MEADOW VIEW AT TWIN CREEKS

Community Development District

December 21, 2017

Meadow View at Twin Creeks

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092 Phone: 904-940-5850 - Fax: 904-940-5899

December 18, 2017

Board of Supervisors Meadow View at Twin Creeks Community Development District

Dear Board Members:

The Meadow View at Twin Creeks Community Development District meeting is scheduled for Thursday, December 21, 2017 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Following is the advance agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Approval of Minutes of the November 16, 2017 Meeting
- IV. Consideration of Change Order to Basham & Lucas Contract
- V. Consideration of Proposals from Environmental Services, Inc. for Protected Tree Inventory for Phase 2 and the Townhome Phase
- VI. Other Business
- VII. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - 1. Consideration of Requisition Nos. 64-73
 - 2. Consideration of Work Authorization No. 8
 - 3. Consideration of Additional Services Proposal from Basham & Lucas
 - 4. Consideration of Environmental Resource Permitting Services Proposals from ERS
 - 5. Consideration of Geotechnical Exploration and Engineering Services Proposal from Ellis & Associates
 - 6. Ratification of Redi-Rock Retaining Wall Design Proposal from Universal Engineering Services
 - C. District Manager
- VIII. Financial Reports
 - A. Balance Sheet & Income Statement
 - B. Consideration of Funding Request No. 20
- IX. Supervisors' Requests and Audience Comments
- X. Next Scheduled Meeting January 18, 2018 at 10:00 a.m. at the offices of GMS

XI. Adjournment

Enclosed for your review and approval are copies of the minutes of the November 16, 2017 meeting.

The fourth order of business is consideration of change order to Basham & Lucas contract. The change order will be provided under separate cover.

The fifth order of business is consideration of proposal from Environmental Services, Inc. for protected tree inventory for Phase 2 and the Townhome Phase. Copies of the proposal are enclosed for your review.

Enclosed under financial reports is the balance sheet and income statement and funding request number 20.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting and additional support material, if any, will be presented and discussed at the meeting.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

James Perry

James Perry

District Manager Meadow View at Twin Creeks Community Development District



Meadow View at Twin Creeks Community Development District Agenda

Thursday December 21, 2017 10:00 a.m. Governmental Management Services 475 West Town Place St. Augustine, Florida 32092 Call In # 1-888-757-2790 Code 380298 www.meadowviewattwincreekscdd.com

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- XI. Adjournment



MINUTES OF MEETING MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District was held on Thursday, November 16, 2017 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Present and constituting a quorum were:

Bruce Parker Chairman
Blaz Kovacic Vice Chairman
Ben Bishop Supervisor

Also present were:

Jim Oliver District Manager

Wes Haber District Counsel (by phone)

Scott Land District Engineer

Rich Whetsel Riverside Management Services, Inc.

The following is a summary of the discussions and actions taken at the November 16, 2017 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS Call to Order

Mr. Oliver called the meeting to order.

SECOND ORDER OF BUSINESS Public Comment

There were no audience members in attendance.

THIRD ORDER OF BUSINESS Approval of Minutes of the October 19, 2017 Meeting

There were no comments on the minutes.

On MOTION by Mr. Kovacic seconded by Mr. Bishop with all in favor the minutes of the October 19, 2017 meeting were approved.

FOURTH ORDER OF BUSINESS

Consideration of Proposal from Universal Engineering Sciences for Retaining Wall Designs

Mr. Kovacic stated this proposal has been reviewed by the developer to our satisfaction.

On MOTION by Mr. Kovacic seconded by Mr. Parker with all in favor the proposal from Universal Engineering Sciences was approved.

FIFTH ORDER OF BUSINESS Other Business

Mr. Oliver stated Rich Whetsel with Riverside Management Services is here so either during the meeting or after if you want to talk about amenity staffing, he is available.

SIXTH ORDER OF BUSINESS Staff Reports

A. District Counsel

Mr. Haber stated Jere Earlywine spoke with the folks at Basham and Lucas, the district architect, and they indicated that the landscape designs are ready to go out for bid and asked that the Board authorize moving forward with an RFP for the landscape improvements along the main boulevard.

Mr. Parker stated I'm going to make a motion that we direct them to prepare an RFP with Basham and Lucas on an expedited basis and we can have Hopping Green answer the question later as to whether or not it's possible for the developer to do the work and sell it to the District.

On MOTION by Mr. Parker seconded by Mr. Bishop with all in favor to issue an RFP for landscape improvements was approved.

B. District Engineer

1. Consideration of Requisition Nos. 55-63

Mr. Land stated we have requisitions 55 through 63 for a total of \$847,603.05.

On MOTION by Mr. Bishop seconded by Mr. Parker with all in favor requisition numbers 55-63 were approved.

2. Consideration of Work Authorization No. 6

Mr. Land stated we have work authorization number six with ETM. This is for the amenity center. The site is a lot wetter than anyone anticipated so we are going back and raising the site by two feet so this is a change order for that.

On MOTION by Mr. Kovacic seconded by Mr. Parker with all in favor work authorization no. 6 was approved.

3. Consideration of Work Authorization No. 7

Mr. Land stated we have work authorization number seven with ETM. When lots are adjacent to upland buffers you are required to have a 25-foot setback and this was reflected in the PUD as well. The county has since changed its requirement on that. As long as the upland buffer is not within the lot, you do not have to have that 25-foot setback. However our PUD still reflects that same wording so this was to do a minor adjustment to take that out of the PUD and allow the normal 10-foot setback in the rear.

On MOTION by Mr. Kovacic seconded by Mr. Parker with all in favor work authorization no. 7 was approved.

4. Consideration of Work Authorization No. 2, Amendment 1

Mr. Land stated when ETM submitted their proposal for construction CEI work we tried to keep it as low as possible but there is some additional work needed so this is an amendment.

On MOTION by Mr. Kovacic seconded by Mr. Parker with all in favor work authorization no. 2, amendment 1 was approved.

C. District Manager

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet & Income Statement

Mr. Oliver stated there are no unusual variances.

B. Consideration of Construction Funding Request No. 19

Mr. Oliver stated funding request number 19 is in the amount of \$7,652.98

On MOTION by Mr. Bishop seconded by Mr. Parker with all in favor Funding Request No. 19 was approved.

EIGHTH ORDER OF BUSINESS Supervisors' Requests and Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Next Scheduled Meeting – December 21, 2017 at 10:00 a.m. at the Offices of GMS

Mr. Oliver stated the next scheduled meeting is December 21, 2017 at 10:00 a.m.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Parker seconded by Mr. Kovacic with all in favor the meeting was adjourned.

Secretary/Assistant Secretary	Chairman/Vice Chairman



Date of Issua	nce: December 21, 2017	Effective Date:	December 21, 2017	
District: Meac	District: Meadow View at Twin Creeks Community Development District			
Project: Entry	Tower, Amenity Center & Landscape Parkwa	ay Design & Construction Administration	n	
Contract: Ba	sham & Lucas Design Group, Inc. dated Janu 7	uary 19, 2016 (as assigned Date of Co	entract: June 26, 2017	
Architect: Ba	sham & Lucas Design Group, Inc.			
The foregoing a	greement is modified as follows upon execution of this Cha	inge Order:		
Description:				

Pursuant to a Bill of Sale dated July 7, 2017, the District previously acquired from Heartwood 23, LLC certain design plans and other work product relating to the District's entry tower, amenity center and landscape parkway projects. Additionally, and on June 26, 2017, the District accepted an assignment of a January 19, 2016 contract between Heartwood 23, LLC and Basham & Lucas Design Group, Inc. By way of clarification, the original assignment applied to all work governed by the January 19, 2016 contract and that constitutes part of the District's capital improvement plan (i.e., Parts 1 through 16, and Parts 19-21 to the extent that they apply to Parts 1 through 16, BUT NOT Part 17, which remains between Heartwood 23, LLC and Architect).

This change order is intended to authorize additional work and compensation under the January 19, 2016 contract, including construction administration for the landscape parkway project, as set forth in EXHIBIT A. Otherwise, the terms of the January 19, 2016 contract, together with the Addendum to Contract issued on or about June 26, 2017, continue to apply to this agreement.

Attachments: EXHIBIT A

ACCEPTED: MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT	ACCEPTED: BASHAM & LUCAS DESIGN GROUP, INC.
Ву:	Ву:
Title:	Title:
Date:	Date:

CHANGE ORDER NO. ___1____

EXHIBIT A

Beacon Lake Landscape Construction Administration Services Project #17-98

Date: December 5, 2017

To: Meadow View at Twin Creeks CDD

c/o Jim Oliver

Governmental Management Services, LLC

475 West Town Place, Suite 114

St. Augustine, FL 32092

Dear Jim.

Thank you for the opportunity to submit our professional design service proposal. We intend to provide the landscape construction administration services for the entry and parkway as well as the amenity pool area grading/drainage plan as outlined below for the referenced project.

Part 1: Hourly @ \$100.00 _____ (Not to exceed \$7,500)

Entry & Parkway Landscape Construction Administration

- A. We shall meet with selected contractor for pre-construction meeting and determine any qualifications and/or clarifications to their bid including plant/tree availability, suggested substitutions, availability concerns or any other aspect of their scope.
- B. If requested, we shall visit their nursery to review their proposed trees prior to delivery, tagging, conformance, quality, etc. (travel expenses are extra at \$1,500 per day plus expenses)
- C. We shall review proposed placement of specimen trees
- D. We shall review and critique quality of plant material after installation.
- E. We shall review typical irrigation systems components to verify compliance with our drawings.
- F. Trips to the site shall be invoiced at \$500 per trip plus expenses

Part 2: \$3,900

Fine Grading Design of the Pool Area

The intent of this fine grading design scope is to work with your civil engineer to establish finish grades inside the fenced pool area. Our plans shall denote finish grades, grading profiles and general intent for water conveyance to drain location. It is assumed that your civil engineer will take this information and verify its conformance with the overall civil plans for the amenity. Our drainage structures plan shall be diagrammatic and provided for the contractors use to give guidance for drainage sub-contractor to propose their design intent.

Revisions due to raising the overall site approximately 24"

The intent of this scope is to address all areas of the drawings that are effected by raising the overall site 24". This primarily is related to the hardscape areas adjacent to the lake but also includes review of the revised civil grading plans, landscape and any other related impacts.

- A. Review of dock area related hardscape
- B. Review of retaining wall related hardscape
- C. Review of various steps, ramps and planter walls

BASHAM & LUCAS DESIGN GROUP, INC. ("BLDG") shall perform the services limited to and specifically defined in this Agreement, BLDG shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by BLDG.

The review of contractor submittals (for example, shop drawings or project samples) is not included in BLDG's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by BLDG (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. BLDG's review is not a peer review and shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. BLDG's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, BLDG shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by BLDG.

Neither site visits for any purpose nor the observation by BLDG of any contractor's work are included in BLDG's scope of services unless specifically set forth in this Agreement. If BLDG is engaged to visit the site and conduct observations of a contractor's work, BLDG shall provide such services at the intervals agreed with Client in writing (including if agreed with Client in writing on a full-time basis) (or if no such interval is agreed upon in writing, then at such intervals as BLDG deems appropriate), subject to any limitations on the number of such visits set forth in this Agreement. The purpose of such observations is to become generally familiar with the progress and quality of the construction work or described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. BLDG shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an architect, BLDG shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor and has the right to authority to reject work that does not

conform to the construction documents. Notwithstanding the forgoing, BLDG shall not be responsible for, the acts or omissions of the contractors, subcontractors, or any other persons performing any of the construction work or for the failure of the contractor, subcontractors or any other persons performing any work to carry out their work in accordance with their contractual obligation or other applicable documents. If BLDG's scope of services includes providing such observation services on a full-time basis, BLDG shall endeavor to provide further information to the Client concerning BLDG-observed defects and deficiencies in the work of such contractor, but the furnishing of such full-time services shall not modify the rights, responsibilities or obligations of BLDG as described elsewhere in this Agreement, including this paragraph.

Reimbursables

All expenses such as printing cost, courier, postage, reproduction cost, travel expenses etc., shall be billed at direct cost plus 15% or the current mileage rate allowed by Federal Government.

The above services will be performed for the fees indicated after each item. Please initial the items you wish for us to provide in the space following each fee. Our standard hourly rates are available upon request. Payments to Basham & Lucas Design Group, Inc. shall be made on a monthly basis as invoiced according to a pro-rated amount of work completed each billing period. All payments shall be made no later than 30 days after receipt of invoice. A finance charge of 18% annually shall accrue and be due and payable for the period 30 days from the date of this invoice until such amount is paid. These fees shall be valid for a period of 90 days from the date of this proposal. Any "stop work" order for more than 30 days shall void this contract and all work completed up to that date shall be invoiced based on our percent of completion.



7220 Financial Way, Suite 100 Jacksonville, FL 32256

Phone 904-470-2200 * Fax 904-470-2112

www.environmentalservicesinc.com

11 December 2017

Mr. James Perry Meadow View at Twin Creeks Community Development c/o GMS, LLC 475 W. Town Place, Suite 114 St. Augustine, Florida 32092

RE: Beacon Lake Townhome Phase (EJ17431.00) St. Johns County, Florida

Dear Mr. Perry:

Thank you for contacting Environmental Services, Inc. (ESI). Pursuant to our recent conversation with Blaz Kovacic at BBX Capital, ESI is pleased to enclose the attached proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address above, by fax (904-470-2112) or via email (<u>ibrinson@esinc.cc</u>). We are prepared to proceed upon receipt of the signed contract. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.

Joe Brinson Senior Manager

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003-Admin-Proposal ESI2009-Final_v3
Controlled Document

PROPOSAL FOR SERVICES ESI PROJECT NO. EJ17430.01

The following Contract for Services is an agreement between Environmental Services, Inc. (ESI) and Meadow View at Twin Creeks Community Development (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

Project Name: Beacon Lake Townhome Phase

Project Location: St. Johns County, Florida

SCOPE OF SERVICES FIXED FEE

Task 1. Protected Tree Inventory

\$5,000.00

Based on St. Johns County Tree Ordinance (Section 4.01.05), ESI staff will locate and characterize the trees located on the approximately 60-acre Townhome Phase parcel identified. Protected trees will be flagged in the field for future identification, with flagging marked with a unique alphanumeric identifier. Relevant data on each tree will be collected, including diameter-at-breast-height (DBH – stem diameter at approximately 4.5 feet above groundline) and species. Data will be provided in tabular format, along with a drawing in cad format identifying approximate tree location.

Task 2. Credit Tree Inventory

\$3,500.00

An ESI Certified Arborist will locate and characterize all trees 2" and greater located in the remaining upland buffer identified by ETM. Trees will be flagged in the field for future identification, with flagging marked with a unique alphanumeric identifier. Relevant data on each tree will be collected, including diameter-at-breast-height (DBH – stem diameter at approximately, 4.5 feet above groundline) and species. Data will be provided in tabular format. All assessment and report production will be done by a Certified Arborist through the International Society of Arboriculture (ISA).

Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract.

Project Name: Beacon Lake Townhome Phase (EJ17431.00)

Project Location: St. Johns County, Florida

Task 1: Protected Tree Inventory Fee: \$5,000.00
Task 2: Credit Tree Inventory Fee: \$3,500.00

TERMS:

- . ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- . Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- . ESI will maintain a minimum \$1,000,000 errors and omissions (professional liability) insurance; \$1,000,000 per occurrence and \$2,000,000 aggregate general liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.
- . Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- . A retainer of \$0.00 is required; the retainer will be subtracted from the <u>last</u> invoice and is required by ESI to initiate work.
- . Client will provide ESI with any special billing formats or considerations with the signed contract.
- Billing is done monthly. <u>Payment is due immediately upon receipt of the invoice</u>; after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- . Client agrees that this contract is an agreement between Client and ESI. Payment is due from Client at the time services are performed. Payment shall not be contingent upon regulatory action or upon resolution of any legal matter that ESI is not a party to. If ESI is being contracted to complete work which Client will use in a legal dispute, Client agrees to pay ESI in a timely manner without regard to the current standing of that legal dispute. ESI fees may not be incorporated into real estate closings without prior written consent from ESI.
- . This agreement shall be governed by the laws of the State of Florida, United States. Any lawsuit, proceeding or action arising out of or relating to this agreement must be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each of the parties irrevocably submits and consents to the exclusive jurisdiction of such court in any such lawsuit, proceeding or action, and waives any defense or objection it may now or hereafter have to personal jurisdiction, venue, or inconvenient forum.
- . ESI rates change on March 1 of each year.
- . This proposal is valid for a period of 60 days following the date of issuance.

TERMS ACCEPT	CD:	ENVIRONMENTAL SERVICES, INC.		
SIGNATURE: _		SIGNATURE:	Hay & Howato	
NAME:		NAME:	Gary K. Howalt	
FIRM:		FIRM:	Environmental Services, Inc.	
TITLE:		TITLE:	Principal	
DATE:		DATE:	11 December 2017	
BILLING ADDRESS AND CONTACT IF DIFFERENT FROM ABOVE:				

Proposal EJ17431.00 2 11 December 2017

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ENVIRONMENTAL SERVICES, INC. SCHEDULE OF LABOR AND EXPENSE RATES

<u>POSITION</u>	<u>RATE</u>	EXPENSE	CHARGE
Technical		Additional Services	
Assistant Scientist	\$40.00/Hour	GIS/CAD Usage	\$30.00/Hour
Environmental Technician	\$50.00/Hour	Global Positioning System	\$50.00/Day
Project Scientist	\$60.00/Hour	ATV Usage	\$50.00/Day
Senior Scientist	\$75.00/Hour	Boat Usage	\$100.00/Day
Senior Geologist	\$120.00/Hour	Local Courier Service	\$13.00/Delivery
Project Archaeologist	\$45.00/Hour	Outside Graphics	Cost + 15%
Senior Archaeologist	\$60.00/Hour	All Subcontracted Services	Cost + 15%
Historic Resource Specialist	\$80.00/Hour	<u>Travel</u>	
Sustainability Specialist	\$100.00/Hour	Vehicle Mileage Rate	\$0.535/Mile
Project Forester	\$90.00/Hour	Travel Expenses	Cost
Senior Forester	\$105.00/Hour	Copies	
Project Manager	\$100.00/Hour	Photocopy Per Page	\$0.15
Senior Manager	\$110.00/Hour	Color Copy Per Page	\$1.50 8 ½ x 11
Forest Biometrician	\$115.00/Hour		\$2.50 8 ½ x 14
SR Forest Biometrician	\$145.00/Hour		\$3.00 11 x 17
VP/Technical Director	\$145.00/Hour	Full Size Copy Per Page	\$2.00 24 x 36
SR VP/Technical Director	\$160.00/Hour		or 36 x 48 b/w
SR VP II/Technical Director	\$180.00/Hour		\$20.00 24 x 36
Principal	\$200.00/Hour		or 36 x 48 color
Administrative		Blueprints or Xerox Per Page	\$2.50
Receptionist	\$35.00/Hour	Aerial Photography	\$50 0 - 15 acres
Administrative Assistant	\$50.00/Hour		\$100 16 - 50 acres
Exec. Admin Assistant	\$70.00/Hour		\$200 51 - 100 acres
Graphics			\$300 101 - 999 acres
GIS/CAD Technician	\$60.00/Hour		\$500 1000+ acres
GIS/CAD Analyst	\$80.00/Hour		
GIS/CAD Manager	\$105.00/Hour		
GIS/CAD Senior Manager	\$110.00/Hour		



Environmental Services, Inc. (ESI) is an environmental consulting firm which has been in business for over 31 years. ESI provides services in a variety of disciplines, please keep us in mind for your future environmental, cultural and sustainable resource needs.

Cultural Resource Management Ecology

- **Archaeology Surveys**
- Historic Structure Surveys
- Underwater Archaeology
- Conservation Analysis
- **Predictive Modeling**
- Cemetery Studies/Conservation

Carbon & Greenhouse Gas (GHG)

- Greenhouse Gas (GHG) **Emissions & Offsets**
- ANSI Accreditation under
- ISO 14065
- GHG Offset Validations/ Verifications
- GHG Emissions Verifications
- Ecosystem Services
- Air, Water, Waste Footprint
- Analysis and Reduction
- Sustainable Action Planning
- Education/Outreach

Forestry

- Tree Ordinance & Compliance
- Arboricultural Assessments
- & Landscape Planning
- Land Management Planning
- Fire Management & Prescribed Burning
- Timber Assessment & Management

- Due Diligence
- Permitting & Compliance
- Wetland Delineation/ Assessment
- Endangered & Threatened Species
- Mitigation
- Soil & Site Evaluation
- Aquatic & Marine Assessments
- **Erosion & Sediment** Control

Site Assessment & Remediation

- Phase I & II **Environmental Site** Assessments
- Soil & Groundwater
- Assessments
- Soil & Groundwater
- Remediation
- Petroleum/Hazardous Materials
- Storage Tank Management
- Brownsfields Assessments
- Industrial Hygiene
- **HUD** Environmental
- Assessments
- **USGBC LEED Green** Building

OFFICE LOCATIONS

Florida

Jacksonville (HO)

Daytona Beach Tallahassee

Georgia

Savannah

North Carolina

Raleigh

Wilmington

Ohio

North Lawrence

Ouestions?

Email us at info@esinc.cc

Follow ESI on Social Media











7220 Financial Way, Suite 100 Jacksonville, FL 32256

Phone 904-470-2200 * Fax 904-470-2112

www.environmentalservicesinc.com

11 December 2017

Mr. James Perry Meadow View at Twin Creeks Community Development c/o GMS, LLC 475 W. Town Place, Suite 114 St. Augustine, Florida 32092

RE: Beacon Lake Phase 2 (EJ17430.00) St. Johns County, Florida

Dear Mr. Perry:

Thank you for contacting Environmental Services, Inc. (ESI). Pursuant to our recent conversation with Blaz Kovacic at BBX Capital, ESI is pleased to enclose the attached proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address above, by fax (904-470-2112) or via email (<u>ibrinson@esinc.cc</u>). We are prepared to proceed upon receipt of the signed contract. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.

Joe Brinson Senior Manager

JLB/smc/EJ17430.proposal.doc S:pf121117f

003-Admin-Proposal ESI2009-Final_v3
Controlled Document

PROPOSAL FOR SERVICES ESI PROJECT NO. EJ17430.00

The following Contract for Services is an agreement between Environmental Services, Inc. (ESI) and Meadow View at Twin Creeks Community Development (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

Project Name: Beacon Lake Phase 2
Project Location: St. Johns County, Florida

SCOPE OF SERVICES FIXED FEE

Task 1. Protected Tree Inventory

\$7,000.00

Based on St. Johns County Tree Ordinance (Section 4.01.05), ESI staff will locate and characterize the trees located on the approximately 125-acre Beacon Lake Phase 2 parcel and Townhome Phase parcel identified. Protected trees will be flagged in the field for future identification, with flagging marked with a unique alpha-numeric identifier. Relevant data on each tree will be collected, including diameter-at-breast-height (DBH – stem diameter at approximately 4.5 feet above groundline) and species. Data will be provided in tabular format, along with a drawing in cad format identifying approximate tree location.

Task 2. Credit Tree Inventory

\$6,000.00

An ESI Certified Arborist will locate and characterize all trees 2" and greater located in the remaining upland buffer identified by ETM. Trees will be flagged in the field for future identification, with flagging marked with a unique alphanumeric identifier. Relevant data on each tree will be collected, including diameter-at-breast-height (DBH – stem diameter at approximately, 4.5 feet above groundline) and species. Data will be provided in tabular format. All assessment and report production will be done by a Certified Arborist through the International Society of Arboriculture (ISA).

Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract.

Project Name: Beacon Lake Phase 2 (EJ17430.00)

Project Location: St. Johns County, Florida

Task 1: Protected Tree Inventory Fee: \$7,000.00
Task 2: Credit Tree Inventory Fee: \$6,000.00

TERMS:

- . ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- . Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- . ESI will maintain a minimum \$1,000,000 errors and omissions (professional liability) insurance; \$1,000,000 per occurrence and \$2,000,000 aggregate general liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.
- . Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- . A retainer of \$0.00 is required; the retainer will be subtracted from the <u>last</u> invoice and is required by ESI to initiate work.
- . Client will provide ESI with any special billing formats or considerations with the signed contract.
- Billing is done monthly. <u>Payment is due immediately upon receipt of the invoice</u>; after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- . Client agrees that this contract is an agreement between Client and ESI. Payment is due from Client at the time services are performed. Payment shall not be contingent upon regulatory action or upon resolution of any legal matter that ESI is not a party to. If ESI is being contracted to complete work which Client will use in a legal dispute, Client agrees to pay ESI in a timely manner without regard to the current standing of that legal dispute. ESI fees may not be incorporated into real estate closings without prior written consent from ESI.
- This agreement shall be governed by the laws of the State of Florida, United States. Any lawsuit, proceeding or action arising out of or relating to this agreement must be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each of the parties irrevocably submits and consents to the exclusive jurisdiction of such court in any such lawsuit, proceeding or action, and waives any defense or objection it may now or hereafter have to personal jurisdiction, venue, or inconvenient forum.
- . ESI rates change on March 1 of each year.
- . This proposal is valid for a period of 60 days following the date of issuance.

TERMS ACCEPTED:	ENVIRONMENTA	ENVIRONMENTAL SERVICES, INC.		
SIGNATURE:	SIGNATURE:	Hay & Howato		
NAME:	NAME:	Gary K. Howalt		
FIRM:	FIRM:	Environmental Services, Inc.		
TITLE:	TITLE:	Principal		
DATE:	DATE:	11 December 2017		
BILLING ADDRESS AND CONTACT IF DIFFERENT FROM ABOVE:				

Proposal EJ17430.00 2 11 December 2017

JLB/smc/EJ17430.proposal.doc

S:pf121117f



ENVIRONMENTAL SERVICES, INC. SCHEDULE OF LABOR AND EXPENSE RATES

<u>POSITION</u>	<u>RATE</u>	EXPENSE	CHARGE
Technical		Additional Services	
Assistant Scientist	\$40.00/Hour	GIS/CAD Usage	\$30.00/Hour
Environmental Technician	\$50.00/Hour	Global Positioning System	\$50.00/Day
Project Scientist	\$60.00/Hour	ATV Usage	\$50.00/Day
Senior Scientist	\$75.00/Hour	Boat Usage	\$100.00/Day
Senior Geologist	\$120.00/Hour	Local Courier Service	\$13.00/Delivery
Project Archaeologist	\$45.00/Hour	Outside Graphics	Cost + 15%
Senior Archaeologist	\$60.00/Hour	All Subcontracted Services	Cost + 15%
Historic Resource Specialist	\$80.00/Hour	<u>Travel</u>	
Sustainability Specialist	\$100.00/Hour	Vehicle Mileage Rate	\$0.535/Mile
Project Forester	\$90.00/Hour	Travel Expenses	Cost
Senior Forester	\$105.00/Hour	Copies	
Project Manager	\$100.00/Hour	Photocopy Per Page	\$0.15
Senior Manager	\$110.00/Hour	Color Copy Per Page	\$1.50 8 ½ x 11
Forest Biometrician	\$115.00/Hour		\$2.50 8 ½ x 14
SR Forest Biometrician	\$145.00/Hour		\$3.00 11 x 17
VP/Technical Director	\$145.00/Hour	Full Size Copy Per Page	\$2.00 24 x 36
SR VP/Technical Director	\$160.00/Hour		or 36 x 48 b/w
SR VP II/Technical Director	\$180.00/Hour		\$20.00 24 x 36
Principal	\$200.00/Hour		or 36 x 48 color
Administrative		Blueprints or Xerox Per Page	\$2.50
Receptionist	\$35.00/Hour	Aerial Photography	\$50 0 - 15 acres
Administrative Assistant	\$50.00/Hour		\$100 16 - 50 acres
Exec. Admin Assistant	\$70.00/Hour		\$200 51 - 100 acres
Graphics			\$300 101 - 999 acres
GIS/CAD Technician	\$60.00/Hour		\$500 1000+ acres
GIS/CAD Analyst	\$80.00/Hour		
GIS/CAD Manager	\$105.00/Hour		
GIS/CAD Senior Manager	\$110.00/Hour		



Environmental Services, Inc. (ESI) is an environmental consulting firm which has been in business for over 31 years. ESI provides services in a variety of disciplines, please keep us in mind for your future environmental, cultural and sustainable resource needs.

Cultural Resource Management Ecology

- **Archaeology Surveys**
- Historic Structure Surveys
- Underwater Archaeology
- Conservation Analysis
- **Predictive Modeling**
- Cemetery Studies/Conservation

Carbon & Greenhouse Gas (GHG)

- Greenhouse Gas (GHG) **Emissions & Offsets**
- ANSI Accreditation under
- ISO 14065
- GHG Offset Validations/ Verifications
- GHG Emissions Verifications
- Ecosystem Services
- Air, Water, Waste Footprint
- Analysis and Reduction
- Sustainable Action Planning
- Education/Outreach

Forestry

- Tree Ordinance & Compliance
- Arboricultural Assessments
- & Landscape Planning
- Land Management Planning
- Fire Management & Prescribed Burning
- Timber Assessment & Management

- Due Diligence
- Permitting & Compliance
- Wetland Delineation/ Assessment
- Endangered & Threatened Species
- Mitigation
- Soil & Site Evaluation
- Aquatic & Marine Assessments
- **Erosion & Sediment** Control

Site Assessment & Remediation

- Phase I & II **Environmental Site** Assessments
- Soil & Groundwater
- Assessments
- Soil & Groundwater
- Remediation
- Petroleum/Hazardous Materials
- Storage Tank Management
- Brownsfields Assessments
- Industrial Hygiene
- **HUD** Environmental
- Assessments
- **USGBC LEED Green** Building

OFFICE LOCATIONS

Florida

Jacksonville (HO) Daytona Beach

Tallahassee

Georgia

Savannah

North Carolina

Raleigh

Wilmington

Ohio

North Lawrence

Ouestions?

Email us at info@esinc.cc

Follow ESI on Social Media















Meadow View at Twin Creeks Community Development District

December 21, 2017

- 1. Consideration of Requisitions 64 73
- 2. Consideration of Work Authorization No. 8
- 3. Consideration of Additional Services proposal for Landscape Administration for Entry and Parkway, Pool Area Grading and Hardscape Revisions (Basham Lucas)
- 4. Consideration of Environmental Resource Permitting Services proposal (ERS)
- 5. Consideration of Geotechnical Exploration and Engineering Services proposal (Ellis)
- 6. Ratification of Redi-Rock Retaining Wall Design proposal (Universal Engineering Sciences)



MEADOW VIEW AT TWIN CREEKS CDD

2016 SPECIAL ASSESSMENT BONDS (2016 PROJECT) REQUISITION SUMMARY

December 21, 2017

2016 SPECIAL ASSESSMENT BONDS (2016 PROJECT) REQUISTIONS				
Date of _ Requisition Req # Payee Reference				Requisition Amount
TO BE APPROVE	<u>D</u>			
12/21/2017	64	O.R. Dicky Smith & Co., Inc.	Contractor Application for Payment #3 - Beacon Lake Entrance	\$92,667.00
12/21/2017	65	ЕТМ	Meadow View at Twin Creeks CDD-Beacon Lake Amenity Center (Construction Plan Modificatins) (WA#6) Invoice 185782 (Nov 2017)	\$8,500.00
12/21/2017	66	ETM	Beacon Lake Townhomes Construction Phase (WA#3) Invoice 185721 (Nov 2017)	\$1,552.00
12/21/2017	67	ETM	Meadow View at Twin Creeks CDD-Beacon Lakes Phase 2 Design Phase (WA#5) Invoice 185722 (Nov 2017)	\$22,936.65
12/21/2017	68	ETM	Meadow View at Twin Creeks CDD-Beacon Lakes Phase 1 Construction (WA#2) Invoice 185633 (Nov 2017)	\$11,320.55
12/21/2017	69	Del Zotto Products of Florida	Direct Purchase of Construction Materials to be incorporated into Beacon Lakes Ph1 Project	\$2,340.00
12/21/2017	70	Hughes Brothers Construction, Inc.	Contractor Application for Payment #13 - Beacon Lake Phase 1	\$700,978.52
12/21/2017	71	ЕТМ	Meadow View at Twin Creeks CDD-Beacon Lakes Phase 1 Construction (WA#2) Invoice 185567 (Oct 2017)	\$7,364.76
12/21/2017	72	ETM	Meadow View at Twin Creeks CDD-Beacon Lakes Phase 2 Design Phase (WA#5) Invoice 185553 (Oct 2017)	\$4,636.15
12/21/2017	73	ЕТМ	Beacon Lake Townhomes Construction Phase (WA#3) Invoice 185552 (Oct 2017)	\$582.00
			Requisitions to Approved-2016 Special Assessment Bonds (2016 Project)	\$852,877.63

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MEADOW VIEW AT TWIN CREEK COMMUNITY DEVELOPMENT DISTRICT WORK AUTHORIZATION NO. 8

2017/2018 GENERAL CONSULTING ENGINEERING SERVICES

Scope of Work

England, Thims & Miller, Inc. shall provide general consulting engineering services for the Meadow View at Twin Creeks Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

- 1. Attending Meetings
- 2. Preparation of Engineering Reports and Studies
- 3. Preparation of Cost Estimates and Budgets
- 4. Technical Support for Community Development District Staff
- 5. Development and Analysis of District Projects
- 5. Operation and Maintenance Inspections
- 7. Prepare Presentation Documents for District Meetings

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost.

\$15,000.00

Basis of Estimated Fee (12 Months)

Principal – CEO/CSO/President\$2	259.00/Hr.
Principal – Vice President\$2	244.00/Hr.
Chief Engineer\$2	44.00/Hr.
Senior Engineer\$1	
Engineer \$1	51.00/Hr.
Project Manager\$1	
Assistant Project Manager\$1	
Chief Planner\$2	44.00/Hr.
Senior Planner	
Planner \$1.	46.00/Hr.
CEI Senior Engineer\$2	11.00/Hr.
Senior Inspector	46.00/Hr.
Inspector	18.00/Hr.
Senior Landscape Architect	
Landscape Architect \$1	46.00/Hr.
Senior Graphics Technician\$1	46.00/Hr.
GIS Programmer	56.00/Hr.
GIS Analyst\$1	30.00/Hr.
Senior Engineering Designer / Senior LA Designer	46.00/Hr.
Engineering/Landscape Designer\$1	25.00/Hr.
CADD/GIS Technician\$1	18.00/Hr.
Administrative Support\$	81.00/Hr

Cost such as subconsultants, priinting, trelephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

Time of Performance

Services rendered will commence upon District approval and will be completed on or before September 30, 2018.

Approval Auth 1	12-13-14/1
Sulpmitted by:	Date:
England, Thims & Miller, Inc.	
Approved by:	Date:
Masadanny Wisaw alt Timin Creaks Community Development District	

Exhibit "B" Beacon Lake Landscape Construction Administration Services Project #17-98

Date: December 5, 2017

To: Meadow View at Twin Creeks CDD

c/o Jim Oliver

Governmental Management Services, LLC

475 West Town Place, Suite 114

St. Augustine, FL 32092

Dear Jim.

Thank you for the opportunity to submit our professional design service proposal. We intend to provide the landscape construction administration services for the entry and parkway as well as the amenity pool area grading/drainage plan as outlined below for the referenced project.

Part 1: Hourly @ \$100.00 _____ (Not to exceed \$7,500)

Entry & Parkway Landscape Construction Administration

- A. We shall meet with selected contractor for pre-construction meeting and determine any qualifications and/or clarifications to their bid including plant/tree availability, suggested substitutions, availability concerns or any other aspect of their scope.
- B. If requested, we shall visit their nursery to review their proposed trees prior to delivery, tagging, conformance, quality, etc. (travel expenses are extra at \$1,500 per day plus expenses)
- C. We shall review proposed placement of specimen trees
- D. We shall review and critique quality of plant material after installation.
- E. We shall review typical irrigation systems components to verify compliance with our drawings.
- F. Trips to the site shall be invoiced at \$500 per trip plus expenses

Part 2: \$3,900 ____

Fine Grading Design of the Pool Area

The intent of this fine grading design scope is to work with your civil engineer to establish finish grades inside the fenced pool area. Our plans shall denote finish grades, grading profiles and general intent for water conveyance to drain location. It is assumed that your civil engineer will take this information and verify its conformance with the overall civil plans for the amenity. Our drainage structures plan shall be diagrammatic and provided for the contractors use to give guidance for drainage sub-contractor to propose their design intent.

Part 3: \$2,800 ______ Revisions due to raising the overall site approximately 24"

The intent of this scope is to address all areas of the drawings that are effected by raising the overall site 24". This primarily is related to the hardscape areas adjacent to the lake but also includes review of the revised civil grading plans, landscape and any other related impacts.

- A. Review of dock area related hardscape
- B. Review of retaining wall related hardscape
- C. Review of various steps, ramps and planter walls

BASHAM & LUCAS DESIGN GROUP, INC. ("BLDG") shall perform the services limited to and specifically defined in this Agreement, BLDG shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by BLDG.

The review of contractor submittals (for example, shop drawings or project samples) is not included in BLDG's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by BLDG (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. BLDG's review is not a peer review and shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. BLDG's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, BLDG shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by BLDG.

Neither site visits for any purpose nor the observation by BLDG of any contractor's work are included in BLDG's scope of services unless specifically set forth in this Agreement. If BLDG is engaged to visit the site and conduct observations of a contractor's work, BLDG shall provide such services at the intervals agreed with Client in writing (including if agreed with Client in writing on a full-time basis) (or if no such interval is agreed upon in writing, then at such intervals as BLDG deems appropriate), subject to any limitations on the number of such visits set forth in this Agreement. The purpose of such observations is to become generally familiar with the progress and quality of the construction work or described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. BLDG shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an architect, BLDG shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor and has the right to authority to reject work that does not

conform to the construction documents. Notwithstanding the forgoing, BLDG shall not be responsible for, the acts of omissions of the contractors, subcontractors, or any other persons performing any of the construction work or for the failure of the contractor, subcontractors or any other persons performing any work to carry out their work in accordance with their contractual obligation or other applicable documents. If BLDG's scope of services includes providing such observation services on a full-time basis, BLDG shall endeavor to provide further information to the Client concerning BLDG-observed defects and deficiencies in the work of such contractor, but the furnishing of such full-time services shall not modify the rights, responsibilities or obligations of BLDG as described elsewhere in this Agreement, including this paragraph.

Reimbursables

All expenses such as printing cost, courier, postage, reproduction cost, travel expenses etc., shall be billed at direct cost plus 15% or the current mileage rate allowed by Federal Government.

The above services will be performed for the fees indicated after each item. Please initial the items you wish for us to provide in the space following each fee. Our standard hourly rates are available upon request. Payments to Basham & Lucas Design Group, Inc. shall be made on a monthly basis as invoiced according to a pro-rated amount of work completed each billing period. All payments shall be made no later than 30 days after receipt of invoice. A finance charge of 18% annually shall accrue and be due and payable for the period 30 days from the date of this invoice until such amount is paid. These fees shall be valid for a period of 90 days from the date of this proposal. Any "stop work" order for more than 30 days shall void this contract and all work completed up to that date shall be invoiced based on our percent of completion.

We are extremely excited about your project and look forward to working with you. If you accept this proposal please initial each part, return the signed proposal and we will begin immediately.

Sincerely,	Accepted by:	
an. beh		
Paul M. Basham		
President	Authorized Agent	Date
Basham & Lucas Design Group Inc.	C	

4.

22 November 2017



Meadow View at Twin Creeks CDD c/o Mr. Scott Land, England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, Florida 32258

RE: Beacon Lake Phase 2

Proposal/Contract for Services ERS Proposal No. P17244

Dear Mr. Land:

Environmental Resource Solutions, Inc. (ERS) is pleased to provide you with this proposal/contract for Environmental Resource Permitting services for the above referenced project located in St. Johns County, Florida.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS, INC.

Jaime Northrup

Senior Environmental Scientist/Project Manager

pume Northrup

Attachment: Proposal/Contract for Services

JKN/P17243_BeaconLakePhase2.docx

Email: mail@ersenvironmental.com

SW Florida Regional Office: 19607 Lake Osceola Lane, Odessa, Florida 33556

T: (813) 404-3963

Email: sbrammell@ersenvironmental.com

PROPOSAL/CONTRACT

Meadow View at Twin Creeks CDD c/o Mr. Scott Land, England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, Florida 32258

22 November 2017

RE: Beacon Lake Phase 2
Proposal/Contract for Services
ERS Proposal No. P17244

Scope of Services

Upon receipt of authorization to proceed, Environmental Resource Solutions, Inc. (ERS) will perform the following tasks:

Task 1 – Pre-Application Meetings. ERS will attend pre-application meetings with St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (USACE) to coordinate permitting efforts.

Task 1 - Fixed Fee......\$750.00

Task 2 – Permitting Assistance. ERS will assist project engineers with SJRWMD and USACE permitting efforts. ERS will prepare the text, tables and graphics needed to address the environmental portions of the environmental resource permit (ERP) and USACE applications. Once wetland impacts are finalized, ERS will prepare a functional assessment to determine the amount of mitigation needed to offset permanent (unavoidable) impacts. ERS assumes that mitigation within the Twin Creeks development will be utilized to offset unavoidable wetland impacts. Any remaining balance of wetland impacts that cannot be offset with mitigation within Twin Creeks will be compensated via mitigation bank credit purchase. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

<u>Meetings/Consultation.</u> Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates. If the Beacon Lake Phase 2 site plan necessitates modification of previously issued permits within the Twin Creeks development, those services will be addressed in a separate proposal.

T: (904)-285-1397, F: (904) 285-1929 Email: mail@ersenvironmental.com 19607 Lake Osceola Lane, Odessa, Florida 33556

T: (813) 404-3963

SW Florida Regional Office:

Email: sbrammell@ersenvironmental.com

ERS is pleased to provide you with these services. Our invoices are prepared monthly on a fixed fee basis. Payment is due within 30 days of receipt of invoice. Both parties agree to resolution of any disputes within a Duval County, Florida court. This serves as an agreement between Environmental Resource Solutions, Inc. and the below signatory. If the client's account, after default, is referred to an attorney or collection agency for collection, client shall pay all of ERS expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

Please sign this proposal and return a copy to our office. We look forward to working with you.

TERMS ACCEPTED:			
For:		For:	Environmental Resource Solutions, Inc.
Date:		Date:	22 November 2017
Ву:	(Signature)	By:	Signature)
	(Printed/Typed)		Kim Allerton (Printed/Typed)

JKN/P17244_BeaconLakePhase2.docx

T: (904)-285-1397, F: (904) 285-1929 Email: mail@ersenvironmental.com T: (813) 404-3963

Email: sbrammell@ersenvironmental.com

22 November 2017



Meadow View at Twin Creeks CDD c/o Mr. Scott Land, England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, Florida 32258

RE: Beacon Lake Townhomes Proposal/Contract for Services ERS Proposal No. P17243

Dear Mr. Land:

Environmental Resource Solutions, Inc. (ERS) is pleased to provide you with this proposal/contract for Environmental Resource Permitting services for the above referenced project located in St. Johns County, Florida.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS, INC.

Jaime Northrup

Senior Environmental Scientist/Project Manager

pume Northrup

Attachment: Proposal/Contract for Services

JKN/P17243_BeaconLakeTownhomes.docx

T: (904)-285-1397, F: (904) 285-1929 Email: mail@ersenvironmental.com SW Florida Regional Office: 19607 Lake Osceola Lane, Odessa, Florida 33556

T: (813) 404-3963

Email: sbrammell@ersenvironmental.com

PROPOSAL/CONTRACT

Meadow View at Twin Creeks CDD c/o Mr. Scott Land, England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, Florida 32258

22 November 2017

RE: Beacon Lake Townhomes Proposal/Contract for Services ERS Proposal No. P17243

Scope of Services

Upon receipt of authorization to proceed, Environmental Resource Solutions, Inc. (ERS) will perform the following tasks:

Task 1 – Pre-Application Meetings. ERS will attend pre-application meetings with St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (USACE) to coordinate permitting efforts.

Task 1 - Fixed Fee......\$750.00

Task 2 – Permitting Assistance. ERS will assist project engineers with SJRWMD and USACE permitting efforts. ERS will prepare the text, tables and graphics needed to address the environmental portions of the environmental resource permit (ERP) and USACE applications. Once wetland impacts are finalized, ERS will prepare a functional assessment to determine the amount of mitigation needed to offset permanent (unavoidable) impacts. ERS assumes that mitigation within the Twin Creeks development will be utilized to offset unavoidable wetland impacts. Any remaining balance of wetland impacts that cannot be offset with mitigation within Twin Creeks will be compensated via mitigation bank credit purchase. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates. If the Beacon Lake Townhomes site plan necessitates modification of previously issued permits within the Twin Creeks development, those services will be addressed in a separate proposal.

Email: mail@ersenvironmental.com

T: (813) 404-3963

19607 Lake Osceola Lane, Odessa, Florida 33556

SW Florida Regional Office:

Email: sbrammell@ersenvironmental.com

ERS is pleased to provide you with these services. Our invoices are prepared monthly on a fixed fee basis. Payment is due within 30 days of receipt of invoice. Both parties agree to resolution of any disputes within a Duval County, Florida court. This serves as an agreement between Environmental Resource Solutions, Inc. and the below signatory. If the client's account, after default, is referred to an attorney or collection agency for collection, client shall pay all of ERS expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

Please sign this proposal and return a copy to our office. We look forward to working with you.

TERMS ACCEPT	ED:		
For:		For:	Environmental Resource Solutions, Inc.
Date:		Date:	22 November 2017
Ву:		Ву:	Luch all
	(Signature)		(Signature)
			Kim Allerton
	(Printed/Typed)		(Printed/Typed)

JKN/P17243_BeaconLakeTownhomes.docx

Email: mail@ersenvironmental.com

T: (813) 404-3963

Email: sbrammell@ersenvironmental.com

November 16, 2017

Mr. James Perry The Meadow View at Twin Creeks Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, Florida 32092

Subject: Proposal for Geotechnical Exploration and Engineering Services

> Beacon Lake – Phase 2 St. Johns County, Florida E&A Proposal No. 13303

Dear Mr. Perry:

Ellis – ECS Florida (E&A) is pleased to present this proposal to provide the geotechnical exploration and engineering services for the subject project.

PROJECT INFORMATION

The subject site is located south of County Road 210, west of its intersection with Old County Road 210 in St. Johns County, Florida. Based on the provided plan, we understand that the planned construction will consist of additional single-family residential development with associated paved roadways and storm water management ponds. We are familiar with the site and have performed geotechnical explorations within the Phase 1 portion of the Beacon Lake development. We have prepared this proposal to explore the subsurface soil and groundwater conditions within the planned roadway and pond areas of Phase 2.

PROPOSED GEOTECHNICAL EXPLORATION

The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. The following field services are requested:

Location	Number of Borings	Depth of Borings Below Ground Surface, feet
Roadways	26 augers	6
Ponds (4 total)	14 augers	25

We will attempt to locate existing underground utilities at the site using the Sunshine One-Call system. However, private utilities not registered with this system, such as irrigation systems, will need to be located by the Owner. We will locate the borings using our hand-held Global Positioning System (GPS) receivers.

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results of the exploration and engineering evaluation will then be documented in a report containing the following:

- 1. A brief discussion of our understanding of the planned construction.
- 2. A presentation of the field and laboratory test procedures used and the data obtained.
- 3. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned construction.
- 4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary).
- 5. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
- 6. Recommendations for the required site preparation and earthwork construction.
- 7. Recommendations regarding suitability of the soils encountered in the borings with respect to reuse as structural fill.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, laboratory testing, and engineering services outlined above, we propose to complete our services for a lump sum fee of \$8,500. Our work will be performed in accordance with our Terms and Conditions, a copy of which is attached and made part of this proposal.

SCHEDULING AND AUTHORIZATION

We can initiate our geotechnical exploration within **one week** after receiving notice to proceed. A returned copy of the attached authorization sheet, dated and signed by a responsible signatory, will formally authorize the proposed geotechnical exploration. Preliminary verbal results and recommendations can be provided within 1 to 2 days after completion of the field drilling portion of the project. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

CLOSURE

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal, or if we can serve you in any other way, please contact me.

Respectfully submitted,

ELLIS - ECS FLORIDA, LLC

John Kent, P.E.

Senior Project Engineer

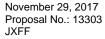


Authorization for Geotechnical Exploration and Engineering Services

Beacon Lake – Phase 2 St. Johns County, Florida E&A Proposal No. 13303

Signature of Authorized Representative:					
Name (Printed):					
Title:					
Company:					
Date Authorized:					
Billing and Invoicing Information (if different from ad Company Name:					
Company Address:					
Attn. (Contact's Name):	Email:				
Phone No.:	Fax No.:				
FEDERAL TAX ID NO.					
Send Additional Reports To:					
Company Address:					
-					
	_ Email:				
Phone No.:	Fax No.:				
Copies to Others (Include names and physical or e-mail addresses below):					

For new clients that have not established a credit history with us, E&A may require a completed Credit Application and may require a retainer be paid prior to beginning our work







Terms and Conditions of Service

The professional services ("Services") to be provided by Ellis & Associates, Inc. (a wholly owned subsidiary of Engineering Consulting Services, Ltd.) ("E&A") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between E&A and CLIENT.

- 1.0 INDEPENDENT CONSULTANT STATUS E&A shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.
- 2.0 <u>SCOPE OF SERVICES</u> It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

- In fulfilling its obligations and responsibilities enumerated in the Proposal, E&A shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any E&A report, opinion, plan or other document prepared by E&A shall constitute a warranty or guarantee of any nature whatsoever.
- 3.2 CLIENT understands and agrees that E&A will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by E&A.
- 3.3 If a situation arises that causes E&A to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose E&A to legal claims or charges, E&A shall so advise CLIENT. If E&A's professional judgment is rejected, E&A shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
- 3.4 If CLIENT decides to disregard E&A's recommendations with respect to complying with applicable laws or regulations, E&A shall determine if applicable law requires E&A to notify the appropriate public officials. CLIENT agrees that such determinations are E&A's sole right to make.

4.0 CLIENT DISCLOSURES

- 4.1 Where the Services requires E&A to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish E&A information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. E&A shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.
- 4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify E&A of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to E&A mobilizing to the Site.
- 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by E&A after its Services begin, E&A shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials
- 5.0 <u>INFORMATION PROVIDED BY OTHERS</u> CLIENT waives, releases and discharges E&A from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to E&A by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into E&A documents.
- 6.0 CONCEALED RISKS CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, E&A shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of E&A's additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant E&A right of entry to the site for the performance of Services. CLIENT hereby grants E&A and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for E&A to perform its Services. CLIENT agrees to indemnify and hold E&A and its Subconsultants harmless from any claims arising from allegations that E&A trespassed or lacked authority to access the Site.

- 7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by E&A except where E&A's Proposal explicitly states that E&A will obtain such permits, licenses, and/or utility clearances.
- 7.3 E&A will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in E&A's Proposal.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against E&A arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) E&A's findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

- 8.1 E&A shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at E&A's sole discretion.
- 8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by E&A may contain errors or be incomplete. CLIENT understands that E&A may be unable to identify the locations of all subsurface utility lines and man-made features.
- 8.3 CLIENT waives, releases, and discharges E&A from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to E&A's attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of E&A's or E&A's Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

- 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by E&A in writing, E&A will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
- 9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes E&A to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

- 10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, E&A will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate E&A for such efforts.
- 10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, E&A and/or E&A's subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.
- 10.3 Unless explicitly stated in the Scope of Services, E&A will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, E&A may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
- 10.4 In those instances where E&A is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, E&A shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). E&A will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
- 10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges E&A from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.
- 10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit E&A to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and E&A cannot know or state for an absolute fact that the Site is unaffected or adversely

affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 E&A shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 E&A's Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold E&A harmless for any errors, omissions or damage resulting from its contractors' use of E&A's Documents of Service.
- 11.3 Without E&A's prior written consent, CLIENT agrees to not use E&A's Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without E&A's written consent shall be at CLIENT'S sole risk and without liability to E&A or its Subconsultants. CLIENT agrees to indemnify and hold E&A harmless for any errors, omissions or Damage resulting from its use of E&A's Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of E&A. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold E&A harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by E&A.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that E&A shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that E&A personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event E&A assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by E&A shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 E&A has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. E&A does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 3.4 E&A strongly recommends that CLIENT retain E&A to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain E&A on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by E&A's part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that E&A's errors or omissions are contained in E&A's reports, CLIENT waives, releases and discharges E&A from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by E&A on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold E&A harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by E&A on a part-time or on-call basis.
- 14.0 <u>CERTIFICATIONS</u> CLIENT may request, or governing jurisdictions may require, E&A to provide a "certification" regarding the Services provided by E&A. Any "certification" required of E&A by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of E&A's inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by E&A at discrete locations and times. Such "certifications" shall constitute E&A's professional opinion of a condition's existence, but E&A does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with E&A or payment of any amount due to E&A contingent upon E&A signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that

- even if E&A agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should E&A identify a Changed Condition(s), E&A shall notify the CLIENT of the Changed Condition(s). E&A and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of E&A's invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide E&A with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 E&A reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by E&A more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to E&A provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by E&A in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to E&A in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with E&A's Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT's Contractors shall promptly inform E&A during active work on any project of any actual or suspected defects in the Services so to permit E&A to take such prompt, effective remedial measures that in E&A's opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to E&A's failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, E&A shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by E&A. CLIENT shall compensate E&A for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate E&A for the provision of such Services.
- 17.0 INSURANCE E&A represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that E&A is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. E&A shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in E&A insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 <u>LIMITATION OF LIABILITY</u>

- CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING E&A'S TOTAL LIABILITY TO CLIENT ARISING FROM E&A'S PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
 - 18.1.1 If the proposed fees are \$10,000 or less, E&A's total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
 - 18.1.2 If the proposed fees are in excess of \$10,000, E&A's total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that E&A shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that E&A's liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

9.1 Subject to Section 18.0, E&A agrees to hold harmless and indemnify CLIENT from and against damages arising from E&A's negligent performance of its Services, but only to the extent that such damages are found to be caused by E&A's negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold E&A harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of E&A.
- 19.3 It is specifically understood and agreed that in no case shall E&A be required to pay an amount of Damages disproportional to E&A's culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, E&A RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, **CLIENT SHALL INDEMNIFY AND HOLD HARMLESS E&A AGAINST** ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN E&A BEING BROUGHT INTO THE DISPUTE.
- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to E&A and E&A shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 E&A shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by E&A, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this Agreement shall be made Ellis & Associates, Inc. and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity in any lawsuit brought under this Agreement.
- 21.2 In the event of any dispute or claim between CLIENT and E&A arising out of in connection with the Project and/or the Services, CLIENT and E&A agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and E&A's agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold E&A harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 For projects located in Florida, the parties agree that Pursuant to Fla. Stat. Sections 558.002 and 558.0035, CLIENT agrees that an individual employee or agent of E&A may not be held individually liable for negligence for acts or omissions arising out of the Services.
- 22.0 THIRD PARTY CLAIMS EXCLUSION CLIENT and E&A agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or E&A to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on E&A's opinions rendered in connection with E&A's Services without written consent from both CLIENT and E&A, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that E&A's Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and E&A agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against E&A unless CLIENT shall have first provided E&A with a written certification

- executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to E&A thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which E&A's office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or E&A may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, E&A shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate E&A for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- **26.0** TIME BAR TO LEGAL ACTION Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and E&A agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of E&A's Services.
- 27.0 ASSIGNMENT CLIENT and E&A respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor E&A shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- **28.0 SEVERABILITY** Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and E&A shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 <u>SURVIVAL</u> All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and E&A shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and E&A ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and E&A agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide E&A with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of E&A, it will be fully bound by these Terms as if they had been signed by CLIENT.

WHITERSON, ENGINEERING SCIENCES, INC.

Work Authorization//Proposal/Acceptance Form

FILES.	OME IO ACCE	Licken's Sidelik Manidal (rokkio, katiora	UNICE IT CHICKEN HOU	CHIMENESML MIND WE	MIN WHEN WR YOUR				
Universal described	Engineering So he terms water	ionces, thro: (NAPS) is which the sarvices w	pleased to provide illibe provided and	(the services des to able in formal a	oribaditadow. Macquiq authorization.	ose of this document is to				
PROJECT	NAME:	Redi-Rock Retain	ing Wall Design							
PROJECT	PROJECT LOCATION: North Side of Pump Station PS-2 & Huttathinson Lane Wedland Crossing, Beacon Lake Phase 1									
		St. Johns County, 8	Florida							
GLIENT N	AME:	Meadow View at Tr	win Creeks Commu	rity Development	District Attention:	Mr. James Penty				
		cio Governmentali I	Management Servic	es, LLC						
glient a Email:	deress:	475 West Town Pl	ace, Suite 114, St.	Augustine, Ft. 3	2002 Phone:					
e c	•	ices and Underst PROPOSAL NO.:			d proposal or as inc / NO. 0130.1017.000					
	Redi-Ro	ck Retaining Wali D	esian North of Pi	S-2	\$1,500.00 (L	uma Sum)				
		k Retaining Wall / i		·. ·	•					
in the		Irked and described a consistency or conflic			e provision in the Cont	rest Document first listed				
4. Authorit	y to preced an	i fer payment. (To be	completed by Clien	1)						
W	he invoice is to b	e mailed for approval to	streene other than t		s, please indicate where t	selow:				
Fim:		de la company		Social Security & Federal Identification						
Address:					4.**					
Attention:										
WITNESS	WHEREOF the	parties I) ave causing th		ornikadi ilay ithutik alisis	authorized representative	ge e				
CLIENT	THE HEADY	NEN BELLINE	~ W 100 100 100 100 100 100 100 100 100 1			4				
BY (Signal)			**************************************		19 1	M. 132				
TYPEDNA	4.1	2 KVACIE		BY (Signature)	6					
TITLE		CHAIR		TYPEDNAME	Geald M. Byme					
***************************************	11/	70/15		TIMLE	Senior Project Manag	511 				
WATE		w=/11		DATE	October 25, 2017					

Return Executed Copyrto: Universit Engineering Salences, inc. 3352 Maggle Bouleverti, Orientio, Fil. 3284





A.

Meadow View at Twin Creeks Community Development District

Unaudited Financial Statements as of November 30, 2017

Community Development District

Combined Balance Sheet

November 30, 2017

			Capítal		
	General	Debt Service	Project	Totals	
Assets:					
Cash	\$9,390			\$9,390	
Investments:					
Seríes 2016 A1 & A2					
Reserve A1		\$133,239		\$133,239	
Reserve A2		\$114,483		\$114,483	
Capitalized Interest A1		\$409		\$409	
Capitalized Interest A2		\$372		\$372	
Constructíon			\$588,010	\$588,010	
COI			\$41,579	\$41,579	
Seríes 2016 B					
Reserve		\$282,150		\$282,150	
Capitalized Interest		\$672		\$672	
Construction			\$8,271,801	\$8,271,801	
COI			\$33,609	\$33,609	
Due From Developer	\$12,603			\$12,603	
Total Assets	\$21,993	\$531,325	\$8,935,000	\$9,488,317	
<u>Líabílítíes:</u>					
Accounts Payable	\$10,048			\$10,048	
Fund Balances:					
Nonspendable	\$0	\$0	\$0	\$0	
Restricted for Capital Projects	\$0	\$0	\$8,935,000	\$8,935,000	
Restricted for Debt Service	\$0	\$531,325	\$0	\$531,325	
Unassígned	\$11,944	\$0	\$0	\$11,944	
Total Liabilities & Fund Equity	\$21,993	\$531,325	\$8,935,000	\$9,488,317	

Community Development District

	Adopted	Prorated	Actual	
	Budget	Thru 11/30/17	Thru 11/30/17	Variance
<u>REVENUES:</u>				
	\$402,012	\$402,012	\$12,729	(\$290.292)
Developer Contributions/Assessments				(\$389,283)
TOTAL REVENUES	\$402,012	\$402,012	\$12,729	(\$389,283)
EXPENDITURES:				
<u>ADMINISTRATIVE:</u>				
Engineering	\$12,000	\$1,000	\$0	\$1,000
Attorney Fees	\$30,000	\$2,500	\$0	\$2,500
Dissemination	\$5,000	\$833	\$417	\$417
Annual Audit	\$4,000	\$0	\$0	\$0
Artbitrage	\$1,200	\$0	\$0	\$0
Trustee Fees	\$10,000	\$0	\$0	\$0
Management Fees	\$45,000	\$7,500	\$7,500	\$0
Information Technology	\$2,000	\$333	\$333	(\$0)
Telephone	\$250	\$42	\$47	(\$6)
Postage	\$1,000	\$167	\$23	\$143
Insurance	\$5,250	\$5,250	\$5,610	(\$360)
Printing and Binding	\$4,000	\$667	\$377	\$290
Legal Advertising	\$3,000	\$500	\$80	\$420
Other Current Charges	\$500	\$83	\$70	\$13
Office Supplies	\$500	\$83	\$30	\$53
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$123,875	\$19,133	\$14,663	\$4,471
Hydrology Quality/Mitigation	\$6,400	\$1,067	\$0	\$1,067
Landscape Maintenance	\$100,000	\$16,667	\$0	\$16,667
Landscape Contingency	\$30,000	\$5,000	\$0	\$5,000
Lake Maintenance	\$12,000	\$2,000	\$0	\$2,000
Grounds Maintenance	\$12,000	\$2,000	\$0	\$2,000
Pump Repairs	\$2,500	\$417	\$0	\$417
Streetlight Repairs	\$5,000	\$833	\$0	\$833
Irrigation Repairs	\$7,500	\$1,250	\$0	\$1,250
Miscellaneous	\$5,000	\$833	\$0	\$833
Contingency	\$97,737	\$16,290	\$0	\$16,290
TOTAL ADMINISTRATIVE	\$278,137	\$46,356	\$0	\$46,356
TOTAL EXPENDITURES	\$402,012	\$65,490	\$14,663	\$50,827
EXCESS REVENUES (EXPENDITURES)	\$0		(\$1,934)	
FUND BALANCE - Beginning	\$0		\$13,878	
FUND BALANCE - Ending	\$0		\$11,944	
J WILL DIRECTORCE LIMING	φU		\$11,744	

Community Development District General Fund

Month By Month Income Statement Fiscal Year 2018

	October	November	December	January	February	March	April	Мау	June	July	August	September	Total
<u>Revenues:</u>	CLIODEI	3 to rember	December	Jununy	j coi ani y	Simi Cit	s.g. u	J.LVI Y	June	July	sugusi	September	201111
Developer Contributions/Assessments	\$8,202	\$4,527	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,729
Total Revenues	\$8,202	\$4,527	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,729
Expenditures:													
<u>Administrative</u>													
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Management Fees	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Information Technology	\$167	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$333
Telephone	\$27	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47
Postage	\$21	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23
Insurance	\$5,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	* *	\$5,610
Printing and Binding	\$221	\$156	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$377
Legal Advertising	\$80	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80
Other Current Charges	\$21	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70
Office Supplies	\$15	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$175
Capítal Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$10,503	\$4,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,663
Hydrology Quality/Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pump Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$10,503	\$4,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,663
Excess Revenues (Expenditures)	(\$2,301)	\$367	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$1,934)

Meadow View at Twin Creeks Community Development District Funding Requests

Funding Request #	Date of Request	Check Date Receíved Developer	Check Amount Developer	Requested Funding Amount FY 2017	Requested Funding Amount FY 2018	Balance Due From Developer
10	2/8/17	3/6/17	\$10,190.50	\$10,190.50		\$0.00
11	3/7/17	3/29/17	\$11,138.71	\$11,138.71		\$0.00
12	4/5/17	4/24/17	\$4,986.51	\$4,986.51		\$0.00
13	5/5/17	7/12/17	\$8,538.72	\$8,538.72		\$0.00
14	6/8/17	7/12/17	\$5,917.72	\$5,917.72		\$0.00
15	7/12/17	8/12/17	\$12,469.67	\$12,469.67		\$0.00
16	8/4/17	10/16/17	\$8,268.86	\$8,268.86		\$0.00
17	9/7/17	10/25/17	\$4,680.67	\$4,680.67	\$5,610.00	\$0.00
18	10/11/17			\$13,987.40	\$4,617.24	\$0.00
19	11/7/17			\$2,871.22	\$4,781.76	\$7,652.98
TOTAL			\$66,191.36	\$90,911.00	\$15,009.00	\$0.00

Community Development District

Debt Service Fund Series 2016 A1 & A2

	Adopted Budget	Prorated Thru 11/30/17	Actual Thru 11/30/17	Variance
	Бийдеі	1111 tt 11/30/1/	1111 u 11/30/1/	variance
REVENUES:				
Interest Income	\$600	\$100	\$193	\$93
Special Assessments - Tax Collector	\$443,376	\$0	\$0	\$0
Specíal Assessments - Prepayments	\$381,610	\$0	\$0	\$0
TOTAL REVENUES	\$825,586	\$100	\$193	\$93
EXPENDITURES:				
Seríes 2016 A1				
Interest Expense - 11/01	\$171,375	\$171,375	\$171,375	\$0
Interest Expense - 05/01	\$171,375	\$0	\$0	\$0
Principal Expense - 05/01	\$100,000	\$0	\$0	\$0
<u>Seríes 2016 A2</u>				
Interest Expense - 11/01	\$156,310	\$156,310	\$156,310	\$0
Interest Expense - 05/01	\$156,310	\$0	\$0	\$0
Principal Expense - 05/01	\$70,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$825,370	\$327,685	\$327,685	\$0
OTHER SOURCES/(USES)				
Interfund Transfer In/(Out)	\$0	\$0	(\$38)	(\$38)
Bond Proceeds	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES AND USES	\$0	\$0	(\$38)	(\$38)
EXCESS REVENUES (EXPENDITURES)	\$216		(\$327,531)	
FUND BALANCE - Beginning	\$328,247		\$576,034	
FUND BALANCE - Ending	\$328,463	-	\$248,503	

Community Development District

Debt Service Fund Series 2016 B

	Adopted Budget	Prorated Thru 11/30/17	Actual Thru 11/30/17	Variance
REVENUES:				
Interest Income	\$600	\$100	\$189	\$89
Special Assessments - Tax Collector	\$564,300	\$0	\$0	\$0
Specíal Assessments - Prepayments	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$564,900	\$100	\$189	\$89
<u>EXPENDITURES:</u>				
Interest Expense - 11/01	\$282,150	\$282,150	\$282,150	\$0
Interest Expense - 05/01	\$282,150	\$0	\$0	\$0
Principal Expense - 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$564,300	\$282,150	\$282,150	\$0
OTHER SOURCES/(USES)				
Interfund Transfer In/(Out)	\$0	\$0	(\$94)	(\$94)
Bond Proceeds	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES AND USES	\$0	\$0	(\$94)	(\$94)
EXCESS REVENUES (EXPENDITURES)	\$600		(\$282,056)	
FUND BALANCE - Beginning	\$0		\$564,878	
FUND BALANCE - Ending	\$600	- :	\$282,822	

Community Development District

Capital Projects Fund Series 2016 A1 & A2

	Seríes 2016 A1/A2
REVENUES:	
Interest Income	\$868
TOTAL REVENUES	\$868
EXPENDITURES:	
Capital Outlay	\$2,488,198
Cost of Issuance	\$0
TOTAL EXPENDITURES	\$2,488,198
OTHER SOURCES/(USES)	
Bond Proceeds	\$0
Interfund Transfer In (Out)	\$38
TOTAL OTHER SOURCES/(USES)	\$38
EXCESS REVENUES (EXPENDITURES)	(\$2,487,291)
FUND BALANCE - Beginning	\$3,116,881
FUND BALANCE - Ending	\$629,589

Community Development District

Capital Projects Fund Series 2016 B

	Series
	2016 B
REVENUES:	
Interest Income	\$2,775
TOTAL REVENUES	\$2,775
EXPENDITURES:	
Capítal Outlay	\$0
Cost of Issuance	\$0
TOTAL EXPENDITURES	\$0
OTHER SOURCES/(USES)	
Bond Proceeds	\$0
Interfund Transfer In (Out)	\$94
TOTAL OTHER SOURCES/(USES)	\$94
EXCESS REVENUES (EXPENDITURES)	\$2,870
FUND BALANCE - Beginning	\$8,302,541
FUND BALANCE - Ending	\$8,305,410

Community Development District Long Term Debt Report

Series 2016 A1 Special Assessment Bonds		
Interest Rate:	4.5% -5.5%	
Maturity Date:	11/1/47	
Reserve Fund Definition:	30% of Max Annual Debt Service	
Reserve Fund Requirement:	\$133,012.50	
Reserve Balance:	\$133,238.55	
Bonds outstanding - 10/26/2016	\$6,640,000	
Less: May 1, 2017	\$0	
Current Bonds Outstanding	\$6,640,000	

Series 2016 A2 Special Assessment Bonds		
Interest Rate: Maturity Date:	5.8%% 11/1/47	
Reserve Fund Definition: Reserve Fund Requirement:	30% of Max Annual Debt Service \$114,483.00	
Reserve Balance:	\$114,483.00	
Bonds outstanding - 10/26/2016 Less: May 1, 2017	\$5,390,000 \$0	
Current Bonds Outstanding	\$5,390,000	

Series 2016 B Special Assessment Bonds	
Interest Rate:	6.00%
Maturity Date:	11/1/26
Reserve Fund Definition:	6 months of Interest
Reserve Fund Requirement:	\$282,150.00
Reserve Balance:	\$282,150.00
Bonds outstanding - 10/26/2016	\$9,405,000
Less: May 1, 2017	\$ O
Current Bonds Outstanding	\$9,405,000



Community Development District

Funding Request #20

December 14, 2017

	PAYEE	GE	NERAL FUND
1	England Thims & Miller October Professional Services Inv #0185566 11/9/17	\$	1,988.09
2	Governmental Management Services, LLC December Management Fees Inv #23 12/1/17	\$	4,457.85
3	Hopping Green & Sams September General Counsel Inv #96775 10/31/17 October General Counsel Inv #97285 11/30/17	\$ \$	1,440.45 301.47
4	St. Augustine Record Notice of Meetings 11/16 #17483809 11/9/2017 Request for Proposals #17499993 11/20/17	\$ \$	79.70 373.36
	Total Funding Request	\$	8,640.92
	Please make check payable to: Meadown View at Twi c/o GMS LLC 475 West Town Place Suite 114 St. Augustine FL 32092	in Cre	eek CDD
	Signature: Chairman/Vice Chairman		
	Signature:Secretary/Asst. Secretary		



Meadow View at Twin Creeks Community

Development District 475 West Town Place

475 West Town Flac

Suite 114

St. Augustine, FL 32092

November 9, 2017

Project No:

16156.00000

Invoice No:

0185566

Project

16156.00000

Meadow View at Twin Creeks CDD Interim District Engineer

Professional Services rendered through October 31, 2017

Professional Personnel

	Hours	Rate	Amount
Senior Engineer	10.00	185.00	1,850.00
Administrative Support	1.00	77.00	77.00
Totals	11.00		1.927.00

Total Labor

1,927.00

Expenses

Reproductions 31.34
Delivery / Messenger Svc 21.78

Total Expenses

1.15 times 53.12

61.09 **\$1,988.09**

Invoice Total this Period

Outstanding Invoices

Number	Date	Balance
0184110	4/30/2017	1,343.08
0184788	7/31 /201 7	5,133.50
0185068	8/31/2017	1,728.80
0185299	9/30/2017	2,467.22
Total		10,672.60

Total Now Due

\$12,660.69



Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

Invoice

\$4,457.85

\$4,457.85

\$0.00

Invoice #: 23

Invoice Date: 12/1/17 Due Date: 12/1/17

Case:

P.O. Number:

Bill To:

Meadow View at Twin Creeks CDD 475 West Town Place Suite 114 St. Augustine, FL 32092



BY:

Management Fees - December 2017 Information Technology - December 2017 Dissemination Agent Services - December 2017 Office Supplies Postage Copies Telephone	Hours/Qty	3,750.00 166.67 416.67 15.09 1.38 90.30 17.74	3,750.00 166.67 416.67 15.09 1.38 90.30 17.74

Total

Payments/Credits

Balance Due

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

October 31, 2017

Meadow View at Twin Creeks Community Development

District

c/o GMS, LLC

475 West Town Place, Suite 114

St. Augustine, FL 32092

Bill Number 96775 Billed through 09/30/2017

General Counsel

MVTCDD 00001

JLE

FOR PROFESSI	ONAL SERVI	ICES REN	IDERED

09/28/17	JLE	Confer with Parker regarding Board meeting.	0.20 hrs
----------	-----	---	----------

09/29/17 JLE Prepare for, travel to and from, and attend Board meeting; follow-up from the 3.80 hrs

same.

Total fees for this matter \$1,100.00

DISBURSEMENTS

Travel	200.00
Conference Calls	29.51
Recording-Fees—	95.00
United Parcel Service	15.94

Total disbursements for this matter \$340.45

MATTER SUMMARY

Earlywine, Jere L.	4.00 hrs	275 /hr	\$1,100.00

TOTAL FEES \$1,100.00
TOTAL DISBURSEMENTS \$340.45

TOTAL CHARGES FOR THIS MATTER \$1,440.45

BILLING SUMMARY

- Control - Cont	4.00	OTE /	14 400 00
Earlywine, Jere L.	4.00 hrs	275 /hr	\$1,100.00
Lai i v vvii i C. JCi C L.	1.00 1113	2/3 /111	TITOO.OO

TOTAL FEES \$1,100.00
TOTAL DISBURSEMENTS \$340.45

TOTAL CHARGES FOR THIS BILL \$1,440.45

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

November 30, 2017

Meadow View at Twin Creeks Community Development District

c/o GMS, LLC

475 West Town Place, Suite 114

St. Augustine, FL 32092

Bill Number 97285 Billed through 10/31/2017

\$301.47



General Counsel

MVTCDD 00001 JLE

FOR PROFESSIONAL	SERVICES RENDERED

10/06/17	APA	Research updates requested by Florida DEO.	0.20 hrs
10/19/17	JLE	Prepare for and attend Board meeting; follow-up regarding the same.	0.30 hrs
10/25/17	JLE	Review and comment on disclosure document.	0.60 hrs
Total fees for this matter		\$276.50	

DISBURSEMENTS

Postage	10.67
Conference Calls	14.30
Total disbursements for this matter	\$24.97

MATTER SUMMARY

TOTAL CHARGES FOR THIS MATTER			\$301.47
TOTAL DISBURSEMENTS			\$24.97
TOTAL FEES			\$276.50
TOTAL FEEC			427C F0
Earlywine, Jere L.	0.90 hrs	275 /hr	\$247.50
Fash union 1 and 1	0.00 has	275 /6	£247.50
Papp, Annie M Paralegal	0 .20 hrs	145 /hr	\$29.00

BILLING SUMMARY

Papp, Annie M Paralegal Earlywine, Jere L.	0.20 hrs 0.90 hrs	145 /hr 275 /hr	\$29.00 \$2 47. 50
TOTAL FEES			\$276.50
TOTAL DISBURSEMENTS			\$24.97

TOTAL CHARGES FOR THIS BILL

Please include the bill number on your check.

Classified Ad Invoice The St. Augustine Record

Name: MEADOW VIEW AT TWIN CRE

Address: 475 WEST TOWN PLACE, SUITE

Acct: 1000714044 Phone: 9049405850

E-Mail:

Client:

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Caller: 11/16 REGULAR MEETING

Ad Name: 17483809A

Ad Id: 17483809

Reply Request

Standby Type:

Start: 11/09/2017

Issues: 1

Stop: 11/09/2017

Class: 7524

Rate: L01

Paytype: BL

Copy Line: 11/16 REGULAR MEE

Rep: SAR BARBARA KELLY

Colors:

Editions: RE/INS/

G. D. #

Tearsheets:

NOTICE OF MEETING MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

Earliest Production Deadline: 00/00/00

Lines	62.00
Depth	4.43
Columns	1
Price:	79.70
Other Charges:	0.00
Discounts:	0.00
Total	79.70

TWINI CREEK'S COMMUNITY
DEVELOPMENT DISTRICT

The regular meeling of the Board of Supervisors of the Meadow View of Twin Creeks Community Development District Will be held on Thursday, November 14, 2017 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, 51. Augustine, Florida 23092. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, 51. Augustine, FL 32092 (and phone (904) 946–9550). This meeting may be conlinued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommedations at this meeting because of a disobility or physical impairment should contact the District Office of (904) 940-8850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for all in contacting the District Office.

Each person who decides to oppeal only action token of these meetings is advised that herson will need a record of the proceedings and thu accordinally, the person may need to ensure that a veitadinar record of the proceedings is mode, including the lestimmony and evidence upon which such appeals to be based.

James Perry

James Perry District Monager 17483869A November 9, 2017

Ad shown is not actual print size

Thank you and have a nice day!



THEST AUGUSTINERECORD

COMYOFFA

MEADOWY EWATTWIN CREEKS CODD 4435WESTTOWN PLACESUITELL4 SANTAUGUSTINEFIL 320022

Ref.#: P.O.#:

147483386994

PUBLISHEDEVERY MORNING SUNDAY THRU SATURDAY ST. ACUSTUR THE AND ST. DORNOS CUPTY, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says that he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida: that the attached copy of advertisement being a NOTICE OF MEETING In the matter of 11/16 REGULAR MEETIN = 11/16 REGULAR MEETING was published in said newspaper on 11/09/2017

Affirm further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florids, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florids, and that been attered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affirm further says that here has neither publication of the copy of advertisement; and affirm further says that here has neither publication in promised any person, firm or corporation any discount, rebute, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this	dayoft NOW 0 9 2017
by North has produced as identification	_ who is personally known to me
or who has produced as identification	ERIC DAMIEN MCBRIDE MY COMMISSION # FF925198 EXPIRES October 07, 2019
(Sispanure of Money Publice)	(\$Seb)

THE PROPERTY OF STREET TING

DEED COMMITTEE THE PROPERTY OF STREET TO STREET

Classified Ad Invoice The St. Augustine Record

Name: MEADOW VIEW AT TWIN CRE

Acct: 1000714044 Address: 475 WEST TOWN PLACE, SUITE

Phone: 9049405850

E-Mail:

Client:

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Caller: BOULEVARD LANDSCAPE

Ad Name: 17499993D

Ad Id: 17499993

Reply Request

Standby Type:

Start: 11/18/2017

Issues: 1

Stop: 11/18/2017

Class: 7532

Rate: L01

Paytype: BL

Copy Line: BOULEVARD LANDS

Rep: SAR BARBARA KELLY

Colors:

Editions: RE/INS/

G. D. #

Tearsheets:

MEADON VIEW AT THIS CREEKS

COMMUNITY DEVELOPMENT DIVINGS

REDUCATE OF PROPERTY FOR POLICY WELLOW FOR THE PROPERTY AND MOTHER OF PURPLE WELLOW TO DESCRIPT PROPERTY.

Earliest Production Deadline: 00/00/00

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Lines	145.00
Depth	10.40
Columns	2
Price:	373.36
Other Charges:	0.00
Discounts:	0.00
Total	373.36





Ad shown is not actual print size

Thank you and have a nice day!

THEST AUGUSTINERECORD

MEADOW MEW ATTWINGREEKS CODD 475 WEST TOWNPLACE SUITE 1144 SAINT AUGUSTINE FIL 322092

Ref#: ₽⊘#: 11741222231

KURIUSHEDEVERY MORNING SUNDAY THRU SATURDAY ST. AUGUSTINE AND ST. JUHNS COUNTY, ALORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says that he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida: that the attached copy of advertisement being a REQUEST FOR PROPOSA! In the matter of BOULEVARD LANDSCAPE = BOULEVARD LANDSCAI was published in said newspaper on 11/18/2017

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper hereofore has been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discountedness, commission of refund for the puripose of securing the advertisement for publication in the said newspaper.

Sworm to and subscribed before me this	s day of _ NAUV 2 U 2017
by Samu Williams)who is pensonally known to me
or who has produced as identification	ERICHAMIEN MICHRIDE M. COMMISSION # FF925198 EXPRES COMMISSION 220199
(Signathure of Notally, Public)	1071 398-0' 53 Fixerda Notary Service com (SSCI))

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There will be compared to the property of the

Finnse desiring to provide services for this project, must submit the continuous off to electronic copy, they have been the copy of the co

Proposals will be evaluated in accordance with the criteria included in the Project Manwel. The Bistrict reserves the right to reject any and approposals, make meditisations to the work, award the confract in whate in part with ar without source and waive miner of fectual irresult these in yor opensal, as it deems eproprise, and it lied District determines in a discretion that it is in the Bistrict's less interests to as 8. Any Rolles of the Project Manuel, including but not interests to as 8. Any Rolles of the Project Manuel, including but not interests to as 8. Any Rolles of the Project Manuel, including but not interests to as 8. Any Rolles of the Project Manuel, including but not interests to the project senterence, logather with a Rolles to the Control of the District and in the employed the Sander. It is and acceptable to the District and in the amount of Sander. It is asset to the event the project is unsuccessful, the Rolles and Sand in the event the project is unsuccessful, the Rolles and Sand in the event the project is unsuccessful, the Rolles and Sand in the Rolles and Chapter the Conditions the District's costs, expenses and other they are according to the project band, will result in a wayer of any according to the project son be found in the project is Rules of Project and any according to project can be found in the project and appropriate the project of the proj

or Time successful proposer WHI be required upon gyard to furnish a payment and performance bond for one hundred per cent (1802) of the Value of the commitment (as described in the Project Menually, with a subject by accordance with section 233.09, Florido Statute.

MOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Figure to Section \$50.508. Film to Statutes, the masses will be applicable to the commendation assessing of the observed to the property of the commendation assessing meeting of the observed to the plant of the observed to the plant of the section and of the observed to the plant of the section and observed the observed to the plant of the section of the observed to the plant of the section of the observed to the plant of the plant of the observed to the plant of the plant of the observed to the observed

The meeting is open to the public and will be consulted in ACCO AND SWITTER TO SWITTER AND SWITTER AND

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