusive easement over, upon, under, through and across the Easement Area for ingress and egress for maintenance, repair and replacement of a portion of the Citation Extension Improvements, including, all stormwater ponds and connection pipes, sidewalks, hardscape improvements, lighting improvements, landscape improvements and irrigation infrastructure within the Easement Area. The easement granted herein specifically excludes maintenance of any roadways, curbs, and utility facilities. The District shall use all due care to protect the Easement Area and Citation Extension Improvements from damage resulting from the District's use of the Easement Area.

3. **DAMAGES.** In the event that the District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, the District, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **INSURANCE.** The District or any contractors performing work for the District on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the City, and its employees and representatives, as insured, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. **INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, the District shall indemnify and hold harmless the City, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorney's fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Agreement or use of

the Easement Area by the District, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

6. **SOVEREIGN IMMUNITY.** The City agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

7. **LIENS.** The District shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other City property in connection with the exercise of its rights hereunder.

8. **EXERCISE OF RIGHTS.** Nothing herein shall be construed to limit in any way the City's rights to (i) construct and maintain in the Easement Area any structures or other improvements; (ii) maintain, repair and replace the Citation Extension Improvements; and (iii) to use the Easement Area, or allow the use of the Easement Area by others, in common with the District, its successors and assigns.

9. **DEFAULT.** A default by the City or the District under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

10. **ENFORCEMENT.** In the event that the City or the District seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution or appellate proceedings.

11. **NOTICES.** Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have specified by written notice to the other party delivered in accordance herewith. The City has designated an individual within City staff ("CDD Coordinator") as the recipient of all notices to be transmitted to the City as described herein. The District may deliver such notices to the CDD Coordinator by electronic mail (email), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the City:	City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164 Attn: City Manager
-----------------	--

If to the District:	Seminole Palms Community Development District c/o 250 International Parkway, Suite 209 Lake Mary, Florida 32746 Attn: District Manager
---------------------	---



With a copy to:

Kutak Rock  
107 W College Ave  
Tallahassee, Florida 32301  
Attn: Jere Earlywine

12. **THIRD PARTIES.** This Agreement is solely for the benefit of the City and the District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the City and the District any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The City shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the City's right to protect its rights from interference by a third party.

13. **ASSIGNMENT.** Neither of the parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the parties absent the written consent of the other party shall be void and unenforceable.

14. **CONTROLLING LAW; VENUE.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in the County in which the District is located, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

15. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

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

17. **BINDING EFFECT.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, transferees, and licensees.

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

19. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by and instrument in writing which is executed by both the City and the District.

20. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

21. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date first written above.

22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the City and the District caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

CITY OF PALM COAST, FLORIDA

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

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

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

Denise Bevan, City Manager

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

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

ATTEST:

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

Kaley Cook, City Clerk

(SEAL)

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Denise Bevan, City Manager, of the City of Palm Coast, on its behalf. He/she \_\_\_ is personally known to me or \_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida



WITNESSES:

SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT

By: Derek A. Moses sr

Print Name: Derek A. Moses sr

By: Zane Kordic

Print Name: Zane Kordic

By: J. Frye

Name: JUSTIN FRYE

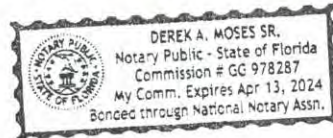
Title: CHAIRMAN

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of X physical presence or     online notarization, this 3 day of JAN, 2024, by Justin Frye, who is the Chairman of the Seminole Palms Community Development District on behalf of the District. He/she is either     personally known to me or     produced Drivers Lic as identification.

Derek A. Moses sr  
Notary Public, State of Florida



**EXHIBIT "A"**

**EASEMENT AREA  
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 20, AND 21, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N 53°30'00" E, 1142.49 FEET TO A POINT ON A LINE OF UNPLATTED LANDS DESCRIBED IN O.R.B. 2013, PAGE 589, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N 74°35'46" E, 10.90 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE N 53°01'58" E, 39.91 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 734.00 FEET, A CENTRAL ANGLE OF 38°38'06" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 72°21'01" E, 485.62 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 494.94 FEET; THENCE S 88°19'56" E, 257.43 FEET TO A POINT OF CURVATURE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 17°01'17" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 83°09'25" E, 387.75 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 389.18 FEET; THENCE N 74°38'46" E, 751.49 FEET TO A POINT OF CURVATURE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 21°11'45" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 64°02'53" E, 389.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 392.14 FEET; THENCE N 53°27'01" E, 445.25 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 734.00 FEET, A CENTRAL ANGLE OF 35°37'26" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 71°15'44" E, 449.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 456.37 FEET; THENCE N 89°04'27" E, 102.58 FEET TO A POINT OF CURVATURE CONCAVE NORTHERLY, HAVING A RADIUS 1395.00 FEET, A CENTRAL ANGLE OF 13°44'50" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 82°12'02" E, 333.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 334.71 FEET; THENCE N 03°27'46" E, 14.72 FEET; THENCE N 72°56'25" E, 233.44 FEET; THENCE N 17°58'27" E, 55.20 FEET; THENCE N 06°15'12" W, 72.27 FEET; THENCE N 05°51'41" W, 53.57 FEET; THENCE N 02°04'10" E, 57.76 FEET; THENCE N 12°25'53" E, 44.12 FEET; THENCE N 27°28'48" E, 63.05 FEET; THENCE N 23°34'44" E, 59.11 FEET; THENCE N 16°48'29" E, 18.65 FEET; THENCE S 19°06'24" E, 24.87 FEET; THENCE S 37°28'26" E, 64.41 FEET; THENCE S 57°42'05" E, 27.21 FEET; THENCE S 02°32'58" W, 16.38 FEET; THENCE S 16°54'50" E, 42.01 FEET; THENCE S 15°08'40" E, 42.45 FEET; THENCE S 01°08'35" W, 38.04 FEET; THENCE S 12°59'27" W, 55.34 FEET; THENCE S 19°40'34" W, 50.02 FEET; THENCE S 23°01'17" E, 32.91 FEET; THENCE N 81°41'23" E, 66.58 FEET; THENCE N 64°29'22" E, 32.48 FEET; THENCE N 72°36'25" E, 24.92 FEET; THENCE S 76°29'06" E, 27.88 FEET; THENCE N 72°56'25" E, 29.04 FEET; THENCE N 55°58'00" E, 26.29 FEET; THENCE N 89°57'15"

E, 26.23 FEET; THENCE N 72°56'25" E, 17.72 FEET; THENCE N 07°56'29" W, 10.13 FEET; THENCE N 72°56'25" E, 503.72 FEET; THENCE S 17°05'11" E, 100.00 FEET; THENCE S 72°56'25" W, 500.86 FEET; THENCE N 17°03'35" W, 10.00 FEET; THENCE S 72°56'25" W, 88.08 FEET; THENCE S 17°03'35" E, 15.00 FEET; THENCE S 72°56'25" W, 96.46 FEET; THENCE N 15°32'19" W, 15.01 FEET; THENCE S 72°56'25" W, 287.15 FEET; THENCE S 17°03'35" E, 15.00 FEET; THENCE S 72°56'25" W, 262.11 FEET; THENCE S 23°08'22" W, 20.45 FEET; THENCE S 74°32'21" W, 42.09 FEET; THENCE S 06°27'25" W, 42.56 FEET; THENCE S 34°37'35" W, 37.45 FEET; THENCE S 59°22'21" W, 57.74 FEET; THENCE S 89°01'51" W, 261.04 FEET; THENCE N 10°28'36" W, 53.37 FEET; THENCE N 32°04'59" W, 46.31 FEET; THENCE S 79°40'50" W, 91.71 FEET; THENCE S 89°24'49" W, 60.24 FEET; THENCE S 58°15'31" W, 41.61 FEET; THENCE S 55°41'09" W, 81.35 FEET; THENCE S 24°37'02" E, 51.43 FEET; THENCE S 02°06'13" W, 30.78 FEET; THENCE S 69°19'56" W, 53.27 FEET; THENCE S 67°21'11" W, 59.73 FEET; THENCE S 61°44'49" W, 62.69 FEET; THENCE S 02°23'33" E, 5.90 FEET; THENCE N 88°51'02" W, 56.97 FEET; THENCE S 47°52'42" W, 72.92 FEET; THENCE S 00°57'39" E, 69.04 FEET; THENCE N 86°44'57" E, 58.71 FEET; THENCE S 25°31'47" E, 13.92 FEET; THENCE S 82°19'14" E, 49.24 FEET; THENCE S 16°32'41" E, 29.01 FEET; THENCE N 71°42'04" W, 60.26 FEET; THENCE S 32°27'07" W, 81.16 FEET; THENCE S 01°03'12" W, 35.89 FEET; THENCE S 69°07'00" W, 14.53 FEET; THENCE N 69°50'09" W, 38.95 FEET; THENCE S 49°53'21" W, 38.14 FEET; THENCE S 66°05'01" W, 41.59 FEET; THENCE S 21°26'20" E, 43.97 FEET; THENCE S 41°55'06" W, 59.87 FEET; THENCE S 39°54'53" E, 63.34 FEET; THENCE S 81°24'07" W, 5.25 FEET; THENCE S 22°53'30" W, 73.22 FEET; THENCE S 11°24'15" E, 44.40 FEET; THENCE S 30°54'23" W, 38.44 FEET; THENCE S 51°41'11" W, 38.66 FEET; THENCE S 43°00'50" W, 52.23 FEET; THENCE S 31°37'01" W, 55.15 FEET; THENCE S 32°56'18" W, 38.90 FEET; THENCE S 32°54'11" W, 49.26 FEET; THENCE S 12°59'21" E, 16.02 FEET; THENCE S 66°55'25" W, 43.77 FEET; THENCE S 54°22'11" W, 21.22 FEET; THENCE N 52°14'14" W, 31.16 FEET; THENCE N 37°35'01" W, 18.20 FEET; THENCE N 07°26'11" E, 61.53 FEET; THENCE S 84°42'27" W, 107.90 FEET; THENCE S 36°02'32" W, 51.81 FEET; THENCE S 87°59'59" W, 43.00 FEET; THENCE S 31°41'46" W, 52.51 FEET; THENCE N 70°33'59" W, 22.07 FEET; THENCE N 18°01'04" W, 48.57 FEET; THENCE N 05°18'11" W, 54.87 FEET; THENCE N 36°49'15" W, 69.90 FEET; THENCE N 10°10'10" W, 31.92 FEET; THENCE S 85°57'58" E, 53.44 FEET; THENCE N 08°12'25" E, 62.57 FEET; THENCE N 79°18'02" W, 78.42 FEET; THENCE N 85°42'30" W, 72.48 FEET; THENCE N 82°46'45" W, 60.14 FEET; THENCE N 72°56'35" W, 40.40 FEET; THENCE N 19°36'56" W, 73.49 FEET; THENCE N 85°24'38" W, 89.94 FEET; THENCE S 47°54'34" W, 34.79 FEET; THENCE S 76°35'06" W, 66.59 FEET; THENCE S 49°20'21" W, 88.86 FEET; THENCE S 45°06'01" W, 65.25 FEET; THENCE S 32°02'58" W, 38.96 FEET; THENCE N 89°48'16" W, 41.19 FEET; THENCE S 66°16'29" W, 94.75 FEET; THENCE N 89°05'10" W, 48.54 FEET; THENCE N 78°51'44" W, 82.57 FEET; THENCE N 73°34'00" W, 50.25 FEET; THENCE N 75°39'50" W, 50.10 FEET; THENCE N 03°44'32" W, 23.29 FEET; THENCE S 89°16'35" W, 46.31 FEET; THENCE N 88°19'56" W, 451.29 FEET; THENCE S 72°42'09" W, 289.25 FEET; THENCE S 53°44'14" W, 40.91 FEET; THENCE N 74°35'46" W, 120.41 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED AREA CONTAINS 21.12 ACRES, MORE OR LESS.

# EXHIBIT 12



## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Fortiline – Dan Payne

ADDRESS: 26892 Hwy Ave., Jacksonville, Florida 32254

TELEPHONE NUMBER: (904) 568-3019 / dan.payne@fortiline.com

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

**See attached**

3. Quantity needed as estimated by CONTRACTOR. **See attached**

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

**\$ See attached**

5. The sales tax associated with the price quote. **\$0**

6. Shipping and handling insurance cost. **\$ See attached**

7. Delivery dates as established by Contractor. **See attached**

OWNER: **Seminole Palms Community Development District**

DocuSigned by:  
*Candice Smith*  
C6D8BCF88ED4424...  
Authorized Signature (Title)

7/17/23

Date

CONTRACTOR: **Pipeline Constructors, Inc.**

*Quida Brown*  
Authorized Signature (Title)

7-12-2023

Date

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

**PURCHASE ORDER**  
**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Seminole Palms Community Development District	Seller:	Fortiline Waterworks
Address:	c/o Vesta Property Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746	Address:	6892 Highway Ave Jacksonville, Florida 32254
Phone:	321-263-0132 x. 193	Phone:	(386) 256-5485

"Project"			
Project Name:	Citation Boulevard Extension Project (Site Work)	Contract Date:	February 6, 2023, assigned on March 31, 2023
Project Address:	Seminole Palms CDD		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.  
**Schedule** – The Goods shall be delivered within \_\_\_\_\_ days from the date of this Order.

**Price** – \$ \_\_\_\_\_

**Certificate of Exemption** # 85-8018629966C-2

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

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

Owner

By: DocuSigned by:

Name: Candice Smith

Title: Chairman

Date Executed: 7/17/23

**FORTILINE WATERWORKS**

Seller

By:

Name: M. M. W. By

Title: BRANCH MANAGER

Date Executed: 7/11/23

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions



**EXHIBIT A**  
**VENDOR PROPOSAL**

# QUOTE



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in lieu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
231872	FORTILINE JACKSONVILLE	6360003	7/05/23	1

CUSTOMER
SEMINOLE PALMS CDD 250 INTERNATIONAL PKWY SUITE 208 LAKE MARY, FL 32746

PROJECT INFORMATION
SEMINOLE PALMS-OFFSITE 6-15-23 - DP

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			<p>***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****</p> <p>***** *****</p> <p>FORTILINE WATERWORKS DAYTONA BRANCH 952 BIG TREE ROAD SOUTH DAYTONA, FL 32119 PH: 386-256-5485 FA: 386-281-5241</p> <p>DATE:4/17/23</p> <p>JOB NAME:SEMINOLE PALMS-OFFSITE</p> <p>LOCATION:PALM COAST</p> <p>SPECS:PALM COAST</p> <p>ENG:KIMLEY HORN</p> <p>DATE ON PLANS:3/3/23</p> <p>*****</p> <p>OUTSIDE SALES: DAN PAYNE</p> <p>CELL: (904) 568-3019 DAN.PAYNE@FORTILINE.COM</p>		

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS-OFFSITE 6-15-23 - D	6360003	7/05/23	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			INSIDE SALES:		
			***** *****		
			6-8-23 - UPDATED PER SLEEVING PLAN AND BEST GUESS FOR THE 4" REUSE METER ASSEMBLY MATERIALS - (PALM COAST METER BOX/VAULT NOT CLEAR)		
			RCP STORM PIPE BY OTHERS		
			***** SLEEVE MATERIALS *****		
			***SLEEVE A MATERIALS*** 2 RUNS EACH W/ 6",4",4",2" SCH 40 PVC, CAPS AND MARKERS		
630	140	FT	6" SCH40 PVC PIPE BE	10.1100	1,415.40
640	280	FT	4" SCH40 PVC PIPE BE	4.9000	1,372.00
650	140	FT	2" SCH40 PVC PIPE BE	2.7700	387.80
660	4	EA	6" SCH40 PVC CAP H	21.0000	84.00
670	8	EA	4" SCH40 PVC CAP H	10.0000	80.00
680	4	EA	2" SCH40 PVC CAP H	2.0000	8.00
690	16	EA	RECLAIM BALL MARKER 1408-XR	20.0000	320.00
			Section Sub-total:		3,667.20
			***SLEEVE B MATERIALS*** 13 RUNS EACH W/ 6",2" SCH 40 PVC, CAPS AND MARKERS		
750	760	FT	6" SCH40 PVC PIPE BE	10.1100	7,683.60
760	760	FT	2" SCH40 PVC PIPE BE	2.7700	2,105.20
770	26	EA	6" SCH40 PVC CAP H	21.0000	546.00
780	26	EA	2" SCH40 PVC CAP H	2.0000	52.00
790	52	EA	RECLAIM BALL MARKER 1408-XR	20.0000	1,040.00
			Section Sub-total:		11,426.80
			MISC. GLUE/PRIMER		
830	4	EA	QUART RAIN-R-SHINE MED CEMENT OATEY	25.0000	100.00
840	4	EA	QUART PURPLE PRIMER CLEANER OATEY	17.0000	68.00
			Section Sub-total:		168.00
			***** FORCEMAIN *****		
900	2920	FT	8" C900 DR18 PIPE GREEN	24.0600	70,255.20
910	54	EA	8" BELL REST C900/DI PV-LOK	110.0000	5,940.00
920	2940	FT	6" C900 DR18 PIPE GREEN	14.0300	41,248.20
930	20	FT	4" C900 DR18 PIPE GREEN	7.5200	150.40
940	32	EA	6" BELL REST C900/DI PV-LOK	66.0000	2,112.00
950	6000	FT	10AWG CC WIRE GREEN 500' ROLL	.2500	1,500.00
960	6	EA	3X1000 FORCE MAIN DET TAPE GRN	45.0000	270.00

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CUSTOMER NO	JOB NAME		QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS-OFFSITE 6-15-23 - D		6360003	7/05/23	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Section Sub-total:</b>					<b>121,475.80</b>
<b>***DIRECTIONAL DRILL***</b>					
990	160	FT	8" DR11 HDPE DIPS GREEN STRIPE	18.7900	3,006.40
1000	2	EA	8" DR11 DIPS HDPEX MJ ADAPTER LESS STIFFENER, WITH KIT	146.0000	292.00
1010	2	EA	8" MJ 45 P401 C153	541.0000	1,082.00
1020	2	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	130.00
1030	2	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	46.00
1040	500	FT	10AWG HDD-CCS WIRE BLUE 500'	.7000	350.00
<b>Section Sub-total:</b>					<b>4,906.40</b>
<b>***12X8 WET TAP(1)***</b>					
1070	1	EA	12X8 432 TAP SLV 13.10-13.50 432-1320X8 JCM	1,979.0000	1,979.00
1080	1	EA	8" MJ TV O/L T2361-19 316SS B&N, EPDM WEDGE & 304SS STEM	1,989.0000	1,989.00
1090	1	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	65.00
1100	1	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	23.00
1110	1	EA	461S VB COMP SCREW 18"X24"	85.0000	85.00
1120	1	EA	5-1/4 VB LID M/SEWER	30.0000	30.00
1130	1	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	30.00
1140	1	EA	3" BRS VLV MARKER	20.0000	20.00
<b>Section Sub-total:</b>					<b>4,221.00</b>
<b>***FITTINGS***</b>					
1170	2	EA	8" MJ LONG SLEEVE P401 C153	598.0000	1,196.00
1180	30	EA	8" MJ 45 P401 C153	541.0000	16,230.00
1190	3	EA	8" MJ 11-1/4 P401 C153	519.0000	1,557.00
1200	1	EA	8"X6" MJ REDUCER P401 C153	478.0000	478.00
1210	1	EA	8"X4" MJ TEE P401 C153	614.0000	614.00
1220	2	EA	6" MJ TEE P401 C153	517.0000	1,034.00
1230	14	EA	6" MJ 45 P401 C153	392.0000	5,488.00
1240	2	EA	6" MJ 11-1/4 P401 C153	384.0000	768.00
1250	1	EA	6" MJ PLUG P401 C153	313.0000	313.00
1260	73	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	4,745.00
1270	73	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	1,679.00
1280	38	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	1,672.00
1290	38	EA	6" MJ REGULAR ACC LESS GLAND	21.0000	798.00
1300	1	EA	4" ONE-LOK MJ REST PVC SLCE4	36.0000	36.00
1310	1	EA	4" MJ REGULAR ACC LESS GLAND	15.0000	15.00
<b>Section Sub-total:</b>					<b>36,623.00</b>
<b>***8" PLUG VALVE ASSY(6)***</b>					
1340	6	EA	8" MJ PLUG VLV	1,557.0000	9,342.00
1350	12	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	780.00
1360	12	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	276.00
1370	6	EA	461S VB COMP SCREW 18"X24"	85.0000	510.00
1380	6	EA	5-1/4 VB LID M/SEWER	30.0000	180.00
1390	6	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	180.00
1400	6	EA	3" BRS VLV MARKER	20.0000	120.00
<b>Section Sub-total:</b>					<b>11,388.00</b>
<b>***6" PLUG VALVE ASSY(5)***</b>					
1430	5	EA	6" MJ PLUG VLV	1,060.0000	5,300.00
1440	10	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	440.00
1450	10	EA	6" MJ REGULAR ACC LESS GLAND	21.0000	210.00
1460	5	EA	461S VB COMP SCREW 18"X24"	85.0000	425.00
1470	5	EA	5-1/4 VB LID M/SEWER	30.0000	150.00

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS-OFFSITE 6-15-23 - D	6360003	7/05/23	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1480	5	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	150.00
1490	5	EA	3" BRS VLV MARKER	20.0000	100.00
Section Sub-total:					6,775.00
***4" PLUG VALVE ASSY(1)***					
1520	1	EA	4" MJ PLUG VLV	439.0000	439.00
1530	2	EA	4" ONE-LOK MJ REST PVC SLCE4	36.0000	72.00
1540	2	EA	4" MJ REGULAR ACC LESS GLAND	15.0000	30.00
1550	1	EA	461S VB COMP SCREW 18"X24"	85.0000	85.00
1560	1	EA	5-1/4 VB LID M/SEWER	30.0000	30.00
1570	1	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	30.00
1580	1	EA	3" BRS VLV MARKER	20.0000	20.00
Section Sub-total:					706.00
***ARV ASSY(12)***					
1610	12	EA	8X2 IP 306 SS SDL 8.63-9.05	221.0000	2,652.00
1620	12	EA	2"X4" SS NIPPLE 316	22.0000	264.00
1630	12	EA	2" BALL VALVE 316SS V108-32	74.0000	888.00
1640	12	EA	2" ARV SHORT NYLON THD PLASTIC D025TP02	1,262.0000	15,144.00
1650	12	EA	CDR A13-3636-48 402 BOX TRAFFIC RATED, MARKED FORCEMAIN	5,020.0000	60,240.00
Section Sub-total:					79,188.00
***LIFTSTATION BY OTHERS***					
*****					
WATER					
*****					
1740	6460	FT	12" C900 DR18 PIPE BLUE	50.8300	328,361.80
1750	130	EA	12" BELL REST C900/DI PV-LOK	209.0000	27,170.00
1760	80	FT	8" C900 DR18 PIPE BLUE	24.0600	1,924.80
1770	1	EA	8" BELL REST C900/DI PV-LOK	110.0000	110.00
1780	200	FT	6" C900 DR18 PIPE BLUE	14.0300	2,806.00
1790	6	EA	6" BELL REST C900/DI PV-LOK	66.0000	396.00
1800	7000	FT	10AWG CC WIRE BLUE 500' ROLL	.2500	1,750.00
1810	7	EA	3"X1000' WATER DETECTOR TAPE	45.0000	315.00
Section Sub-total:					362,833.60
***12X12 WET TAP***					
1840	1	EA	12X12 432 TAP SLV 12.62-12.88	2,789.0000	2,789.00
1850	1	EA	432-1275X12 JCM 12" MJ TV O/L T2361-19 316SS B&N, EPDM WEDGE & 304SS STEM	4,530.0000	4,530.00
1860	1	EA	12" ONE-LOK MJ REST PVC SLCE12	128.0000	128.00
1870	1	EA	12" MJ REGULAR ACC LESS GLAND	34.0000	34.00
1880	1	EA	461S VB COMP SCREW 18"X24"	85.0000	85.00
1890	1	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	30.00
1900	1	EA	3" BRS VLV MARKER	20.0000	20.00
Section Sub-total:					7,616.00
***CONNECT TO EXISTING***					
1930	1	EA	16"X12" MJ REDUCER C153	409.0000	409.00
1940	1	EA	16" ONE-LOK MJ REST PVC SLCE16	284.0000	284.00
1950	1	EA	16" MJ REGULAR ACC LESS GLAND	51.0000	51.00
1960	1	EA	12" ONE-LOK MJ REST PVC SLCE12	128.0000	128.00
1970	1	EA	12" MJ REGULAR ACC LESS GLAND	34.0000	34.00

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CUSTOMER NO	JOB NAME		QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS-OFFSITE 6-15-23 - D		6360003	7/05/23	5

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Section Sub-total:</b>					906.00
<b>***TEMP JUMPERS***</b>					
2000	1	EA	16X2 IP 202NS SDL 17.40	208.0000	208.00
2010	3	EA	12X2 IP 202NS SDL 12.00-13.20	152.0000	456.00
2020	4	EA	2" BALL CORP MIPXFIP B-20046N LOW LEAD	349.0000	1,396.00
2030	8	EA	2" ADPT PJCXMIP P-15428N LOW LEAD	114.0000	912.00
2040	4	EA	2" BRASS PLUG CORED NO LEAD	16.0000	64.00
<b>Section Sub-total:</b>					3,036.00
<b>***FITTINGS***</b>					
2070	4	EA	12" MJ 90 C153	381.0000	1,524.00
2080	44	EA	12" MJ 45 C153	315.0000	13,860.00
2090	10	EA	12" MJ 11-1/4 C153	258.0000	2,580.00
2100	3	EA	12"X8" MJ TEE C153	413.0000	1,239.00
2110	3	EA	12"X6" MJ TEE C153	359.0000	1,077.00
2120	1	EA	12"X6" MJ CROSS C153	436.0000	436.00
2130	1	EA	12" MJ PLUG C153	169.0000	169.00
2140	1	EA	8"X6" MJ TEE C153	220.0000	220.00
2150	2	EA	8" MJ 45 C153	146.0000	292.00
2160	2	EA	8" MJ PLUG C153	98.0000	196.00
2170	1	EA	8"X2" MJ TAPT CAP C153	113.0000	113.00
2180	2	EA	6" MJ 90 C153	124.0000	248.00
2190	6	EA	6" MJ 45 C153	101.0000	606.00
2200	3	EA	6" MJ PLUG C153	67.0000	201.00
2210	130	EA	12" ONE-LOK MJ REST PVC SLCE12	128.0000	16,640.00
2220	130	EA	12" MJ REGULAR ACC LESS GLAND	34.0000	4,420.00
2230	10	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	650.00
2240	10	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	230.00
2250	22	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	968.00
2260	22	EA	6" MJ REGULAR ACC LESS GLAND	21.0000	462.00
<b>Section Sub-total:</b>					46,131.00
<b>***12" GATE VALVE ASSY(15)***</b>					
2290	15	EA	12" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	3,015.0000	45,225.00
2300	30	EA	12" ONE-LOK MJ REST PVC SLCE12	128.0000	3,840.00
2310	30	EA	12" MJ REGULAR ACC LESS GLAND	34.0000	1,020.00
2320	15	EA	461S VB COMP SCREW 18"X24"	85.0000	1,275.00
2330	15	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	450.00
2340	15	EA	3" BRS VLV MARKER	20.0000	300.00
<b>Section Sub-total:</b>					52,110.00
<b>***8" GATE VALVE ASSY(3)***</b>					
2370	3	EA	8" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	1,528.0000	4,584.00
2380	6	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	390.00
2390	6	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	138.00
2400	3	EA	461S VB COMP SCREW 18"X24"	85.0000	255.00
2410	3	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	90.00
2420	3	EA	3" BRS VLV MARKER	20.0000	60.00
<b>Section Sub-total:</b>					5,517.00
<b>***6" GATE VALVE ASSY(3)***</b>					
2450	3	EA	6" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	960.0000	2,880.00
2460	6	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	264.00

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231872	SEMINOLE PALMS-OFFSITE 6-15-23 - D		6360003	7/05/23	6
LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2470	6	EA	6" MJ REGULAR ACC LESS GLAND	21.0000	126.00
2480	3	EA	461S VB COMP SCREW 18"X24"	85.0000	255.00
2490	3	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	90.00
2500	3	EA	3" BRS VLV MARKER	20.0000	60.00
Section Sub-total:					3,675.00
***HYDRANT ASSY(3)***					
2530	3	EA	6" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	960.0000	2,880.00
2540	3	EA	461S VB COMP SCREW 18"X24"	85.0000	255.00
2550	3	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	90.00
2560	3	EA	3" BRS VLV MARKER	20.0000	60.00
2570	3	EA	5-1/4VO HYD 4'0" PT ORG A423 6MJ O/L L/ACC-YEL	2,700.0000	8,100.00
2580	3	EA	BLUE HYDRANT PAVEMENT MARKER	5.0000	15.00
2590	6	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	264.00
2600	9	EA	6" MJ REGULAR ACC LESS GLAND	21.0000	189.00
Section Sub-total:					11,853.00
***** REUSE *****					
2660	6180	FT	16" C900 DR18 PIPE PURPLE	90.2800	557,930.40
2670	160	EA	16" BELL REST C900/DI PV-LOK	483.0000	77,280.00
2680	80	FT	8" C900 DR18 PIPE PURPLE	24.0600	1,924.80
2690	3	EA	8" BELL REST C900/DI PV-LOK	110.0000	330.00
2700	120	FT	6" C900 DR18 PIPE PURPLE	15.0600	1,807.20
2710	2	EA	6" BELL REST C900/DI PV-LOK	66.0000	132.00
2720	160	FT	4" C900 DR18 PIPE PURPLE	6.8600	1,097.60
2730	4	EA	4" BELL REST C900/DI PV-LOK	53.0000	212.00
2740	7	EA	3"X1000' RECLAIM DET TAPE PURP	45.0000	315.00
2750	7000	FT	10AWG CC WIRE PURPLE 500' ROLL	.2500	1,750.00
Section Sub-total:					642,779.00
***16X16 WET TAP***					
2780	1	EA	16X16 452 TAP SLV 17.33-17.87 452-1740X16 JCM	5,215.0000	5,215.00
2790	1	EA	16" MJ TV O/L T2361-19 L/ACC	8,056.0000	8,056.00
2800	1	EA	16" ONE-LOK MJ REST PVC SLCE16	284.0000	284.00
2810	1	EA	16" MJ REGULAR ACC LESS GLAND	51.0000	51.00
2820	1	EA	461S VB COMP SCREW 18"X24"	85.0000	85.00
2830	1	EA	5-1/4 VB LID M/REUSE	30.0000	30.00
2840	1	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	30.00
2850	1	EA	3" BRS VLV MARKER	20.0000	20.00
Section Sub-total:					13,771.00
***FILL SADDLES***					
2880	2	EA	16X2 IP 202NS SDL 17.40	208.0000	416.00
2890	2	EA	2" BALL CORP MIPXFIP B-20046N LOW LEAD	349.0000	698.00
2900	4	EA	2" ADPT PJCXMIP P-15428N LOW LEAD	114.0000	456.00
2910	2	EA	2" BRASS PLUG CORED NO LEAD	16.0000	32.00
Section Sub-total:					1,602.00
***FITTINGS***					
2940	54	EA	16" MJ 45 C153	616.0000	33,264.00

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

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After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

CUSTOMER NO	JOB NAME		QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS-OFFSITE 6-15-23 - D		6360003	7/05/23	7

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2950	8	EA	16" MJ 11-1/4 C153	625.0000	5,000.00
2960	1	EA	16" MJ PLUG C153	443.0000	443.00
2970	1	EA	16"X8" MJ TEE C153	800.0000	800.00
2980	2	EA	16"X6" MJ TEE C153	737.0000	1,474.00
2990	2	EA	16"X4" MJ TEE C153	1,357.0000	2,714.00
3000	1	EA	16X4 MJ CROSS C153	1,934.0000	1,934.00
3010	1	EA	8" MJ PLUG C153	98.0000	98.00
3020	4	EA	6" MJ 45 C153	101.0000	404.00
3030	2	EA	6"X2" MJ TAPT CAP C153	81.0000	162.00
3040	8	EA	4" MJ 45 C153	63.0000	504.00
3050	4	EA	4" MJ PLUG C153	36.0000	144.00
3060	136	EA	16" ONE-LOK MJ REST PVC SLCE16	284.0000	38,624.00
3070	136	EA	16" MJ REGULAR ACC LESS GLAND	51.0000	6,936.00
3080	1	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	65.00
3090	1	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	23.00
3100	12	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	528.00
3110	12	EA	6" MJ REGULAR ACC LESS GLAND	21.0000	252.00
3120	20	EA	4" ONE-LOK MJ REST PVC SLCE4	36.0000	720.00
3130	20	EA	4" MJ REGULAR ACC LESS GLAND	15.0000	300.00
<b>Section Sub-total:</b>					<b>94,389.00</b>
<b>***16" GATE VALVE ASSY(15)***</b>					
3160	15	EA	16" MJ GV OL A2361-23 W/BEVEL GEAR L/ACC	7,074.0000	106,110.00
3170	30	EA	16" ONE-LOK MJ REST PVC SLCE16	284.0000	8,520.00
3180	30	EA	16" MJ REGULAR ACC LESS GLAND	51.0000	1,530.00
3190	15	EA	461S VB COMP SCREW 18"X24"	85.0000	1,275.00
3200	15	EA	5-1/4 VB LID M/REUSE	30.0000	450.00
3210	15	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	450.00
3220	15	EA	3" BRS VLV MARKER	20.0000	300.00
<b>Section Sub-total:</b>					<b>118,635.00</b>
<b>***8" GATE VALVE ASSY(1)***</b>					
3250	1	EA	8" MJ GV O/L A2361-23 L/ACC W/304SS STEM & EPDM DISC	1,528.0000	1,528.00
3260	2	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	130.00
3270	2	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	46.00
3280	1	EA	461S VB COMP SCREW 18"X24"	85.0000	85.00
3290	1	EA	5-1/4 VB LID M/REUSE	30.0000	30.00
3300	1	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	30.00
3310	1	EA	3" BRS VLV MARKER	20.0000	20.00
<b>Section Sub-total:</b>					<b>1,869.00</b>
<b>***6" GATE VALVE ASSY(2)***</b>					
3340	2	EA	6" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	960.0000	1,920.00
3350	4	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	176.00
3360	4	EA	6" MJ REGULAR ACC LESS GLAND	21.0000	84.00
3370	2	EA	461S VB COMP SCREW 18"X24"	85.0000	170.00
3380	2	EA	5-1/4 VB LID M/REUSE	30.0000	60.00
3390	2	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	60.00
3400	2	EA	3" BRS VLV MARKER	20.0000	40.00
<b>Section Sub-total:</b>					<b>2,510.00</b>
<b>***4" GATE VALVE ASSY(4)***</b>					
3430	4	EA	4" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	753.0000	3,012.00
3440	8	EA	4" ONE-LOK MJ REST PVC SLCE4	36.0000	288.00
3450	8	EA	4" MJ REGULAR ACC LESS GLAND	15.0000	120.00
3460	4	EA	461S VB COMP SCREW 18"X24"	85.0000	340.00

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CUSTOMER NO		JOB NAME		QUOTE NO	QUOTE DATE	PAGE
231872		SEMINOLE PALMS-OFFSITE 6-15-23 - D		6360003	7/05/23	8

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3470	4	EA	5-1/4 VB LID M/REUSE	30.0000	120.00
3480	4	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	120.00
3490	4	EA	3" BRS VLV MARKER	20.0000	80.00
Section Sub-total:					4,080.00
***16X2 ARV ASSY(14)***					
3520	14	EA	16X2 IP 305 SS SDL 16.70-17.50	388.0000	5,432.00
3530	14	EA	2"X4" SS NIPPLE 316	22.0000	308.00
3540	14	EA	2" SS 316 BALL VLV 76F-108-24A	391.0000	5,474.00
3550	14	EA	2" THD NYLON COMBO ARV D040P	399.0000	5,586.00
3560	14	EA	ARI CHECK VALVE 1-WAY THD	119.0000	1,666.00
3570	14	EA	CDR A13-3636-48 402 BOX TRAFFIC RATED, MARKED REUSE	5,680.0000	79,520.00
Section Sub-total:					97,986.00
***16X2 OFFSET ARV ASSY(2)***					
3610	2	EA	16X2 IP 305 SS SDL 16.70-17.50	388.0000	776.00
3620	4	EA	2"X4" SS NIPPLE 316	22.0000	88.00
3630	4	EA	2" SS 90 316	28.0000	112.00
3640	2	EA	2" BALL VLV FIPXFIP B-20200N LOW LEAD	392.0000	784.00
3650	2	EA	2" SQUARE OP NUT	27.0000	54.00
3660	2	EA	461S VB COMP SCREW 18"X24"	85.0000	170.00
3670	2	EA	5-1/4 VB LID M/REUSE	30.0000	60.00
3680	2	EA	3" BRS VLV MARKER	20.0000	40.00
3690	2	EA	2" SS UNION 316	57.0000	114.00
3700	2	EA	2"X6" SS NIPPLE 316	30.0000	60.00
3710	2	EA	2" BALL VALVE 316SS V108-32	74.0000	148.00
3720	2	EA	2" THD NYLON COMBO ARV D040P	399.0000	798.00
3730	2	EA	ARI CHECK VALVE 1-WAY THD	119.0000	238.00
3740	2	EA	CDR A13-3636-48 402 BOX MARKED REUSE	3,570.0000	7,140.00
Section Sub-total:					10,582.00
***16" CONFLICTS(6)***					
3780	24	EA	16" MJ 45 C153	616.0000	14,784.00
3790	48	EA	16" ONE-LOK MJ REST PVC SLCE16	284.0000	13,632.00
3800	48	EA	16" MJ REGULAR ACC LESS GLAND	51.0000	2,448.00
Section Sub-total:					30,864.00
***6" CONFLICTS(1)***					
3830	4	EA	6" MJ 45 C153	101.0000	404.00
3840	8	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	352.00
3850	8	EA	6" MJ REGULAR ACC LESS GLAND	21.0000	168.00
Section Sub-total:					924.00
***4" CONFLICTS(1)***					
3880	4	EA	4" MJ 45 C153	63.0000	252.00
3890	8	EA	4" ONE-LOK MJ REST PVC SLCE4	36.0000	288.00
3900	8	EA	4" MJ REGULAR ACC LESS GLAND	15.0000	120.00
Section Sub-total:					660.00
*** 4" METER ASSEMBLY ***					
3930	20	FT	4" C900 DR18 PIPE PURPLE	6.8600	137.20
3940	1	EA	4" MJ GV O/L A2361-23 316SS B&N, EPDM WEDGE & 304SS STEM	753.0000	753.00

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After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



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

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, **CRE-KL Seminole Woods Owners, LLC, the City of Palm Coast, Florida, and their respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees")** from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.
25. **THIRD PARTY RIGHTS.** CRE-KL Seminole Woods Owners, LLC and the City of Palm Coast, Florida shall be third party beneficiaries of this Agreement, with the right to enforce the terms of this Agreement.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Seminole Palms Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number 85-8018629966C-2, affirms that the tangible personal property purchased pursuant to a Purchase Order from Fortiline Waterworks will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Standard Form of Agreement Between Owner and Contractor*, dated February 6, 2023 with Pipeline Constructors, Inc. (Contractor) for the construction of public infrastructure associated with the Citation Boulevard Extension Project.

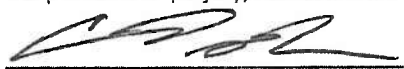
Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

*You must initial each of the following requirements.*

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

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

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

	<u>Vice Chair</u>
Signature of Authorized Representative	Title
<u>Seminole Palms COO</u>	<u>6/28/23</u>
Purchaser's Name (Print or Type)	Date

Federal Employer Identification Number: 87-4753000  
Telephone Number: \_\_\_\_\_

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

# EXHIBIT 13

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: American Precast – Robert Neill

ADDRESS: 10483 General Ave., Jacksonville, Florida 32220

TELEPHONE NUMBER: (904) 657-6076 robert@american-ps.com

2. Manufacturer or brand, model or specification number of the item.  
**See attached**
3. Quantity needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above.  
**\$ See attached**
5. The sales tax associated with the price quote. **\$0**
6. Shipping and handling insurance cost. **\$ See attached**
7. Delivery dates as established by Contractor. **See attached**

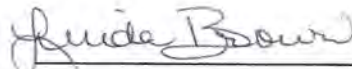
OWNER: **Seminole Palms Community Development District**

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

*vice Chair*

6/28/23  
Date

CONTRACTOR: **Pipeline Constructors, Inc.**

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

APM

6-28-23  
Date

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



**PURCHASE ORDER  
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Seminole Palms Community Development District	Seller:	American Precast Structures
Address:	c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746	Address:	10483 General Ave. Jacksonville, FL 32220
Phone:	321-263-0132 x. 193	Phone:	(904) 467-7700

"Project"			
Project Name:	Citation Boulevard Extension Project (Site Work)	Contract Date:	February 6, 2023, assigned on March 31, 2023
Project Address:	Seminole Palms CDD		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.  
**Schedule** – The Goods shall be delivered within TBD days from the date of this Order.  
**Price** – \$ 326,778.00

**Certificate of Exemption #** 85-8018629966C-2

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

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

Owner 

By:

Name: Christopher Reese

Title: Vice Chair

Date Executed: 6/28/23

**AMERICAN PRECAST STRUCTURES**

Seller

By: 

Name: Robert Neill

Title: Manager




Date Executed: June 27, 2023

**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions



**EXHIBIT A**  
**VENDOR PROPOSAL**

		<b>Rev 3 PURCHASE PROPOSAL</b>	
10483 GENERAL AVE. JACKSONVILLE, FL 32220 904.467.7700/904.337.1967F		Quote #:	Q22-1830
		Date:	12/20/2022
		Project:	Citation Blvd
		Engineer:	Kimley-Horn
		Bid Date:	12/22/2022
		Rev Date:	5/2/2023
		Location:	Flagler
		Company:	Seminole Palms CDD
		Contact:	
		Phone/Email:	

Quantity		Description	Unit Price	Line Total
1	EA	0'-4' J-6 Curb Inlet, (3.5'x10'ID), w/5130-6310 Frame & Grate. (48+00 Lt) <b>Too Shallow for Precast Throat.</b>	\$5,889	\$5,889
1	EA	4'-6' As Above. (48+00 Rt) <b>Too Shallow for Precast Throat.</b>	\$6,389	\$6,389
2	EA	0'-4' C Inlet w/6212 Traffic Iron Grate, B/C. (170, 171)	\$1,492	\$2,984
5	EA	4'-6' As Above. (BU15, 91, 92, 172, 173)	\$1,635	\$8,175
1	EA	8'-10' As Above. (205)	\$2,525	\$2,525
2	EA	0'-4' D Inlet w/6626 Traffic Steel Grate, B/C. (191, 206)	\$2,666	\$5,332
4	EA	4'-6' As Above. (BU5, BU6, BU14, 209)	\$3,142	\$12,568
1	EA	4'-6' E Inlet w/6290 Traffic Iron Grate, B/C. (BU1)	\$2,712	\$2,712
1	EA	4'-6' C Control Structure w/6212 Traffic Iron Grate, 1/8" Aluminum Skimmer, B/C. (CS-0)	\$3,442	\$3,442
1	EA	6'-8' As Above. (CS-MN)	\$3,977	\$3,977
1	EA	4'-6' E Control Structure w/6290 Traffic Iron Grate, 1/8" Aluminum Skimmer, B/C. (CS-JKD)	\$6,909	\$6,909
2	EA	6'-8' Storm Manhole w/655-U R/C. (94, 196)	\$3,636	\$7,272
9	EA	8'-10' As Above. (166, 167, 189, 190, 197, 198, 199, 200, 201)	\$3,496	\$31,464
3	EA	10'-12' As Above. (202, 203, 204)	\$4,674	\$14,022
1	EA	24"x38" Headwall. (42+50)	\$2,455	\$2,455
1	EA	15"/18" MES, 4:1 Slope. (MES210)	\$506	\$506
8	EA	24" MES, 4:1 Slope. (MES45, MES67, & 6 ea at 48+00)	\$869	\$6,952
7	EA	30" MES, 4:1 Slope. (MES7, MES8, MES9, MES10, MES19, MES52, MES53)	\$1,228	\$8,596
				\$0
10	EA	Force Main ARV Manhole, (4'x4'ID); w/8"Base Slab, 8"Walls, 8" Top Slab, Ram-Nek, Spectrashield On Int., EW-1 On Ext., & AHD484 Galvanized Traffic Hatch. Occasional Traffic Only.	\$13,230	\$132,300
11	EA	Raw Water Main ARV Manhole, (4'x4'ID); w/8"Base Slab, 8"Walls, 8" Top Slab, Ram-Nek, EW-1 In & Out, & AHD484 Galvanized Traffic Hatch. Occasional Traffic Only.	\$11,119	\$122,309

Qualifications (Grade Rings Not Included)	24" Dia Grade Rings @ \$60/ea
	32" Dia Grade Rings @ \$75/ea
	Curb Inlet Grade Rings @ \$130/ea
	Any product not shipped within 6 months of submittal will be subject to price escalation and Storage Fees.

Subtotal		\$386,778
Tax	0.0%	\$ -
<b>Total</b>		<b>\$386,778.00</b>
FOB Jobsite	Unloaded By Others	
Lead Time	TBD	
Terms	NET 30	

\*\*Quote valid for 30 days\*\*

Quoted By: Chip McGehee / American Precast Structures, LLC  
[Chip@American-PS.com](mailto:Chip@American-PS.com)

Quote Accepted By: \_\_\_\_\_  
 Date: \_\_\_\_\_

## **TERMS AND CONDITIONS (Are effective upon start of project)**

Latest Revision Date January 24, 2023

**DELIVERY:** Delivery will be made to the jobsite using a common carrier of American Precast Structures, LLC (APS) choosing. Contractor must provide adequate roads for freight carrier. Unless otherwise noted, freight has been quoted for a single delivery. "Short Loads" will incur an additional freight charge to be determined at time of delivery. Multiple stage deliveries may be available, at APS discretion. If a multi-stage delivery is requested/provided, additional costs will apply. The customer will be prepared to receive material upon delivery at address provided. If the customer is unable to receive delivery, the customer is responsible for all additional storage and/or re-consignment charges. Equipment may be required for offloading. APS Bill of Lading will be accepted as proof that material was shipped in satisfactory condition. If damage or loss occurred to material during shipping, **damage or loss MUST be noted on a delivery ticket**. Full inspection of material must take place no later than 24 hrs after receipt of material and any concealed damage or loss must be reported within this 24 hr time period. APS agrees to perform due diligence in prosecuting damage or loss claims against the delivering carrier, to the best of their ability. The customer understands that their cooperation will be required, and agrees to offer their unconditional assistance.

**PRODUCT SPECIFICATIONS:** This order will be supplied per information provided by requesting party, FDOT and/or ASTM specifications. It remains the EOR and purchaser's responsibility to confirm compliance with construction documents. **Grade rings are not included within the unit prices unless specifically indicated within the items description.**

**PURCHASE ORDERS:** We are an off-site supplier. Vendor applicable purchase orders will be executed upon submission and review and shall be considered secondary to the terms put forth in this document. Purchase orders with subcontractor specific contract language will not be accepted.

**WARRANTY:** APS warranties purchased items for a period of one (1) year from the Date of Substantial Completion. This warranty does not apply to vandalism, abuse, or abnormal use. Warranty claims not accompanied by signed letter of explanation and photographs will be considered invalid. APS will repair or replace defective item(s) at their sole discretion. Customer agrees to make minor repairs and alterations to structures without recourse to APS. We do not accept responsibility for installation and inappropriate handling of the materials delivered. Any installation errors voids any and all warranties, expressed or implied, except warranty of title.

**SHOP DRAWINGS/ SPECIFICATION SHEETS:** APS shop drawings and specification sheets bear nominal dimensions and are subject to minor revisions without notice.

**DESIGN LOAD:** Unless otherwise noted, all precast structures are designed for H20 or HL93 loadings as applicable. Final design and grate loadings are as specified on submittal drawings. Special or modified structures are to be designed by CES (or equal) for a fee and who's design shall be accepted by contractor/EOR/owner.

**PAYMENT TERMS:** Terms of purchase shall be balance net 30. Retention/Holdback will not be tolerated. In cases where retention is held, the amount will be treated as a past due amount subject to penalties and collection efforts outlined below. Interest on amounts which remain due past the allowable 30 days will accrue at a rate of 1 1/2% per month. Customer will be held liable for all account collection expenses, including reasonable attorney's fees and collection service fees. If litigation were needed, all transactions would occur in Duval County, Florida. Credit card payments are accepted within 30 days of delivery date without penalty for established accounts. Credit card payments 31 days and later are subject to 3% convenience fee applied to any amount processed. All non-established accounts are required to pay the 3% credit card convenience fee. Any product not delivered after six months from manufacture date will be charged storage fees up to the full cost of structure. Any structure and it's accessories not received will be charged full price plus any restocking/return/disposal fees.

**PRICE INCREASES:** Quote is valid for 30 days from date of issue (not bid date). Quote will be subject to confirmation after 30 days. Price increase(s) may be assessed on any product not shipped within six months of submittal date. Additionally, we reserve the right to pass along significant price increases to the contractor immediately upon receipt of such. Contractor will be responsible any price increases incurred.

**RETURNS:** Returns of new or like new material will be considered on a case by case basis subject to management approval. No custom made precast structures will be considered returnable. Items that are returnable will be subject to a 25% restocking fee.

**CHARGE BACK POLICY:** Customer further agrees that no unilateral charge back measures will be employed to rectify a dispute of any kind with APS. If customer contends that some charge back is due, written notice of the request to withhold payment will be submitted for APS review and approval. Unilateral charge back amounts will be treated as unpaid payments, and the amount will be treated as a past due amount subject to penalties and collection efforts outlined above.

**CHANGES:** Changes to the order, following execution of this agreement, will be accepted. Written notification of the change is required. APS reserves the right to charge cancellation or modification fees up to and including the full unit value of all items affected and if any shipping costs

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

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, **CRE-KL Seminole Woods Owners, LLC, the City of Palm Coast, Florida, and** their respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.
25. **THIRD PARTY RIGHTS.** CRE-KL Seminole Woods Owners, LLC and the City of Palm Coast, Florida shall be third party beneficiaries of this Agreement, with the right to enforce the terms of this Agreement.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **the Seminole Palms Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to a Purchase Order from **American Precast Structures** will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Standard Form of Agreement Between Owner and Contractor*, dated February 6, 2023 with Pipeline Constructors, Inc. (Contractor) for the construction of public infrastructure associated with the Citation Boulevard Extension Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

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

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

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

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

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

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

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

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

# EXHIBIT 14

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: County Materials Corporation

ADDRESS: 25750 CR 561 Astatula, Florida 34705

TELEPHONE NUMBER: (352) 343-8488

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

**See attached**

3. Quantity needed as estimated by CONTRACTOR. **See attached**

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

**\$ See attached**

5. The sales tax associated with the price quote. \$0

6. Shipping and handling insurance cost. \$ **See attached**

7. Delivery dates as established by Contractor. **See attached**

OWNER: **Seminole Palms Community Development District**

 Vice Chair

Authorized Signature (Title)

6/22/23

Date

CONTRACTOR: **Pipeline Constructors, Inc.**

 Mainey Best, PM

Authorized Signature (Title)

6-21-2023

Date

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



**PURCHASE ORDER**  
**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Seminole Palms Community Development District	Seller:	County Materials Corporation
Address:	c/o Vesta Property Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746	Address:	25750 CR 561 Astatula, FL 34705
Phone:	321-263-0132 x. 193	Phone:	(352) 343-8488


"Project"			
Project Name:	Citation Boulevard Extension Project (Site Work)	Contract Date:	February 6, 2023, assigned on March 31, 2023
Project Address:	Seminole Palms CDD		


**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A. Schedule** – The Goods shall be delivered as mutually agreed to by the parties.

**Price** – \$ 555,415.60

**Certificate of Exemption #** 85-8018629966C-2

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

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**  
 Owner  
 By:   
 Name: Christopher Reese  
 Title: Vice Chair  
 Date Executed: 6/22/23

**COUNTY MATERIALS CORP.**  
 Seller  
 By:   
 Name: Rick Bolinger  
 Title: Sales Representative  
 Date Executed: 6-18-2023

**EXHIBIT A:** Proposal  
**EXHIBIT B:** Terms and Conditions

**EXHIBIT A  
VENDOR PROPOSAL**



ASTATULA

25750 CR561  
 ASTATULA, FL 34705  
 Phone: (352)343-8488

**Quotation**

<b>Date:</b> 4/25/2023	<b>Bid Date:</b> 4/25/2023	<b>Time:</b> 12:00 PM	<b>Project:</b> 044-0607-23	<b>Revision:</b> 0
<b>Bid To:</b> Seminole Palms CDD C/O Pipeline	<b>Project Name:</b> Citation Blvd			
<b>Contact:</b> Seminole Palms CDD C/O Pipeline	<b>Project Address:</b>			
<b>Phone:</b>	<b>City/State/County:</b> Palm Coast, Florida, Flagler			
<b>Email:</b>	<b>Memo:</b>			
<b>Quoted By:</b> Rick Bolinger			<b>Cell:</b> (772)453-1103	
<b>Email:</b> rick.bolinger@countymaterials.com				

Description	UOM	Qty	Unit Price	Extension
<b>ROUND PIPE</b>				
15" RCP CL3	LF	424.00	\$28.50	\$12,084.00
18" RCP CL3	LF	248.00	\$38.00	\$9,424.00
24" RCP CL3	LF	1344.00	\$58.90	\$79,161.60
30" RCP CL3	LF	1368.00	\$90.25	\$123,462.00
36" RCP CL3	LF	32.00	\$123.50	\$3,952.00
42" RCP CL3	LF	520.00	\$166.25	\$86,450.00
48" RCP CL3	LF	1120.00	\$204.25	\$228,760.00
		<b>Net Price</b>		<b>\$543,293.60</b>
<b>ELLIPTICAL PIPE</b>				
24"X38" RCP HE CL3 (30" EQ)	LF	88.00	\$137.75	\$12,122.00
		<b>Net Price</b>		<b>\$12,122.00</b>
				<b>\$555,415.60</b>

\*MES BAR GRATES ARE AVAILABLE IN SINGLE, DOUBLE AND TRIPLE RUN, WITH OR WITHOUT BOLT FRAME. MES BAR GRATES ARE A SPECIAL ORDER ITEM, REQUIRE A MINIMUM OF 2 WEEKS PRODUCTION TIME, ARE NON-RETURNABLE AND NON-REFUNDABLE. CALL FOR MORE INFORMATION OR A QUOTE.

Material to be used for drainage

Clerical errors are subject to correction. All M.E.S. quoted as 4:1 slope unless otherwise noted. All quantities are rounded up to even joints.

PRICE & AVAILABILITY SUBJECT TO CHANGE AFTER 30 DAYS. All sales are subject to all applicable Sales Tax unless exempt tax status is provided prior to first shipment.

Prices quoted are FULL TRUCK LOAD QUANTITIES f.o.b. jobsite; TRUCK NEAR AS POSSIBLE TO JOBSITE UNDER OWN POWER. All ERCP and RCP will require off loading by customer. Subject to possible fuel surcharge. A minimum drop charge may apply on less than full truckload quantities.

A 30% restocking charge will be added to all returned items. ALL DESIGN/SPECIALTY ITEMS ARE NON RETURNABLE, NON REFUNDABLE, & REQUIRE A SIGNED ORDER OR PURCHASE ORDER.

Payment Terms: All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

Contract: This proposal when signed by Seller and Buyer constitutes a binding contract and is made for acceptance within thirty (30) days from date hereof unless used for bidding purposes, in which case it is for acceptance within thirty (30) days of the awarding of the contract. No other contract will be signed unless this quotation and its attached terms and conditions are made a part thereof. This bid is contingent upon successful negotiations of the contract for this project, between County Materials Corporation and the General Contractor / Contractor / Subcontractor.

Signature by Buyer, or Company PO, acknowledges acceptance of the terms and conditions attached. If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller.

County Materials

Seller

Buyer

Rick Bolinger - Sales Representative

\_\_\_\_\_  
Print Name & Title: Authorized Rep. For Seller

\_\_\_\_\_  
Print Name: Authorized Rep. For Buyer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Delivery Contact Name:*

\_\_\_\_\_  
*Phone #:*

\_\_\_\_\_  
*Delivery Address:*

\_\_\_\_\_  
*Estimated Start:*

**Subject to Attached Terms & Conditions**

Signature by Buyer acknowledges acceptance of the terms and conditions attached.





## TERMS AND CONDITIONS OF QUOTATION/SALES CONTRACT

1. **CONTRACT TERMS:** The buyer listed on the face of this Quotation/Sales Contract ("Buyer") acknowledges, understands, and agrees that, by accepting this Quotation/Sales Contract ("Quotation/Sales Contract"), it shall be bound by the terms and conditions set forth herein ("Terms and Conditions"). Buyer further acknowledges, understands, and agrees that said Terms and Conditions shall be enforceable against Buyer by County Materials Corporation and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers, including but not limited to Central Processing Corporation and A-1 Transit Corporation ("Seller"). The sole agreement of the parties shall be made up of (1) this Quotation/Sales Contract, (2) Buyer's credit application, if any, and (3) Seller's order confirmation, if any ("Agreement"). This Agreement is the sole agreement under which Buyer shall purchase goods, materials, services, and/or products ("Products") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the Agreement. Any different or additional terms or conditions contained in Buyer's acceptance of this Quotation/Sales Contract, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the Agreement. Additional terms or changes to the Agreement, and alleged subsequent agreements between the parties, shall not be effective as against the Seller unless signed by an authorized representative of the Seller.

2. **CREDIT AND PAYMENT:** Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement with any other party, and with no right of setoff or retention. If delivery is to be delayed past the delivery date specified in this Agreement, either at the request of Buyer or through no fault of Seller, Buyer shall pay promptly in full for all Products sold hereunder. If Buyer is or becomes insolvent, or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made. In the event Buyer fails to make the demanded payment within fifteen (15) days after Seller's demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all harm or damages resulting from its failure to pay.

3. **INTEREST AND COSTS:** Invoices not paid when due shall bear interest at the rate of 1-1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate. Buyer shall be responsible for paying such interest incurred upon demand, together with reasonable costs of collection (including attorneys' fees and expenses) whether or not a lawsuit is commenced.

4. **TAXES:** Sales, use, excise, or similar taxes arising out of or relating to the sale, delivery, installation, or use of the Products, if any, are not included in the price on the Quotation/Sales Contract except as otherwise specified herein or in a separate written agreement between Buyer and Seller. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all such taxes are the sole responsibility of and shall be paid by Buyer. At any time Seller shall have the right to separately bill Buyer for such taxes which the Seller may have been required to pay and the Buyer shall promptly reimburse the Seller for the entire amount of such taxes.

5. **CHANGE ORDERS:** Change orders after receipt of Buyer's order may necessitate rescheduling estimated delivery date(s) for Buyer's order. Change orders may result in additional charges for time, labor, and/or materials costs, which shall increase the Buyer's contract price stated in this Quotation/Sales Contract. Buyer understands and acknowledges any change order made by Buyer may delay the delivery date for the Product(s) ordered and Buyer agrees to bear any additional costs arising out of or resulting from any change order made by Buyer, pursuant to the Terms and Conditions herein. Buyer and Seller shall agree on the necessary changes in price and estimated delivery date(s), if any, for any change in scope or additional work before Seller is obligated to proceed with any change requested by Buyer.

6. **DELAYS:** Buyer shall reimburse Seller for all expenses incurred by Seller which arise out of delays, including, without limitation, delays caused by Buyer, such as failure to timely submit necessary documents, approvals, or information needed by the Seller, the failure to accept delivery on a timely basis, etc. Seller will not be responsible for any delays resulting from a force majeure event, as set out in this Agreement below. Shipments of orders delayed for any reason in whole or in part beyond the control of Seller and beyond one (1) month of the ordered date are subject to an increase based on increased labor and materials costs. Any statements made relating to delivery dates, shipping dates, or production dates are not warranties and do not form part of the basis of the contract. Present lead times are good faith estimates and are not contractual nor are they intended to imply that time is of the essence.

### 7. DELIVERY TERMS:

(1) All scheduled delivery dates are approximate.

(2) Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter private property to make delivery on site, Buyer shall be responsible for providing Seller with safe and adequate access to the site, along with a certificate of insurance, and Seller shall not be liable for any damage resulting from delivery of Products on private property or when required to deliver inside a curb line. Seller shall have the right to charge the Buyer the sum of \$90.00 per hour of waiting time in excess of one hour, and Buyer shall pay such charge upon demand.

(3) The driver of the delivery vehicle is empowered to refuse delivery or continue delivery if, in his opinion, the point where the Product is to be delivered is unsafe or is likely to prove dangerous. If the delivery vehicle is required to deliver at any point off a public road, the Buyer will be responsible for any and all damage to vehicles, pipes, manholes, underground utilities or any other property of any sort resulting therefrom and hereby indemnifies the Seller against any and all loss, damage, claims, costs, including legal costs on an indemnity basis or demands which the Seller may incur as a result of such delivery.

(4) Traffic control services shall be provided by the Buyer whenever required for safe delivery, and site access and egress.

(5) In the event that the Buyer requests that any Product be deposited on a street or public highway the Buyer shall be responsible for compliance with any and all city, county, or state regulations and/or permits and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify, defend, and hold harmless the Seller for any and all costs, claims, losses or expenses, including legal costs and fees, which the Seller may incur as a result of such delivery.

(6) Delivery schedules will be mutually agreed upon between Seller and Buyer.

8. **FREIGHT ALLOWANCE:** When Products are delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Buyer will pay such increase as part of the purchase price together with any additional costs arising out of delivery.

9. **CANCELLATION:** In the event the order is cancelled by Buyer prior to delivery, or Buyer otherwise fails to comply with its obligations under the Agreement, Seller shall be entitled to all damages incurred in connection with this order, including without limitation, restocking costs, material procurement costs, administrative costs, lost profits, incidental and consequential damages, and Seller's reasonable attorneys' fees and expenses, if any.



10. **BACK CHARGES/DAMAGES:** Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless such charges are authorized in writing by Seller prior to these charges being incurred.

11. **PERFORMANCE BONDS:** Seller will not pay for, nor allow deductions for, performance bonds.

12. **NOTICE OF BID ACCEPTANCE:** To assure prompt delivery of the request Product, Buyer must inform Seller of bid acceptance as early as possible along with all pertinent data (taxable authorities, purchase order numbers, etc.) in order to provide Seller with sufficient time to provide the Product ordered by Buyer at the time requested by Buyer.

13. **DESIGN OF PRODUCTS:** If Buyer is purchasing stock Products from Seller, Seller bears responsibility for designing Products in compliance with the applicable ASTM standard(s) and as described in Seller's sales material. If Buyer is purchasing non-stock Products that must meet certain specifications, then Buyer must provide Seller with specifications sufficient to permit Seller to draft production drawings for the Products in compliance with those specifications; furthermore, Seller has no responsibility for the design or creation of the Product specifications provided by the Buyer and is only responsible for drafting production drawings based on the specifications provided. Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed.

14. **INSTALLATION OF PRODUCTS:** Unless otherwise agreed to by Seller as part of the Agreement, Seller shall have no responsibility for the installation, unloading, or maintenance of the Products, it being understood that the Seller's sole responsibility is described on the face hereof, and that harmful cracking or other damage may occur if the Products are not properly installed, unloaded, or maintained.

15. **ADVICE:** Any installation advice provided verbally or outlined in technical literature provided by Seller and/or its affiliates, including County Materials Corp., is intended as a guide for informational purposes only and are not intended to replace sound engineering practice and judgment and should not be relied upon for that purpose.

16. **INSPECTION AND TESTING:** All requests for inspections or tests not regularly conducted by the Seller are for the Buyer's account, and must be made by separate agreement as to the nature, extent of, and charges for such inspections or tests.

17. **INSPECTION AND REJECTION OF NON-CONFORMING PRODUCTS:** (a) Buyer shall inspect all Products within 48 hours of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any non-conforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. At Seller's request and option, Buyer must provide Seller an opportunity to examine the alleged nonconforming Products without delay or a sample of the alleged non-conforming Products. The Products are in conformity if they do not deviate from the agreed specification at the time of passage of title and risk. (b) If Buyer timely notifies Seller of any non-conforming Products, Seller shall, in its sole discretion, either (i) provide conforming Products to replace any such non-conforming Products, or (ii) repair or remediate the non-conformity, or (iii) credit or refund the purchase price for such non-conforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the non-conforming Products to the location specified by Seller. If Seller exercises its option to provide replacement conforming Products, Seller shall ship conforming Products to Buyer at Buyer's expense and risk of loss after receiving Buyer's shipment of all non-conforming Products. (c) Buyer acknowledges and agrees that the remedies set forth in subsection (b) above are Buyer's exclusive remedies for the delivery of non-conforming Products.

18. **LIMITATION OF LIABILITY:** SELLER'S LIABILITY ON ANY CLAIM SHALL NOT EXCEED THE AMOUNT INVOICED FOR THE PRODUCTS ACTUALLY RECEIVED BY BUYER for any loss or damage arising out of the supplying of any Product to Buyer, or the sale, operation, or use of the Product, whether such claim is based in contract, warranty, tort (including negligence) or other grounds, with regard to which such claim for loss or damage is made. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, PUNITIVE, OR EXEMPLARY DAMAGES, which could include, but is not limited to, loss of profits or revenue, loss of use of the Product or any associated product, cost of capital, cost of substitute products, cost of facilities or services, downtime costs, or claims by Buyer's customers for such damages, whether such damages arise as a result of breach of contract or warranty, a tort claim (including negligence), or on other grounds. THIS LIMITATION OF LIABILITY AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY SET FORTH BELOW FAILS OF ITS ESSENTIAL PURPOSE. The above limitations do not include damages related to personal injury.

**EXCLUSIVE LIMITED WARRANTY:** Seller warrants that stock Product, to the extent it is manufactured by Seller, shall be free from manufacturing defects in materials and workmanship and meet solely the description and specifications set forth in Section 13 above and conform to (subject to reasonable variance in accordance with normal industry practice) the applicable ASTM standard(s) for a period of thirty (30) days from delivery thereof, and all other warranties are expressly disclaimed as described in the capitalized sentence below. Seller may, in its sole discretion, also rely on any generally accepted industry standards. Seller retains the right, however, to change the dimensions, composition, design, performance, color, and appearance of the Product without liability if, in Seller's judgment, the change is non-material. Seller warrants that non-stock Product manufactured by Seller meet only those specifications and standards provided by Buyer for a period of thirty (30) days from delivery; all other warranties are expressly disclaimed as described in the capitalized sentence below; and Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed. Seller does not warranty any portion of Product not manufactured by Seller but Seller shall assign to Buyer, upon request, all assignable warranties of Seller's suppliers related to such Products. Acceptance by Buyer of the Product constitutes confirmation that the Product meets the description set forth above. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE OF FLORIDA OR ELSEWHERE. This limited warranty only applies if the Product has not been subjected to misuse, negligence, or accident and have not been installed, maintained, altered, or repaired in any manner that, in Seller's sole judgment, adversely affects the condition or operation of the Product. Further, the foregoing limited warranty and the exclusive remedy below run only in favor of the original Buyer and may not be assigned or otherwise transferred.

**EXCLUSIVE REMEDY:** For any loss or damage arising out of supplying Product to Buyer, or the sale, operation, or use of the Product whether such claim is based in contract, warranty, tort (including negligence) or other grounds. BUYER'S EXCLUSIVE REMEDY IS LIMITED, at Seller's sole discretion, to either: (1) refund by Seller of the purchase price for any non-conforming Product sold hereunder; or (2) the repair of non-conforming Product or replacement of any non-conforming Product with new Product in its unfinished state. UNDER THIS EXCLUSIVE REMEDY, BUYER SHALL NOT RECOVER ANY OTHER COSTS FROM SELLER, including but not limited to costs for: return of non-conforming Product, delivery of replacement Product, removal of non-conforming Product, reinstallation of replacement Product (or products purchased to replace any non-conforming Product), and/or any labor charges incurred related to the Product. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, lost sales, injury to property, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY. Seller will not be liable for any failure of Product to conform to the Exclusive Limited Warranty above caused by installation or maintenance of the Product, or use of other products/materials in conjunction with the Product that negatively impacts the Product or otherwise do not conform with industry standards. The above limitations do not include damages related to personal injury.

19. **CLAIMS:** BUYER'S EXCLUSIVE PROCEDURE FOR COMMENCING CLAIMS against Seller after acceptance of the Product shall be as follows: Notice of claims against Seller for breach of warranty or for any other alleged non-conformity of the Product MUST BE GIVEN TO SELLER PROMPTLY UPON



~~DISCOVERY AND MUST BE SUPPORTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER DISCOVERY of the alleged breach or non-conformance to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice SHALL CONSTITUTE A WAIVER BY BUYER of their right to later make such a claim and Buyer shall be barred from the exclusive remedy permitted herein.~~

~~20. FAILURE BY SELLER: If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the Products without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Buyer (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Buyer may elect to terminate Buyer's continuing obligations under this Agreement. If Buyer elects to terminate the Buyer's obligations hereunder, Buyer shall be entitled to the return of all deposit money paid to Seller in connection with this Agreement. TERMINATION OF THE AGREEMENT AND RETURN OF DEPOSIT MONEY ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A FAILURE TO COMPLY OR ABANDONMENT BY SELLER.~~

~~21. TITLE AND RISK OF LOSS: For Products delivered by common carrier, Buyer accepts the risk of loss, shortage, destruction, or damage upon delivery of the Products by Seller to the common carrier, and Buyer's sole remedy shall be against the common carrier for any loss, shortage, destruction, or damage to the Products resulting from shipment. For Product delivered by Seller or any of its affiliates, title and all risks of loss, shortage, damage, destruction, delay, etc. with respect to Product shall not pass to Buyer until delivery at the point described on the face of this Quotation/Contract or at such other point as may be designated by Buyer. All claims for loss, shortage, damage, destruction, delay, etc. to the Product delivered shall be made at the time such Product is delivered, and no such claim shall be allowed unless a notation of the loss, shortage, damage, destruction, delay, etc. is made on the delivery receipt for the products to which such claim applies. In no event shall Buyer's rights against Seller for loss, shortage, damage, destruction, delay, etc. exceed Buyer's rights for breach of warranty as set forth above. Buyer shall pay Seller for all expenses incurred in the production and delivery of the Product regardless of delays or Seller's inability to deliver said Product due to circumstances beyond its control. Seller shall retain any and all necessary lien rights allowable for payment on the Product subject to this Agreement until the purchase price plus any additional interest has been paid. Buyer hereby grants Seller a first priority security interest in all products until such time as Seller is paid in full all amounts due and owing under this Agreement.~~

~~22. RETURNS: No Products shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Buyer shall return the Products in good and saleable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned Products. Non-stock Products (i.e., custom-manufactured Products) are non-returnable.~~

~~23. INDEMNITY: Buyer shall defend, indemnify, and hold Seller harmless from any and all third-party losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorneys' fees and expenses of whatever nature and however arising or incurred (including but not limited to Seller's reasonable attorneys' fees and expenses in defending any third-party claims), which arise from Buyer's negligence or from Buyer's improper use (including use of the Product beyond its useful life), installation, possession, operation, maintenance, storage, or handling of the Products and which give rise to any claim against the Seller by the Buyer or a third party.~~

~~24. FORCE MAJEURE. Seller shall not be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed, in whole or in part, because of an act of God, shortages or lack of availability of raw materials, vendor or supplier performance, failure of suppliers or subcontracts to satisfactorily meet scheduled deliveries, equipment or facility failures, war, blockade, embargo, hostilities, revolution, terrorism, riots, civil commotion or insurrection, strike or lockout, labor dispute or other labor disturbance, slowdowns, epidemic or prevalent disease or illness with an actual or probable threat to human life, quarantine/travel restriction, fire, wind, earthquake or flood, theft or vandalism, severe weather, traffic delays, delays of third parties, government shutdown, or because of any law, order, proclamation, regulation or ordinance of any government, or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.~~

~~25. ACTIONS: No action for the enforcement of the remedies set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedies.~~

~~26. VENUE AND CHOICE OF LAW: Any action arising out of or related to the transactions contemplated by this Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Lake County Circuit Court located in Tavares, Florida without a jury, and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.~~

~~27. SEVERABILITY AND WAIVER: If any section or part of a section hereof is found to be unenforceable, then the remainder shall continue in full force and effect as if the unenforceable section or part thereof did not exist. Any delay or failure in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.~~

~~28. CLERICAL ERRORS: Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this Quotation/Sales Contract.~~

~~29. SIGNATURE: Either party may evidence execution of this Quotation/Sales Contract by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This Quotation/Sales Contract further may be signed in counterparts, each of which shall be part of this Agreement.~~

~~30. CAUTION: Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.~~

Rev: 01/07/2022



**Seller:** County Materials Corporation

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**Buyer:** Seminole Palms CDD C/O Pipeline

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Rick Bolinger SalesRep

Seminole Palms CDD C/O Pipeline Christopher Reese Vice Chair

Print Name & Title: Authorized Rep. For County Materials Corp.

Print Name & Title: Authorized Rep. For Buyer

Rick Bolinger 4/25/2023

 6/22/23

Signature Date

Signature Date

**Subject to Attached Terms & Conditions**

Signature by Buyer acknowledges acceptance of the terms and conditions attached.



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

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times as mutually agreed to by the parties. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor. Owner shall have 48 hours to inspect and accept the Goods after delivery.
  - b. All Goods are subject to inspection and approval. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law. The warranty shall be for one (1) year from the date of delivery of the Goods.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, **CRE-KL Seminole Woods Owners, LLC, the City of Palm Coast, Florida, and their respective officers, directors, Supervisors, employees, and managers of each and any of all of the foregoing entities and individuals (together, "Indemnitees")** from liabilities, actual 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 Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.
25. **THIRD PARTY RIGHTS.** CRE-KL Seminole Woods Owners, LLC and the City of Palm Coast, Florida shall be third party beneficiaries of this Agreement, with the right to enforce the terms of this Agreement.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **the Seminole Palms Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to a Purchase Order from \_\_\_\_\_ will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Standard Form of Agreement Between Owner and Contractor*, dated February 6, 2023 with Pipeline Constructors, Inc. (Contractor) for the construction of public infrastructure associated with the Citation Boulevard Extension Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

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

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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

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

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

# EXHIBIT 15

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Fortiline - Dan Payne

ADDRESS: 6892 Hwy Ave., Jacksonville, FL 32254

TELEPHONE NUMBER: 904-568-3019 / dan.payne@fortiline.com

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

**See attached**

3. Quantity needed as estimated by CONTRACTOR. **See attached**

4. The price quoted by the supplier for the construction materials identified above. \$ **See attached**

5. The sales tax associated with the price quote. \$ **See attached**

6. Shipping and handling insurance cost. \$ **See attached**

7. Delivery dates as established by Contractor. **TBD**

OWNER: **Seminole Palms Community Development District**

DocuSigned by:

*Candice Smith*

C6D8BCF88ED4424...

Authorized Signature (Title)

7/17/23

Date

CONTRACTOR: **Pipeline Constructors Inc.**

*Reida Bow*

Authorized Signature (Title)

3-14-23

Date

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

**PURCHASE ORDER**  
**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Seminole Palms Community Development District	Seller:	Frontline Waterworks
Address:	c/o DPF, 250 International Parkway, Suite 208, Lake Mary, Florida 32746	Address:	6892 Highway Ave Jacksonville, Florida 32254
Phone:	321-263-0132 x. 193	Phone:	386-256-5485

"Project"			
Project Name:	Seminole Palms Site Work Project	Contract Date:	November 22, 2022, assigned on February 28, 2023
Project Address:	Seminole Palms CDD Flagler County, Florida		

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

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

**Price** – \$ \_\_\_\_\_

Certificate of Exemption # 85-8018629966C-2

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

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

**FRONTLINE WATERWORKS**

Owner

Seller

By: DocuSigned by:  
*Candice Smith*

By: *M. L. W. Ry*

Name: \_\_\_\_\_  
C9D05CF80ED4424...  
 Chairman

Name: \_\_\_\_\_  
 Title: *BRANCH MANAGER*

Title: \_\_\_\_\_  
 Date Executed: 7/17/23

Title: \_\_\_\_\_  
 Date Executed: 7/11/23

- EXHIBIT A:** Proposal
- EXHIBIT B:** Terms and Conditions

**EXHIBIT A**

**Vendor's Proposal**



QUOTE



Due to the continued cost and supply challenges in the DUCTILE IRON PIPE, PVC and HDPE markets, the pricing of these products will be based solely on the availability at the time of shipment. Also, given the volatility in these markets we will not be responsible for product availability and shipment delays, as they are out of our control. Bid prices should be considered an estimate, materials will only be priced at time of shipment until the current supply chain challenges are resolved. These terms are in leu of our standard terms. We appreciate your partnership.

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
231872	FORTILINE JACKSONVILLE	6360004	7/05/23	1

CUSTOMER
SEMINOLE PALMS CDD 250 INTERNATIONAL PKWY SUITE 208 LAKE MARY, FL 32746

PROJECT INFORMATION
SEMINOLE PALMS PHASE 1 - 6-15-23 DP

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<p>***** GIVEN THE CURRENT PRICING AND SUPPLY CHAIN CHALLENGES ALL MATERIAL WILL BE PRICED AT TIME OF SHIPMENT AND THE PRICES BELOW ARE TO BE USED AS AN ESTIMATE FOR BID PURPOSES ONLY *****</p> <p>DATE OF QUOTE - 6-8-23 JOB NAME:SEMINOLE PALMS PH 1 LOCATION:PALM COAST SPECS:PALM COAST ENG:KIMLEY HORN PLOT DATE: 4-27-23 REVISED 6-8-23 - ADDED 1 SLEEVE A AND 2 SLEEVE B SETUPS PER LATEST SLEEVING PLAN</p> <p>***** STORM *****</p>					
230	96	EA	MISC. STORM MATERIALS	14.0000	1,344.00
240	2100	EA	PORTLAND TYPE 2	.6000	1,260.00
250	6	RL	BRICK 3-HOLE F/MANHOLE	125.0000	750.00
3'X360' NON-WOVEN FABRIC 4OZ 120SY					
Section Sub-total:					3,354.00
***ADS HP ALTERNATE***					
280	60	FT	60" HP STORM PIPE DBL WALL	186.6400	11,198.40
290	560	FT	48" HP STORM PIPE DBL WALL	118.7800	66,516.80
300	240	FT	42" HP STORM PIPE DBL WALL	90.0800	21,619.20
310	2460	FT	36" HP STORM PIPE DBL WALL	70.5500	173,553.00
320	1240	FT	30" HP STORM PIPE DBL WALL	63.7600	79,062.40
330	2000	FT	24" HP STORM PIPE DBL WALL	40.6200	81,240.00
340	2180	FT	18" HP STORM PIPE DBL WALL	24.5400	53,497.20
350	120	FT	15" HP STORM PIPE DBL WALL	21.1700	2,540.40

**ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES**

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.



CUSTOMER NO	JOB NAME		QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS PHASE 1 - 6-15-23 D		6360004	7/05/23	2

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Section Sub-total:		489,227.40
380	168	FT	ERCP CROSSING ROAD 38"X24" RCP CLIII ELLIPTICAL	157.6100	26,478.48
			Section Sub-total:		26,478.48
			=====		
			SLEEVE MATERIALS		
			=====		
			***SLEEVE A MATERIALS***		
			1 RUN EACH W/ 6",4",4",2"		
			SCH 40 PVC, CAPS AND MARKERS		
480	60	FT	6" SCH40 PVC PIPE BE	10.1100	606.60
490	120	FT	4" SCH40 PVC PIPE BE	4.9000	588.00
500	60	FT	2" SCH40 PVC PIPE BE	2.7700	166.20
510	2	EA	6" SCH40 PVC CAP H	21.0000	42.00
520	4	EA	4" SCH40 PVC CAP H	10.0000	40.00
530	2	EA	2" SCH40 PVC CAP H	2.0000	4.00
540	8	EA	RECLAIM BALL MARKER 1408-XR	20.0000	160.00
			Section Sub-total:		1,606.80
			***SLEEVE B MATERIALS***		
			2 RUNS EACH W/ 6",2"		
			SCH 40 PVC, CAPS AND MARKERS		
610	100	FT	6" SCH40 PVC PIPE BE	10.1100	1,011.00
620	100	FT	2" SCH40 PVC PIPE BE	2.7700	277.00
630	4	EA	6" SCH40 PVC CAP H	21.0000	84.00
640	4	EA	2" SCH40 PVC CAP H	2.0000	8.00
650	8	EA	RECLAIM BALL MARKER 1408-XR	20.0000	160.00
			Section Sub-total:		1,540.00
680	2	EA	MISC. GLUE/PRIMER QUART RAIN-R-SHINE MED CEMENT OATEY	25.0000	50.00
690	2	EA	QUART PURPLE PRIMER CLEANER OATEY	17.0000	34.00
			Section Sub-total:		84.00
			*****		
			SEWER		
			*****		
760	154	FT	8" TJ DIP P401 PR350	61.3000	9,440.20
770	3220	FT	10" SDR26 PVC HW SEWER PIPE	23.8200	76,700.40
780	1918	FT	8" SDR26 PVC HW SEWER PIPE	15.3000	29,345.40
790	5642	FT	6" SDR26 PVC HW SEWER PIPE	8.4600	47,731.32
			Section Sub-total:		163,217.32
			***SINGLE SERVICES(161)***		
820	5	EA	8X6 C900 WYE W/SDR26 HW OUTLET	325.0000	1,625.00
830	104	EA	10"X6" SDR26 HW PVC WYE GXG	279.0000	29,016.00
840	52	EA	8"X6" SDR26 HW PVC WYE GXG	125.0000	6,500.00
850	242	EA	6" SDR26 HW PVC 45 GXG	36.0000	8,712.00
860	80	EA	6" SDR26 HW PVC 45 GXG	48.0000	3,840.00
870	161	EA	6" SDR35 PVC CAP G	17.0000	2,737.00

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS PHASE 1 - 6-15-23 D	6360004	7/05/23	3

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Section Sub-total:					52,430.00
***** FORCEMAIN *****					
920	920	FT	6" C900 DR18 PIPE GREEN	14.2200	13,082.40
930	18	EA	6" BELL REST C900/DI PV-LOK	66.0000	1,188.00
940	1000	FT	10AWG CC WIRE GREEN 500' ROLL	.4500	450.00
950	1	EA	3X1000 FORCE MAIN DET TAPE GRN	45.0000	45.00
Section Sub-total:					14,765.40
***FITTINGS***					
980	3	EA	6" MJ 90 P401 C153	428.0000	1,284.00
990	12	EA	6" MJ 45 P401 C153	392.0000	4,704.00
1000	6	EA	6" MJ 11-1/4 P401 C153	384.0000	2,304.00
1010	42	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	1,848.00
1020	42	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	840.00
Section Sub-total:					10,980.00
***6" PLUG VALVE ASSY(4)***					
1050	4	EA	6" MJ PLUG VLV	769.0000	3,076.00
1060	8	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	352.00
1070	8	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	160.00
1080	4	EA	461S VB COMP SCREW 18"X24"	85.0000	340.00
1090	4	EA	5-1/4 VB LID M/SEWER	30.0000	120.00
1100	4	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	120.00
1110	4	EA	3" BRS VLV MARKER	20.0000	80.00
Section Sub-total:					4,248.00
***OFFSET ARV ASSY(5)***					
1140	5	EA	6X2 IP 306 SS SDL 6.50-6.90	216.0000	1,080.00
1150	9	EA	2"X4" SS NIPPLE 316	22.0000	198.00
1160	1	EA	2"X36" SS NIPPLE 316	166.0000	166.00
1170	10	EA	2" SS 90 316	28.0000	280.00
1180	5	EA	2" BALL VLV FIPXFIP B-20200N LOW LEAD	392.0000	1,960.00
1190	5	EA	2" SQUARE OP NUT	28.0000	140.00
1200	5	EA	461S VB COMP SCREW 18"X24"	85.0000	425.00
1210	5	EA	5-1/4 VB LID M/SEWER	30.0000	150.00
1220	5	EA	3" BRS VLV MARKER	20.0000	100.00
1230	5	EA	2" SS UNION 316	57.0000	285.00
1240	5	EA	2"X6" SS NIPPLE 316	22.0000	110.00
1250	5	EA	2" BALL VALVE 316SS V108-32	74.0000	370.00
1260	5	EA	ARI CHECK VALVE 1-WAY THD	129.0000	645.00
1270	5	EA	2" ARV SHORT NYLON THD PLASTIC D025TP02	1,262.0000	6,310.00
1280	5	EA	CDR A13-3636-48 402 BOX MARKED FORCEMAIN	3,192.0000	15,960.00
Section Sub-total:					28,179.00
***CONFLICTS***					
1320	4	EA	6" MJ 45 P401 C153	392.0000	1,568.00
1330	8	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	352.00
1340	8	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	160.00
Section Sub-total:					2,080.00
***TEST POINT***					
1370	1	EA	6"X2" MJ TAPT CAP P401 C153	356.0000	356.00

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CUSTOMER NO	JOB NAME		QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS PHASE 1 - 6-15-23 D		6360004	7/05/23	4

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1380	1	EA	2"X4" BRASS NIPPLE	24.0000	24.00
1390	1	EA	2" BRASS 90 NO LEAD	35.0000	35.00
1400	1	EA	2"X48" BRASS NIPPLE	286.0000	286.00
1410	1	EA	2" BRASS BALL VALVE NO LEAD	58.0000	58.00
1420	1	EA	2"X3/4" BRASS HEX BUSH NO LEAD	23.0000	23.00
Section Sub-total:					782.00
***LIFTSTATION BY OTHERS***					
*****					
WATER					
*****					
1490	920	FT	12" C900 DR18 PIPE BLUE	51.5000	47,380.00
1500	14	EA	12" BELL REST C900/DI PV-LOK	209.0000	2,926.00
1510	4940	FT	8" C900 DR18 PIPE BLUE	24.3800	120,437.20
1520	136	EA	8" BELL REST C900/DI PV-LOK	110.0000	14,960.00
1530	260	FT	6" C900 DR18 PIPE BLUE	14.2200	3,697.20
1540	3	EA	6" BELL REST C900/DI PV-LOK	66.0000	198.00
1550	6000	FT	10AWG CC WIRE BLUE 500' ROLL	.4500	2,700.00
1560	6	EA	3"X1000' WATER DETECTOR TAPE	45.0000	270.00
Section Sub-total:					192,568.40
***CAP FOR FUTURE PHASE***					
1590	2	EA	8"X2" MJ TAPT CAP C153	110.0000	220.00
1600	2	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	130.00
1610	2	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	46.00
1630	1	EA	6"X2" MJ TAPT CAP C153	79.0000	79.00
1640	1	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	44.00
1650	1	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	20.00
Section Sub-total:					539.00
***TEMP JUMPER ASSY***					
1680	2	EA	8X2 IP 202NS SDL 8.63-9.05	108.0000	216.00
1690	2	EA	2" BALL CORP MIPXFIP B-20046N LOW LEAD	349.0000	698.00
1700	4	EA	2" ADPT PJCXMIP P-15428N LOW LEAD	114.0000	456.00
1710	2	EA	2" BRASS PLUG CORED NO LEAD	16.0000	32.00
Section Sub-total:					1,402.00
***FITTINGS***					
1740	2	EA	12" MJ TEE C153	529.0000	1,058.00
1750	18	EA	12" MJ 45 C153	315.0000	5,670.00
1760	4	EA	12" MJ 11-1/4 C153	258.0000	1,032.00
1770	2	EA	12"X8" MJ REDUCER C153	181.0000	362.00
1780	3	EA	8" MJ TEE C153	266.0000	798.00
1790	20	EA	8" MJ 45 C153	146.0000	2,920.00
1800	16	EA	8" MJ 22-1/2 C153	143.0000	2,288.00
1810	40	EA	8" MJ 11-1/4 C153	130.0000	5,200.00
1820	1	EA	8"X6" MJ TEE C153	220.0000	220.00
1830	4	EA	8"X2" MJ TAPT CAP C153	110.0000	440.00
1840	4	EA	6" MJ 45 C153	101.0000	404.00
1850	52	EA	12" ONE-LOK MJ REST PVC SLCE12	128.0000	6,656.00
1860	52	EA	12" MJ REGULAR ACC LESS GLAND	33.0000	1,716.00
1870	169	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	10,985.00
1880	169	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	3,887.00
1890	9	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	396.00
1900	9	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	180.00

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CUSTOMER NO	JOB NAME		QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS PHASE 1 - 6-15-23 D		6360004	7/05/23	5

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
<b>Section Sub-total:</b>					<b>44,212.00</b>
1930	5	EA	***12" GATE VALVE ASSY(5)*** 12" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	2,756.0000	13,780.00
1940	10	EA	12" ONE-LOK MJ REST PVC SLCE12	128.0000	1,280.00
1950	10	EA	12" MJ REGULAR ACC LESS GLAND	33.0000	330.00
1960	5	EA	461S VB COMP SCREW 18"X24"	85.0000	425.00
1970	5	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	150.00
1980	5	EA	3" BRS VLV MARKER	20.0000	100.00
<b>Section Sub-total:</b>					<b>16,065.00</b>
2010	15	EA	***8" GATE VALVE ASSY(15)*** 8" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	1,397.0000	20,955.00
2020	30	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	1,950.00
2030	30	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	690.00
2040	15	EA	461S VB COMP SCREW 18"X24"	85.0000	1,275.00
2050	15	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	450.00
2060	15	EA	3" BRS VLV MARKER	20.0000	300.00
<b>Section Sub-total:</b>					<b>25,620.00</b>
2090	2	EA	***6" GATE VALVE ASSY(2)*** 6" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	877.0000	1,754.00
2100	4	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	176.00
2110	4	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	80.00
2120	2	EA	461S VB COMP SCREW 18"X24"	85.0000	170.00
2130	2	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	60.00
2140	2	EA	3" BRS VLV MARKER	20.0000	40.00
<b>Section Sub-total:</b>					<b>2,280.00</b>
2170	5	EA	***8X2 BLOWOFF ASSY(5)*** 2" BALL CORP MIPXPJC P-25028N LOW LEAD	404.0000	2,020.00
2180	5	EA	2" ADPT PJCXMIP P-15428N LOW LEAD	114.0000	570.00
2190	5	EA	461S VB COMP SCREW 18"X24"	85.0000	425.00
2200	400	FT	2"X100' CTS ENDOPURE 250PSI BLUE	2.3000	920.00
2210	5	EA	2" SS INSERT CTS 6133T	3.0000	15.00
2220	5	EA	2 TF550 BLOWOFF HYDRANT TRUFLO	559.0000	2,795.00
2230	5	EA	13X24 LUB MB W/ CI READER LID HIGHLINE 195123	142.0000	710.00
<b>Section Sub-total:</b>					<b>7,455.00</b>
2260	3	EA	***HYDRANT ASSY(14)*** 12"X6" MJ HYD TEE C153	368.0000	1,104.00
2270	11	EA	8"X6" MJ HYD TEE C153	256.0000	2,816.00
2280	1	EA	6" MJ TEE C153	178.0000	178.00
2290	15	EA	6" MJ GV O/L A2361-23 316SS B&N,EPDM WEDGE & 304SS STEM	877.0000	13,155.00
2300	15	EA	461S VB COMP SCREW 18"X24"	85.0000	1,275.00
2310	15	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	450.00
2320	15	EA	3" BRS VLV MARKER	20.0000	300.00
2330	15	EA	5-1/4VO HYD 4'0" PT ORG A423 6MJ O/L L/ACC-YEL	2,400.0000	36,000.00
2340	15	EA	BLUE HYDRANT PAVEMENT MARKER	5.0000	75.00
2350	6	EA	12" ONE-LOK MJ REST PVC SLCE12	128.0000	768.00

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS PHASE 1 - 6-15-23 D	6360004	7/05/23	6

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2360	6	EA	12" MJ REGULAR ACC LESS GLAND	33.0000	198.00
2370	22	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	1,430.00
2380	22	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	506.00
2390	63	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	2,772.00
2400	63	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	1,260.00
Section Sub-total:					62,287.00
***WATER SERVICES***					
***METER & BOX BY CITY***					
***SINGLE SERVICE SHORT(86)***					
2450	86		SHORT WATER SVCS - 86 EACH		
2460	3	EA	12X1 IP 202NS SDL 12.00-13.20	142.0000	426.00
2470	83	EA	8X1 IP 202NS SDL 8.63-9.05	101.0000	8,383.00
2480	86	EA	1" BALL CORP MIPXPJC P-25028N LOW LEAD	99.0000	8,514.00
2490	1100	FT	1"X100' CTS ENDOPURE 250PSI BLUE	.6500	715.00
2500	172	EA	1" SS INSERT CTS 6133T	2.5000	430.00
2510	86	EA	1" BALL VLV PJCXFIP P-25170N LOW LEAD	147.0000	12,642.00
Package Sub-total:					361.74
Section Sub-total:					31,110.00
***SINGLE LONG SERVICES(72)***					
2550	72		LONG WATER SVCS - 72 EACH		
2560	72	EA	8X1 IP 202NS SDL 8.63-9.05	101.0000	7,272.00
2570	72	EA	1" BALL CORP MIPXPJC P-25028N LOW LEAD	99.0000	7,128.00
2580	3600	FT	1"X300' CTS ENDOPURE 250PSI BLUE	.6500	2,340.00
2590	3600	FT	2" SCH40 PVC PIPE BE	2.7700	9,972.00
2600	144	EA	1" SS INSERT CTS 6133T	2.5000	360.00
2610	72	EA	1" BALL VLV PJCXFIP P-25170N LOW LEAD	147.0000	10,584.00
Package Sub-total:					523.00
Section Sub-total:					37,656.00
LIFT STATION WATER SERVICE					
2640	1	EA	8X1 IP 202NS SDL 8.63-9.05	101.0000	101.00
2650	1	EA	1" BALL CORP MIPXPJC P-25028N LOW LEAD	99.0000	99.00
2660	100	FT	1"X100' CTS ENDOPURE 250PSI BLUE	.6500	65.00
2670	40	FT	2" SCH40 PVC PIPE BE	2.7700	110.80
2680	2	EA	1" SS INSERT CTS 6133T	2.5000	5.00
2690	1	EA	1" BALL VLV PJCXFIP P-25170N LOW LEAD	147.0000	147.00
Package Sub-total:					527.80
Section Sub-total:					38,183.80
***CONFLICTS***					

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CUSTOMER NO		JOB NAME		QUOTE NO	QUOTE DATE	PAGE
231872		SEMINOLE PALMS PHASE 1 - 6-15-23 D		6360004	7/05/23	7
LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE	
2740	8	EA	8" MJ 45 C153	146.0000	1,168.00	
2750	16	EA	8" ONE-LOK MJ REST PVC SLCE8	65.0000	1,040.00	
2760	16	EA	8" MJ REGULAR ACC LESS GLAND	23.0000	368.00	
Section Sub-total:					2,576.00	
*****						
REUSE						
*****						
2810	2360	FT	6" C900 DR18 PIPE PURPLE	14.2200	33,559.20	
2820	34	EA	6" BELL REST C900/DI PV-LOK	66.0000	2,244.00	
2830	3260	FT	4" C900 DR18 PIPE PURPLE	6.9600	22,689.60	
2840	105	EA	4" BELL REST C900/DI PV-LOK	53.0000	5,565.00	
2850	40	FT	3" SDR21 PVC PIPE PURPLE	3.1700	126.80	
2860	1	EA	3" BELL REST IPS PV-LOK PVP-S3	47.0000	47.00	
2870	6	EA	3"X1000' RECLAIM DET TAPE PURP	45.0000	270.00	
2880	6000	FT	10AWG CC WIRE PURPLE 500' ROLL	.4500	2,700.00	
Section Sub-total:					67,201.60	
***CAP FOR FUTURE PHASE***						
2910	1	EA	6" MJ CAP C153	51.0000	51.00	
2920	1	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	44.00	
2930	1	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	20.00	
Section Sub-total:					115.00	
***FILL SADDLES***						
2960	2	EA	6X2 IP 202NS SDL 6.63-6.90	95.0000	190.00	
2970	2	EA	2" BALL CORP MIPXFIP B-20046N	349.0000	698.00	
			LOW LEAD			
2980	4	EA	2" ADPT PJCKMIP P-15428N	114.0000	456.00	
			LOW LEAD			
2990	2	EA	2" BRASS PLUG CORED NO LEAD	16.0000	32.00	
Section Sub-total:					1,376.00	
***FITTINGS***						
3020	1	EA	6" MJ TEE C153	178.0000	178.00	
3030	20	EA	6" MJ 45 C153	101.0000	2,020.00	
3040	3	EA	6" MJ 22-1/2 C153	91.0000	273.00	
3050	14	EA	6" MJ 11-1/4 C153	96.0000	1,344.00	
3060	1	EA	6"X4" MJ TEE C153	165.0000	165.00	
3070	1	EA	6"X4" MJ REDUCER C153	73.0000	73.00	
3080	1	EA	6"X2" MJ TAPT CAP C153	79.0000	79.00	
3090	3	EA	4" MJ TEE C153	99.0000	297.00	
3100	13	EA	4" MJ 45 C153	63.0000	819.00	
3110	10	EA	4" MJ 22-1/2 C153	60.0000	600.00	
3120	12	EA	4" MJ 11-1/4 C153	58.0000	696.00	
3130	1	EA	4"X3" MJ TEE C153	113.0000	113.00	
3140	5	EA	4"X2" MJ TAPT CAP C153	59.0000	295.00	
3150	81	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	3,564.00	
3160	81	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	1,620.00	
3170	61	EA	4" ONE-LOK MJ REST PVC SLCE4	36.0000	2,196.00	
3180	61	EA	4" MJ REGULAR ACC LESS GLAND	15.0000	915.00	
Section Sub-total:					15,247.00	
***6" GATE VALVE ASSY(8)***						
3210	8	EA	6" MJ GV O/L A2361-23 316SS B&N, EPDM WEDGE & 304SS STEM	877.0000	7,016.00	
3220	16	EA	6" ONE-LOK MJ REST PVC SLCE6	44.0000	704.00	
3230	16	EA	6" MJ REGULAR ACC LESS GLAND	20.0000	320.00	

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS PHASE 1 - 6-15-23 D	6360004	7/05/23	8

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3240	8	EA	461S VB COMP SCREW 18"X24"	85.0000	680.00
3250	8	EA	5-1/4 VB LID M/REUSE	30.0000	240.00
3260	8	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	240.00
3270	8	EA	3" BRS VLV MARKER	20.0000	160.00
<b>Section Sub-total:</b>					<b>9,360.00</b>
<b>***4" GATE VALVE ASSY(12)***</b>					
3300	12	EA	4" MJ GV O/L A2361-23 316SS B&N, EPDM WEDGE & 304SS STEM	688.0000	8,256.00
3310	24	EA	4" ONE-LOK MJ REST PVC SLCE4	36.0000	864.00
3320	24	EA	4" MJ REGULAR ACC LESS GLAND	15.0000	360.00
3330	12	EA	461S VB COMP SCREW 18"X24"	85.0000	1,020.00
3340	12	EA	5-1/4 VB LID M/REUSE	30.0000	360.00
3350	12	EA	VLV BOX CENTER DEVICE BOXLOK-2	30.0000	360.00
3360	12	EA	3" BRS VLV MARKER	20.0000	240.00
<b>Section Sub-total:</b>					<b>11,460.00</b>
<b>***4X2 BLOWOFF ASSY(5)***</b>					
3390	5	EA	2" BALL CORP MIPXPJC P-25028N LOW LEAD	404.0000	2,020.00
3400	5	EA	2" ADPT PJCXMIP P-15428N LOW LEAD	114.0000	570.00
3410	5	EA	461S VB COMP SCREW 18"X24"	85.0000	425.00
3420	5	EA	5-1/4 VB LID M/REUSE	30.0000	150.00
3430	100	FT	2"X100' CTS PURPLE PE TUBING	2.0000	200.00
3440	5	EA	2" SS INSERT CTS 6133T	3.0000	15.00
3450	5	EA	2 TF550 BLOWOFF HYDRANT TRUFLO	559.0000	2,795.00
3460	5	EA	13X24 LUB MB W/ CI READER LID HIGHLINE 195123	142.0000	710.00
<b>Section Sub-total:</b>					<b>6,885.00</b>
<b>***6" ARV ASSY(2)***</b>					
3490	2	EA	6X2 IP 306 SS SDL 6.50-6.90	216.0000	432.00
3500	2	EA	2"X4" SS NIPPLE 316	22.0000	44.00
3510	2	EA	2" SS 316 BALL VLV 76F-108-24A	391.0000	782.00
3520	2	EA	2" THD NYLON COMBO ARV D040P	399.0000	798.00
3530	2	EA	ARI CHECK VALVE 1-WAY THD	129.0000	258.00
3540	2	EA	CDR A13-3636-48 402 BOX TRAFFIC RATED, MARKED REUSE	4,966.0000	9,932.00
<b>Section Sub-total:</b>					<b>12,246.00</b>
<b>***6" OFFSET ARV ASSY(3)***</b>					
3580	3	EA	6X2 IP 306 SS SDL 6.50-6.90	216.0000	648.00
3590	6	EA	2"X4" SS NIPPLE 316	22.0000	132.00
3600	6	EA	2" SS 90 316	28.0000	168.00
3610	3	EA	2" BALL VLV FIPXFIP B-20200N LOW LEAD	392.0000	1,176.00
3620	3	EA	2" SQUARE OP NUT	28.0000	84.00
3630	3	EA	461S VB COMP SCREW 18"X24"	85.0000	255.00
3640	3	EA	5-1/4 VB LID M/REUSE	30.0000	90.00
3650	3	EA	3" BRS VLV MARKER	20.0000	60.00
3660	3	EA	2" SS UNION 316	57.0000	171.00
3670	3	EA	2"X6" SS NIPPLE 316	22.0000	66.00
3680	3	EA	2" BALL VALVE 316SS V108-32	74.0000	222.00
3690	3	EA	2" THD NYLON COMBO ARV D040P	399.0000	1,197.00
3700	3	EA	ARI CHECK VALVE 1-WAY THD	129.0000	387.00
3710	3	EA	CDR A13-3636-48 402 BOX MARKED REUSE	3,570.0000	10,710.00
<b>Section Sub-total:</b>					<b>15,366.00</b>

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS PHASE 1 - 6-15-23 D	6360004	7/05/23	9

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3750	5	EA	****4" OFFSET ARV ASSY(5)*** 4X2 IP 306 SS SDL 4.50-4.80	208.0000	1,040.00
3760	10	EA	2"X4" SS NIPPLE 316	22.0000	220.00
3770	10	EA	2" SS 90 316	28.0000	280.00
3780	5	EA	2" BALL VLV FIPXFIP B-20200N LOW LEAD	392.0000	1,960.00
3790	5	EA	2" SQUARE OP NUT	28.0000	140.00
3800	5	EA	461S VB COMP SCREW 18"X24"	85.0000	425.00
3810	5	EA	5-1/4 VB LID M/REUSE	30.0000	150.00
3820	5	EA	3" BRS VLV MARKER	20.0000	100.00
3830	5	EA	2" SS UNION 316	57.0000	285.00
3840	5	EA	2"X6" SS NIPPLE 316	22.0000	110.00
3850	5	EA	2" BALL VALVE 316SS V108-32	74.0000	370.00
3860	5	EA	2" THD NYLON COMBO ARV D040P	399.0000	1,995.00
3870	5	EA	ARI CHECK VALVE 1-WAY THD	129.0000	645.00
3880	5	EA	CDR A13-3636-48 402 BOX MARKED REUSE	3,570.0000	17,850.00
<b>Section Sub-total:</b>					<b>25,570.00</b>
3920	1	EA	****2" SERVICES(1)*** 4X2 IP 202NS SDL 4.50-4.80	88.0000	88.00
3930	1	EA	2" BALL CORP MIPXPJC P-25028N LOW LEAD	404.0000	404.00
3940	2	EA	2" SS INSERT CTS 6133T	3.0000	6.00
3950	1	EA	2" BALL VLV PJCXFIP P-25170N LOW LEAD	454.0000	454.00
3960	100	FT	2"X100' CTS PURPLE PE TUBING	2.0000	200.00
3970	1	EA	13X24 LUB MB W/ CI READER LID PURPLE	142.0000	142.00
4000	1	EA	****1-1/2" SERVICES(1)*** 4X1-1/2 IP 202NS SDL 4.50-4.80	83.0000	83.00
4010	1	EA	1-1/2 BAL CORP MIPXPJC P25028N LOW LEAD	223.0000	223.00
4020	2	EA	1-1/2" SS INSERT CTS 6133T	3.2500	6.50
4030	1	EA	1-1/2 BALL VLV PJCXFIP P25170N LOW LEAD	319.0000	319.00
4040	100	FT	1-1/2"X100' CTS PURPLE PE TUBE	1.7200	172.00
4050	1	EA	13X24 LUB MB W/ CI READER LID PURPLE	142.0000	142.00
<b>Section Sub-total:</b>					<b>2,239.50</b>
<b>***REUSE SERVICES***</b>					
<b>***METER &amp; BOX BY CITY***</b>					
<b>***SINGLE SERVICE SHORT (77)*</b>					
4110	77		SHORT REUSE SVCS - 77 EACH		
4120	20	EA	6X1 IP 202NS SDL 6.63-6.90	87.0000	1,740.00
4130	57	EA	4X1 IP 202NS SDL 4.50-4.80	76.0000	4,332.00
4140	77	EA	1" BALL CORP MIPXPJC P-25028N LOW LEAD	99.0000	7,623.00
4150	154	EA	1" SS INSERT CTS 6133T	2.5000	385.00
4160	77	EA	1" BALL VLV PJCXFIP P-25170N LOW LEAD	147.0000	11,319.00
4170	800	FT	1"X100' CTS PURPLE PE TUBING	.6500	520.00
<b>Package Sub-total:</b>				<b>336.61</b>	<b>25,919.00</b>
<b>Section Sub-total:</b>					<b>25,919.00</b>
<b>***SINGLE SERVICE LONG(83)***</b>					

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CUSTOMER NO	JOB NAME	QUOTE NO	QUOTE DATE	PAGE
231872	SEMINOLE PALMS PHASE 1 - 6-15-23 D	6360004	7/05/23	10

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4210	83		LONG REUSE SVCS - 83 EACH		
4220	36	EA	6X1 IP 202NS SDL 6.63-6.90	87.0000	3,132.00
4230	47	EA	4X1 IP 202NS SDL 4.50-4.80	76.0000	3,572.00
4240	83	EA	1" BALL CORP MIPXPJC P-25028N LOW LEAD	99.0000	8,217.00
4250	166	EA	1" SS INSERT CTS 6133T	2.5000	415.00
4260	83	EA	1" BALL VLV PJCXFIP P-25170N LOW LEAD	147.0000	12,201.00
4270	4160	FT	2" SCH40 PVC PIPE BE	2.7700	11,523.20
4280	4200	FT	1"X100' CTS PURPLE PE TUBING	.6500	2,730.00
<b>Package Sub-total:</b>				<b>503.50</b>	<b>41,790.20</b>
<b>Section Sub-total:</b>					<b>41,790.20</b>
<b>***CONFLICTS***</b>					
4320	8	EA	4" MJ 45 C153	63.0000	504.00
4330	16	EA	4" ONE-LOK MJ REST PVC SLCE4	36.0000	576.00
4340	16	EA	4" MJ REGULAR ACC LESS GLAND	15.0000	240.00
<b>Section Sub-total:</b>					<b>1,320.00</b>
<b>Subtotal:</b>					<b>1,459,365.90</b>
<b>Tax:</b>					<b>87,587.14</b>
<b>Bid Total:</b>					<b>1,546,953.04</b>

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Ent By DAP 7/05/23 15:59:34

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

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and CRE-KL Seminole Woods Owners, LLC and their respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.
25. **THIRD PARTY RIGHTS.** CRE-KL Seminole Woods Owners, LLC shall be a third party beneficiary of this Agreement, with the right to enforce the terms of this Agreement.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Seminole Palms Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8018629966C-2, affirms that the tangible personal property purchased pursuant to a Purchase Order from Fortiline Waterworks will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Contractor Agreement*, dated November 22, 2022 with Pipeline Constructors Inc. (Contractor) for the construction of public infrastructure associated with the Seminole Palms Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

*You must initial each of the following requirements.*

CR 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

CR 2. The vendor's invoice will be issued directly to Governmental Entity.

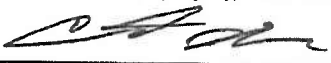
CR 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

CR 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

CR 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

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

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

  
Signature of Authorized Representative

Vice Chair  
Title

Seminole Palms CDD  
Purchaser's Name (Print or Type)

6/28/23  
Date

Federal Employer Identification Number: 87-4753000

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

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

# EXHIBIT 16

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: American Precast - Robert Neill

ADDRESS: 10483 General Ave., Jacksonville, FL 32220

TELEPHONE NUMBER: 904-657-6076 robert@american-ps.com

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

**See attached**

3. Quantity needed as estimated by CONTRACTOR. **See attached**


4. The price quoted by the supplier for the construction materials identified above. \$ **See attached**

5. The sales tax associated with the price quote. \$0

6. Shipping and handling insurance cost. \$ **See attached**

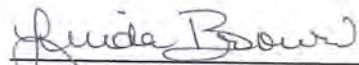
7. Delivery dates as established by Contractor. **TBD**

OWNER: **Seminole Palms Community Development District**

  
Vice Chair  
Authorized Signature (Title)

6/28/23  
Date

CONTRACTOR: **Pipeline Constructors Inc.**

  
Authorized Signature (Title)

3-14-23  
Date

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

**PURCHASE ORDER**  
**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Seminole Palms Community Development District	Seller:	American Precast Structures
Address:	c/o Vesta District Services 250 International Parkway, Suite 208, Lake Mary, Florida 32746	Address:	10483 General Ave. Jacksonville, FL 32220
Phone:	321-263-0132 x. 193	Phone:	904-467-7700

"Project"			
Project Name:	Seminole Palms Site Work Project	Contract Date:	November 22, 2022, assigned on February 28, 2023
Project Address:	Seminole Palms CDD Flagler County, Florida		

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

**Schedule** – The Goods shall be delivered within 100 days from the date of this Order.

**Price** – \$ 574,941.00

Certificate of Exemption # 85-8018629966C-2

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

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

Owner 

By:

Name: Christopher Reese

Title: Vice Chair

Date Executed: 6/28/23

**AMERICAN PRECAST STRUCTURES**

Seller

By: 

Name: Robert Nail

Title: Manager

Date Executed: June 27, 2023




**EXHIBIT A:** Proposal

**EXHIBIT B:** Terms and Conditions

**EXHIBIT A**

**Vendor's Proposal**



 <p>10483 GENERAL AVE. JACKSONVILLE, FL 32220 904.467.7700/904.337.1967F</p>  	<b>Rev 3 PURCHASE PROPOSAL</b>		
	Quote #:	Q22-1603	Date: 10/4/2022
	Project:	Seminole Palms Phase 1	
	Engineer:	Kimley-Horn	
	Bid Date:	10/4/2022	Rev Date: 5/16/2023
	Location:	Flagler	
	Company:	Seminole Palms CDD	
Contact:			
Phone/Email:			

Quantity		Description	Unit Price	Line Total
2	EA	0-4' SSMH (48" dia): 5" Wall, 6" Base Ext, Boots, Invert, RamNek, Joint Tape, EW-1 In and Out, 227-AS-ORS R&C (93,98)	\$2,694	\$5,388
6	EA	4-6', as above (86,94,95,96,97,99)	\$3,033	\$18,198
7	EA	6-8', as above (76,77,78,84,85,87,88)	\$3,951	\$27,657
10	EA	8-10', as above (79,80,89,90,91,92,101,102,103,104)	\$4,551	\$45,510
7	EA	10-12', as above (81,82,83,105,106,107,108)	\$5,033	\$35,231
1	EA	12-14', as above (109)	\$5,807	\$5,807
3	EA	14-16', as above (110,111,112)	\$6,239	\$18,717
2	EA	16-18', as above (113,114)	\$6,912	\$13,824
1	EA	8-10' SSMH (48" dia): 5" Wall, 6" Base Ext, Boots, Invert, RamNek, Joint Tape, EW-1 In and Out, Drop Pad, 227-AS-ORS R&C (100)	\$4,685	\$4,685
1	EA	18-20' Receiving SSMH (48" dia): 5" Wall, 6" Base Ext, Boots, Invert, RamNek, Joint Tape, EW-1 Out, Spectrashield Lined Int, 227-AS-ORS R&C (54)	\$13,170	\$13,170
1	EA	22-24' Lift Station (120" dia): 12" Base Slab w/ 18" Ext, 12" Wall, 12" Top Slab, RamNek, Joint Tape, EW-1 Out, Spectrashield Lined Int, APD 48"X48" Hatch <b>HL = 24 Tons</b>	\$67,941	\$67,941
114	EA	24" Dia Grade Rings (3 per structure at your request)	\$60	\$6,840
				\$0
35	EA	4-6' Type "C" Inlet w/ 6212 T Iron Grate, B&C (96, 98, 99, 100, 101, 104, 108, 110, 112, 113, 114, 116, 117, 118, 122, 126, 127, 130, 131, 141, 148, 149, 150, 151, 152, 153, 154, 155, 157, 159, 160, 161, 162, 165, 175)	\$2,234	\$78,190
5	EA	6-8', as above (123, 140, 146, 192,193)	\$2,978	\$14,890
1	EA	8-10', as above (145)	\$4,126	\$4,126
1	EA	10'-12' as above. (103)	\$5,180	\$5,180
1	EA	0'-4' D Inlet w/6626 Traffic Steel Grate, B/C. (191)	\$2,780	\$2,780
1	EA	4'-6' as above. (207)	\$3,149	\$3,149
1	EA	6-8' Type "D" Inlet w/ 6626 T Steel Grate, B&C (124)	\$5,074	\$5,074
2	EA	8-10', as above (129,137)	\$5,278	\$10,556
1	EA	6'-8' E Inlet w/6290 Traffic Iron Grate, B/C. (95)	\$4,273	\$4,273
		<b>Control Structures</b>		\$0
7	EA	6'-8' D Control Structure w/6626 Traffic Steel Grate, B/C. <b>No Skimmer.</b> (BU3, BU4, BU7, BU8, BU11, BU12, BU13)	\$3,827	\$26,789
3	EA	4-6' Control Type "D" Inlet w/ 6626 T Steel Grate, 1/8"Alum Skim, B&C. (CS-E, CS-GH, CS-I)	\$5,922	\$17,766
1	EA	6-8', as above (CS-L)	\$5,884	\$5,884
1	EA	4-6' Control Type "E" Inlet w/ 6290 T Iron Grate, 1/8"Alum Skim, B&C (CS-P)	\$5,261	\$5,261
1	EA	4-6' Control Type "H" Inlet w/ 6292 T Iron Grate, 1/8"Alum Skim, B&C (CS-WET9)	\$5,688	\$5,688

1	EA	4-6' Type "E" Inlet w/ 6290 T Iron Grate, B&C (BU2) "Bubble Up"	\$3,481	\$3,481
11	EA	4-6' MH w/ 170-E R&C (102, 109, 115, 128, 133, 147, 156, 158, 163, 164, 205)	\$2,408	\$26,488
9	EA	6-8', as above (97, 119, 120, 121, 132, 134, 135, 144, 203)	\$3,372	\$30,348
5	EA	8-10', as above (136, 138, 139, 142, 143)	\$4,831	\$24,155
1	EA	10'-12' as above. (105)	\$5,803	\$5,803
6	EA	36" MES, 4:1 Slope (22, 23, 28, 32, 40, 41)	\$1,577	\$9,462
2	EA	30" MES, 4:1 Slope (35, 36)	\$1,240	\$2,480
3	EA	15"/18 MES, 4:1 Slope (47, 75, 208)	\$526	\$1,578
69	EA	24" Dia Grade Rings (3 per structure at your request)	\$60	\$4,140
				\$0
		Rev 3		\$0
2	EA	6'-8' D Inlet w/6626 Traffic Steel Grate, B/C. (93, 188)	\$3,660	\$7,320
1	EA	8'-10' As Above. (125)	\$3,940	\$3,940
2	EA	36" MES, 4:1 Slope (17, 18)	\$1,586	\$3,172
				\$0
				\$0
				\$0

Qualifications (Grade Rings Not Included)	24" Dia Grade Rings @ \$60/ea 32" Dia Grade Rings @ \$75/ea Curb Inlet Grade Rings @ \$130/ea
	Any product not shipped within 6 months of submittal will be subject to price escalation.

Subtotal		\$574,941
Tax	0.0%	\$ -
<b>Total</b>		<b>\$574,941.00</b>
FOB Jobsite      Unloaded By Others		
Lead Time	TBD	
Terms	NET 30	

\*\*Quote valid for 30 days\*\*

Quoted By: Bobby Smith / American Precast Structures, LLC  
[Bobby@American-PS.com](mailto:Bobby@American-PS.com)

Quote Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_

## TERMS AND CONDITIONS (Are effective upon start of project)

Latest Revision Date January 24, 2023

**DELIVERY:** Delivery will be made to the jobsite using a common carrier of American Precast Structures, LLC (APS) choosing. Contractor must provide adequate roads for freight carrier. Unless otherwise noted, freight has been quoted for a single delivery. "Short Loads" will incur an additional freight charge to be determined at time of delivery. Multiple stage deliveries may be available, at APS discretion. If a multi-stage delivery is requested/provided, additional costs will apply. The customer will be prepared to receive material upon delivery at address provided. If the customer is unable to receive delivery, the customer is responsible for all additional storage and/or re-consignment charges. Equipment may be required for offloading. APS Bill of Lading will be accepted as proof that material was shipped in satisfactory condition. If damage or loss occurred to material during shipping, **damage or loss MUST be noted on a delivery ticket**. Full inspection of material must take place no later than 24 hrs after receipt of material and any concealed damage or loss must be reported within this 24 hr time period. APS agrees to perform due diligence in prosecuting damage or loss claims against the delivering carrier, to the best of their ability. The customer understands that their cooperation will be required, and agrees to offer their unconditional assistance.

**PRODUCT SPECIFICATIONS:** This order will be supplied per information provided by requesting party, FDOT and/or ASTM specifications. It remains the EOR and purchaser's responsibility to confirm compliance with construction documents. **Grade rings are not included within the unit prices unless specifically indicated within the items description.**

**PURCHASE ORDERS:** We are an off-site supplier. Vendor applicable purchase orders will be executed upon submission and review and shall be considered secondary to the terms put forth in this document. Purchase orders with subcontractor specific contract language will not be accepted.

**WARRANTY:** APS warranties purchased items for a period of one (1) year from the Date of Substantial Completion. This warranty does not apply to vandalism, abuse, or abnormal use. Warranty claims not accompanied by signed letter of explanation and photographs will be considered invalid. APS will repair or replace defective item(s) at their sole discretion. Customer agrees to make minor repairs and alterations to structures without recourse to APS. We do not accept responsibility for installation and inappropriate handling of the materials delivered. Any installation errors voids any and all warranties, expressed or implied, except warranty of title.

**SHOP DRAWINGS/ SPECIFICATION SHEETS:** APS shop drawings and specification sheets bear nominal dimensions and are subject to minor revisions without notice.

**DESIGN LOAD:** Unless otherwise noted, all precast structures are designed for H20 or HL93 loadings as applicable. Final design and grate loadings are as specified on submittal drawings. Special or modified structures are to be designed by CES (or equal) for a fee and who's design shall be accepted by contractor/EOR/owner.

**PAYMENT TERMS:** Terms of purchase shall be balance net 30. Retention/Holdback will not be tolerated. In cases where retention is held, the amount will be treated as a past due amount subject to penalties and collection efforts outlined below. Interest on amounts which remain due past the allowable 30 days will accrue at a rate of 1 1/2% per month. Customer will be held liable for all account collection expenses, including reasonable attorney's fees and collection service fees. If litigation were needed, all transactions would occur in Duval County, Florida. Credit card payments are accepted within 30 days of delivery date without penalty for established accounts. Credit card payments 31 days and later are subject to 3% convenience fee applied to any amount processed. All non-established accounts are required to pay the 3% credit card convenience fee. Any product not delivered after six months from manufacture date will be charged storage fees up to the full cost of structure. Any structure and it's accessories not received will be charged full price plus any restocking/return/disposal fees.

**PRICE INCREASES:** Quote is valid for 30 days from date of issue (not bid date). Quote will be subject to confirmation after 30 days. Price increase(s) may be assessed on any product not shipped within six months of submittal date. Additionally, we reserve the right to pass along significant price increases to the contractor immediately upon receipt of such. Contractor will be responsible any price increases incurred.

**RETURNS:** Returns of new or like new material will be considered on a case by case basis subject to management approval. No custom made precast structures will be considered returnable. Items that are returnable will be subject to a 25% restocking fee.

**CHARGE BACK POLICY:** Customer further agrees that no unilateral charge back measures will be employed to rectify a dispute of any kind with APS. If customer contends that some charge back is due, written notice of the request to withhold payment will be submitted for APS review and approval. Unilateral charge back amounts will be treated as unpaid payments, and the amount will be treated as a past due amount subject to penalties and collection efforts outlined above.

**CHANGES:** Changes to the order, following execution of this agreement, will be accepted. Written notification of the change is required. APS reserves the right to charge cancellation or modification fees up to and including the full unit value of all items affected and if any shipping costs were incurred.

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

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and CRE-KL Seminole Woods Owners, LLC and their respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.
25. **THIRD PARTY RIGHTS.** CRE-KL Seminole Woods Owners, LLC shall be a third party beneficiary of this Agreement, with the right to enforce the terms of this Agreement.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **the Seminole Palms Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to a Purchase Order from \_\_\_\_\_ will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Contractor Agreement*, dated November 22, 2022 with Pipeline Constructors Inc. (Contractor) for the construction of public infrastructure associated with the Seminole Palms Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

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

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

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

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

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

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

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

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

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

# EXHIBIT 17

## PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: County Materials Corporation

ADDRESS: 25750 CR 561 Astatula, Florida 34705

TELEPHONE NUMBER: (352) 343-8488

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

**See attached**

3. Quantity needed as estimated by CONTRACTOR. **See attached**

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


**\$ See attached**

5. The sales tax associated with the price quote. **\$0**

6. Shipping and handling insurance cost. **\$ See attached**

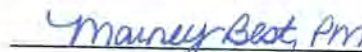
7. Delivery dates as established by Contractor. **See attached**

OWNER: **Seminole Palms Community Development District**

 Vice Chair  
Authorized Signature (Title)

6/22/23  
Date

CONTRACTOR: **Pipeline Constructors, Inc.**

  
Authorized Signature (Title)

6-21-2023  
Date

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



**PURCHASE ORDER  
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Seminole Palms Community Development District	Seller:	County Materials Corporation
Address:	c/o Vesta Property Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746	Address:	25750 CR 561 Astatula, FL 34705
Phone:	321-263-0132 x. 193	Phone:	(352) 343-8488

"Project"			
Project Name:	Seminole Palms Project (Site Work)	Contract Date:	November 22, 2022, assigned on February 28, 2023
Project Address:	Seminole Palms CDD		

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.  
**Schedule** – The Goods shall be delivered as mutually agreed to by the parties.  
**Price** – \$ 22,446.00  
**Certificate of Exemption** # 85-8018629966C-2

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

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

Owner

By: 

Name: Christopher Raese

Title: Vice Chair

Date Executed: 6/22/23

**COUNTY MATERIALS CORP.**

Seller

By: 

Name: Rick Bolinger

Title: Sales Representative

Date Executed: 6-18-2023

**EXHIBIT A:** Proposal  
**EXHIBIT B:** Terms and Conditions

**EXHIBIT A  
VENDOR PROPOSAL**



ASTATULA

25750 CR561  
 ASTATULA, FL 34705  
 Phone: (352)343-8488

Quotation

<b>Date:</b> 5/11/2023	<b>Bid Date:</b> 5/11/2023	<b>Time:</b> 12:00 PM	<b>Project:</b> 044-1527-23	<b>Revision:</b> 0
<b>Bid To:</b> Seminole Palms CDD C/O Pipeline	<b>Project Name:</b> Seminole Palms			
<b>Contact:</b> Seminole Palms CDD C/O Pipeline	<b>Project Address:</b>			
<b>Phone:</b>	<b>City/State/County:</b> Palm Coast, Florida, Flagler			
<b>Email:</b>	<b>Memo:</b>			
<b>Quoted By:</b> Rick Bolinger			<b>Cell:</b> (772)453-1103	
<b>Email:</b> rick.bolinger@countymaterials.com				

Description	UOM	Qty	Unit Price	Extension
<b>EILPTICAL PIPE</b> 24"X38" RCP HE CL3 (30" EQ)	LF	172.00	\$130.50	\$22,446.00
	<b>Net Price</b>			<b>\$22,446.00</b>
				<b>\$22,446.00</b>

\*MES BAR GRATES ARE AVAILABLE IN SINGLE, DOUBLE AND TRIPLE RUN, WITH OR WITHOUT BOLT FRAME. MES BAR GRATES ARE A SPECIAL ORDER ITEM, REQUIRE A MINIMUM OF 2 WEEKS PRODUCTION TIME, ARE NON-RETURNABLE AND NON-REFUNDABLE. CALL FOR MORE INFORMATION OR A QUOTE.

Material to be used for drainage

Clerical errors are subject to correction. All M.E.S. quoted as 4:1 slope unless otherwise noted. All quantities are rounded up to even joints.

PRICE & AVAILABILITY SUBJECT TO CHANGE AFTER 30 DAYS. All sales are subject to all applicable Sales Tax unless exempt tax status is provided prior to first shipment.

Prices quoted are FULL TRUCK LOAD QUANTITIES f.o.b. jobsite; TRUCK NEAR AS POSSIBLE TO JOBSITE UNDER OWN POWER. All ERCP and RCP will require off loading by customer. Subject to possible fuel surcharge. A minimum drop charge may apply on less than full truckload quantities.

A 30% restocking charge will be added to all returned items. ALL DESIGN/SPECIALTY ITEMS ARE NON RETURNABLE, NON REFUNDABLE, & REQUIRE A SIGNED ORDER OR PURCHASE ORDER.

Payment Terms: All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

~~Contract: This proposal when signed by Seller and Buyer constitutes a binding contract and is made for acceptance within thirty (30) days from date hereof unless used for bidding purposes, in which case it is for acceptance within thirty (30) days of the awarding of the contract. No other contract will be signed unless this quotation and its attached terms and conditions are made a part thereof. This bid is contingent upon successful negotiations of the contract for this project, between County Materials Corporation and the General Contractor / Contractor / Subcontractor.~~

~~Signature by Buyer, or Company PO, acknowledges acceptance of the terms and conditions attached. If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller.~~

County Materials

\_\_\_\_\_  
 Seller

\_\_\_\_\_  
 Buyer

Rick Bolinger - Sales Representative

\_\_\_\_\_  
 Print Name & Title: Authorized Rep. For Seller

\_\_\_\_\_  
 Print Name: Authorized Rep. For Buyer

Signature

Date

Signature

Date

*Delivery Contact Name:* \_\_\_\_\_

*Phone #:* \_\_\_\_\_

*Delivery Address:* \_\_\_\_\_

*Estimated Start:* \_\_\_\_\_

**Subject to Attached Terms & Conditions**

Signature by Buyer acknowledges acceptance of the terms and conditions attached.



## TERMS AND CONDITIONS OF QUOTATION/SALES CONTRACT

1. **CONTRACT TERMS:** The buyer listed on the face of this Quotation/Sales Contract ("Buyer") acknowledges, understands, and agrees that, by accepting this Quotation/Sales Contract ("Quotation/Sales Contract"), it shall be bound by the terms and conditions set forth herein ("Terms and Conditions"). Buyer further acknowledges, understands, and agrees that said Terms and Conditions shall be enforceable against Buyer by County Materials Corporation and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers, including but not limited to Central Processing Corporation and A-1 Transit Corporation ("Seller"). The sole agreement of the parties shall be made up of (1) this Quotation/Sales Contract, (2) Buyer's credit application, if any, and (3) Seller's order confirmation, if any ("Agreement"). This Agreement is the sole agreement under which Buyer shall purchase goods, materials, services, and/or products ("Products") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the Agreement. Any different or additional terms or conditions contained in Buyer's acceptance of this Quotation/Sales Contract, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the Agreement. Additional terms or changes to the Agreement, and alleged subsequent agreements between the parties, shall not be effective as against the Seller unless signed by an authorized representative of the Seller.
2. **CREDIT AND PAYMENT:** Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement with any other party, and with no right of setoff or retention. If delivery is to be delayed past the delivery date specified in this Agreement, either at the request of Buyer or through no fault of Seller, Buyer shall pay promptly in full for all Products sold hereunder. If Buyer is or becomes insolvent, or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made. In the event Buyer fails to make the demanded payment within fifteen (15) days after Seller's demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all harm or damages resulting from its failure to pay.
3. **INTEREST AND COSTS:** Invoices not paid when due shall bear interest at the rate of 1-1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate. Buyer shall be responsible for paying such interest incurred upon demand, together with reasonable costs of collection (including attorneys' fees and expenses) whether or not a lawsuit is commenced.
4. **TAXES:** Sales, use, excise, or similar taxes arising out of or relating to the sale, delivery, installation, or use of the Products, if any, are not included in the price on the Quotation/Sales Contract except as otherwise specified herein or in a separate written agreement between Buyer and Seller. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all such taxes are the sole responsibility of and shall be paid by Buyer. At any time Seller shall have the right to separately bill Buyer for such taxes which the Seller may have been required to pay and the Buyer shall promptly reimburse the Seller for the entire amount of such taxes.
5. **CHANGE ORDERS:** Change orders after receipt of Buyer's order may necessitate rescheduling estimated delivery date(s) for Buyer's order. Change orders may result in additional charges for time, labor, and/or materials costs, which shall increase the Buyer's contract price stated in this Quotation/Sales Contract. Buyer understands and acknowledges any change order made by Buyer may delay the delivery date for the Product(s) ordered and Buyer agrees to bear any additional costs arising out of or resulting from any change order made by Buyer, pursuant to the Terms and Conditions herein. Buyer and Seller shall agree on the necessary changes in price and estimated delivery date(s), if any, for any change in scope or additional work before Seller is obligated to proceed with any change requested by Buyer.
6. **DELAYS:** Buyer shall reimburse Seller for all expenses incurred by Seller which arise out of delays, including, without limitation, delays caused by Buyer, such as failure to timely submit necessary documents, approvals, or information needed by the Seller, the failure to accept delivery on a timely basis, etc. Seller will not be responsible for any delays resulting from a force majeure event, as set out in this Agreement below. Shipments of orders delayed for any reason in whole or in part beyond the control of Seller and beyond one (1) month of the ordered date are subject to an increase based on increased labor and materials costs. Any statements made relating to delivery dates, shipping dates, or production dates are not warranties and do not form part of the basis of the contract. Present lead times are good faith estimates and are not contractual nor are they intended to imply that time is of the essence.
7. **DELIVERY TERMS:**
- (1) All scheduled delivery dates are approximate.
  - (2) Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter private property to make delivery on site, Buyer shall be responsible for providing Seller with safe and adequate access to the site, along with a certificate of insurance, and Seller shall not be liable for any damage resulting from delivery of Products on private property or when required to deliver inside a curb line. Seller shall have the right to charge the Buyer the sum of \$90.00 per hour of waiting time in excess of one hour, and Buyer shall pay such charge upon demand.
  - (3) The driver of the delivery vehicle is empowered to refuse delivery or continue delivery if, in his opinion, the point where the Product is to be delivered is unsafe or is likely to prove dangerous. If the delivery vehicle is required to deliver at any point off a public road, the Buyer will be responsible for any and all damage to vehicles, pipes, manholes, underground utilities or any other property of any sort resulting therefrom and hereby indemnifies the Seller against any and all loss, damage, claims, costs, including legal costs on an indemnity basis or demands which the Seller may incur as a result of such delivery.
  - (4) Traffic control services shall be provided by the Buyer whenever required for safe delivery, and site access and egress.
  - (5) In the event that the Buyer requests that any Product be deposited on a street or public highway the Buyer shall be responsible for compliance with any and all city, county, or state regulations and/or permits and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify, defend, and hold harmless the Seller for any and all costs, claims, losses or expenses, including legal costs and fees, which the Seller may incur as a result of such delivery.
  - (6) Delivery schedules will be mutually agreed upon between Seller and Buyer.
8. **FREIGHT ALLOWANCE:** When Products are delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Buyer will pay such increase as part of the purchase price together with any additional costs arising out of delivery.
9. **CANCELLATION:** In the event the order is cancelled by Buyer prior to delivery, or Buyer otherwise fails to comply with its obligations under the Agreement, Seller shall be entitled to all damages incurred in connection with this order, including without limitation, restocking costs, material procurement costs, administrative costs, lost profits, incidental and consequential damages, and Seller's reasonable attorneys' fees and expenses, if any.



~~10. BACK CHARGES/DAMAGES:~~ Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless such charges are authorized in writing by Seller prior to these charges being incurred.

~~11. PERFORMANCE BONDS:~~ Seller will not pay for, nor allow deductions for, performance bonds.

~~12. NOTICE OF BID ACCEPTANCE:~~ To assure prompt delivery of the request Product, Buyer must inform Seller of bid acceptance as early as possible along with all pertinent data (taxable authorities, purchase order numbers, etc.) in order to provide Seller with sufficient time to provide the Product ordered by Buyer at the time requested by Buyer.

~~13. DESIGN OF PRODUCTS:~~ If Buyer is purchasing stock Products from Seller, Seller bears responsibility for designing Products in compliance with the applicable ASTM standard(s) and as described in Seller's sales material. If Buyer is purchasing non-stock Products that must meet certain specifications, then Buyer must provide Seller with specifications sufficient to permit Seller to draft production drawings for the Products in compliance with those specifications; furthermore, Seller has no responsibility for the design or creation of the Product specifications provided by the Buyer and is only responsible for drafting production drawings based on the specifications provided. Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed.

~~14. INSTALLATION OF PRODUCTS:~~ Unless otherwise agreed to by Seller as part of the Agreement, Seller shall have no responsibility for the installation, unloading, or maintenance of the Products, it being understood that the Seller's sole responsibility is described on the face hereof, and that harmful cracking or other damage may occur if the Products are not properly installed, unloaded, or maintained.

~~15. ADVICE:~~ Any installation advice provided verbally or outlined in technical literature provided by Seller and/or its affiliates, including County Materials Corp., is intended as a guide for informational purposes only and are not intended to replace sound engineering practice and judgment and should not be relied upon for that purpose.

~~16. INSPECTION AND TESTING:~~ All requests for inspections or tests not regularly conducted by the Seller are for the Buyer's account, and must be made by separate agreement as to the nature, extent of, and charges for such inspections or tests.

~~17. INSPECTION AND REJECTION OF NON-CONFORMING PRODUCTS:~~ (a) Buyer shall inspect all Products within 48 hours of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any non-conforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. At Seller's request and option, Buyer must provide Seller an opportunity to examine the alleged nonconforming Products without delay or a sample of the alleged non-conforming Products. The Products are in conformity if they do not deviate from the agreed specification at the time of passage of title and risk. (b) If Buyer timely notifies Seller of any non-conforming Products, Seller shall, in its sole discretion, either (i) provide conforming Products to replace any such non-conforming Products, or (ii) repair or remediate the non-conformity, or (iii) credit or refund the purchase price for such non-conforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the non-conforming Products to the location specified by Seller. If Seller exercises its option to provide replacement conforming Products, Seller shall ship conforming Products to Buyer at Buyer's expense and risk of loss after receiving Buyer's shipment of all non-conforming Products. (c) Buyer acknowledges and agrees that the remedies set forth in subsection (b) above are Buyer's exclusive remedies for the delivery of non-conforming Products.

~~18. LIMITATION OF LIABILITY: SELLER'S LIABILITY ON ANY CLAIM SHALL NOT EXCEED THE AMOUNT INVOICED FOR THE PRODUCTS ACTUALLY RECEIVED BY BUYER~~ for any loss or damage arising out of the supplying of any Product to Buyer, or the sale, operation, or use of the Product, whether such claim is based in contract, warranty, tort (including negligence) or other grounds, with regard to which such claim for loss or damage is made. ~~IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, PUNITIVE, OR EXEMPLARY DAMAGES, which could include, but is not limited to, loss of profits or revenue, loss of use of the Product or any associated product, cost of capital, cost of substitute products, cost of facilities or services, downtime costs, or claims by Buyer's customers for such damages, whether such damages arise as a result of breach of contract or warranty, a tort claim (including negligence), or on other grounds. THIS LIMITATION OF LIABILITY AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY SET FORTH BELOW FAILS OF ITS ESSENTIAL PURPOSE.~~ The above limitations do not include damages related to personal injury.

~~EXCLUSIVE LIMITED WARRANTY:~~ Seller warrants that stock Product, to the extent it is manufactured by Seller, shall be free from manufacturing defects in materials and workmanship and meet solely the description and specifications set forth in Section 13 above and conform to (subject to reasonable variance in accordance with normal industry practice) the applicable ASTM standard(s) for a period of thirty (30) days from delivery thereof, and all other warranties are expressly disclaimed as described in the capitalized sentence below. Seller may, in its sole discretion, also rely on any generally accepted industry standards. Seller retains the right, however, to change the dimensions, composition, design, performance, color, and appearance of the Product without liability if, in Seller's judgment, the change is non-material. Seller warrants that non-stock Product manufactured by Seller meet only those specifications and standards provided by Buyer for a period of thirty (30) days from delivery, all other warranties are expressly disclaimed as described in the capitalized sentence below, and Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed. Seller does not warranty any portion of Product not manufactured by Seller but Seller shall assign to Buyer, upon request, all assignable warranties of Seller's suppliers related to such Products. Acceptance by Buyer of the Product constitutes confirmation that the Product meets the description set forth above. ~~THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE OF FLORIDA OR ELSEWHERE.~~ This limited warranty only applies if the Product has not been subjected to misuse, negligence, or accident and have not been installed, maintained, altered, or repaired in any manner that, in Seller's sole judgment, adversely affects the condition or operation of the Product. Further, the foregoing limited warranty and the exclusive remedy below run only in favor of the original Buyer and may not be assigned or otherwise transferred.

~~EXCLUSIVE REMEDY:~~ For any loss or damage arising out of supplying Product to Buyer, or the sale, operation, or use of the Product whether such claim is based in contract, warranty, tort (including negligence) or other grounds ~~BUYER'S EXCLUSIVE REMEDY IS LIMITED, at Seller's sole discretion, to either: (1) refund by Seller of the purchase price for any non-conforming Product sold hereunder; or (2) the repair of non-conforming Product or replacement of any non-conforming Product with new Product in its unfinished state. UNDER THIS EXCLUSIVE REMEDY, BUYER SHALL NOT RECOVER ANY OTHER COSTS FROM SELLER, including but not limited to costs for: return of non-conforming Product, delivery of replacement Product, removal of non-conforming Product, reinstallation of replacement Product (or products purchased to replace any non-conforming Product), and/or any labor charges incurred related to the Product. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, lost sales, injury to property, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY.~~ Seller will not be liable for any failure of Product to conform to the Exclusive Limited Warranty above caused by installation or maintenance of the Product, or use of other products/materials in conjunction with the Product that negatively impacts the Product or otherwise do not conform with industry standards. ~~The above limitations do not include damages related to personal injury.~~

~~19. CLAIMS: BUYER'S EXCLUSIVE PROCEDURE FOR COMMENCING CLAIMS~~ against Seller after acceptance of the Product shall be as follows: Notice of claims against Seller for breach of warranty or for any other alleged non-conformity of the Product ~~MUST BE GIVEN TO SELLER PROMPTLY UPON~~



**DISCOVERY AND MUST BE SUPPORTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER DISCOVERY** of the alleged breach or non-conformance to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice SHALL CONSTITUTE A WAIVER BY BUYER of their right to later make such a claim and Buyer shall be barred from the exclusive remedy permitted herein.

**20. FAILURE BY SELLER:** If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the Products without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Buyer (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Buyer may elect to terminate Buyer's continuing obligations under this Agreement. If Buyer elects to terminate the Buyer's obligations hereunder, Buyer shall be entitled to the return of all deposit money paid to Seller in connection with this Agreement. **TERMINATION OF THE AGREEMENT AND RETURN OF DEPOSIT MONEY ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A FAILURE TO COMPLY OR ABANDONMENT BY SELLER.**

**21. TITLE AND RISK OF LOSS:** For Products delivered by common carrier, Buyer accepts the risk of loss, shortage, destruction, or damage upon delivery of the Products by Seller to the common carrier, and Buyer's sole remedy shall be against the common carrier for any loss, shortage, damage, destruction, or damage to the Products resulting from shipment. For Product delivered by Seller or any of its affiliates, title and all risks of loss, shortage, damage, destruction, delay, etc. with respect to Product shall not pass to Buyer until delivery at the point described on the face of this Quotation/Contract or at such other point as may be designated by Buyer. All claims for loss, shortage, damage, destruction, delay, etc. to the Product delivered shall be made at the time such Product is delivered, and no such claim shall be allowed unless a notation of the loss, shortage, damage, destruction, delay, etc. is made on the delivery receipt for the products to which such claim applies. In no event shall Buyer's rights against Seller for loss, shortage, damage, destruction, delay, etc. exceed Buyer's rights for breach of warranty as set forth above. Buyer shall pay Seller for all expenses incurred in the production and delivery of the Product regardless of delays or Seller's inability to deliver said Product due to circumstances beyond its control. Seller shall retain any and all necessary lien rights allowable for payment on the Product subject to this Agreement until the purchase price plus any additional interest has been paid. Buyer hereby grants Seller a first priority security interest in all products until such time as Seller is paid in full all amounts due and owing under this Agreement.

**22. RETURNS:** No Products shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Buyer shall return the Products in good and saleable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned Products. Non-stock Products (i.e., custom-manufactured Products) are non-returnable.

**23. INDEMNITY:** Buyer shall defend, indemnify, and hold Seller harmless from any and all third-party losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorneys' fees and expenses of whatever nature and however arising or incurred (including but not limited to Seller's reasonable attorneys' fees and expenses in defending any third-party claims), which arise from Buyer's negligence or from Buyer's improper use (including use of the Product beyond its useful life), installation, possession, operation, maintenance, storage, or handling of the Products and which give rise to any claim against the Seller by the Buyer or a third party.

**24. FORCE MAJEURE:** Seller shall not be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed, in whole or in part, because of an act of God, shortages or lack of availability of raw materials, vendor or supplier performance, failure of suppliers or subcontracts to satisfactorily meet scheduled deliveries, equipment or facility failures, war, blockade, embargo, hostilities, revolution, terrorism, riots, civil commotion or insurrection, strike or lockout, labor dispute or other labor disturbance, slowdowns, epidemic or prevalent disease or illness with an actual or probable threat to human life, quarantine/travel restriction, fire, wind, earthquake or flood, theft or vandalism, severe weather, traffic delays, delays of third parties, government shutdown, or because of any law, order, proclamation, regulation or ordinance of any government, or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.

**25. ACTIONS:** No action for the enforcement of the remedies set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedies.

**26. VENUE AND CHOICE OF LAW:** Any action arising out of or related to the transactions contemplated by this Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Lake County Circuit Court located in Tavares, Florida without a jury, and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.

**27. SEVERABILITY AND WAIVER:** If any section or part of a section hereof is found to be unenforceable, then the remainder shall continue in full force and effect as if the unenforceable section or part thereof did not exist. Any delay or failure in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.

**28. CLERICAL ERRORS:** Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this Quotation/Sales Contract.

**29. SIGNATURE:** Either party may evidence execution of this Quotation/Sales Contract by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This Quotation/Sales Contract further may be signed in counterparts, each of which shall be part of this Agreement.

**30. CAUTION:** Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.

Rev: 01/07/2022



**Seller:** County Materials Corporation

**Buyer:** Seminole Palms CDD C/O Pipeline

Rick Bolinger SalesRep  
Print Name & Title: Authorized Rep. For County Materials Corp.

Seminole Palms CDD C/O Pipeline  
*Christopher Reese Vice Chair*  
Print Name & Title: Authorized Rep. For Buyer

*Rick Bolinger* 5/11/2023  
Signature Date

 e/22/23  
Signature Date

**Subject to Attached Terms & Conditions**  
Signature by Buyer acknowledges acceptance of the terms and conditions attached.



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

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times as mutually agreed to by the parties. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor. Owner shall have 48 hours to inspect and accept the Goods after delivery.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2021). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law. The warranty shall be for one (1) year from the date of delivery of the Goods.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, **CRE-KL Seminole Woods Owners, LLC**, and their respective officers, directors, Supervisors, employees, staff, and managers of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all liabilities, actual 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 Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.
25. **THIRD PARTY RIGHTS.** CRE-KL Seminole Woods Owners, LLC shall be third party beneficiaries of this Agreement, with the right to enforce the terms of this Agreement.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Seminole Palms Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to a Purchase Order from \_\_\_\_\_ will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Standard Form of Agreement Between Owner and Contractor*, dated February 6, 2023 with Pipeline Constructors, Inc. (Contractor) for the construction of public infrastructure associated with the Citation Boulevard Extension Project.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

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

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

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

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

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

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

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

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

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

# EXHIBIT 18

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
CHANGE ORDER TO PURCHASE ORDER

PROJECT: Seminole Palms Sitework Project  
OWNER: Seminole Palms CDD  
SELLER: American Precast Structures  
CONTRACTOR: Pipeline Constructors Inc.

Change Order No. 1  
Date: 12/4/23

ITEM NO.	DESCRIPTION OF CHANGE	AMOUNT +/-
1	Revision for additional structures	\$29,789.00

Net Change Order Amount \$29,789.00

Purchase Order Amount Prior to Change Order \$574,941.00

Revised Purchase Order Amount \$604,730.00

Comments: \_\_\_\_\_

ACCEPTABLE TO:

Mauney Best, PM  
Pipeline Constructors Inc., Contractor




DATE: 12.4.23

DocuSigned by:  
Cory Sittler  
8433466B9D1E445U...  
Kimley-Horn and Associates Inc., Engineer

DATE: 12/27/2023

DocuSigned by:  
Candice Bain  
C6D8BCF88ED4424  
Seminole Palms CDD, Owner

DATE: 1/2/2024

 <p>10483 GENERAL AVE. JACKSONVILLE, FL 32220 904.467.7700/904.337.1967F</p>  	<b>Rev 7 PURCHASE PROPOSAL</b>		
	Quote #:	Q22-1603	Date: 10/4/2022
	Project:	Seminole Palms Phase 1	
	Engineer:	Kimley-Horn	
	Bid Date:	10/4/2022	Rev Date: 11/30/2023
	Location:	Flagler	
	Company:	Seminole Palms CDD	
Contact:			
Phone/Email:			

Quantity		Description	Unit Price	Line Total
2	EA	0-4' SSMH (48" dia): 5" Wall, 6" Base Ext, Boots, Invert, RamNek, Joint Tape, EW-1 In and Out, 227-AS-ORS R&C (93,98)	\$2,694	\$5,388
6	EA	4-6', as above (86,94,95,96,97,99)	\$3,033	\$18,198
7	EA	6-8', as above (76,77,78,84,85,87,88)	\$3,951	\$27,657
10	EA	8-10', as above (79,80,89,90,91,92,101,102,103,104)	\$4,551	\$45,510
6	EA	10-12', as above (81,82,83,105,106,107)	\$5,033	\$30,198
2	EA	12-14', as above (108,109)	\$5,807	\$11,614
3	EA	14-16', as above (110,111,112)	\$6,239	\$18,717
2	EA	16-18', as above (113,114)	\$6,912	\$13,824
1	EA	8-10' SSMH (48" dia): 5" Wall, 6" Base Ext, Boots, Invert, RamNek, Joint Tape, EW-1 In and Out, Drop Pad, 227-AS-ORS R&C (100)	\$4,685	\$4,685
1	EA	18-20' Receiving SSMH (48" dia): 5" Wall, 6" Base Ext, Boots, Invert, RamNek, Joint Tape, EW-1 Out, Spectrashield Lined Int, 227-AS-ORS R&C (54)	\$13,170	\$13,170
1	EA	22-24' Lift Station (120" dia): 12" Base Slab w/ 18" Ext, 12" Wall, 12" Top Slab, RamNek, Joint Tape, EW-1 Out, Spectrashield Lined Int, APD 54"x54" Non-Traffic Hatch <b>HL = 24 Tons</b>	\$68,816	\$68,816
114	EA	24" Dia Grade Rings (3 per structure at your request)	\$60	\$6,840
				\$0
33	EA	4-6' Type "C" Inlet w/ 6212 T Iron Grate, B&C (96, 99, 100, 101, 108, 110, 112, 113, 114, 116, 117, 118, 122, 126, 127, 130, 131, 141, 148, 149, 150, 151, 152, 153, 154, 155, 157, 159, 160, 161, 162, 165, 175)	\$2,234	\$73,722
5	EA	6-8', as above (123, 140, 146, 192,193)	\$2,978	\$14,890
3	EA	8-10', as above (98,104,145)	\$4,126	\$12,378
1	EA	10'-12' as above. (103)	\$5,180	\$5,180
1	EA	0'-4' D Inlet w/6626 Traffic Steel Grate, B/C. (191)	\$2,780	\$2,780
1	EA	4'-6' as above. (207)	\$3,149	\$3,149
1	EA	6-8' Type "D" Inlet w/ 6626 T Steel Grate, B&C (124)	\$5,074	\$5,074
2	EA	6'-8' D Inlet w/6626 Traffic Steel Grate, B/C. (93, 188)	\$3,660	\$7,320
1	EA	8'-10' As Above. (125)	\$3,940	\$3,940
2	EA	8-10', as above (129,137)	\$5,278	\$10,556
1	EA	6'-8' E Inlet w/6290 Traffic Iron Grate, B/C. (95)	\$4,273	\$4,273
		<b>Control Structures</b>		\$0
1	EA	6'-8' C Control Structure w/6212 Traffic Iron Grate, 1/8" Aluminum Skimmer, B/C. (CS-L)	\$4,739	\$4,739
1	EA	4'-6' D Control Structure w/6626 Traffic Steel Grate, B/C. <b>No Skimmer.</b> (BU-15)	\$3,713	\$3,713
2	EA	4'-6' D Inlet w/6626 Traffic Steel Grate, B/C. (CS-t, CS-u)	\$3,057	\$6,114



7	EA	6'-8' As Above. (BU3, BU4, BU7, BU8, BU11, BU12, BU13)	\$3,827	\$26,789
1	EA	4-6' Control Type "D" Inlet w/ 6626 T Steel Grate, 1/8"Alum Skim, B&C. (CS-E)	\$5,922	\$5,922
2	EA	6-8', as above (CS-G, CS-MN)	\$5,884	\$11,768
1	EA	4-6' Control Type "E" Inlet w/ 6290 T Iron Grate, 1/8"Alum Skim, B&C ( CS-I)	\$5,973	\$5,973
1	EA	4-6' Control Type "H" Inlet w/ 6292 T Iron Grate, 1/8"Alum Skim, B&C (CS-WET9)	\$5,688	\$5,688
1	EA	4-6' Type "E" Inlet w/ 6290 T Iron Grate, B&C (BU2) "Bubble Up"	\$3,481	\$3,481
10	EA	4-6' MH w/ 170-E R&C (102, 109, 128, 133, 147, 156, 158, 163, 164, 205)	\$2,408	\$24,080
10	EA	6-8', as above (97, 115, 119, 120, 121, 132, 134, 135, 144, 203)	\$3,372	\$33,720
7	EA	8-10', as above (136, 138, 139, 142, 143, 189, 190)	\$4,831	\$33,817
1	EA	10'-12' as above. (105)	\$5,803	\$5,803
6	EA	36" MES, 4:1 Slope (22, 23, 28, 32, 40, 41)	\$1,577	\$9,462
4	EA	36" MES, 4:1 Slope (17, 18, 218, 221)	\$1,586	\$6,344
3	EA	30" MES, 4:1 Slope (36, 52, 53)	\$1,240	\$3,720
3	EA	15"/18 MES, 4:1 Slope (47, 75, 208)	\$526	\$1,578
69	EA	24" Dia Grade Rings (3 per structure at your request)	\$60	\$4,140
		Rev 7: Removed 219 & 220, added CS-t & CS-u		\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

Qualifications (Grade Rings Not Included)	24" Dia Grade Rings @ \$60/ea 32" Dia Grade Rings @ \$75/ea Curb Inlet Grade Rings @ \$130/ea <b>Any product not shipped within 6 months of submittal                  will be subject to price escalation.</b>
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Subtotal		\$604,730
Tax	0.0%	\$ -
<b>Total</b>		<b>\$604,730.00</b>
FOB Jobsite	Unloaded By Others	
<b>Lead Time</b>	<b>TBD</b>	
Terms	NET 30	

\*\*Quote valid for 30 days\*\*

Quoted By: Chip McGehee/ American Precast Structures, LLC  
[Chip@American-PS.com](mailto:Chip@American-PS.com)

Quote Accepted By: \_\_\_\_\_  
 Date: \_\_\_\_\_

**TERMS AND CONDITIONS (Are effective upon start of project)** Latest Revision Date July 14, 2023

**DELIVERY:** Delivery will be made to the jobsite using a common carrier of American Precast Structures, LLC (APS) choosing. Customer is allotted one (1) hour to unload. If exceeding the one hour threshold, contractor will be billed \$45 each additional 15 minutes, for the next hour, then \$225 each hour thereafter. Contractor must provide adequate roads for freight carrier. Unless otherwise noted, freight has been quoted for a single delivery. "Short Loads" will incur an additional freight charge to be determined at time of delivery. Multiple stage deliveries may be available, at APS discretion. If a multi-stage delivery is requested/provided, additional costs will apply. The customer will be prepared to receive material upon delivery at address provided. If the customer is unable to receive delivery, the customer is responsible for all additional storage and/or re-consignment charges. Equipment may be required for offloading. APS Bill of Lading will be accepted as proof that material was shipped in satisfactory condition. If damage or loss occurred to material during shipping, **damage or loss MUST be noted on a delivery ticket**. Full inspection of material must take place no later than 24 hrs after receipt of material and any concealed damage or loss must be reported within this 24 hr time period. APS agrees to perform due diligence in prosecuting damage or loss claims against the delivering carrier, to the best of their ability. The customer understands that their cooperation will be required, and agrees to offer their unconditional assistance.

**PRODUCT SPECIFICATIONS:** This order will be supplied per information provided by requesting party, FDOT and/or ASTM specifications. It remains the EOR and purchaser's responsibility to confirm compliance with construction documents. **Grade rings are not included within the unit prices unless specifically indicated within the items description.**

**PURCHASE ORDERS:** We are an off-site supplier. Vendor applicable purchase orders will be executed upon submission and review and shall be considered secondary to the terms put forth in this document. Purchase orders with subcontractor specific contract language will not be accepted.

**WARRANTY:** APS warranties purchased items for a period of one (1) year from the Date of Substantial Completion. This warranty does not apply to vandalism, abuse, or abnormal use. Warranty claims not accompanied by signed letter of explanation and photographs will be considered invalid. APS will repair or replace defective item(s) at their sole discretion. Customer agrees to make minor repairs and alterations to structures without recourse to APS. We do not accept responsibility for installation and inappropriate handling of the materials delivered. Any installation errors voids any and all warranties, expressed or implied, except warranty of title.

**SHOP DRAWINGS/ SPECIFICATION SHEETS:** APS shop drawings and specification sheets bear nominal dimensions and are subject to minor revisions without notice.

**DESIGN LOAD:** Unless otherwise noted, all precast structures are designed for H20 load as applicable. Final design and grate loadings are as specified on submittal drawings. Special or modified structures are to be designed by CES (or equal) for a fee and who's design shall be accepted by contractor/EOR/owner.

**PAYMENT TERMS:** Terms of purchase shall be balance net 30. Retention/Holdback will not be tolerated. In cases where retention is held, the amount will be treated as a past due amount subject to penalties and collection efforts outlined below. Interest on amounts which remain due past the allowable 30 days will accrue at a rate of 1 1/2% per month. Any product not delivered after six (6) months from manufacture date will be charged storage fees up to the full cost of structure. Any structure and it's accessories not received will be charged full price plus any restocking/return/disposal fees. By accepting this quote and/or requesting submittal drawings, customer/contractor agrees to pay for all materials ordered regardless of payment received from their customer. No retainage allowed.

Customer will be held liable for all account collection expenses, including reasonable attorney's fees and collection service fees. If litigation were needed, all transactions would occur in Duval County, Florida.

**CREDIT CARD PAYMENTS:** will be accepted within 15 days of delivery date without penalty for established accounts one year or older. Credit card payments 16 days and later are subject to 3% convenience fee applied to any amount processed. All non-established accounts (less than one year) are required to pay the 3% credit card convenience fee.

**PRICE INCREASES:** Quote is valid for 30 days from date of issue (not bid date). Quote will be subject to confirmation after 30 days. Price increase(s) may be assessed on any product not shipped within six months of submittal date. Additionally, we reserve the right to pass along significant price increases to the contractor immediately upon receipt of such. Contractor will be responsible any price increases incurred.

**RETURNS:** Returns of new or like new material will be considered on a case by case basis subject to management approval. No custom made precast structures will be considered returnable. Items that are returnable will be subject to a 25% restocking fee.

**CHARGE BACK POLICY:** Customer further agrees that no unilateral charge back measures will be employed to rectify a dispute of any kind with APS. If customer contends that some charge back is due, written notice of the request to withhold payment will be submitted for APS review and approval. Unilateral charge back amounts will be treated as unpaid payments, and the amount will be treated as a past due amount subject to penalties and collection efforts outlined above.



# EXHIBIT 19

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT  
CHANGE ORDER TO PURCHASE ORDER

PROJECT: Seminole Palms Sitework Project  
OWNER: Seminole Palms CDD  
SELLER: County Materials  
CONTRACTOR: Pipeline Constructors Inc.

Change Order No. 1  
Date: 12/4/23

ITEM NO.	DESCRIPTION OF CHANGE	AMOUNT +/-
1	Revision for additional pipe	\$29,731.40

Net Change Order Amount \$29,731.40

Purchase Order Amount Prior to Change Order \$22,446.00

Revised Purchase Order Amount \$52,177.40

Comments: \_\_\_\_\_

ACCEPTABLE TO:

Maureen Best, PM  
Pipeline Constructors Inc., Contractor

DATE: 12.4.23

DocuSigned by:

Cory Sittler  
Kimley-Horn and Associates Inc., Engineer

DATE: 12/27/2023

DocuSigned by:

Candice Bair  
Seminole Palms CDD, Owner

DATE: 1/2/2024



ASTATULA

25750 CR561

ASTATULA, FL 34705  
Phone: (352)343-8488

## Quotation

<b>Date:</b> 11/30/2023	<b>Bid Date:</b> 11/30/2023	<b>Time:</b> 12:00 AM	<b>Project:</b> 044-3493-23	<b>Revision:</b> 0
<b>Bid To:</b> Seminole Palms CDD C/O Pipeline	<b>Project Name:</b> Seminole Palms CDD			
<b>Contact:</b> Seminole Palms CDD C/O Pipeline	<b>Project Address:</b>			
<b>Phone:</b>	<b>City/State/County:</b> Florida, Flagler			
<b>Email:</b>	<b>Memo:</b> ADDITIONAL PIPE 11-30-2023			
<b>Quoted By:</b> Rick Bolinger			<b>Cell:</b> (772)453-1103	
<b>Email:</b> rick.bolinger@countymaterials.com				

Description	UOM	Qty	Unit Price	Extension
<b>ROUND PIPE</b>				
24" RCP CL3	LF	216.00	\$58.90	\$12,722.40
30" RCP CL3	LF	176.00	\$90.25	\$15,884.00
	<b>Net Price</b>			<b>\$28,606.40</b>
<b>END TREATMENTS</b>				
24"X38" MITERED END SECTION 4:1	EA	1.00	\$1,125.00	\$1,125.00
	<b>Net Price</b>			<b>\$1,125.00</b>
				<b>\$29,731.40</b>

\*MES BAR GRATES ARE AVAILABLE IN SINGLE, DOUBLE AND TRIPLE RUN, WITH OR WITHOUT BOLT FRAME. MES BAR GRATES ARE A SPECIAL ORDER ITEM, REQUIRE A MINIMUM OF 2 WEEKS PRODUCTION TIME, ARE NON-RETURNABLE AND NON-REFUNDABLE. CALL FOR MORE INFORMATION OR A QUOTE.

Material to be used for drainage

Clerical errors are subject to correction. All M.E.S. quoted as 4:1 slope unless otherwise noted. All quantities are rounded up to even joints.

PRICE & AVAILABILITY SUBJECT TO CHANGE AFTER 30 DAYS . All sales are subject to all applicable Sales Tax unless exempt tax status is provided prior to first shipment.

Prices quoted are FULL TRUCK LOAD QUANTITIES f.o.b. jobsite; TRUCK NEAR AS POSSIBLE TO JOBSITE UNDER OWN POWER. All ERCP and RCP will require off loading by customer. Subject to possible fuel surcharge. A minimum drop charge may apply on less than full truckload quantities.

A 30% restocking charge will be added to all returned items. ALL DESIGN/SPECIALTY ITEMS ARE NON RETURNABLE, NON REFUNDABLE, & REQUIRE A SIGNED ORDER OR PURCHASE ORDER.

Payment Terms: All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

Contract: This proposal when signed by Seller and Buyer constitutes a binding contract and is made for acceptance within thirty (30) days from date hereof unless used for bidding purposes, in which case it is for acceptance within thirty (30) days of the awarding of the contract. No other contract will be signed unless this quotation and its attached terms and conditions are made a part thereof. This bid is contingent upon successful negotiations of the contract for this project, between County Materials Corporation and the General Contractor / Contractor / Subcontractor.

Signature by Buyer, or Company PO, acknowledges acceptance of the terms and conditions attached. If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller.

County Materials

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 Seller

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 Buyer

Rick Bolinger - Sales Representative

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 Print Name & Title: Authorized Rep. For Seller

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 Print Name: Authorized Rep. For Buyer

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

*Delivery Contact Name:* \_\_\_\_\_

*Phone #:* \_\_\_\_\_

*Delivery Address:* \_\_\_\_\_

*Estimated Start:* \_\_\_\_\_

**Subject to Attached Terms & Conditions**

Signature by Buyer acknowledges acceptance of the terms and conditions attached.



## TERMS AND CONDITIONS OF QUOTATION/SALES CONTRACT

1. **CONTRACT TERMS:** The buyer listed on the face of this Quotation/Sales Contract ("Buyer") acknowledges, understands, and agrees that, by accepting this Quotation/Sales Contract ("Quotation/Sales Contract"), it shall be bound by the terms and conditions set forth herein ("Terms and Conditions"). Buyer further acknowledges, understands, and agrees that said Terms and Conditions shall be enforceable against Buyer by County Materials Corporation and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers, including but not limited to Central Processing Corporation and A-1 Transit Corporation ("Seller"). The sole agreement of the parties shall be made up of (1) this Quotation/Sales Contract, (2) Buyer's credit application, if any, and (3) Seller's order confirmation, if any ("Agreement"). This Agreement is the sole agreement under which Buyer shall purchase goods, materials, services, and/or products ("Products") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the Agreement. Any different or additional terms or conditions contained in Buyer's acceptance of this Quotation/Sales Contract, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the Agreement. Additional terms or changes to the Agreement, and alleged subsequent agreements between the parties, shall not be effective as against the Seller unless signed by an authorized representative of the Seller.

2. **CREDIT AND PAYMENT:** Buyer agrees to make prompt payment in accordance with the terms hereof, without reference to Buyer's agreement with any other party, and with no right of setoff or retention. If delivery is to be delayed past the delivery date specified in this Agreement, either at the request of Buyer or through no fault of Seller, Buyer shall pay promptly in full for all Products sold hereunder. If Buyer is or becomes insolvent, or is unable to pay its debts as they mature, or files or has filed against it a bankruptcy, insolvency, or similar petition, or if Seller in good faith doubts the ability of the Buyer to pay, Seller may demand cash payment in advance before shipments are made. In the event Buyer fails to make the demanded payment within fifteen (15) days after Seller's demand, Seller may cancel the unperformed portion of the contract, without prejudice to its right to hold Buyer liable for all harm or damages resulting from its failure to pay.

3. **INTEREST AND COSTS:** Invoices not paid when due shall bear interest at the rate of 1 1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate. Buyer shall be responsible for paying such interest incurred upon demand, together with reasonable costs of collection (including attorneys' fees and expenses) whether or not a lawsuit is commenced.

4. **TAXES:** Sales, use, excise, or similar taxes arising out of or relating to the sale, delivery, installation, or use of the Products, if any, are not included in the price on the Quotation/Sales Contract except as otherwise specified herein or in a separate written agreement between Buyer and Seller. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all such taxes are the sole responsibility of and shall be paid by Buyer. At any time Seller shall have the right to separately bill Buyer for such taxes which the Seller may have been required to pay and the Buyer shall promptly reimburse the Seller for the entire amount of such taxes.

5. **CHANGE ORDERS:** Change orders after receipt of Buyer's order may necessitate rescheduling estimated delivery date(s) for Buyer's order. Change orders may result in additional charges for time, labor, and/or materials costs, which shall increase the Buyer's contract price stated in this Quotation/Sales Contract. Buyer understands and acknowledges any change order made by Buyer may delay the delivery date for the Product(s) ordered and Buyer agrees to bear any additional costs arising out of or resulting from any change order made by Buyer, pursuant to the Terms and Conditions herein. Buyer and Seller shall agree on the necessary changes in price and estimated delivery date(s), if any, for any change in scope or additional work before Seller is obligated to proceed with any change requested by Buyer.

6. **DELAYS:** Buyer shall reimburse Seller for all expenses incurred by Seller which arise out of delays, including, without limitation, delays caused by Buyer, such as failure to timely submit necessary documents, approvals, or information needed by the Seller, the failure to accept delivery on a timely basis, etc. Seller will not be responsible for any delays resulting from a force majeure event, as set out in this Agreement below. Shipments of orders delayed for any reason in whole or in part beyond the control of Seller and beyond one (1) month of the ordered date are subject to an increase based on increased labor and materials costs. Any statements made relating to delivery dates, shipping dates, or production dates are not warranties and do not form part of the basis of the contract. Present lead times are good faith estimates and are not contractual nor are they intended to imply that time is of the essence.

### 7. DELIVERY TERMS:

(1) All scheduled delivery dates are approximate.

(2) Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter private property to make delivery on site, Buyer shall be responsible for providing Seller with safe and adequate access to the site, along with a certificate of insurance, and Seller shall not be liable for any damage resulting from delivery of Products on private property or when required to deliver inside a curb line. Seller shall have the right to charge the Buyer the sum of \$90.00 per hour of waiting time in excess of one hour, and Buyer shall pay such charge upon demand.

(3) The driver of the delivery vehicle is empowered to refuse delivery or continue delivery if, in his opinion, the point where the Product is to be delivered is unsafe or is likely to prove dangerous. If the delivery vehicle is required to deliver at any point off a public road, the Buyer will be responsible for any and all damage to vehicles, pipes, manholes, underground utilities or any other property of any sort resulting therefrom and hereby indemnifies the Seller against any and all loss, damage, claims, costs, including legal costs on an indemnity basis or demands which the Seller may incur as a result of such delivery.

(4) Traffic control services shall be provided by the Buyer whenever required for safe delivery, and site access and egress.

(5) In the event that the Buyer requests that any Product be deposited on a street or public highway the Buyer shall be responsible for compliance with any and all city, county, or state regulations and/or permits and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify, defend, and hold harmless the Seller for any and all costs, claims, losses or expenses, including legal costs and fees, which the Seller may incur as a result of such delivery.

(6) Delivery schedules will be mutually agreed upon between Seller and Buyer.

8. **FREIGHT ALLOWANCE:** When Products are delivered by trucks owned by Seller, any of its affiliates, or by carrier, the purchase price shall increase by an amount equal to the freight allowance. Buyer will pay such increase as part of the purchase price together with any additional costs arising out of delivery.

9. **CANCELLATION:** In the event the order is cancelled by Buyer prior to delivery, or Buyer otherwise fails to comply with its obligations under the Agreement, Seller shall be entitled to all damages incurred in connection with this order, including without limitation, restocking costs, material procurement costs, administrative costs, lost profits, incidental and consequential damages, and Seller's reasonable attorneys' fees and expenses, if any.

10. **BACK CHARGES/DAMAGES.** Seller will not permit or accept any back charges for any reason nor will it accept any assessment for damages due to delivery performance unless such charges are authorized in writing by Seller prior to these charges being incurred.

11. **PERFORMANCE BONDS:** Seller will not pay for, nor allow deductions for, performance bonds.

12. **NOTICE OF BID ACCEPTANCE.** To assure prompt delivery of the request Product, Buyer must inform Seller of bid acceptance as early as possible along with all pertinent data (taxable authorities, purchase order numbers, etc.) in order to provide Seller with sufficient time to provide the Product ordered by Buyer at the time requested by Buyer.

13. **DESIGN OF PRODUCTS:** If Buyer is purchasing stock Products from Seller, Seller bears responsibility for designing Products in compliance with the applicable ASTM standard(s) and as described in Seller's sales material. If Buyer is purchasing non-stock Products that must meet certain specifications, then Buyer must provide Seller with specifications sufficient to permit Seller to draft production drawings for the Products in compliance with those specifications; furthermore, Seller has no responsibility for the design or creation of the Product specifications provided by the Buyer and is only responsible for drafting production drawings based on the specifications provided. Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed.

14. **INSTALLATION OF PRODUCTS:** Unless otherwise agreed to by Seller as part of the Agreement, Seller shall have no responsibility for the installation, unloading, or maintenance of the Products, it being understood that the Seller's sole responsibility is described on the face hereof, and that harmful cracking or other damage may occur if the Products are not properly installed, unloaded, or maintained.

15. **ADVICE:** Any installation advice provided verbally or outlined in technical literature provided by Seller and/or its affiliates, including County Materials Corp., is intended as a guide for informational purposes only and are not intended to replace sound engineering practice and judgment and should not be relied upon for that purpose.

16. **INSPECTION AND TESTING:** All requests for inspections or tests not regularly conducted by the Seller are for the Buyer's account, and must be made by separate agreement as to the nature, extent of, and charges for such inspections or tests.

17. **INSPECTION AND REJECTION OF NON-CONFORMING PRODUCTS:** (a) Buyer shall inspect all Products within 48 hours of receipt (the "Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any non-conforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. At Seller's request and option, Buyer must provide Seller an opportunity to examine the alleged nonconforming Products without delay or a sample of the alleged non-conforming Products. The Products are in conformity if they do not deviate from the agreed specification at the time of passage of title and risk. (b) If Buyer timely notifies Seller of any non-conforming Products, Seller shall, in its sole discretion, either (i) provide conforming Products to replace any such non-conforming Products, or (ii) repair or remediate the non-conformity, or (iii) credit or refund the purchase price for such non-conforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the non-conforming Products to the location specified by Seller. If Seller exercises its option to provide replacement conforming Products, Seller shall ship conforming Products to Buyer at Buyer's expense and risk of loss after receiving Buyer's shipment of all non-conforming Products. (c) Buyer acknowledges and agrees that the remedies set forth in subsection (b) above are Buyer's exclusive remedies for the delivery of non-conforming Products.

18. **LIMITATION OF LIABILITY:** SELLER'S LIABILITY ON ANY CLAIM SHALL NOT EXCEED THE AMOUNT INVOICED FOR THE PRODUCTS ACTUALLY RECEIVED BY BUYER for any loss or damage arising out of the supplying of any Product to Buyer, or the sale, operation, or use of the Product, whether such claim is based in contract, warranty, tort (including negligence) or other grounds, with regard to which such claim for loss or damage is made. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, LIQUIDATED, PUNITIVE, OR EXEMPLARY DAMAGES, which could include, but is not limited to, loss of profits or revenue, loss of use of the Product or any associated product, cost of capital, cost of substitute products, cost of facilities or services, downtime costs, or claims by Buyer's customers for such damages, whether such damages arise as a result of breach of contract or warranty, a tort claim (including negligence), or on other grounds. THIS LIMITATION OF LIABILITY AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY SET FORTH BELOW FAILS OF ITS ESSENTIAL PURPOSE. The above limitations do not include damages related to personal injury.

**EXCLUSIVE LIMITED WARRANTY:** Seller warrants that stock Product, to the extent it is manufactured by Seller, shall be free from manufacturing defects in materials and workmanship and meet solely the description and specifications set forth in Section 13 above and conform to (subject to reasonable variance in accordance with normal industry practice) the applicable ASTM standard(s) for a period of thirty (30) days from delivery thereof, and all other warranties are expressly disclaimed as described in the capitalized sentence below. Seller may, in its sole discretion, also rely on any generally accepted industry standards. Seller retains the right, however, to change the dimensions, composition, design, performance, color, and appearance of the Product without liability if, in Seller's judgment, the change is non-material. Seller warrants that non-stock Product manufactured by Seller meet only those specifications and standards provided by Buyer for a period of thirty (30) days from delivery, all other warranties are expressly disclaimed as described in the capitalized sentence below, and Buyer understands that that harmful cracking or other damage may occur if the Product specifications are not properly designed. Seller does not warranty any portion of Product not manufactured by Seller but Seller shall assign to Buyer, upon request, all assignable warranties of Seller's suppliers related to such Products. Acceptance by Buyer of the Product constitutes confirmation that the Product meets the description set forth above. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE OF FLORIDA OR ELSEWHERE. This limited warranty only applies if the Product has not been subjected to misuse, negligence, or accident and have not been installed, maintained, altered, or repaired in any manner that, in Seller's sole judgment, adversely affects the condition or operation of the Product. Further, the foregoing limited warranty and the exclusive remedy below run only in favor of the original Buyer and may not be assigned or otherwise transferred.

**EXCLUSIVE REMEDY:** For any loss or damage arising out of supplying Product to Buyer, or the sale, operation, or use of the Product-whether such claim is based in contract, warranty, tort (including negligence) or other grounds- BUYER'S EXCLUSIVE REMEDY IS LIMITED, at Seller's sole discretion, to either: (1) refund by Seller of the purchase price for any non-conforming Product sold hereunder; or (2) the repair of non-conforming Product or replacement of any non-conforming Product with new Product in its unfinished state. UNDER THIS EXCLUSIVE REMEDY, BUYER SHALL NOT RECOVER ANY OTHER COSTS FROM SELLER, including but not limited to costs for: return of non-conforming Product, delivery of replacement Product, removal of non-conforming Product, reinstallation of replacement Product (or products purchased to replace any non-conforming Product), and/or any labor charges incurred related to the Product. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER. ANY CLAIM FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES for lost profits, lost sales, injury to property, or any other incidental or consequential loss IS THEREFORE BARRED PURSUANT TO THE TERMS OF THIS EXCLUSIVE REMEDY. Seller will not be liable for any failure of Product to conform to the Exclusive Limited Warranty above caused by installation or maintenance of the Product, or use of other products/materials in conjunction with the Product that negatively impacts the Product or otherwise do not conform with industry standards. The above limitations do not include damages related to personal injury.

19. **CLAIMS:** BUYER'S EXCLUSIVE PROCEDURE FOR COMMENCING CLAIMS against Seller after acceptance of the Product shall be as follows: Notice of claims against Seller for breach of warranty or for any other alleged non-conformity of the Product MUST BE GIVEN TO SELLER PROMPTLY UPON

DISCOVERY AND MUST BE SUPPORTED IN WRITING WITHIN SEVEN (7) CALENDAR DAYS AFTER DISCOVERY of the alleged breach or non-conformance to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice SHALL CONSTITUTE A WAIVER BY BUYER of their right to later make such a claim and Buyer shall be barred from the exclusive remedy permitted herein.

20. FAILURE BY SELLER: If at any time prior to delivery, Seller materially fails to fulfill its obligations hereunder or abandons production of the Products without cause, and such failure or abandonment is not corrected or commenced to be corrected within seven (7) days of written notice from Buyer (except for matters which by their nature cannot be corrected within said seven (7) days, in which case it shall be sufficient that Seller commenced to remedy such failure within said period and thereafter diligently proceeds), Buyer may elect to terminate Buyer's continuing obligations under this Agreement. If Buyer elects to terminate the Buyer's obligations hereunder, Buyer shall be entitled to the return of all deposit money paid to Seller in connection with this Agreement. TERMINATION OF THE AGREEMENT AND RETURN OF DEPOSIT MONEY ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A FAILURE TO COMPLY OR ABANDONMENT BY SELLER.

21. TITLE AND RISK OF LOSS: For Products delivered by common carrier, Buyer accepts the risk of loss, shortage, destruction, or damage upon delivery of the Products by Seller to the common carrier, and Buyer's sole remedy shall be against the common carrier for any loss, shortage, destruction, or damage to the Products resulting from shipment. For Product delivered by Seller or any of its affiliates, title and all risks of loss, shortage, damage, destruction, delay, etc. with respect to Product shall not pass to Buyer until delivery at the point described on the face of this Quotation/Contract or at such other point as may be designated by Buyer. All claims for loss, shortage, damage, destruction, delay, etc. to the Product delivered shall be made at the time such Product is delivered, and no such claim shall be allowed unless a notation of the loss, shortage, damage, destruction, delay, etc. is made on the delivery receipt for the products to which such claim applies. In no event shall Buyer's rights against Seller for loss, shortage, damage, destruction, delay, etc. exceed Buyer's rights for breach of warranty as set forth above. Buyer shall pay Seller for all expenses incurred in the production and delivery of the Product regardless of delays or Seller's inability to deliver said Product due to circumstances beyond its control. Seller shall retain any and all necessary lien rights allowable for payment on the Product subject to this Agreement until the purchase price plus any additional interest has been paid. Buyer hereby grants Seller a first priority security interest in all products until such time as Seller is paid in full all amounts due and owing under this Agreement.

22. RETURNS: No Products shall be returned to the Seller without its prior written approval of such return and of the terms and conditions relating thereto. Further, Buyer shall return the Products in good and saleable condition and shall pay any costs or charges arising out of such return, including shipping costs and a restocking charge equal to thirty percent (30%) of the purchase price of the returned Products. Non-stock Products (i.e., custom-manufactured Products) are non-returnable.

23. INDEMNITY: Buyer shall defend, indemnify, and hold Seller harmless from any and all third-party losses, damages, claims, penalties, liabilities, and expenses, including reasonable attorneys' fees and expenses of whatever nature and however arising or incurred (including but not limited to Seller's reasonable attorneys' fees and expenses in defending any third-party claims), which arise from Buyer's negligence or from Buyer's improper use (including use of the Product beyond its useful life), installation, possession, operation, maintenance, storage, or handling of the Products and which give rise to any claim against the Seller by the Buyer or a third party.

24. FORCE MAJEURE. Seller shall not be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed, in whole or in part, because of an act of God, shortages or lack of availability of raw materials, vendor or supplier performance, failure of suppliers or subcontracts to satisfactorily meet scheduled deliveries, equipment or facility failures, war, blockade, embargo, hostilities, revolution, terrorism, riots, civil commotion or insurrection, strike or lockout, labor dispute or other labor disturbance, slowdowns, epidemic or prevalent disease or illness with an actual or probable threat to human life, quarantine/travel restriction, fire, wind, earthquake or flood, theft or vandalism, severe weather, traffic delays, delays of third parties, government shutdown, or because of any law, order, proclamation, regulation or ordinance of any government, or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.

25. ACTIONS: No action for the enforcement of the remedies set forth herein shall be commenced more than one year after the cause of action accrued for the enforcement of such remedies.

26. VENUE AND CHOICE OF LAW: Any action arising out of or related to the transactions contemplated by this Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions wherever contained. The parties agree that any litigation shall be conducted exclusively in the Lake County Circuit Court located in Tavares, Florida without a jury, and the parties hereby consent to such jurisdiction and waive any personal jurisdiction or venue objections (including forum non conveniens) to such forum.

27. SEVERABILITY AND WAIVER: If any section or part of a section hereof is found to be unenforceable, then the remainder shall continue in full force and effect as if the unenforceable section or part thereof did not exist. Any delay or failure in the exercise of a right by Seller shall not be deemed a waiver thereof, and any agreement (express or implied) in an earlier instance not to exercise a right shall not be deemed a waiver in any subsequent instance.

28. CLERICAL ERRORS: Seller reserves the right to correct clerical errors or similar errors relating to price or any other terms shown in this Quotation/Sales Contract.

29. SIGNATURE: Either party may evidence execution of this Quotation/Sales Contract by facsimile or copy signature. Such signature shall be binding on said party and shall have the same force and effect as an original signature. This Quotation/Sales Contract further may be signed in counterparts, each of which shall be part of this Agreement.

30. CAUTION: Freshly mixed concrete or mortar may cause skin irritation or chemical burns. Avoid direct contact where possible and wash exposed skin areas promptly with water. Sawing or grinding of concrete products may result in the release of dust particles which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight fitting goggles is recommended when sawing or grinding concrete products.

Rev: 01/07/2022

**Seller:** County Materials Corporation

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**Buyer:** Seminole Palms CDD C/O Pipeline

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Rick Bolinger SalesRep

Seminole Palms CDD C/O  
Pipeline

Print Name & Title: Authorized Rep. For County Materials Corp.

Print Name & Title: Authorized Rep. For Buyer

*Rick Bolinger* 11/30/2023  
Signature Date

Signature Date

**Subject to Attached Terms & Conditions**

Signature by Buyer acknowledges acceptance of the terms and conditions attached.



# EXHIBIT 20

**RESOLUTION 2024-03**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Seminole Palms Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Flagler County, Florida;

**WHEREAS**, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by the Treasurer and by other such person(s) as may be authorized by the Board; and

**WHEREAS**, the Board has previously established a local operating bank account for the District; and

**WHEREAS**, the Board has previously designated authorized signatories on the bank account; and

**WHEREAS**, the Board desires to rescind and repeal the prior designation and designate new signatories on the account.

**NOW BE IT THEREFORE RESOLVED BY THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.** The Chair and Vice-Chair of the District's Board of Supervisors, Scott Smith and Johanna Lee and Bridgett Alexander of DPGF Management and Consulting, LLC, are hereby designated as authorized signatories on the District's operating bank account.

**Section 2.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. Further, upon its passage, any previously adopted resolution designating signatories on bank accounts for the District is rescinded and repealed.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of January, 2024.

ATTEST:

**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair, Board of Supervisors