

**TOSCANA ISLES
COMMUNITY DEVELOPMENT
DISTRICT**

January 27, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Toscana Isles Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0100•Toll-free: (877) 276-0889•Fax: (561) 571-0013

January 20, 2021

Board of Supervisors
Toscana Isles Community Development District

Dear Board Members:

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

NOTE: LOCATION

The Board of Supervisors of the Toscana Isles Community Development District will hold a Regular Meeting on January 27, 2021, at 10:00 a.m., at the Comfort Suites Sarasota - Siesta Key, 5690 Honore Avenue, Sarasota, FL 34233. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion: CDD Roadways
4. Discussion: Requisition(s)
 - A. No. 227, Lopez Painting, LLC {\$1,750.00}
 - B. No. 228, AM Engineering, LLC [\$15,987.65]
 - C. No. 229, Rusty Plumbing Company, Inc. [\$50,446.33]
 - D. No. 230, Guy's Hauling & Dumpster Service, Inc. [\$95.00]
 - E. No. 231, Juniper Landscaping of Florida, LLC [\$2,390.69]
 - F. No. 232, Pennuto Underground Cable and Conduit, Inc. [\$1,120.00]
 - G. No. 233, Guy's Hauling & Dumpster Service, Inc. [\$521.92]
 - H. No. 234, Solitude Lake Management, LLC [\$45,123.00]
 - I. No. 235, Curbco, Inc. [\$28,440.00]
 - J. No. 236, Commercial Residential Aluminum & Fabricating, LLC [\$600.00]
 - K. No. 237, Becerra Construction of Central Florida, Inc. [\$3,500.00]
 - L. No. 238, LALP Development, LLC [\$2,413.55]
 - M. No. 239, T-Top Electric, LLC [\$4,750.00]
 - N. No. 240, Sarasota Land Services, Inc. [\$113,754.42]

5. Ratification of Agreement(s), Contract(s)/Change Order(s)/Purchase Order(s)/Proposal(s)
 - A. Juniper Landscaping of Florida, LLC
 - I. Main Line Re-Route for Utility and Road Construction – Irrigation (No. 97000)
 - II. Screening Material for South Side of Center Roundabout (No. 97094)
 - III. Sod Repairs from Rip-Rap Installation and Stock Piles (No. 96970)
 - B. Nostalgic Lampposts & Mailboxes PLUS, Estimate #1712, Street Sign Blades and Speed Limit Signs
 - C. CRA (Commercial Residential Aluminum), Installation of Seamless Gutters Around New Mailbox Structure
 - D. Kleaning Krew Pros, Pressure Wash Area Next to Mailbox Structure, Tennis Court Portion Near Mailbox Structure, Perm Cast Wall Sections (11) Sections 9' x 9' Each Agreements
 - E. Permacast, LLC, Supply and Installation of Precast Concrete Panel Fencing
 - Re-Contracting for Fence Installation Removed from Phase 5 Contract and Addition of Fence Re-Installation at Median Bump-Outs
 - F. Wetland Management Services, Nuisance Exotic Removal & Planting
 - G. Phase 7 Roadway Paver Agreement with Pat O'Hara Pavers, Inc.
 - H. Rusty Plumbing Co., Inc.
 - I. Change Order Number Four, Phase 5 & 6
 - Install and Remove Temporary Watermain Jumpers Based on Phasing of Utility Turnover
 - II. Change Order Number One, Phase 7
 - Removal of Median Bump-Out Fencing and Installation of Storm Pipe Under Lift Station Driveway
 - I. Sarasota Land Services, Inc.
 - I. Change Order #1, Phase 7
 - Addition of Offsite Turn Lane Work for Secondary Entry
 - II. Change Order #8, Phase 5 & 6

- Miscellaneous Grading and Clean-up Upon Completion of Various Phase 5 Work
 - III. Change Order #9, Phase 5 & 6
 - a. Credit for Phase 5 & 6 Work Removed from Scope
 - b. Update to Knights Trail Sidewalk Unit Price
 - IV. Change Order #10, Phase 5 & 6
6. Ratification of Utility Turnover Documents
 - A. City of Venice - Unit II, Phase 7 Guarantee
 - B. City of Venice - Unit II, Phase 7 Affidavit of No Liens
 - C. City of Venice - Unit II, Phase 7 Bill of Sale
 - D. City of Venice - Unit II, Phase 7 Certification of No Contribution
 7. Acceptance of Unaudited Financial Statements as of November 30, 2020
 8. Approval of Minutes
 - A. December 2, 2020 Regular Meeting
 - B. December 16, 2020 Regular Meeting
 9. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *AM Engineering, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. Update from HOA Regarding Clubhouse Availability
 - II. Discussion: Potential Meeting Location - Elks Club, 1021 Discovery Way, Nokomis, Florida 34275
 - III. Discussion: Consideration of Resolution 2021-05, Adopting Policies Regarding the Conduct of Meetings of the Board and Providing for an Effective Date
 - IV. NEXT MEETING DATE: February 23, 2021 at 10:00 A.M.

• QUORUM CHECK

Daniel Peshkin	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jeffrey Sweater	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Alex Hays	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Michael LaBoe	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Brian Watson	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO


10. Board Members' Comments/Requests

- Supervisor LaBoe:
 - A. Mailbox Roof Structure Project
 - Concrete Dust, Concrete and/or Stucco Material and Paint Adhered to the Surface of the Newly Resurfaced Tennis Court
 - Construction Contractors Contract
 - Scope of Work
 - Subsequent Cleanup of Work Site
 - B. Payments Billed and Paid by D.R. Horton, Inc., Regarding FY2015 Debt Service Assessments and FY2016 Debt Service Assessments
 - C. Discussion of Unit 3 True-Up Mechanism re: Unit 3 - Number of Unit Reduction and Type of Unit Built

11. Public Comments

12. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 561-346-5294.

Sincerely,

 Cindy Carbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 8518503

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4A

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 227**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 227
- (B) Name of Payee: Lopez Painting, LLC
- (C) Amount Payable: \$1,750.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

Invoice INV0001, dated 11/30/2020 –Payment for Painting Mailbox Structure

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By:  _____

Brian F. Watson as Vice-Chair

Date: 12-2-2020

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, LLC
SHAWN LEINS, P.E.
NO. 41078
STATE OF FLORIDA
PROFESSIONAL ENGINEER
By: *Shawn Leins*
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/03/2020

Lopez Painting LLC

639 20th Lane E
9414651874
chelopezlovee95@gmail.com

INVOICE

INV0001

DATE

11/30/2020

BALANCE DUE



USD \$1,750.00

BILL TO

Toscana Isles Community Development District

ahays@vanguardland.com

DESCRIPTION	RATE	QTY	AMOUNT
Toscana Mailbox Roof Structure	\$1,750.00	1	\$1,750.00
TOTAL			\$1,750.00
BALANCE DUE			USD \$1,750.00

DATE SIGNED

11/30/2020

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4B

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 228**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: **228**
- (B) Name of Payee: **AM Engineering, LLC**
- (C) Amount Payable: **\$15,987.65**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):


Invoice 52118 – Review of Requisitions 200 through 217	\$ 556.25
Invoice 52121 – Progress Billing through 11/30/20	\$15,431.40

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Brian E. Watson as Vice-Chair
Date: 12-2-20

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

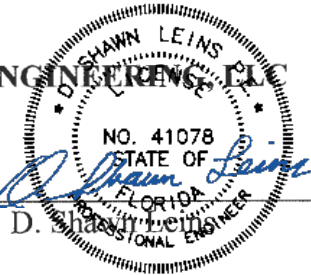
- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, P.L.C.

By: _____



D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/03/2020



8340 CONSUMER COURT
SARASOTA, FL 34240
(941) 377-9178

Invoice Date 11/25/2020

Invoice Number 52118

Net 15 days

Invoice submitted to:

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
C/O CRAIG WRATHELL
WRATHELL, HUNT & ASSOCIATES, LLC
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FL 33431

Job Number: VANG0015CDD
In Reference To: UPDATE CDD AT TOSCANA ISLES

Professional Services

ADMINISTRATIVE ASSISTANT

PRINCIPAL ENGINEER

For professional services rendered

<u>Hrs/Rate</u>	<u>Amount</u>
1.25	106.25
85.00/hr	
3.00	450.00
150.00/hr	
	<u>\$556.25</u>

REVIEW REQUISITIONS - 200-217 - \$556.25.


11/30/2020

For Professional services rendered through
Thank you for your business!



8340 CONSUMER COURT
SARASOTA, FL 34240
(941) 377-9178

Invoice Date 11/30/2020

Invoice Number 52121

Net 15 days

Invoice submitted to:

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
6561 PALMER PARK CIRCLE
SUITE B
SARASOTA, FL 34238

Job Number: VANG0015B-CDD
In Reference To: TOSCANA ISLES

Professional Services


2-MAN FIELD CREW

PROF. SURVEYOR

Total charges in addition to contract
Total charges covered by contract fee
For professional services rendered

<u>Hrs/Rate</u>	<u>Amount</u>
2.00	230.00
115.00/hr	
0.75	90.00
120.00/hr	
	<u>\$320.00</u>
	<u>\$15,111.40</u>
	<u>\$15,431.40</u>

ADDITIONAL CONTRACT SERVICES: STAKE MAILBOX AREA WITH OFFSETS - \$320.00


11/30/2020

For Professional services rendered through
Thank you for your business!

TASK #	DESCRIPTION	CDD	DEVELOPER	SCHEDULED VALUE BOTH	PREVIOUS APPS. CDD	PREV. APPS. DEVELOPER	PREV. APPS BOTH	THIS APPLICATION CDD	THIS APPLICATION DEV	THIS APPLICATION BOTH	TOTAL BILLED TO DATE CDD	CDD % Complete	TOTAL BILLED TO DATE DEV	DEV % Complete	TOTAL BILLED TO DATE BOTH	BOTH % Complete	BALANCE TO FINISH	BALANCE TO FINISH	BALANCE TO FINISH
I.	CITY OF VENICE REZONING	\$0.00	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$8,000.00	100.00%	\$8,000.00	100.00%	\$0.00	\$0.00	\$0.00
II.	IBERA BANK TRACT REZONING	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$10,000.00	100.00%	\$10,000.00	100.00%	\$0.00	\$0.00	\$0.00
III.	SITE DEVELOPMENT PLANS - VENICE	\$0.00	\$40,000.00	\$40,000.00	\$0.00	\$36,000.00	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$36,000.00	90.00%	\$36,000.00	90.00%	\$0.00	\$4,000.00	\$4,000.00
IV.	ACOE	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	N/A	\$10,000.00	100.00%	\$0.00	\$0.00	\$0.00
V.	SFWFMD	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	N/A	\$10,000.00	100.00%	\$0.00	\$0.00	\$0.00
Vla.	CONSTRUCTION PLANS	\$130,410.00	\$14,490.00	\$144,900.00	\$130,410.00	\$14,490.00	\$144,900.00	\$0.00	\$0.00	\$0.00	\$130,410.00	100.00%	\$14,490.00	100.00%	\$144,900.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION PLANS - UNIT 1, PHASE 1	\$117,000.00	\$13,000.00	\$130,000.00	\$117,000.00	\$13,000.00	\$130,000.00	\$0.00	\$0.00	\$0.00	\$117,000.00	100.00%	\$13,000.00	100.00%	\$130,000.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION PLANS - UNIT 1, PHASE 2	\$13,410.00	\$1,490.00	\$14,900.00	\$13,410.00	\$1,490.00	\$14,900.00	\$0.00	\$0.00	\$0.00	\$13,410.00	100.00%	\$1,490.00	100.00%	\$14,900.00	100.00%	\$0.00	\$0.00	\$0.00
Vlb.	CONSTRUCTION PLANS	\$183,312.90	\$20,368.10	\$203,681.00	\$183,312.90	\$20,368.10	\$203,681.00	\$0.00	\$0.00	\$0.00	\$183,312.90	100.00%	\$20,368.10	100.00%	\$203,681.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION PLANS - UNIT 1, PHASE 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00	\$0.00	\$0.00
	CONSTRUCTION PLANS - UNIT 1, PHASE 4	\$16,290.00	\$1,810.00	\$18,100.00	\$16,290.00	\$1,810.00	\$18,100.00	\$0.00	\$0.00	\$0.00	\$16,290.00	100.00%	\$1,810.00	100.00%	\$18,100.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION PLANS - UNIT 2, PHASE 5	\$68,377.50	\$7,597.50	\$75,975.00	\$68,377.50	\$7,597.50	\$75,975.00	\$0.00	\$0.00	\$0.00	\$68,377.50	100.00%	\$7,597.50	100.00%	\$75,975.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION PLANS - UNIT 2, PHASE 6	\$66,155.40	\$7,350.60	\$73,506.00	\$66,155.40	\$7,350.60	\$73,506.00	\$0.00	\$0.00	\$0.00	\$66,155.40	100.00%	\$7,350.60	100.00%	\$73,506.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION PLANS - UNIT 3, PHASE 7	\$32,490.00	\$3,610.00	\$36,100.00	\$32,490.00	\$3,610.00	\$36,100.00	\$0.00	\$0.00	\$0.00	\$32,490.00	100.00%	\$3,610.00	100.00%	\$36,100.00	100.00%	\$0.00	\$0.00	\$0.00
VII.	PLAN MODIFICATIONS	\$43,244.11	\$3,710.34	\$46,954.45	\$43,244.11	\$3,710.34	\$46,954.45	\$0.00	\$0.00	\$0.00	\$43,244.11	100.00%	\$3,710.34	100.00%	\$46,954.45	100.00%	\$0.00	\$0.00	\$0.00
VIII.	FIRST OVERALL PLAT	\$0.00	\$23,000.00	\$23,000.00	\$0.00	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$23,000.00	100.00%	\$23,000.00	100.00%	\$0.00	\$0.00	\$0.00
	AMENDMENT	\$9,000.00	\$1,000.00	\$10,000.00	\$9,000.00	\$1,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$1,000.00	100.00%	\$10,000.00	100.00%	\$0.00	\$0.00	\$0.00
	PRELIMINARY PLAT - UNIT 2	\$15,750.00	\$1,750.00	\$17,500.00	\$15,750.00	\$1,750.00	\$17,500.00	\$0.00	\$0.00	\$0.00	\$15,750.00	100.00%	\$1,750.00	100.00%	\$17,500.00	100.00%	\$0.00	\$0.00	\$0.00
	AMENDMENT	\$7,695.00	\$855.00	\$8,550.00	\$7,695.00	\$855.00	\$8,550.00	\$0.00	\$0.00	\$0.00	\$7,695.00	100.00%	\$855.00	100.00%	\$8,550.00	100.00%	\$0.00	\$0.00	\$0.00
	PRELIMINARY PLAT - UNIT 3	\$16,895.00	\$1,855.00	\$18,550.00	\$16,895.00	\$1,855.00	\$18,550.00	\$0.00	\$0.00	\$0.00	\$16,895.00	100.00%	\$1,855.00	100.00%	\$18,550.00	100.00%	\$0.00	\$0.00	\$0.00
	AMENDMENT WEST - UNIT 3	\$9,000.00	\$1,000.00	\$10,000.00	\$9,000.00	\$1,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$1,000.00	100.00%	\$10,000.00	100.00%	\$0.00	\$0.00	\$0.00
IX.	PLATTING	\$0.00	\$147,683.05	\$147,683.05	\$0.00	\$117,683.05	\$117,683.05	\$0.00	\$480.00	\$480.00	\$0.00	N/A	\$118,163.05	80.01%	\$118,163.05	80.01%	\$0.00	\$29,520.00	\$29,520.00
	PLATTING - PHASE 1	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$30,000.00	100.00%	\$30,000.00	100.00%	\$0.00	\$0.00	\$0.00
	PLATTING - PHASE 2	\$0.00	\$11,200.00	\$11,200.00	\$0.00	\$11,200.00	\$11,200.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$11,200.00	100.00%	\$11,200.00	100.00%	\$0.00	\$0.00	\$0.00
	PLATTING - PHASE 3	\$0.00	\$9,378.00	\$9,378.00	\$0.00	\$9,378.00	\$9,378.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$9,378.00	100.00%	\$9,378.00	100.00%	\$0.00	\$0.00	\$0.00
	PLATTING - PHASE 4	\$0.00	\$20,522.00	\$20,522.00	\$0.00	\$20,522.00	\$20,522.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$20,522.00	100.00%	\$20,522.00	100.00%	\$0.00	\$0.00	\$0.00
	PLATTING - PHASE 5	\$0.00	\$33,683.05	\$33,683.05	\$0.00	\$33,683.05	\$33,683.05	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$33,683.05	100.00%	\$33,683.05	100.00%	\$0.00	\$0.00	\$0.00
	PLATTING - PHASE 6	\$0.00	\$30,700.00	\$30,700.00	\$0.00	\$6,700.00	\$6,700.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$6,700.00	21.82%	\$6,700.00	21.82%	\$0.00	\$24,000.00	\$24,000.00
	PLATTING - PHASE 7	\$0.00	\$12,200.00	\$12,200.00	\$0.00	\$6,200.00	\$6,200.00	\$0.00	\$480.00	\$480.00	\$0.00	N/A	\$6,680.00	54.75%	\$6,680.00	54.75%	\$0.00	\$5,520.00	\$5,520.00
X.a.	CONSTRUCTION ADMINISTRATION	\$31,050.00	\$3,450.00	\$34,500.00	\$31,050.00	\$3,450.00	\$34,500.00	\$0.00	\$0.00	\$0.00	\$31,050.00	100.00%	\$3,450.00	100.00%	\$34,500.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION ADMIN. - UNIT 1, PHASE 1	\$24,300.00	\$2,700.00	\$27,000.00	\$24,300.00	\$2,700.00	\$27,000.00	\$0.00	\$0.00	\$0.00	\$24,300.00	100.00%	\$2,700.00	100.00%	\$27,000.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION ADMIN. - UNIT 1, PHASE 2	\$6,750.00	\$750.00	\$7,500.00	\$6,750.00	\$750.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$6,750.00	100.00%	\$750.00	100.00%	\$7,500.00	100.00%	\$0.00	\$0.00	\$0.00
X.b.	CONSTRUCTION ADMINISTRATION	\$85,140.00	\$9,460.00	\$94,600.00	\$54,540.00	\$6,060.00	\$60,600.00	\$4,423.00	\$491.50	\$4,914.50	\$58,963.00	69.25%	\$6,551.50	69.25%	\$65,514.50	69.25%	\$26,177.00	\$2,908.50	\$29,085.50
	CONSTRUCTION ADMIN. - UNIT 1, PHASE 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00	\$0.00	\$0.00
	CONSTRUCTION ADMIN. - UNIT 1, PHASE 4	\$10,800.00	\$1,200.00	\$12,000.00	\$10,800.00	\$1,200.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$10,800.00	100.00%	\$1,200.00	100.00%	\$12,000.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION ADMIN. - UNIT 2, PHASE 5	\$26,550.00	\$2,950.00	\$29,500.00	\$26,550.00	\$2,950.00	\$29,500.00	\$0.00	\$0.00	\$0.00	\$26,550.00	100.00%	\$2,950.00	100.00%	\$29,500.00	100.00%	\$0.00	\$0.00	\$0.00
	CONSTRUCTION ADMIN. - UNIT 2, PHASE 6	\$27,630.00	\$3,070.00	\$30,700.00	\$14,130.00	\$1,570.00	\$15,700.00	\$2,754.00	\$306.00	\$3,060.00	\$16,884.00	61.11%	\$1,876.00	61.11%	\$18,760.00	61.11%	\$10,746.00	\$1,194.00	\$11,940.00
	CONSTRUCTION ADMIN. - UNIT 3, PHASE 7	\$20,160.00	\$2,240.00	\$22,400.00	\$3,060.00	\$340.00	\$3,400.00	\$1,669.00	\$185.50	\$1,854.50	\$4,729.00	23.46%	\$525.50	23.46%	\$5,254.50	23.46%	\$15,431.00	\$1,714.50	\$17,145.50
XI.a.	PROJECT CLOSEOUT	\$21,150.00	\$2,350.00	\$23,500.00	\$21,150.00	\$2,350.00	\$23,500.00	\$0.00	\$0.00	\$0.00	\$21,150.00	100.00%	\$2,350.00	100.00%	\$23,500.00	100.00%	\$0.00	\$0.00	\$0.00
	PROJECT CLOSEOUT - UNIT 1, PHASE 1	\$14,400.00	\$1,600.00	\$16,000.00	\$14,400.00	\$1,600.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$14,400.00	100.00%	\$1,600.00	100.00%	\$16,000.00	100.00%	\$0.00	\$0.00	\$0.00
	PROJECT CLOSEOUT - UNIT 1, PHASE 2	\$6,750.00	\$750.00	\$7,500.00	\$6,750.00	\$750.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$6,750.00	100.00%	\$750.00	100.00%	\$7,500.00	100.00%	\$0.00	\$0.00	\$0.00
XI.b.	PROJECT CLOSEOUT	\$85,140.00	\$9,460.00	\$94,600.00	\$51,480.00	\$5,720.00	\$57,200.00	\$0.00	\$0.00	\$0.00	\$51,480.00	60.47%	\$5,720.00	60.47%	\$57,200.00	60.47%	\$33,660.00	\$3,740.00	\$37,400.00
	PROJECT CLOSEOUT - UNIT 1, PHASE 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00	\$0.00	\$0.00
	PROJECT CLOSEOUT - UNIT 1, PHASE 4	\$10,800.00	\$1,200.00	\$12,000.00	\$10,800.00	\$1,200.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$10,800.00	100.00%	\$1,200.00	100.00%	\$12,000.00	100.00%	\$0.00	\$0.00	\$0.00
	PROJECT CLOSEOUT - UNIT 2, PHASE 5	\$26,550.00	\$2,950.00	\$29,500.00	\$26,550.00	\$2,950.00	\$29,500.00	\$0.00	\$0.00	\$0.00	\$26,550.00	100.00%	\$2,950.00	100.00%	\$29,500.00	100.00%	\$0.00	\$0.00	\$0.00
	PROJECT CLOSEOUT - UNIT 2, PHASE 6	\$27,630.00	\$3,070.00	\$30,700.00	\$14,130.00	\$1,570.00	\$15,700.00	\$0.00	\$0.00	\$0.00	\$14,130.00	51.14%	\$1,570.00	51.14%	\$15,700.00	51.14%	\$13,500.00	\$1,500.00	\$15,000.00
	PROJECT CLOSEOUT - UNIT 3, PHASE 7	\$20,160.00	\$2,240.00	\$22,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	N/A	\$20,160.00	\$2,240.00	\$22,400.00
XII.	SURVEYING	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	N/A	\$25,000.00	100.00%	\$0.00	\$0.00	\$0.00
XIII.	FEMA CLOMR-F/LOMR	\$0.00	\$31,500.00	\$															

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4C

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 229**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 229
- (B) Name of Payee: Rusty Plumbing Company, Inc.
- (C) Amount Payable: \$50,446.33
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

Application #71403, dated 11/30/2020—Progress Payment Phase 7, less partial retainage

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By:  _____

Brian F. Watson as Vice-Chair

Date: 12.2.2020 _____

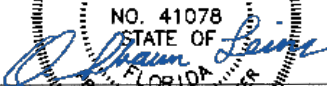
CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, P.C.
SHAWN LEINS
NO. 41078
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
By: 
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/03/2020

Contractor's Application for Payment

Contractor's Application For Payment No. 71403

	Application Period: 11/6/2020 - 11/30/2020	Application Date: 11/30/2020
To (Owner): TOSCANA ISLES CDD	From (Contractor): RUSTY PLUMBING CO., INC.	Customer: 49
Project: TOSCANA ISLES PH 7		
Owner's Contract No.:	Contractor's Project No.: 714-20	

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$ -	\$ -
2	\$ -	\$ -
3	\$ -	\$ -
4	\$ -	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
DPO	\$ -	\$ (220,968.61)
TOTALS	\$ -	\$ (220,968.61)
NET CHANGE BY CHANGE ORDERS	\$	(220,968.61)

1. ORIGINAL CONTRACT PRICE	\$ 674,794.50
2. Net change by Change Orders	\$ (220,968.61)
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 453,825.89
4. TOTAL COMPLETED AND STORED TO DATE	
("Total Completed to Date" on Exhibit E-2)	\$234,304.17
5. RETAINAGE:	
a. <u>10</u> % x \$ _____ Work Completed	\$ 23,430.42
b. <u>10</u> % x \$ _____ Stored Material	\$ -
c. Total Retainage (Line 5a + Line 5b)	\$ 23,430.42
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$210,873.75
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 160,427.42
8. AMOUNT DUE THIS APPLICATION	\$ 50,446.33
9. BALANCE TO FINISH, PLUS RETAINAGE	
("Balance Remaining" on Exhibit E-2 + Line 5c above)	\$ 242,952.14

[Handwritten Signature]
11/30/2020

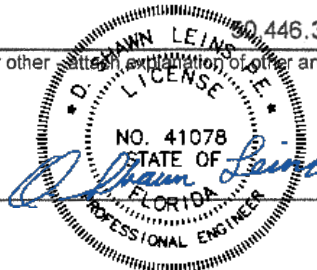
Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Jami Blomberg Date: 11/30/20

Payment of: \$ 50,446.33
(Line 8 or other netted explanation of other amount)

is approved by: [Signature]
Engineer



12/03/2020
(Date)

Contractor's Application For Payment

CONTINUATION SHEET

FROM: Rusty Plumbing Co., Inc.
2180 Cornell Street
Sarasota, FL 34237

TO: Toscana Isles CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

PROJECT: Toscana Isles Ph7

CUSTOMER: 49
INVOICE #: 71403
INVOICE DATE: 11/30/2020
PERIOD TO: 11/30/2020
CONTRACT DATE: 7/23/2020
APPLICATION #: THREE

ORIGINAL CONTRACT						PREVIOUSLY COMPLETED		COMPLETED THIS BILLING PERIOD		TOTAL COMPLETED TO DATE			BALANCE OF CONTRACT REMAINING	
COST CODE	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL AMOUNT	QTY	TOTAL AMT	QTY	TOTAL AMT	QTY	TOTAL AMT	% TO DATE	BAL. LEFT	%
SANITARY SEWER - SARASOTA COUNTY														
100	8" SDR26 PVC Gravity Main 8'-8"	726	LF	\$24.00	\$17,424.00	726	\$17,424.00	0	\$0.00	726	\$17,424.00	100%	\$0.00	0%
101	8" SDR26 PVC Gravity Main 6'-8"	786	LF	\$28.00	\$22,008.00	786	\$22,008.00	0	\$0.00	786	\$22,008.00	100%	\$0.00	0%
102	8" SDR26 PVC Gravity Main 8'-10"	605	LF	\$35.00	\$21,175.00	605	\$21,175.00	0	\$0.00	605	\$21,175.00	100%	\$0.00	0%
103	8" SDR26 PVC Gravity Main 10'-12"	551	LF	\$55.00	\$30,305.00	551	\$30,305.00	0	\$0.00	551	\$30,305.00	100%	\$0.00	0%
104	8" SDR26 PVC Gravity Main 12'-14"	409	LF	\$60.00	\$24,540.00	409	\$24,540.00	0	\$0.00	409	\$24,540.00	100%	\$0.00	0%
105	4' Diam. Manhole 0'-6"	3	EA	\$3,150.00	\$9,450.00	3	\$9,450.00	0	\$0.00	3	\$9,450.00	100%	\$0.00	0%
106	4' Diam. Manhole 6'-8"	3	EA	\$3,510.00	\$10,530.00	3	\$10,530.00	0	\$0.00	3	\$10,530.00	100%	\$0.00	0%
107	4' Diam. Manhole 8'-10"	1	EA	\$4,225.00	\$4,225.00	1	\$4,225.00	0	\$0.00	1	\$4,225.00	100%	\$0.00	0%
108	4' Diam. Manhole 10'-12"	1	EA	\$5,765.00	\$5,765.00	1	\$5,765.00	0	\$0.00	1	\$5,765.00	100%	\$0.00	0%
109	4' Diam. Manhole 12'-14" (Lined)	1	EA	\$10,250.00	\$10,250.00	1	\$10,250.00	0	\$0.00	1	\$10,250.00	100%	\$0.00	0%
110	6' Diam Lift Station Complete	1	EA	\$167,900.00	\$167,900.00	0.35	\$58,765.00	0	\$0.00	0.35	\$58,765.00	35%	\$109,135.00	65%
111	Single Sanitary Service	26	EA	\$998.00	\$25,948.00	0	\$0.00	26	\$25,948.00	26	\$25,948.00	100%	\$0.00	0%
112	Double Sanitary Service	11	EA	\$1,155.00	\$12,705.00	0	\$0.00	11	\$12,705.00	11	\$12,705.00	100%	\$0.00	0%
113	Gravity Sewer Testing	1	LS	\$8,547.00	\$8,547.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$8,547.00	100%
SUBTOTAL					\$370,772.00		\$214,437.00		\$38,653.00		\$253,090.00	68%	\$117,682.00	32%
FORCE MAIN - SARASOTA COUNTY														
114	4" SDR25 PVC Force Main	1,600	LF	\$14.00	\$22,400.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$22,400.00	100%
115	4" SDR25 PVC 45° Bend w/ Acc	6	EA	\$375.00	\$2,250.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$2,250.00	100%
116	4" SDR25 PVC 11.25° Bend w/ Acc	1	EA	\$365.00	\$365.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$365.00	100%
117	4" SDR25 PVC 22.25° Bend w/ Acc	6	EA	\$370.00	\$2,220.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$2,220.00	100%
118	4" SDR25 PVC 90° Bend w/ Acc	1	EA	\$515.00	\$515.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$515.00	100%
119	4" Gate Valve	1	EA	\$1,045.00	\$1,045.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$1,045.00	100%
120	Air Relief Valve	1	EA	\$5,635.00	\$5,635.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$5,635.00	100%
121	Tie into Existing Manhole	1	EA	\$1,950.00	\$1,950.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$1,950.00	100%
122	Rework Bench on Existing Manhole	1	EA	\$2,500.00	\$2,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$2,500.00	100%
123	Force Main Testing	1	LS	\$1,837.00	\$1,837.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$1,837.00	100%
SUBTOTAL					\$40,717.00		\$0.00		\$0.00		\$0.00	0%	\$40,717.00	100%
DRAINAGE														
124	Valley Gutter Inlet	6	EA	\$3,690.00	\$22,140.00	0	\$0.00	6	\$22,140.00	6	\$22,140.00	100%	\$0.00	0%
125	18" Pipe Support	6	EA	\$995.00	\$5,970.00	0	\$0.00	6	\$5,970.00	6	\$5,970.00	100%	\$0.00	0%
126	18" A2000	921	LF	\$32.00	\$29,472.00	0	\$0.00	921	\$29,472.00	921	\$29,472.00	100%	\$0.00	0%
SUBTOTAL					\$57,582.00		\$0.00		\$57,582.00		\$57,582.00	0%	\$0.00	100%
WATER														
127	8" PVC Water Main w/ Restrainers	3720	LF	\$22.50	\$83,700.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$83,700.00	100%
128	8" Gate Valve w/ Valve Box	4	EA	\$2,050.00	\$8,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$8,200.00	100%
129	Fire Hydrant Complete	4	EA	\$5,900.00	\$23,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$23,600.00	100%
130	8" x 6" MJ Tee w/ Acc	4	EA	\$625.00	\$2,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$2,500.00	100%
131	8" MJ 22.5° Bend w/ Acc	7	EA	\$550.00	\$3,850.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$3,850.00	100%
132	8" MJ 45° Bend w/ Acc	24	EA	\$550.00	\$13,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$13,200.00	100%
133	12" x 8" MJ Reducer w/ Acc	1	EA	\$625.00	\$625.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$625.00	100%
134	Single Water Service (Short)	17	EA	\$850.00	\$14,450.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$14,450.00	100%
135	Double Water Service (Short)	23	EA	\$1,675.00	\$38,525.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$38,525.00	100%
136	Remove Plug & Tie into Existing Water Main	2	EA	\$1,750.00	\$3,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$3,500.00	100%
137	Potable Water Testing	1	LS	\$2,790.00	\$2,790.00	0	\$0.00	0	\$0.00	0	\$0.00	0%	\$2,790.00	100%
WATER DISTRIBUTION SUBTOTALS					\$194,940.00		\$0.00		\$0.00		\$0.00	0%	\$194,940.00	100%

Contractor's Application For Payment

CONTINUATION SHEET

FROM: Rusty Plumbing Co., Inc.
2180 Cornell Street
Sarasota, FL 34237

TO: Toscana Isles CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

PROJECT: Toscana Isles Ph7

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APPLICATION #: THREE

ORIGINAL CONTRACT						PREVIOUSLY COMPLETED		COMPLETED THIS BILLING PERIOD		TOTAL COMPLETED TO DATE			BALANCE OF CONTRACT REMAINING	
COST CODE	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL AMOUNT	QTY	TOTAL AMT	QTY	TOTAL AMT	QTY	TOTAL AMT	% TO DATE	BAL. LEFT	%
	MISCELLANEOUS													
138	Standard Performance & Payment Bond	1	LS	\$10,783.50	\$10,783.50	1	\$10,783.50	0	\$0.00	1	\$10,783.50	100%	\$0.00	0%
	SANITARY SEWER SUBTOTALS				\$10,783.50		\$10,783.50		\$0.00		\$10,783.50	100%	\$0.00	0%
	CONTRACT TOTALS				\$674,794.50		\$225,220.50		\$96,235.00		\$321,455.50	48%	\$353,339.00	
139	DPO CREDIT	(1)	LS	\$220,968.61	(\$220,968.61)	-1	(\$46,967.82)	-1	(\$40,183.51)	0	(\$87,151.33)	39%	(\$133,817.28)	61%
	TOTAL CREDIT				(\$220,968.61)		(\$46,967.82)		(\$40,183.51)		(\$87,151.33)		(\$133,817.28)	
	TOTAL				\$453,825.89		\$178,252.68		\$56,051.49		\$234,304.17	52%	\$219,521.72	48%

INVOICE BREAKDOWN FOR DPO

FROM: Rusty Plumbing Co., Inc.
2180 Cornell Street
Sarasota, Fl. 34237

TO: Toscana Isles CDD
2300 Glades Road, Suite 410W
Boca Raton, Fl. 33431

PROJECT: Toscana Isles Ph7

CUSTOMER: 49
INVOICE #: 71403
INVOICE DATE: 11/30/2020
PERIOD TO: 11/30/2020
CONTRACT DATE: 7/23/2020
APPLICATION #: THREE

DPO INVOICE LIST						PREVIOUSLY INVOICED		INVOICED THIS BILLING PERIOD		TOTAL INVOICES TO DATE			BALANCE OF INVOICE REMAINING	
CODE	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL AMOUNT	QTY	TOTAL AMT	QTY	TOTAL AMT	QTY	TOTAL AMT	%COMPLT TO DATE	BAL. LEFT	%
CORE & MAIN														
N042272		(1)	LS	\$749.97	(\$749.97)	0	\$0.00	-1	(\$749.97)	-1	(\$749.97)	100%	\$0.00	0%
M970286		(1)	LS	\$24,300.00	(\$24,300.00)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$24,300.00)	100%
N026167		(1)	LS	\$8,087.10	(\$8,087.10)	0	\$0.00	-1	(\$8,087.10)	-1	(\$8,087.10)	100%	\$0.00	0%
N026211		(1)	LS	\$2,548.37	(\$2,548.37)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$2,548.37)	100%
N026240		(1)	LS	\$2,123.99	(\$2,123.99)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$2,123.99)	100%
N026522		(1)	LS	\$1,102.39	(\$1,102.39)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$1,102.39)	100%
N026591		(1)	LS	\$2,857.35	(\$2,857.35)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$2,857.35)	100%
N026873		(1)	LS	\$5,603.59	(\$5,603.59)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$5,603.59)	100%
N026910		(1)	LS	\$7,853.32	(\$7,853.32)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$7,853.32)	100%
N027321		(1)	LS	\$21,616.97	(\$21,616.97)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$21,616.97)	100%
N069008		(1)	LS	\$21,150.72	(\$21,150.72)	-0.59	(\$12,478.92)	-0.21	(\$4,441.65)	-0.8	(\$16,920.58)	80%	(\$4,230.14)	20%
N111576		(1)	LS	\$5,876.10	(\$5,876.10)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$5,876.10)	100%
N112557		(1)	LS	\$3,664.52	(\$3,664.52)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$3,664.52)	100%
N156512		(1)	LS	\$3,190.00	(\$3,190.00)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$3,190.00)	100%
N205201		(1)	LS	\$508.80	(\$508.80)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$508.80)	100%
TOTAL CORE & MAIN														
					(\$111,233.19)		(\$12,478.92)		(\$13,278.72)		(\$25,757.65)	23%	(\$85,475.54)	77%
OLDCASTLE PRECAST - STORM														
374153536		(1)	LS	\$5,100.00	(\$5,100.00)	0	\$0.00	-1	(\$5,100.00)	-1	(\$5,100.00)	100%	\$0.00	0%
374153697		(1)	LS	\$5,553.00	(\$5,553.00)	0	\$0.00	-1	(\$5,553.00)	-1	(\$5,553.00)	100%	\$0.00	0%
TOTAL OLDCASTLE PRECAST														
					(\$10,653.00)	0	\$0.00		(\$10,653.00)		(\$10,653.00)	100%	\$0.00	0%
OLDCASTLE PRECAST - SEWER														
374153694		(1)	LS	\$14,411.00	(\$14,411.00)	-1	(\$14,411.00)	0	\$0.00	-1	(\$14,411.00)	100%	\$0.00	0%
374153695		(1)	LS	\$6,882.00	(\$6,882.00)	-1	(\$6,882.00)	0	\$0.00	-1	(\$6,882.00)	100%	\$0.00	0%
374153696		(1)	LS	\$4,162.00	(\$4,162.00)	-1	(\$4,162.00)	0	\$0.00	-1	(\$4,162.00)	100%	\$0.00	0%
374153697		(1)	LS	\$6,281.00	(\$6,281.00)	-1	(\$6,281.00)	0	\$0.00	-1	(\$6,281.00)	100%	\$0.00	0%
TOTAL OLDCASTLE PRECAST														
					(\$31,736.00)	0	(\$31,736.00)		\$0.00		(\$31,736.00)	100%	\$0.00	0%
BARNEY'S PUMPS														
INV00054318		(1)	LS	\$40,720.00	(\$40,720.00)	0	\$0.00	0	\$0.00	0	\$0.00	0%	(\$40,720.00)	100%
TOTAL BARNEY'S PUMPS														
					(\$40,720.00)		\$0.00		\$0.00		\$0.00	0%	(\$40,720.00)	100%
CONTECH														
21888678		(1)	LS	\$2,311.44	(\$2,311.44)	0	\$0.00	-1	(\$2,311.44)	-1	(\$2,311.44)	100%	\$0.00	0%
21880199		(1)	LS	\$11,618.64	(\$11,618.64)	0	\$0.00	-1	(\$11,618.64)	-1	(\$11,618.64)	100%	\$0.00	0%
TOTAL CONTECH														
					(\$13,930.08)		\$0.00		(\$13,930.08)		(\$13,930.08)	100%	\$0.00	0%
SUB-TOTAL ALL VENDORS					(\$208,272.27)		(\$44,214.92)		(\$37,881.80)		(\$82,076.73)	39%	(\$126,195.54)	61%
SALES TAX					(\$12,488.34)		(\$2,652.90)		(\$2,271.71)		(\$4,924.80)	39%	(\$7,571.73)	61%
SURTAX					(\$200.00)		(\$100.00)		(\$50.00)		(\$150.00)	75%	(\$50.00)	25%
TOTAL ALL VENDORS					(\$220,960.61)		(\$46,967.82)		(\$40,183.51)		(\$87,151.33)	39%	(\$133,817.28)	61%

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4D

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 230**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 230
- (B) Name of Payee: Guy's Hauling & Dumpster Service, Inc.
- (C) Amount Payable: **\$95.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

Invoice #4538 2020 1201 Portable Toilet for Construction Area \$ 95.00

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By:  _____

Brian F. Watson as Vice-Chair

Date: 12-09-20

CONSULTING ENGINEER'S APPROVAL

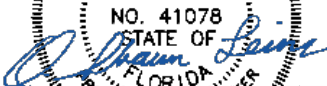
The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, LLC
SHAWN LEINS, P.E.
NO. 41078
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

By: 
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/10/2020



Jenni Jon's



941-730-4896
FREAKY CLEAN!

JENNI & GUY'S INVOICE

Jenni & Guy
3101 21st Street Court East
Palmetto, Florida 34221
United States

Phone: 941-355-6061
Mobile: 941-730-4896

BILL TO
Toscana Isles Community Development
District
Alex
100 Maraviya Boulevard
Nokomis, Florida 34275
United States

941-724-0605
ahays@vanguardland.com

Invoice Number: 4538

Invoice Date: December 1, 2020

Payment Due: December 31, 2020

Amount Due (USD): \$95.00

 [Pay Securely Online](#)

Items	Quantity	Price	Amount
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Portable Toilet	1	\$95.00	\$95.00
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Total: \$95.00

Amount Due (USD): \$95.00

Pay Securely Online

VISA



link.waveapps.com/pmfs4q-rkaj88

Notes / Terms

100 Tosca - Villa Blvd., Nokomis, FL 34275


12-7-2020

We are VERY excited to announce that our businesses are joining forces. Jenni and Guy have so much to offer this industry and will continue to provide EXCELLENT customer service. Please reach out with any questions. -Jenni & Guy

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4E


CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, LLC
By: 
D. Shawn Leins
PROFESSIONAL ENGINEER

As District Engineer and
Consulting Engineer to the District

Date: 12/10/2020

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
PO Box 628395
Orlando FL 32862-8395



Invoice 96262

Bill To
Toscana Isles Community Development District- Land c/o LALP Development, LLC 6561 Palmer Park Circle, Suite B Sarasota, FL 34238

Date	Due Date
08/04/20	8/4/2020
Account Owner	PO#
Dan DeMont	

Item	Amount
#80977 - Roundabout Beach Pebble & Understory	\$2,224.00
<i>Plant Material - 07/31/2020</i>	

Grand Total **\$2,224.00**

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$0.00	\$166.69	\$0.00	\$0.00	\$2,224.01

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

Handwritten signature and date: 12-7-2020

Thank you for allowing us to serve you.

JuniperLandscaping.com
(941) 786-3827

Please Remit Payment to:

Juniper Landscaping of Florida, LLC
 PO Box 628395
 Orlando FL 32862-8395



Invoice 105953

Bill To
Toscana Isles Community Development District- Land c/o LALP Development, LLC 6561 Palmer Park Circle, Suite B Sarasota, FL 34238

Date	Due Date
11/30/20	11/30/2020
Account Owner	PO#
Dan DeMont	

Item	Qty/UOM	Rate	Ext. Price	Amount
#92716 - Toscana lot 659 Mainline break repair				\$166.69
<i>Lateral Components - 11/12/2020</i>				
Misc Fittings - 1.25" - 2"	2.00EA	\$8.57	\$17.14	
2 PVC Ball Valve Nsf Solvent	1.00EA	\$15.41	\$15.41	
10" Ametek Valve Box	1.00EA	\$44.14	\$44.14	
Tech Labor	2.00HR	\$45.00	\$90.00	

Grand Total **\$166.69**

1-30 Days	31-60 Days (Past Due)	61-90 Days (Past Due)	91-120 Days (Past Due)	121+ Days (Past Due)
\$0.00	\$166.69	\$0.00	\$0.00	\$2,224.01

**Aging displayed on invoice only refers to balances after 1/1/18 for this property.

***This invoice is governed by, and specifically incorporates, the terms and conditions agreed to by the parties in the Proposal/Contract referenced above.

[Handwritten Signature]
 12-7-2020

Thank you for allowing us to serve you.

JuniperLandscaping.com
 (941) 786-3827

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4F

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 232**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 232
- (B) Name of Payee: Pennuto Underground Cable and Conduit, Inc.
- (C) Amount Payable: **\$1,120.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

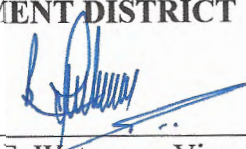
Invoice 20-4393 dated 11/06/2020 – 140' Directional Bore or Hand Dig

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Brian E. Watson as Vice-Chair

Date: 12-9-20

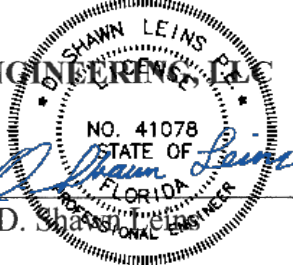
CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, LLC
By: 
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/10/2020

Pennuto Underground Cable and Conduit, Inc.

317 Tatum Road
Sarasota, FL 34240

Invoice

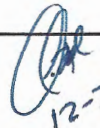
Date	Invoice #
11/6/2020	20-4393

Bill To
TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

Jobsite
TOSCANA MAILBOX ROOF

P.O. No.	Terms

Quantity	Description	Location	Rate	Amount
140	Hand dig or Missile bore		7.00	980.00
140	purchase 1 1/2" PVC CONDUIT		1.00	140.00
			Total	\$1,120.00


12-7-2020

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4G

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 233**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 233
- (B) Name of Payee: Guy's Hauling & Dumpster Service, Inc.
- (C) Amount Payable: **\$521.92**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

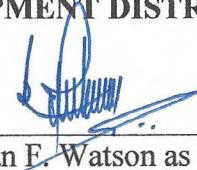
Invoice #4852 2020 1214 Portable Toilet for Construction Area	\$ 95.00
Invoice #79399 2020 1209 Dumpster & Dump Fees for Construction	\$426.92

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Brian F. Watson as Vice-Chair
Date: 12-17-20

CONSULTING ENGINEER'S APPROVAL

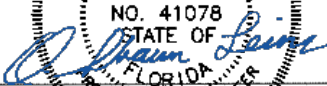
The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, P.L.C.
D. SHAWN LEINS, P.E.
NO. 41078
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

By: 
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/18/2020



Jenni Jon's



941-730-4896
FREAKY CLEAN!

JENNI & GUY'S INVOICE

Jenni & Guy
3101 21st Street Court East
Palmetto, Florida 34221
United States

Phone: 941-355-6061
Mobile: 941-730-4896

BILL TO
Toscana Isles Community Development
District
Alex
100 Maraviya Boulevard
Nokomis, Florida 34275
United States

941-724-0605
ahays@vanguardland.com

Invoice Number: 4852

Invoice Date: December 14, 2020

Payment Due: January 13, 2021

Amount Due (USD): \$95.00

[Pay Securely Online](#)

Items	Quantity	Price	Amount
-------	----------	-------	--------

Portable Toilet	1	\$95.00	\$95.00
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Total: \$95.00

Amount Due (USD): \$95.00

Pay Securely Online

VISA



DISCOVER

Bank Payment

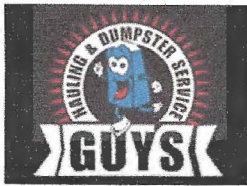
link.waveapps.com/seyhfq-uygmhr

12-14-2020

We are VERY excited to announce that our businesses are joining forces. Jenni and Guy have so much to offer this industry and will continue to provide EXCELLENT customer service. Please reach out with any questions. -Jenni & Guy

Guy's Hauling & Dumpster Service, inc.

Invoice



3101 21st St Ct E
 Palmetto, FL 34221
 Office- 941-355-6061 Fax- 941-359-8503



Date	Invoice #
12/9/2020	79399

Bill To
 Toscana Isle Community
 Developement District
 100 Tusca-villa Blvd
 Venice Fl. 34275
 ahays@vanguardland.com

Due Date
12/24/2020

P.O. # or location
 100 maraviya Blvd

Terms
due in 15 days

Description	Qty	Rate	Amount
10 yard dumpster		165.00	165.00
dump fees per ton for C&D / Construction Debris (MIN 1TON)	3.72	61.00	226.92
environmental / fuel fee		35.00	35.00
Sales Tax for Sarasota County		7.00%	0.00

THANK YOU!
 HAVE A GREAT DAY AND PLEASE CALL AGAIN !!!!

Total	\$426.92
--------------	----------

Customer agrees to pay all cost incurred while collecting any past due amounts, including any attorney fees. All past due amounts are subject to 1.5% intrest fees per month on unpaid balances. PLEASE FIND US ON FACEBOOK OR GOOGLE AND LEAVE A REVIEW:

<https://www.facebook.com/GuysHaulingAndDumpster>
<http://bit.ly/guyshaulingreview>

12-14-2020

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4H

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 234**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 234
- (B) Name of Payee: Solitude Lake Management, LLC.
- (C) Amount Payable: **\$45,123.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

Invoice #PI-A00515503 Remaining Payment on Contract

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By:  _____

Brian E. Watson as Vice-Chair

Date: 12-17-20

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, LLC

By: _____

D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/18/2020



INVOICE

Invoice Number: PI-A00515503
Invoice Date: 11/30/20

Voice: (888) 480-5253 Fax: (888) 358-0088

PROPERTY: Toscana Isles
 Stormwater
 Maintenance
 Assoc., Inc.

SOLD TO: Toscana Isles CDD
 Wrathell Hunt Hart and Associates
 2300 Glades Road Suite 410W
 Boca Raton, FL 33431
 United States

CUSTOMER ID		CUSTOMER PO		Payment Terms	
9748				Net 30	
Sales Rep ID		Shipment Method		Ship Date	Due Date
Qty	Item / Description	UOM	Unit Price	Extension	
1	Vertex Fountain Installation	Each	30,082.00	30,082.00	
1	Vertex Fountain Installation	Each	30,082.00	30,082.00	

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
 Little Rock, AR 72202

Subtotal	60,164.00
Sales Tax	0.00
Total Invoice	60,164.00
Payment Received	15,041.00
TOTAL	45,123.00

[Handwritten Signature]
 12-14-2020

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

41

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 235**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 235
- (B) Name of Payee: Curbco, Inc.
- (C) Amount Payable: **\$28,440.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

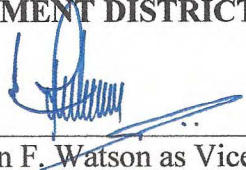
Invoice 8058, dated 12/08/2020 – Remove & Replace Miami Curb

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Brian F. Watson as Vice-Chair
Date: 12-17-20

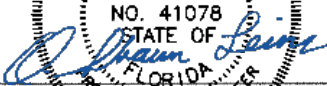
CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

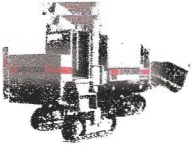
The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, LLC
By: 
D. Shawn Leins
Professional Engineer
NO. 41078
STATE OF FLORIDA

As District Engineer and
Consulting Engineer to the District

Date: 12/18/2020



CURBCO, INC
 8008 34th Avenue East
 Bradenton FL 34211
 941 747-4848

License: MC00263

Contract Invoice

Invoice#: 8058

Date: 12/08/2020

Billed To: Toscana Isles Community Development District
 2300 Glades Road
 Suite 410W
 Boca Raton FL 33431

Project: 8782 - Toscana Isles R&R Miami

Due Date: 01/07/2021

Terms: 30DY

Order#

Description	Quantity	Unit	Price	Total
Remove and Replace Miami Curb	711.00	LF	\$40.00	\$28,440.00

Notes:

A service charge of 18% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Sales Tax:	0.00
Invoice Total:	28,440.00
Retention:	0.00
Amount Paid:	0.00
Amount Due	28,440.00

[Signature]
 12-14-2020

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4J

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 236**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: **236**
- (B) Name of Payee: **Commercial Residential Aluminum & Fabricating, LLC**
- (C) Amount Payable: **\$600.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

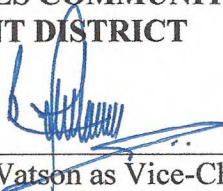
Deposit on Gutters for Mailboxes, Proposal dated 12/08/2020

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Brian F. Watson as Vice-Chair
Date: 12-17-20

CONSULTING ENGINEER'S APPROVAL

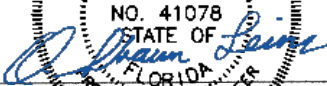
The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, P.C.
D. SHAWN LEINS
NO. 41078
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

By: 
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/18/2020



115 Morse Court Venice Florida 34275

Phone: 941-486-9104

Fax: 941-485-3423

Toll Free: 855-CRA-CAGE

Website: www.craluminum.com

Email:

Job#:

Insured

License# CGC058897

Property Owner:	Toscana Isles Comm Dev Dist	Bill To:	Toscana Isles Comm Dev District
Address:	100 Maraviya Blvd	Address:	100 Maraviya Blvd
City, State, Zip:	Nokomis, FL 34275	City, State, Zip:	Nokomis, FL 34275
Phone:	941-724-0605	Phone:	""
Email:	ahays@vanguardland.com	Email:	""
Lot:	Alex Hays	Approx Install Date:	4 -5 weeks after signing
Subdivision:	Toscana Isles	Job Type:	Gutters
Gate Code:		Source:	Retail

SPECIAL NOTES:

Scope of work: Install 6" seamless gutters around new mailbox structure.

- Gutter color: Musket Brown
- Approx l/f: 230'
- Miters: 4
- Down spouts: 5
- Diverter: 1
- Splash blocks: 0
- Down spout extension l/f: 10', 2' at each down spout
- Removal / Approx l/f: NA
- Lift needed: NO
- Y down spouts: 0

Notes: All gutters are secured with hidden hangers. Corners are mitered and sealed on site. We do not use pre-fabricated corners.

This proposal does not become a contract until accepted and signed by an officer of the contractor and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lien upon the real property on which installation is made.

Purchaser agrees to supply electrical power at job site. \$50.00 fee if no power.

ANY CHANGES AFTER FINAL MEASUREMENTS WILL BE CHARGED ACCORDINGLY
MATERIAL AND WORKMANSHIP GUARANTEED FOR ONE YEAR

TERMS: 50% DOWN, BALANCE UPON SUBSTANTIAL COMPLETION / CREDIT CARD CONVENIENCE FEE 2.5%

Deposit Invoice

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until midnight of the third business day after the day on which the buyer signs an agreement.

Toscana Isles Community Development District

I/We have read the foregoing proposal contract and accept the same on the terms and conditions printed on the reverse side and as stated above.

PRICE IS VALID FOR THIRTY DAYS FROM: 12/8/2020, Rev 12/14/20

Purchaser: *Alexander Hays, Chair Board* Date: *12/14/20*

Commercial Residential Aluminum & Fabricating LLC of Sarasota County By:

Contract Price	\$1,200.00
Convenience Fee	
Deposit	\$600.00
CHK#	
Balance	\$600.00
Change Order	
Adj. Balance	

12-14-2020

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4K

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 237**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 237
- (B) Name of Payee: Becerra Construction of Central Florida, Inc.
- (C) Amount Payable: **\$3,500.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

Invoice 202261, dated 12/14/2020 –Payment on Contract

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By:  _____

Brian F. Watson as Vice-Chair

Date: 12-17-20 _____

CONSULTING ENGINEER'S APPROVAL

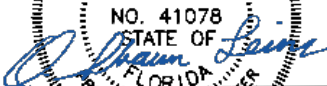
The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, LLC
SHAWN LEINS
NO. 41078
STATE OF
FLORIDA
REGISTERED PROFESSIONAL ENGINEER

By: 
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/18/2020



779 Tamiami Trail, Unit #8
 Port Charlotte, FL 33953

Invoice

Date	Invoice #
12/14/20	202261

Bill To
Toscana Isles Community Development District 7350 Point of Rocks Rd Sarasota, FL 34242

Due Date	Project
12/14/20	Mailbox Pavilion

Description	Qty	Rate	Amount
Upon re-installation of mailboxes in permanent location - \$1,500	1	1,500.00	1,500.00
Upon completion of the Project - \$2,000.00	1	2,000.00	2,000.00
Total			\$3,500.00

[Handwritten Signature]
 12-24-2020

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4L

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 238**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: **238**
- (B) Name of Payee: **LALP Development, LLC**
- (C) Amount Payable: **\$2,413.55**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

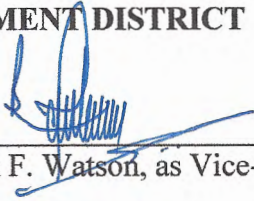
Please see Attached Spreadsheet and Supporting Details

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Brian F. Watson, as Vice-Chair

Date: 12-17-20

CONSULTING ENGINEER'S APPROVAL

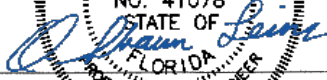
The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, P.L.L.C.
SHAWN LEINS, P.E.
NO. 41078
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

By: 
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/18/2020

LALP Development, LLC

7350 Point of Rocks Road
Sarasota FL 34242

84-7041/2652

Check No. 6218

Date 12/15/2020

Pay to the
Order of Sarasota County Board of County Commissioners

\$915.00*

Nine Hundred Fifteen and 00/100*****

Dollars

IBERIABANK

Memo Western Tract Lift Station ROW Use permit

⑆265270413⑆ 20001448129⑈ 6218

Record of Payment Check: 6218 Payee: Sarasota County Board of County Commissioners 12/15/2020

LALP Dev Checking - IberiaBank Western Tract Lift Station ROW Use permit

\$915.00*

Record of Payment Check: 6218 Payee: Sarasota County Board of County Commissioners 12/15/2020

LALP Dev Checking - IberiaBank Western Tract Lift Station ROW Use permit

\$915.00*

**SARASOTA COUNTY PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
RIGHT-OF-WAY USE PERMIT APPLICATION**

The Planning and Development Services Department is committed to providing excellent customer service. Please check here if it is ok for someone from the County to follow-up with you regarding your experience and how we can improve our service.

APPLICANT LALP Development, LLC

APPLICANT ADDRESS 7350 Point of Rocks Rd, Sarasota, FL 34242

APPLICANT PHONE 941-552-6705 24 HOUR EMERGENCY PHONE 941-552-6705

APPLICANT EMAIL ADDRESS jpeshkin@vanguardland.com

LOCATION/ADDRESS OF WORK: Lift Station @ 589 Ravello Blvd PARCEL ID # 0375-04-0001

Is this site located on a designated Canopy Road? Yes No
 Is there going to be tree or tree root disturbance? Yes No
 Is this a Sarasota County CIP Project? Yes No CIP # _____ Proj. Mgr _____

Class A - \$250 Class B - \$300 Class C - \$500 Class D - \$900 Class H - \$75 Class G - 1/2 Price of Appl Class

- | | | |
|---------------------------------|-------------------------------|----------------------------------|
| A - Minor Landscaping | B - Parking Areas | D - Intersection of Street |
| A - Utility Taps | B - Excavate in ROW | D - General Roadway Work |
| A - Grade and Sod Swales | C - Road Cuts | D - Turn Lane at Comm/Subdiv Ent |
| A - Signs | C - Installation of New Equip | G - Sarasota County Government |
| A - Single Utility Pole Install | C - Water/Sewer Tie-ins | H - Curb Cuts |
| A - Directional Bore | C - Jack and Bore | H - Landscaping (Homeowner) |
| B - Significant Landscaping | C - Combined J&B/Road Cuts | H - Concrete Driveway Aprons |
| B - Material Staging Areas | C - Water/Sewer Line Install | |


FOR THE PURPOSE OF: Lift Station Driveway Connection

ASSOCIATED COUNTY PERMIT NO: (Required if applicable) N/A

INSTRUCTIONS

- The applicant must provide an original bond (fax copies not accepted) to Land Development Services in the minimum amount of \$15,000.00 to assure restoration of the area to original or better condition for work hereby permitted. The acceptable bond form can be found at www.scgov.net. Please contact Mary Stephens at 941-861-6576 for bond information. Class H applications are exempt from bonding.
- All construction and restoration must meet those requirements determined applicable by Sarasota County before work will be deemed complete and before applicant will be released from said responsibility or posted bond returned.
- Plans must show all locations of underground and overhead utilities, culverts, driveways or any other structures in the right-of-way. Typical cross-section showing depth of existing utilities and location of proposed installation must be included. An approved MOT (maintenance of traffic) plan is required for work, material and equipment storage, and employee parking that utilize the "clear zones" at any time.
- The Land Development Inspector MUST be notified at least 24 hours prior to commencement of construction operations.
- NOTICE:** The Right of Way Use Permit will become invalid on the expiration date noted on the permit. If an extension is necessary, the request, along with a check in the amount of \$100.00 must be submitted 10 days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project. If a Stop Work Order is issued, a fee in the amount of \$300.00 will be required to have it removed.

LALP Development, LLC Florida Limited Liability Company
BY: Approved Realtors, LLC a Florida Limited Liability Company, its Manager
I HEREBY AGREE to all the terms under which the Right of Way Use Permit is issued.


 APPLICANT SIGNATURE
 John R. Peshkin, its Manager

12/15/20
 DATE

12/15/20 Park # 6218

SARASOTA COUNTY RIGHT-OF-WAY USE PERMIT FEE CALCULATION SHEET

Class Type: D

		TOTAL
RECORDS FEE:	\$15.00	\$15.00
CLASS A	\$250.00 x _____	
-Minor Landscaping		
-Utility Taps		
-Grade and Sod Swales		
-Single Utility Pole Installation		
-DAS Collocates		
CLASS B	\$300.00 x _____	
-Significant Landscaping		
-Material Staging Areas		
-Parking Areas		
CLASS C	\$500.00 x _____	
-Installation of New Equipment		
-Water and Sewer Tie-ins		
-Jack & Bore or Road Cuts		
-Combination of Jack & Bore/Road Cuts		
-Water/Sewer Line Installation directly related to Construction of an approved development		
CLASS D	\$900.00 x <u>1</u>	
-Per Intersection of Street		
-Per Turn Lane at Entrances		
-General Roadway Work		
CLASS G		
-Sarasota County Govt	1/2 Price of Above = _____	
CLASS H		
-Homeowner-Minor	\$75.00 x _____	
DAS ANNUAL FEE	\$150.00 x _____	
(Distributed Antennae System)		
(Per Pole or Collocate)		
TOTAL		915.00

LALP Development, LLC
7350 Point of Rocks Road
Sarasota FL 34242

84-7041/2652

Check No. 6219

Date 12/16/2020

Pay to the
Order of Vanguard Realtors, LLC

\$1,498.55*

One Thousand FourHundredNinety_Eight and 55/100*****

Dollars

IBERIABANK

Memo Reimburse for TICDD Mailbox Expenses charged in October

⑆ 265 2704 13⑆ 2000 1448 129⑆ 6 2 19

Record of Payment Check: 6219 Payee: Vanguard Realtors, LLC 12/16/2020

LALP Dev Checking - IberiaBank Reimburse for TICDD Mailbox Expenses charged in October

\$1,498.55*

Record of Payment Check: 6219 Payee: Vanguard Realtors, LLC 12/16/2020

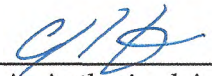
LALP Dev Checking - IberiaBank Reimburse for TICDD Mailbox Expenses charged in October

\$1,498.55*

Toscana Isles Master CDD - Expense Report

Payable to: LALP Development, LLC

Date	Vendor	Description	Amount	Entity	Charge To	Type	Purchaser	Receipt
10/5/2020	THE HOME DEPOT 255 S	Screws for Mailbox	11.18	TICDD		Other	AHH	Yes
10/6/2020	THE HOME DEPOT #0255	Lumber for Mailbox	974.68	TICDD		Other	SPH	Yes
10/8/2020	FLORIDA BLUEPRINT OF	Bond Plot Prints for	17.12	TICDD		Other	AHH	Yes
10/15/2020	THE HOME DEPOT 255 S	Mailbox Project Supp	423.00	TICDD		Other	AHH	Yes
10/16/2020	KILES ACE HOWE NOKON	Mailbox Project Supp	7.05	TICDD		Other	AHH	Yes
10/16/2020	KILES ACE HOWE NOKON	Mailbox Project Supp	13.13	TICDD		Other	AHH	Yes
10/19/2020	THE HOME DEPOT 255 S	Mailbox Project Supp	52.39	TICDD		Other	AHH	Yes
TOTAL			\$ 1,498.55					

Approved: 
 As Authorized Agent
 Date: 12/16/20

	Office	MTG	M & E	Travel	Other	Total
TICDD	\$ -	\$ -	\$ -	\$ -	\$ 1,498.55	\$ 1,498.55
					Total	\$ 1,498.55



CDD

How doers
get more done.

4111 CATTLEMEN ROAD
SARASOTA, FL 34233 (941) 377-1900

0255 00052 87438 10/05/20 11:56 AM
SALE SELF CHECKOUT

887480127508 LS3/8X21/2 <A> 10.44
LAG SCRW STNLSS 3/8 X 2-1/2 5PC

SUBTOTAL 10.44
SALES TAX 0.74
TOTAL \$11.18

XXXXXXXXXXXX7338 VISA
USD\$ 11.18
AUTH CODE 01392G/9527156 TA
Chip Read
AID A0000000031010 CHASE VISA

P.O.#/JOB NAME: T

0255 10/05/20 11:56 AM



0255 52 87438 10/05/2020 0463

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 180 04/03/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 175420 175217
PASSWORD: 20505 175165

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

CPD FLORIDA BLUEPRINT OF S
 3927 BEE RIDGE RD
 SARASOTA, FL 34233

ota, LLC

Sales Receipt

10/08/2020 15:29:41
 MID: XXXXXXXXXXXXXXX883 TID: XXXXX013

Date	Sale No.
10/8/2020	27815

CREDIT CARD
 VISA SALE

Card # Token: XXXXXXXXXXXXX7338
 Chip Card: CHASE VISA
 AID: A0000000031010
 SEQ #: 4
 Batch #: 1515
 INVOICE: 4
 Approval Code: 08253G
 Entry Method: Chip Read
 Mode: Issuer
 Tax Amount: \$0.00

SALE AMOUNT \$17.12

Check No.	Payment Method	Project
	Visa	

I agree to pay above total amount
 according to card issuer agreement.
 (Merchant agreement if Credit Voucher)

Description	Qty	Rate	Amount
	4	3.00	12.00T
	4	1.00	4.00T

X _____
 ALEXANDER HAYS

Subtotal	\$16.00
Sales Tax (7.0%)	\$1.12
Total	\$17.12

Phone #	Fax #	E-mail
941-923-5262	941-925-8211	srqplots@floridablueprint.com



**How doers
get more done.**

*CDD
Mailbox
Project*

4111 CATTLEMEN ROAD
SARASOTA, FL 34233 (941) 377-1900

0255 00034 51044 10/15/20 01:16 PM
SALE CASHIER OLGA *com*

715216068064	2X12-10 SYP <A>	
	2X12-10FT #2 PRIME KD SYP	
	5@17.64	88.20
887480039702	1/2X4LGSCR25 <A>	
	LAG SCRW GALV 1/2 X 4 25PC	
	3@62.55	187.65
887480046809	1/2X31/2LSCG <A>	63.67
	LAG SCRW GALV 1/2 X 3-1/2 25PC	
887480039603	LAG SCREW <A>	55.80
	LAG SCRW GALV 1/2 X 3 25PC	

5
↓

SUBTOTAL	395.32
SALES TAX	27.68
TOTAL	\$423.00

XXXXXXXXXXXX7338 VISA USD\$ 423.00
 AUTH CODE 01083G/9343588 TA
 Chip Read
 AID A0000000031010 CHASE VISA

P.O.#/JOB NAME: T

0255 10/15/20 01:16 PM



0255 34 51044 10/15/2020 9255

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180 04/13/2021

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: ~~HKV 102632 102411~~
PASSWORD: 20515 102377

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

CDD

Mailbox Lumber

WE THANK YOU FOR SHOPPING WITH US AT:
Kile's Ace Hardware
640 Tamiami Trail N
Nokomis, Fl. 34275
(941) 484-8454

RETURNS MUST HAVE THE ORIGINAL RECEIPT,
REFUNDS WILL BE IN THE ORIGINAL TENDER.

10/16/20 7:18AM 553 SALE

27527	1	EA	\$3.59	EA
ACE 3/8x6"WOOD BORING BIT				\$3.59
27525	1	EA	\$2.99	EA
ACE 1/4x6"WOOD BORING BIT				\$2.99

SUB-TOTAL:\$	6.58	TAX:\$.47
		TOTAL:\$	7.05
	BC AMT:	\$	7.05

BK CARD#: XXXXXXXXXXXX7338
 MID:****4881 ID:***3154
 AUTH: 07412G AMT:\$ 7.05
 Host reference #:215542 Bat#

Authorizing Network: VISA

Chip Read
 CARD TYPE:VISA EXPR: XXXX
 AID : A0000000031010
 TVR : 0080008000
 IAD : 06010A03602002
 TSI : F800
 ARC : 00
 MODE : Issuer
 CVM :
 Name : CHASE VISA
 ATC :0063
 AC : 555A17754D5FF620
 TxnID/ValCode: 283808

Bank card USD\$ 7.05



==>> JRNL#C15542 <<==
CUST NO:*5

THANK YOU ALEXANDEP HAYS
 FOR YOUR PATRONAGE
 001 6.58 @ 7.000% = .47

Acct: CASH CUSTOMER

Customer Copy

 CARDHOLDER AGREES TO ALL TERMS AND
 CONDITIONS OF THE CARDHOLDERS
 AGREEMENT.

A 20% RESTOCK FEE APPLIES AFTER 90 DAYS
ASK ABOUT OUR INCLEMENT WEATHER POLICY.

CDD
Mailbox Jumbo

WE THANK YOU FOR SHOPPING WITH US AT:
Kile's Ace Hardware
640 Tamiami Trail N
Nokomis, FL 34275
(941) 484-8454

RETURNS MUST HAVE THE ORIGINAL RECEIPT,
REFUNDS WILL BE IN THE ORIGINAL TENDER.

10/16/20 7:28AM 553 SALE

2201895 1 EA \$5.99 EA
SOCKET ADAPTER 1/2" HEX \$5.99
2100451 1 EA \$3.49 EA
DWLT 3/8" RAPID LOAD \$3.49
2060382 1 EA \$2.79 EA
PWR/SCKT 1/4x1/4" ADPT \$2.79

SUB-TOTAL:\$ 12.27 TAX:\$.86
TOTAL:\$ 13.13
BC AMT: \$ 13.13

BK CARD#: XXXXXXXXXXXX7338
MID:*****4861 15.***3154
AUTH: 073746 AMI:\$ 13.13
Host reference #:215544 Bat#

Authorizing Network: VISA

Chip Read
CARD TYPE:VISA EXPR: XXXX
AID : A0000000031010
TVR : 0080008000
IAD : 06010A03602002
TS: F800
ACC : 00
MODE : Issuer
CVM :
Name : CHASE VISA
ATC :0064
AC : 02B6DBBFEBAB4DF0
TxnID/ValCode: 283809

Bank card USD\$ 13.13



==>> JRNL#C15544 <<==
CUST NO:*5

THANK YOU ALEXANDER HAYS
FOR YOUR PATRONAGE
001 12.27 @ 7.000% = .86

Acct: CASH CUSTOMER

Customer Copy

CARDHOLDER AGREES TO ALL TERMS AND
CONDITIONS OF THE CARDHOLDERS
AGREEMENT.

A 20% RESTOCK FEE APPLIES AFTER 90 DAYS
ASK ABOUT OUR INCLEMENT WEATHER POLICY.

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4M

RETURN CHECK TO LALP DEVELOPMENT, LLC
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 239**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 239
- (B) Name of Payee: T-Top Electric, LLC
- (C) Amount Payable: **\$4,750.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

Invoice 1470 – Electrical for Mailboxes

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By:  _____

Brian F. Watson as Vice-Chair

Date: 12-21-20

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, LLC
SHAWN LEINS
NO. 41078
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

By: *Shawn Leins*
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/22/2020



T-Top Electric, LLC
 2609 12th Avenue West
 Bradenton, FL 34205
 EC # 13008095

Invoice

Date	Invoice #
12/15/2020	1470

Bill To
Tascana Isles Community District

P.O. No.	Terms	Project
		Tascana Mail Boxes

Quantity	Description	Rate	Amount
	Front entrance mail boxes Run power from panel to mail box cover lights Install 18 recessed lights with wet location rated high wattage LED trims Lights to be on timer at panel Does not include the running of conduit from panel to mail boxes Any issues with pipe install will be additional cost Will need 1-2 days for rough and 1day for trim	4,750.00	4,750.00
		Balance Due	\$4,750.00

Phone #
941-242-5571

E-mail
ttop@ttopelectric.com

Total \$4,750.00

[Signature]
 12-21-2020

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

4N

**TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018**

**2018 ACQUISITION AND CONSTRUCTION ACCOUNT
REQUISITION NO. 240**

The undersigned, an Authorized Officer of Toscana Isles Community Development District (the "District") hereby submits the following requisition for disbursement from the 2018 Acquisition and Construction Account under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2014 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2018 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

- (A) Requisition Number: 240
- (B) Name of Payee: Sarasota Land Services, Inc.
- (C) Amount Payable: \$113,754.42
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

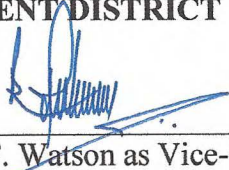
Application #471009, dated 12/17/2020 – Progress Payment on Contract, less Retainage

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2018 Project and each represents a Cost of the 2018 Project, and has not previously been paid.

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

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

**TOSCANA ISLES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Brian F. Watson as Vice-Chair
Date: 12-21-20


CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2018 Project and is consistent with:

- (i) the applicable acquisition or construction contract;
- (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and
- (iii) the report of the Consulting Engineer for the 2018 Project, as such report shall have been amended or modified on the date hereof.

The undersigned further certifies that:

- (a) the 2018 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore;
- (b) the 2018 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards;
- (c) the purchase price to be paid by the District for the 2018 Project improvements is no more than the lesser of:
 - i. the fair market value of such improvements and
 - ii. the actual cost of construction of such improvements;
- (d) the plans and specifications for the 2018 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained;
- (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2018 Project for which disbursement is made have been obtained from all applicable regulatory bodies;
- (f) for that portion of the 2018 Project being acquired, the seller has provided documentation stating that the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2018 Project for which disbursement is made hereby.

AM ENGINEERING, LLC
By: 
D. Shawn Leins

As District Engineer and
Consulting Engineer to the District

Date: 12/22/2020

**SARASOTA LAND SERVICES, INC.
APPLICATION AND CERTIFICATE FOR PAYMENT**

EXHIBIT "E"

PAGE 1 OF 4 PAGES

TO OWNER: Toscana Isles Community Development District
 FROM CONTRACTOR: Sarasota Land Services, Inc.
 CONTRACT FOR: Clearing, Grading and Road Construction
 PROJECT: Toscana 5 & 6
 Contractor Number:
 VIA ENGINEER: A&M Engineering Inc.

APPLICATION NO: 471009
 PERIOD TO: December 17, 2020 COST CODE:
 PROJECT NOS: 471 OWNER JOB #:
 SUBCONTRACT #:
 CONTRACT DATE: May 15, 2019

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,802,050.73
 2. NET CHANGE BY CHANGE ORDERS \$ 194,856.34
 3. CONTRACT SUM TO DATE (LINE 1 ± 2) \$ 1,896,907.07
 4. TOTAL COMPLETED & STORED TO DATE \$ 1,838,747.29
 (COLUMN H ON CONTINUATION SHEET)
 5. RETAINAGE:
 a. 10 % of Completed Work \$ 183,874.73
 (Columns E plus F on Continuation Sheet)
 b. % of Stored Material \$
 (Column G on Continuation Sheet)
 Total Retainage (Line 5a plus 5b or
 Total in Column J on Continuation Sheet) \$ 183,874.73
 6. TOTAL EARNED LESS RETAINAGE \$ 1,654,872.56
 (Line 4 minus Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ 1,541,118.14
 8. CURRENT PAYMENT DUE \$ 113,754.42
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 minus Line 8) \$ 342,031.51

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

CONTRACTOR: [Signature] Date: December 17, 2020

State of Florida
 County of Manatee

Subscribed and sworn to before me this

17th day of December, 2020



[Signature]
 Notary Public
 Lisa M Taylor
 Printed Name of Notary
 GG098051
 Commission Number
 20-Jun-21
 My Commission expires

(Notary Seal)

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ENGINEER: [Signature] NO. 41078
 STATE OF FLORIDA
 By: [Signature] Date: 12/22/2020
 PROFESSIONAL ENGINEER

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 194,856.34	
Total approved this Month	\$	
TOTALS	\$ 194,856.34	\$
NET CHANGES by Change Order		\$ 194,856.34

SARASOTA LAND SERVICES, INC.

4906 State Road 84, East - Duderston, FL 34208 - Phone: (941) 744-0211; Fax: (941) 744-0411

OWNER: Toscona Isles Community Development District

Draw # 471009

PROJECT NAME: Toscona Phase 5 & 6

ENGINEER: RAM Engineering Inc.

For Work Accomplished From Start To:

December 17, 2020

Inclusive

DATE: December 17, 2020

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
CLEARING AND GRADING									
1	Clearing and Grind	39.0	AC	3,000.00	117,000.00		39.00		117,000.00
2	Wheel Cleaning Device if required	1.0	LS	3,500.00	3,500.00		1.0		3,500.00
3	Mobilization	1.0	LS	3,500.00	3,500.00		1.00		3,500.00
4	Disk	91.7	AC	98.00	8,986.60		91.7		8,986.60
5	Temporary Dewatering Ditch (Exc&B)	1.0	LS	9,500.00	9,500.00		1.0		9,500.00
6	38" ADS Pipe installed (Haul Road)	80.0	LF	80.00	6,400.00		80.0		6,400.00
7	Excavation	156,500.0	CY	2.70	422,550.00		156,500.0		422,550.00
8	Grading	1.0	LS	29,650.00	29,650.00		1.00		29,650.00
9	Bond if Required	1.0	LS	20,200.00	20,200.00		1.0		20,200.00
Subtotal					5621,288.60				5621,288.60
CO #1									
Excavation									
7	Excavate, haul and bury unsuitable Material	1.0	LS	65972.50	65,972.50		1.0		65,972.50
Total CO#1					65,972.50				65,972.50
CO #2									
7	Excavate, haul and bury unsuitable Material	1.0	LS	6120.00	\$6,120.00		1.0		\$6,120.00
Total CO#2					\$6,120.00				\$6,120.00
CO #3									
1	Clean and Grubbing	1.0	LS	2380.00	\$2,380.00		1.0		\$2,380.00
7	Additional Excavation	17,190.0	CY	2.70	\$46,413.00		17,190.0		\$46,413.00
2	Crushed Concrete & Freight	1.0	LS	5550.00	\$5,550.00		1.0		\$5,550.00
3	12" Pump/Setup/TearDown/Freight/Fuel	1.0	LS	6625.00	\$6,625.00		1.0		\$6,625.00
9	Additional Bond	1.0	LS	475.00	\$475.00		1.0		\$475.00
Total CO#3					\$61,423.00				\$61,423.00
CO #4									
1	Miscellaneous/See CO#4	1.0	LS	14487.48	\$14,487.48		1.0		\$14,487.48
Total CO#4					\$14,487.48				\$14,487.48
CO #5									
1	Road Construction Change/See CO#5	1.0	LS	25881.60	\$25,881.60		1.0		\$25,881.60
Total CO#5					\$25,881.60				\$25,881.60
CO #6									
1	Road Construction Change/See CO#6	1.0	LS	-10560.3	-\$10,560.30		1.0		-\$10,560.30
Total CO#6					-\$10,560.30				-\$10,560.30
CO #7									
1	Road Construction Change	1.0	LS	12982.51	\$12,982.51		1.0		\$12,982.51
Total CO#7					\$12,982.51				\$12,982.51
CO #8									
1	Miscellaneous/See CO#8	1.0	LS	18569.55	\$18,569.55		1.0		\$18,569.55
Total CO#8					\$18,569.55				\$18,569.55
TOTAL PAGE:					\$816,142.94				\$816,142.94

SARASOTA LAND SERVICES, INC.

4908 State Road 64, East - Bradenton, FL 34208 - Phone: (941) 744-0211; Fax: (941) 744-0411

OWNER: Toscana Isles Community Development District

Draw: # 471009

PROJECT NAME: Toscana Phase 5 & 6

ENGINEER: A&M Engineering Inc.

For Work Accomplished From Start To: December 17, 2020 , Inclusive

DATE: December 17, 2020

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Phase 5 Road Construction									
1	Subbase 8" 40 LBR	32,350.0	SY	2.15	69,552.50		32,350.0		69,552.50
2	8" Cement Treated Base	25,020.0	SY	8.25	206,415.00	2,345.0	25,020.0	19,346.25	206,415.00
3	Screen Base Material	5,450.0	CY	2.00	10,900.00		5,450.0		10,900.00
4	Prime and Matte	25,020.0	SY	0.55	13,761.00	2,345.0	25,020.0	1,289.75	13,761.00
5	1" Type SP-9.5 Asphalt	25,020.0	SY	5.38	134,607.60	2,345.0	25,020.0	12,616.10	134,607.60
6	Pavement Markings	1.0	LS	1,750.00	1,750.00				
7	Miami Curb	20,870.0	LF	9.60	200,352.00		20,870.0		200,352.00
8	Valley Gutter Tie In	31.0	EA	220.00	6,820.00		31.0		6,820.00
9	Handicap Ramps	21.0	EA	495.00	10,395.00				
10	6" Lift Station Drive	855.0	SF	5.20	4,446.00				
11	Type F Curb	1,390.0	LF	11.61	16,137.90		1,390.0		16,137.90
12	Type F Curb Inlet	3.0	EA	196.40	589.20		3.0		589.20
13	Final Dress	1.0	LS	32,150.00	32,150.00		1.0		32,150.00
Subtotal					\$707,876.20			\$33,252.10	\$691,285.20
TOTAL PAGE:					\$707,876.20			\$33,252.10	\$691,285.20

SARASOTA LAND SERVICES, INC.

4906 State Road 64, East - Bradenton, FL 34208 - Phone: (941) 744-0211; Fax: (941) 744-0411

OWNER: Toscana Isles Community Development District

Draw: # 471009

PROJECT NAME: Toscana Phase 5 & 6

ENGINEER: A&M Engineering Inc.

For Work Accomplished From Start To: December 17, 2020 , Inclusive

DATE: December 17, 2020

Item No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
Phase 6 Road Construction									
1	Maintenance of Traffic	1.0	LS	6,600.00	6,600.00				
1	Subbase 8" 40 LBR	18,090.0	SY	2.15	38,893.50		15,745.0		33,851.75
2	8" Cement Treated Base	14,430.0	SY	8.25	119,047.50	4,985.0	12,430.0	41,126.25	102,547.50
3	Screen Base Material	3,130.0	CY	2.00	6,260.00		3,130.0		6,260.00
4	Prime and Matte	14,430.0	SY	0.55	7,936.50	4,985.0	12,430.0	2,741.75	6,836.50
5	1" Type SP-9.5 Asphalt	14,430.0	SY	5.38	77,633.40	4,985.0	12,430.0	26,819.30	66,873.40
6	Pavement Markings	1.0	LS	1,255.00	1,255.00				
7	Miami Curb	10,500.0	LF	9.60	100,800.00	2,339.0	9,500.0	22,454.40	91,200.00
7	Drop Curb	60.0	LF	13.95	837.00				
7	D Curb	480.0	LF	15.50	7,440.00				
8	Valley Gutter Tie-In	24.0	EA	220.00	5,280.00		24.0		5,280.00
9	4" Walk	19,575.0	SF	3.75	73,406.25				
10	Handicap Ramps	13.0	EA	495.00	6,435.00				
11	Final Dress	1.0	LS	18,470.00	18,470.00		1.0		18,470.00
12	Ribbon Curb	125.0	LF	20.75	2,593.75				
Subtotal					\$472,887.90			93,141.70	331,319.15
Total Page:					\$472,887.90			93,141.70	331,319.15
Grand Total					\$1,996,907.04			126,393.80	1,838,747.29

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5AI



Proposal

Proposal No.: 97000
Proposed Date: 12/22/20

PROPERTY:	FOR:
Toscana Isles Community Development District- Land Alex Hays 2300 Glades Road - Suite #410W Boca Raton, FL 33431	Toscana Isles - Main Line Re-route - IRRIGATION

Toscana Isles - Relocate irrigation mainline that conflicts with Phase 7 utilities and roadway near the first pump station

ITEM	QTY	UOM	TOTAL
Irrigation Install			\$5,888.20
10" CL200 Gasketed PVC	160.00	LF	
14-2 Hunter Jacketed Decoder Wire	200.00	LF	
10" Ductile Iron 45 Harco	1.00	EA	
10" Fitting To Pipe Restraint Style A Harco	2.00	EA	
Install Division Labor	18.00	HR	
Total:			\$5,888.20

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not encountered by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: Any and all jobs \$500.00 and below will require Juniper Landscaping to collect full payment before any work will begin. Any and all jobs \$500.00 and above will require a 50% deposit before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

Tascano Idos Community Development District



12/23/20

Signature (Owner/Property Manager)

Date

Alexander Hays, as Chair Board of Supervisors

Printed Name (Owner/Property) Manager

Signature - Representative

Date

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5A11



Proposal

Proposal No.: 97094

Proposed Date: 12/23/20

PROPERTY:	FOR:
Toscana Isles Community Development District- Land Alex Hays 2300 Glades Road - Suite #410W Boca Raton, FL 33431	Screening material for south side of center roundabout

ITEM	QTY	UOM	TOTAL
Landscape Install			\$3,138.20
Small Leaf Clusia Multi, 4-5' x 4-5', 15 gallon - 15G	20.00	15g	
Sabal Palm, Slick, 10-16' ct - FGP3	6.00	FG	
Cocobrown Mulch, 02CF bag - 02CF	60.00	02CF	
Remove and Prep	15.00	HR	
Irrigation Install			\$221.94
1" CL200 PVC	20.00	LF	
Misc Fittings - up to 1"	8.00	EA	
Install Division Labor	5.00	HR	
Total:			\$3,360.14



Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: Any and all jobs \$500.00 and below will require Juniper Landscaping to collect full payment before any work will begin. Any and all jobs \$500.00 and above will require a 50% deposit before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

T. Scarp Isles Community Development District

 _____  _____
Signature (Owner/Property Manager) **Date**
Alexander Hays, as Chair Board of Supervisors

Printed Name (Owner/Property) Manager

Signature - Representative **Date**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5A111



Proposal

Proposal No.: 96970
Proposed Date: 01/13/21

PROPERTY:	FOR:
Toscana Isles Community Development District- Land Alex Hays 2300 Glades Road - Suite #410W Boca Raton, FL 33431	Toscana Isles

Toscana Isles - Sod repairs from rip-rap installation and stock piles

ITEM	QTY	UOM	TOTAL
Sod Install			\$3,405.00
Bahia, 01 Square Foot - 01SF	8500.00	01SF	
Install Division Labor - Remove and Prep	32.00	HR	
Total:			\$3,405.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: Any and all jobs \$500.00 and below will require Juniper Landscaping to collect full payment before any work will begin. Any and all jobs \$500.00 and above will require a 50% deposit before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

Luzerne Lakes Community Development District

[Signature] _____ *1/13/21* _____
Signature (Owner/Property Manager) Date
Alexander Healy, as Chair Board of Supervisors

Printed Name (Owner/Property) Manager

Signature - Representative Date

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5B



**NOSTALGIC LAMPPOSTS
& MAILBOXES PLUS**

P.O. Box 7202
North Port, FL 34290
941-223-1677
nlp1677@yahoo.com

Estimate

ADDRESS

Tuscana Isles Community Development District
6561 Palmer Park Circle
Suite B
Sarasota, FL 34238

ESTIMATE #	DATE
1712	12/16/2020

ACTIVITY	QTY	RATE	AMOUNT
SL-445 2 Street sign blades (custom) 30" HID stop sign w/backer decorative base with fluted 4" post.	3	1,435.00	4,305.00
SL-446 Speed Limit Signs w/ backer decorative base with fluted 4" post	4	985.00	3,940.00
Includes concrete bases with galvanized J-bolts to be poured prior to installation. Includes all labor and materials			

TOTAL **\$8,245.00**

Tuscana Isles Community Development District


Alexander Hays, as Chair Board of Supervisors
Accepted By

Accepted Date

Contractor shall provide certificate of insurance naming Owner as additional insured and meeting the requirements attached.

EXHIBIT D
Schedule of Insurances

1. Workers and Workmen's Compensation including occupational disease and employer's liability insurance in statutory amounts and coverages required by Florida law.
2. Comprehensive General Liability on an occurrence basis, including coverage for direct operations, sublet portions of the Work and contractual liability with limits not less than those stated below:
 - a. Bodily injury liability-including personal and advertising injury in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) aggregate.
 - b. Property damage liability in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. Property damage liability insurance shall include broad form coverage.

Products and completed operations liability insurance in the minimum amount of \$1,000,000, which shall continue in force for **one year after** Substantial Completion of the work. General Aggregate limits shall apply on a per project basis.
3. If any of the work is subcontracted, Contractor's Protective Liability Insurance must be with limits specified above in 1. and 2.
4. Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
5. Comprehensive Automobile Insurance, including coverage for owned, non-owned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability in the minimum amount of one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each accident, and;
 - b. Property damage liability in the minimum amount of one million dollars (\$1,000,000.00) for each accident, or;
 - c. Combined Single Limit in the minimum amount of one million dollars (\$1,000,000.00) for each accident.

Liability insurance for the comprehensive General Liability and Comprehensive Automobile Liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits required for the Umbrella Liability or Excess Liability Insurance policy.

Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry commercial *per project* general liability insurance on ISO form CG 00 01 10 01 (or a substitute from providing equivalent coverage) and the Subcontractor shall provide the contractor with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 2037 10 01 (or substitute forms providing equivalent coverage) **naming the Contractor and the Owners as Additional Insureds** thereunder. Additional insured coverage shall apply as *primary* insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Florida and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. Owner or Contractor will be given 30 days written notice if the policy is cancelled. Subcontractor shall obtain from each of its insurers a *Waiver of Subrogation* on Commercial General Liability, Automobile Liability, Umbrella Liability or Excess Liability Insurance and Worker's Compensation in favor of Owner and Contractor with respect to losses arising out of or in connection with work performed under this contract.

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5C



115 Morse Court Venice Florida 34275

Phone: 941-486-9104
 Fax: 941-485-3423
 Toll Free: 855-CRA-CAGE
 Website: www.craluminum.com
 Email:

Job#: Insured License# CGC058897

Property Owner:	Toscana Isles Comm Dev Dist	Bill To:	Toscana Isles Comm Dev District
Address:	100 Maraviya Blvd	Address:	100 Maraviya Blvd
City, State, Zip:	Nokomis, FL 34275	City, State, Zip:	Nokomis, FL 34275
Phone:	941-724-0605	Phone:	""
Email:	ahays@vanguardland.com	Email:	""
Lot:	Alex Hays	Approx Install Date:	4 -5 weeks after signing
Subdivision:	Toscana Isles	Job Type:	Gutters
Gate Code:		Source:	Retail

SPECIAL NOTES:

Scope of work: Install 6" seamless gutters around new mailbox structure.

Gutter color: Musket Brown
 Approx l/f: 230'
 Miters: 4
 Down spouts: 5
 Diverters: 1
 Splash blocks: 0
 Down spout extension l/f: 10', 2' at each down spout
 Removal / Approx l/f: NA
 Lift needed: NO
 Y down spouts: 0

Notes: All gutters are secured with hidden hangers. Corners are mitered and sealed on site. We do not use pre-fabricated corners.

This proposal does not become a contract until accepted and signed by an officer of the contractor and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics, and material man's lien which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same lien upon the real property on which installation is made.

Purchaser agrees to supply electrical power at job site. \$50.00 fee if no power.

ANY CHANGES AFTER FINAL MEASUREMENTS WILL BE CHARGED ACCORDINGLY
 MATERIAL AND WORKMANSHIP GUARANTEED FOR ONE YEAR

TERMS: 50% DOWN, BALANCE UPON SUBSTANTIAL COMPLETION / CREDIT CARD CONVENIENCE FEE 2.5%

Section 501.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until midnight of the third business day after the day on which the buyer signs an agreement.

Toscana Isles Community Development District

I/We have read the foregoing proposal contract and accept the same on the terms and conditions printed on the reverse side and as stated above.

PRICE IS VALID FOR THIRTY DAYS FROM: 12/8/2020, Rev 12/14/20

Purchaser: *Alexander Hays, Chair Board* Date: *12/19/20*

Commercial Residential Aluminum & Fabricating LLC of Sarasota County By:

Contract Price	\$1,200.00
Convenience Fee	
Deposit	\$600.00
CHK#	
Balance	\$600.00
Change Order	
Adj. Balance	



HOA and ARC Preapproval Agreement

I, Tascan Isles Community Development District understand that HOA and/or ARC approval may be
(print name)

required prior to commencement of any construction work at 100 Maravija Blvd.
(address)

In order to avoid any delays to the estimated start date of the job, I hereby give permission to Commercial Residential Aluminum (CRA) to accept the deposit funds that I have provided and proceed with all work needed for this job. If HOA and/or ARC approval is not granted, then I understand it will be my responsibility to pay CRA for all costs incurred for work that has been completed or materials that have been ordered.

Tascan Isles Community Development District

[Signature] 12/14/20
Signature of homeowner Date

Signature of CRA representative Date

TERMS AND CONDITION OF SALE

1. Quotations. Commercial Residential Aluminum & Fabricating, LLC. of Sarasota County, offers to sell, fabricate, deliver and install the goods described herein upon the prices, terms and conditions of this quotation. Commercial Residential Aluminum & Fabricating, LLC. of Sarasota County and to the extent it utilizes sub-contractors will be hereinafter referred to as "Seller." This quotation and the offer contained herein expires thirty (30) days after the quote date. None of our sales representatives have authority to modify, rescind or revise any of these terms or any of the terms appearing on the face of this quotation. Seller reserves the right to correct stenographic and clerical errors contained in the quotation and Buyer agrees that Seller may do so without penalty.

2. Acceptance of Quotation. This quotation constitutes Seller's offer to Buyer and shall become a binding contract upon the terms and conditions set forth herein upon acceptance by Buyer either by Buyer's written acknowledgment of the acceptance of this quotation or by Buyer's submission of a purchase order for the goods quoted. Any terms and conditions (including price and deliver dates) proposed by Buyer in accepting Seller's offer which are inconsistent with or in addition to the terms herein set forth, shall be void and of no effect unless and to the extent expressly accepted by Seller's authorized representative in writing. This quotation does not constitute an acceptance by Seller of any request for quote or any purchase order. Reference in this quotation to any such request for quote or purchase order shall in no way constitute a modification of any of the terms and conditions of this quotation. The foregoing provisions of this paragraph are intended to have the force and effect of limiting acceptance of this quotation to its terms as provided in Florida Statutes section 672.2-207(2)(a).

3. Prices. Prices are based on quantities processed, plans, specifications and measurements. In the event that the quantities ordered are less than those quoted or the plans or specifications changed or the measurements changed, Seller reserves the privilege to increase prices to cover additional costs. Work on orders which are processed over a period of time exceeding sixty (60) days of orders which are unusually large may, in the discretion of Seller be invoiced either monthly or at some other shorter interval as the work progresses. Since the prices quoted herein have been determined in relation to the present cost of materials, Seller reserves the right to charge the customer for any increase in said cost of materials. However, Seller shall not charge Buyer for any increases in the cost of materials experienced during the initial thirty (30) day term of this quotation unless these cost increases are, in Seller's experience, unusual or unexpected.

4. Terms of Payment. Unless otherwise specified, all jobs require a 50% deposit and payment of remaining balance upon completion of the installation.

5. Delivery. Dates quoted are estimated and not guaranteed and are subject to Seller's production load, availability of materials and services at the date of our quotation. Seller does not assume responsibility for damaged growing out of or owing to any delays which are beyond its direct control including and without limitation, causes due to fire, floods, power shortages, labor trouble, mechanical breakdowns, acts of God, delay of carriers or trucks, total or partial failure for any reason of usual sources of supply or transportation, requirements, acts, regulations or requests of any government or subdivision thereof or any similar cause beyond Seller's control. Delivery terms are F.O.B. at the job site, unless otherwise stated on the face of this quotation. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein in writing. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Delay in such delivery of any installments shall not relieve buyer of its obligation to accept remaining deliveries. Any complete order on which shipment is delayed more than thirty (30) days beyond specified shipping date for Buyer's convenience, is subject to additional charges for storage, handling and insurance until delivery has been made.

6. Taxes. Prices are subject to any sales or manufacturer's tax imposed by federal, state or municipal or other governmental authority upon the sales and/or manufacture of the materials quoted, and the amount of such tax shall be in addition to the purchase price herein stated and shall be paid by the Buyer.

7. Cancellations. When a quotation has been accepted by the Buyer, the order is not subject to cancellation except with Seller's consent and upon terms that will indemnify Seller against all losses or damages. In the event that Buyer cancels an order following acceptance of this quotation whether manufacturing by Seller has commenced or not, Buyer agrees to pay Seller for any expenditures incurred for raw materials, labor, handling, overhead, molds, jigs, fixtures, dyes, special tools or special materials and supplies ordered by Buyer or provided by Seller as necessary for producing Buyer's order, as well as all other reasonable costs and expensed incurred in connection with the order.

8. Quantities. In the event that any specified quantity is received by the Buyer in a quantity less than the quantity of material supplied by Seller, claims for shortages which exceed one and one-half percent (1 1/2%) of a specific quantity ordered and supplied must be made within ten (10) days after receipt of the goods, or no credit will be given by Seller for said shortages. No claim for shortages will be made for shortages which are one and one-half percent (1 1/2%) or less of the material supplied by Buyer, it being specifically understood by the Buyer that there will be during the manufacturing process, a certain amount of waste or loss of material.

9. Patents and Trademarks. As required products and items shall be processed by Seller to specifications furnished by the Buyer. In the event Buyer provides such specifications, the Buyer warrants that the items produced by Seller will not be an infringement of any valid patent or trademark; and the Buyer further agrees, at his own expense, to defend any and all actions and suits which may be brought against Seller charging infringement, and to pay all attorney's fees, costs and expensed of every nature incurred in such defense and to fully satisfy any and all judgments or decrees for profits, damages or costs therein and otherwise agrees to indemnify and hold Seller harmless in case of any infringement.

10. Warranty. Seller warrants all products of its manufacture to be free from defects in workmanship and material at the time and point and delivery, and Seller will, at its option, replace, repair or render a credit to Buyer for any item furnished by Seller and proved to be defective or nonconforming to Buyer's specifications, within a period of twelve (12) months from its installation. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTIES BETWEEN THE PARTIES, SELLER SPECIFICALLY DISCLAIMS ANY CONSEQUENTIAL DAMAGES INCLUDING INJURY TO PERSONS OR PROPERTY WHICH OCCUR AS A CONSEQUENCE OF A DEFECT IN A SELLER MANUFACTURED PRODUCE OR AS A CONSEQUENCE OF DELAY IN DELIVERY OF A PRODUCT.

11. Claims. Buyer's claims for nonconformity with specifications or shortages must be made in writing within ten (10) days after receipt of goods. Seller will not honor claims for defective goods on those items further processed by the Buyer and resulting in change of dimensions or characteristics from items as ordered. Only claims which the Buyer identifies in writing as defective or nonconforming will be considered. Seller reserves the right to inspect the goods prior to making a settlement and Seller's liability shall be limited as set forth in paragraph 10 above.

12. Packaging and Specifications. Unless otherwise specified by the Buyer, all shipments will be packaged in bulk and protected against normal handling and transfer. If special packaging is requested, it will be charged as an extra. Unless otherwise indicated on the face of this quotation, all materials shall be processed in accordance with Seller's specifications. When Buyer purchases pursuant to his own specifications Seller will not be responsible for the design and fitting of parts, tolerances, finishes and other requirements specified by the Buyer.

13. Default. No default shall exist if the performance of Seller's obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by vendors or subcontractors, or any other similar cause or causes beyond Seller's reasonable control. In the event Seller retains an attorney to enforce the terms and conditions of this quotation, or to collect sums owed it under this quotation, whether said sums are owed for nonpayment of the goods delivered, or for cancellation of any order or other cause of Buyer giving rise to damages, Buyer agrees to pay Seller's reasonable attorneys fees and costs, including costs and attorneys fees incurred on the trial and appellate levels. Sums which are due but which are not paid in accordance with the terms and conditions of this quotation will accrue interest at the maximum rate allowed by the laws of the State of Florida.

14. Construction. This quotation and the performance of the parties hereunder shall be construed in accordance with and governed by laws of the State of Florida.

Signature of home owner: *Alexander HAYS, as Chair Board of Supervisor* Date: 12/14/20



Terms and Conditions Continued

- 15. **Aluminum materials:** CRA uses the best possible materials to manufacture products. Due to the nature of paint metals, some areas that were cut during manufacturing, such as mitered gutters, edges, ends, clips, and corners, may show or reveal the metals natural color (milled/silver) characteristics. Painting such areas can reduce the quality of the esthetics and eventually lead to the paint peeling. These area are the natural characteristic of painted and cut metals and should be left as is. Any touch up is not warranted by CRA and do not apply to the 3 year structural warranty honored by CRA.
- 16. **Paver work:** Paver and concrete work performed by CRA's will be to the detail of the contract. Any scope of work not mentioned in the contract will not be warranted for installation. Pavers are a man-made concrete product for which imperfections are possible. CRA is not responsible for slight imperfections in shape, size, or color. When matching existing pavers, there is no guarantee in color matching. For this reason CRA will remove the existing and combine (also known as stitching) them with the new. Extra pavers for each job will be left on site for the home owners use. All debris will be hauled of property and disposed of. CRA is not responsible for ruts left in the property by equipment but will try to avoid such issues when possible. A drop location must be determined for the pavers to be delivered to. Typically this is the right or left side of the driveway. Any deviation in said location is not the responsibility of CRA and could lead to surcharges to the home owner. Sand for the paver job will be delivered in the same fashion as the pavers and terms and conditions apply for location and surcharges. All delivery location site will be cleaned and returned to their original state after completion of work.
- 17. **Concrete:** All concrete work will be done to the A.C.I. standards. Concrete will have relief cuts per A.C.I specification to help with cracking. CRA is not responsible or liable for cracking in the concrete work area. Concrete will be either wheel borrowed or pumped from the road. Concrete will need a minimum of 48hrs to cure. Any alterations done to the concrete work area by other than the contractor within this time period will not be warranted for repair. Finishing work will be done after pad has fully cured. Paint colors for pads will be the responsibility of the home owners.
- 18. **Door Pads:** Doors pad will be install per drawing and cage design. Relocation or changing of the door pad location after engineering approval will lead to extra surcharges to the homeowner or customer. If the door by location is not assigned then CRA will have the right to assign the location for the home owner or customer.
- 19. **Irrigation:** The capping, cutting, or relocation of the irrigation is the responsibility of the home owner, customer, or third party. CRA or its subs will not be responsible for damaged done to irrigation lines or valves inside of the agreed upon work area. Irrigation lines and valves must be cut, capped, or relocated before the start of work. Failure to obey this step may lead to delay in project and extra surcharges or fees.
- 20. **Landscaping:** CRA and its subs will excavate the agreed upon work area designated in the work area drawing which customers are required to sign and approve. Buffer areas, such as flower or hedge beds, around paver or concrete pads must be clearly marked in a detail drawing. All plants, mulch, and other debris removed will be hauled away during excavation and disposed of properly. Any items requested to be left behind and not hauled away will be the responsibility of the homeowner or customer to install at a later time after work is completed. CRA is not responsible for relocating items such as but not limited to lights, water features, outlets, speakers, plants, or hedges. These items will be removed before the start of work and replaced by others after the completion of work.
- 21. **Composite roofs:** Elite composite roofs come in sections and must be sealed at the joints. We use special strength roofing caulk to seal these joints. Over time these joints may become weathered, dry out, and/or leak. Joints and seals fall under the 1 year workmanship warranty clause. Service provided for such issues outside the workmanship warranty time period are subject to charges. Any installation made outside of the manufacture recommended approved method will void all workmanship warranties. Examples of such installations are, but not limited to, composite roofs that are mounted to carrier beams or rise walls. Such installations like these are prone to leaks.
- 22. **Super gutters (pool cage gutter):** Super gutter or structural gutters are not seamless. Due to the nature of these product the gutter lengths must be joined together (stitched). The areas are usually located in the middle or at the corners. The areas area sealed to the best of our ability. Over time these joints may become weathered, dry out, and/or leak. Joints and seals fall under the 1 year workmanship warranty clause. Service provided for such issues outside the workmanship warranty time period are subject to charges.
- 23. **Removal of screen walls and cages:** Some jobs may require the removal of existing screen walls or existing aluminum cages before installation. CRA will remove these items as best as possible but WILL NOT be responsible for the removal of caulking left behind, patching of any holes, or repairing of any stained, un painted, or damaged surfaces revealed by the removal. Painting is not included in this scope of work. All existing hardware will be removed and disposed of properly.

T. Susan Isles Community Development District

[Handwritten Signature]

12/14/20

By signing I accept all terms and conditions of the sale

Date

Alexander Heys, Chair Board of Supervisors

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5D

Toscana Isles Community Development District

*Proposal Presented By
Dylan Kraut*



Toscana Isles Community Development District

Description of work to be performed	Pricing
Pressure washing area next to mailbox structure	4120 square feet \$0.08 / sqft \$329.60
Pressure washing tennis court portion near mailbox structure	1,820 square feet \$0.08 / sqft \$145.60
Perm cast wall sections (11) sections 9' x 9' each	891 square feet \$0.10 / sqft \$89.10
Courtesy Discount	(\$64.30)
Total	\$500.00

Toscana Isles Community Development District

Contact Name	Dylan Kraut – Operations Manager Mobile (941) 376-6312
E-Mail	Admin@cleaningcrewpros.com
Certificate of Insurance	Provided Upon Request
Business License	Provided Upon Request
Minimum notice needed prior to beginning work	48 Hours

Contractor shall provide certificate of insurance naming Toscana Isles Community Development District as additional insured and meeting contractor's standard insurance limits.



Alexander Hayes is Chair, Board of Supervisors

- ✓ Thank you for the opportunity to present the attached bid for your power washing needs. We are excited about the opportunity to earn your business
- ✓ We take pride in what we do best, and only bid on proposals where we feel we can do an optimum job. We are confident your needs and values align with ours and are looking to build a real partnership that makes everyone happy.
- ✓ We are committed to providing quality service throughout your portfolio and will commit to initiating all requested jobs in a 48 hour time frame.

Dylan Kraut
Operations Manager

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5 E

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

CONSTRUCTION AGREEMENT

CONSTRUCTION AGREEMENT made as of the 7 day of December in the year 2020

BETWEEN the Owner:

Toscana Isles Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and the Contractor:

Permacast, LLC
6015 21st Street E.
Bradenton, FL 34203

for the following Project:

Supply and Installation of Precast Concrete Panel Fencing at Toscana Isles Phase 7

The Engineer:

AM Engineering, Inc.
8340 Consumer Court
Sarasota, Florida 34240

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, General Conditions of the Contract (**EXHIBIT "A"**), Drawings, Specifications, Construction Documents, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

§ 2.1 The Contractor shall fully execute the Work described in the Contract Documents or reasonably inferable from the Contract Documents by the Contractor to the extent necessary to produce the results intended by the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work shall include full and complete "turnkey" construction services and activities so as to complete the Work and Project in accordance with the Owner's requirements and the requirements of the Contract Documents, including those requirements that are reasonably inferable from the Contract Documents by the Contractor.

§ 2.2 Except as expressly provided for in the Contract Documents to the contrary, the Contractor at its sole cost, risk, and expense shall construct, equip, provide, purchase, pay for, and furnish and complete all of the Work in accordance with the Contract Documents and governmental codes and regulations as they apply to the performance and the completion of the Work.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date set forth in a Notice to Proceed from the Owner to the Contractor.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall ensure that Substantial Completion of the entire Work shall be achieved not later than ten (10) weeks from the date of the Notice to Proceed. The Contractor and the Owner agree that the dates set forth in the Construction Schedule shown on Exhibit C attached to this Agreement shall be used as a good faith basis for keeping track of the schedule for completion of the Work and the Project.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's full and complete performance of the Contract. The Contract Sum shall be a fixed fee amount of \$138,995.00. The Contract Sum may not be adjusted upward unless such adjustment is based upon an equitable adjustment due directly to: (i) unforeseen changes in governmental regulations imposed upon the Work or the Project after the date of this Agreement or (ii)

changes in the Work requested by the Owner that are beyond the scope of the Work set forth in the Contract Documents. For changes in the scope of the Work pursuant to this Section 4.1, the unit prices set forth on Exhibit D attached to this Agreement (the "Unit Price List") are hereby agreed to be the unit prices applicable to any change in the scope of the Work pursuant to this Section 4.1. For any unit prices not shown on the Unit Price List, the Contractor and the Owner shall work together (in good faith) to agree upon a reasonable unit price for such item(s).

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Subject to the terms and conditions of the Contract Documents, based upon Applications for Payment, including all required supporting documentation, submitted to the Owner and Engineer by the Contractor and Certificates for Payment issued by the Engineer with the Owner's consent, the Owner shall make progress payments on account of the Contract Sum as provided below and elsewhere in the Contract Documents. The Owner may, in the Owner's sole and absolute discretion, make any progress payments due under the Contract by joint check from the Owner payable to the Contractor and the applicable subcontractor or material supplier.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Owner and Engineer not later than the 25th day of a month and made in accordance with the Contract Documents, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the Owner and Engineer after the application date fixed above and made in accordance with the Contract Documents, payment shall be made by the Owner not later than 30 days after the Owner and Engineer receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents and approved by the Owner in writing. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. The schedule of values, unless objected to by the Owner or Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. In addition to any other items required by the Contract Documents, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Florida:

(i) A current sworn statement from the Contractor setting forth all Subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount applicable to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment.

(ii) Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed so-called "after-the-fact" or "trailing" waivers of mechanics' and material suppliers' liens from all Subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors, covering all amounts described in this clause (ii) of Section 5.1.5.

(iii) Such other information, documentation, and materials as the Owner or Engineer may require.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute

shall be included as provided in Section 7.3.9 of the General Conditions of the Contract for Construction.

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the Project site at a location agreed upon in writing), less retainage of ten percent (10%).
- .3 Subtract the aggregate of previous payments made by the Owner.
- .4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions attached to this Contract.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner or Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 Add, if Substantial Completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions attached to this Contract.

§ 5.1.8 The Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that the Owner has under the Contract Documents, at law or in equity.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of the General Conditions attached to this Contract.
- .2 a final Certificate for Payment has been issued by the Engineer and approved by the Owner in writing.
- .3 all requirements set forth in the Contract Documents necessary for final payment have been completed or waived in writing by the Owner, including Substantial Completion of the Work in accordance with the Contract Document.

§ 5.2.2 The Owner's final payment to the Contractor shall be paid in accordance with the Contract Documents. The Owner may, in the Owner's sole and absolute discretion, make any final payment due under this Agreement by joint check from the Owner payable to the Contractor and the applicable subcontractor or material supplier.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INTENTIONALLY OMITTED

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of the General Conditions attached to this Contract, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions attached to this Contract.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions attached to this Contract.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid from the Owner under the Contract shall bear interest from the date payment is due at the rate of five percent (5%).

§ 8.3 The Owner's representative:
Alexander Hays
Toscana Isles Community Development District
6561 Palmer Park Circle, Suite B
Sarasota, Florida 34238

§ 8.4 The Contractor's representative:
Attn: Nick Solomon
Permacast, LLC
6015 21st Street E.
Bradenton, FL 34203

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other Provisions: The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution of the Work and delivery of this Agreement, any termination of this Agreement, and the Substantial Completion of the Work:

(i) The Contractor and its subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder.

(ii) The Contractor is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform the Contractor obligations hereunder.

(iii) The Contractor is authorized to do business in the State of Florida and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work and the Project.

(iv) The Contractor's execution of this Agreement and the Contractor's performance thereof is within its duly authorized powers.

(v) The Contractor's duly authorized representative has visited the Project site, familiarized himself or herself with the local and special conditions under which the Work is to be performed, and the Contractor has correlated its observations with the requirements of the Contract Documents.

(vi) The Contractor possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project, and the Contractor will perform the Work with the care, skill, and diligence of such a contractor.

(vii) The Contractor will diligently commence and complete the Work and the Project within the time period required under the Contract Documents.

(viii) The Contractor agrees to supply adequate manpower and equipment to complete the Work and the Project within the time period required under the Contract Documents.

§ 8.7 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor. In the event this Contract is assigned by Owner to a Community Development District, Owner may elect to purchase

any or all materials directly. If Owner elects to purchase material directly, a Change Order shall reduce the Contract Sum by the cost of such materials and the sales taxes thereon that would have been payable if Contractor purchased the materials, plus any mark-up of the Contractor on such materials. Further, the Contractor acknowledges and agrees that an assignee of the Contract Documents ("Tax Exempt Assignee") may be an organization that is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Project to the Tax Exempt Assignee, the Contractor agrees to cooperate with the Tax Exempt Assignee and to allow the Tax Exempt Assignee to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such direct owner purchases.

All savings realized by the Tax Exempt Assignee as a result of such direct owner purchases shall inure to the benefit of the Tax Exempt Assignee, and the Contract Sum shall be reduced by the amount of the Sales Tax savings on all materials purchased because the Contract Sum was originally computed on the assumption that materials would be subject to Sales Tax. In the event the Contractor shall for any reason fail to purchase materials subsequent to the date of this Agreement in accordance with the terms set forth herein, any Sales Tax expense or liability incurred in connection with such purchase shall be borne solely by the Contractor and shall be credited to the Tax Exempt Assignee against the Contract Sum.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed Construction Agreement Between Owner and Contractor.

§ 9.1.2 Additional documents, if any, forming part of the Contract Documents:

- (i) Exhibit A - General Conditions to the Contract
- (ii) Exhibit B - Schedule of Insurances
- (iii) Exhibit C - Construction Schedule
- (iv) Exhibit D - Unit Price and Quantity Bid Sheet
- (v) Exhibit E - Additional Scope of Work
- (vi) Exhibit F - Precast Concrete Panel Fencing Plan

§ 9.1.3 This Agreement and any of the other Contract Documents may be assigned by the Owner to a third-party without the consent of the Contractor. It is the intent of the Owner to assign this Agreement and the other Contract Documents to Toscana Isles Community Development District following the full execution of this Agreement.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the General Conditions attached to this Contract.

This Agreement entered into as of the day and year first written above.

OWNER:

Toscana Isles Community Development District
a Florida community development district

By: 
Print Name: Alexander Hays
As its: Chair of the Board of Supervisors

CONTRACTOR:

Permacast, LLC
a Florida limited liability company

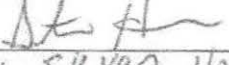
By: 
Print Name: STEVEN HATCHER
As its: DIRECTOR SALES

EXHIBIT "A"

GENERAL CONDITIONS TO THE CONTRACT

for the following PROJECT:

Supply and Installation of Precast Concrete Panel Fencing at Toscana Isles Phase 7

THE OWNER:

Toscana Isles Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

THE ENGINEER:

AM Engineering, Inc.
8340 Consumer Court
Sarasota, Florida 34240

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings (if applicable), Specifications (if applicable), the Construction Documents, any Addenda issued prior to execution of the Contract, other documents or exhibits listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties or (2) a Change Order approved in writing by the Owner. Unless specifically enumerated in the Agreement, the Contract Documents do not include the Contractor's bid or proposal.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Engineer or the Engineer's consultants, (2) between the Owner and a Subcontractor, (3) between the Owner and the Engineer or the Engineer's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

§ 1.1.3 THE WORK

The term "Work" means the full and complete "turn-key" construction and services required: (i) for the Owner to obtain all necessary governmental approvals and receipt of a final plat for each of the 70 lots in Toscana Isles, Phase 7 as more particular set forth in the Construction Documents (as defined herein), (ii) by the Contract Documents, including, but not limited to all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents, and (iii) for the completion of the work set forth in the Additional Scope of Work attached as Exhibit E to the Agreement. For the purposes herein and the Contract Documents, the term "Construction Documents" shall be Exhibit E and Exhibit F attached to the Agreement. It is the intent of the Contractor and the Owner that the scope of Work set forth herein be all encompassing and turn-key in nature.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer and the Engineer's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Engineer's interpretation and the Owner's requirements. The terms and conditions of this Section 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor shall present an affidavit from the manufacturer when requested by the Engineer or the Owner or required in the Specifications, certifying the product complies with the particular Standard or Specification. When requested by the Engineer or the Owner or specified, support test data shall be submitted to substantiate compliance. Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted by the Engineer and the Owner prior to execution of the Contract.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined and (2) the titles of numbered articles.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 INTENTIONALLY OMITTED

§ 1.6 INTENTIONALLY OMITTED

§ 1.7 PUBLIC RECORDS

As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 561 571-0010, OR BY EMAIL AT INFO@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, #410W, BOCA RATON, FLORIDA 33431.

§ 1.8 PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(3)(a), Florida Statutes:

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

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

§ 1.8 Scrutinized Companies.

Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The term "Owner" is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Engineer does not have such authority. The term "Owner" shall mean the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within a reasonable period after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the Project site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencing the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, and assessments.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the Project site, and a legal description of the Project site, and the Contractor shall be responsible for verifying the accuracy of all information provided by the Owner. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from

payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5 EXTENT OF OWNER RIGHTS

The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the Project site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. Unless otherwise stated in the Contract Documents, the Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site affecting it.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer and the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Engineer or the Owner may require.

§ 3.2.4 If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order approved by the Owner, in its sole discretion.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects for a period of one (1) year following Substantial Completion. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, a Subcontractor or anyone under the control of the Contractor, improper maintenance, improper operation, or normal wear and tear and normal usage. If required by the Engineer or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor agrees to assign to the Owner at the time of final completion of the Work all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner as to preserve all such manufacturer's warranties.

§ 3.6 INTENTIONALLY OMITTED

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Except as set forth in Section 2.2.2, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work. All inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by any public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material, and furnish the surety with any required personal undertakings.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.8 INTENTIONALLY OMITTED

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent and knowledgeable superintendent who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to or by the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Engineer the name and qualifications of a proposed superintendent.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor and the Owner agree that the initial Construction Schedule is attached as Exhibit C to the Agreement, and that the initial Construction Schedule shall not be modified without the prior written consent of the Owner.

§ 3.10.2 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to, and approved by, the Owner and Engineer.

§ 3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the Project site for the Owner one copy of the Construction Documents, Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction. These shall be available to the Owner and Engineer and shall be delivered to the Owner and Engineer upon completion of the Work as a record of the Work as constructed.

§ 3.12 INTENTIONALLY OMITTED

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the Project site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment.

§ 3.13.2 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.3 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.4 Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site, as may be amended by the Owner from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the Project site, premises, and surrounding area free from accumulation of waste materials or rubbish caused during completion of the Work or by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor or be entitled to deduct such cost of clean-up from any retainage being held by the Owner.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Engineer full and complete access to the Work in preparation and progress wherever located.

§ 3.17 INTENTIONALLY OMITTED

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, its consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only if any part of such injury is caused in any way by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In any and all claims against the Owner, its consultants, and agents and employees of any of them the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ENGINEER

§ 4.1 GENERAL

§ 4.1.1 The Owner has retained the Engineer, who has represented to the Owner, that it is lawfully licensed to practice engineering in the jurisdiction where the Project is located. That entity is identified as the Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Engineer is terminated, the Owner may employ a successor engineer whose status under the Contract Documents shall be that of the Engineer.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction.

§ 4.2.2 The Engineer will visit the Project site to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

§ 4.2.3 On the basis of the Project site visits, the Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor may communicate with each other through the Engineer about matters arising out of or relating to the Contract.

§ 4.2.5 Based on the Owner's and Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Engineer has authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

§ 4.2.7 The Engineer and the Owner will review and approve, or take other appropriate action upon, the Contractor's submittals, but only for the limited purpose of checking for conformance with the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner's and Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Owner's and Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner or Engineer, of any construction means, methods, techniques, sequences or procedures.

§ 4.2.8 The Engineer, with the written consent of the Owner, will prepare Change Orders. The Engineer will investigate and make determinations and recommendations to the Owner regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Engineer will: (i) conduct inspections to determine, with the written consent of the Owner, the date or dates of Substantial Completion and the date of final completion; (ii) with the written consent of the Owner issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and written approval, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and (iv) with the written consent of the Owner issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 With the written consent of the Owner, the Engineer may provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the Project site. The duties, responsibilities and limitations of authority of such project representatives shall be as approved by the Owner.

§ 4.2.11 With the written consent of the Owner, the Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Engineer will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Engineer's decisions on matters relating to aesthetic effect in connection with administration of the Contract will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Engineer will review and respond to requests for information about the Contract Documents. The Engineer's response to such requests will be made in writing with reasonable promptness. If appropriate, the Engineer will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the Project site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Project site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

§ 6.1.2 INTENTIONALLY OMITTED

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary.

§ 6.1.4 The Contractor accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are identified as part of the Contract Documents. The Contractor shall be responsible for such pre-purchased items, if any, as if the Contractor were the original purchaser. The Contract Sum includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report, in writing, to the Owner and Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results.

§ 6.2.3 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor. The Owner may seek the input of the Engineer on any Change Order request.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order. A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order consented to in writing by the Owner.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument that may be prepared by the Engineer with the written consent of the Owner, and the Change Order must be signed by the Owner, Contractor and Engineer stating their agreement upon all of the following:

- .1 The change in the Work.
- .2 The amount of the adjustment, if any, in the Contract Sum.
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Any agreement on a Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.2.3 A Change Order shall only be done in accordance with the Agreement.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date determined in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that a delay will occur, and (iii) is of a duration not less than three continuous business days.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Section 8.3.1, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance, interference, suspension or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (Items i through iv herein collectively referred to in this Section 8.3.3 as "Delays") whether or not such Delays are foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity costs, impact damages, or other similar remuneration.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 The Unit Price and Quantity Bid Sheet, attached as Exhibit D, allocates the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner and Engineer may require. This schedule, shall be used solely as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner and Engineer an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect any required retainage provided for in the Contract Documents.

§ 9.3.1.1 Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner: (i) a current Contractor's lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the Contractor has entered into subcontracts, together with similar sworn statements from all such Subcontractors and material suppliers; (ii) duly executed waivers of mechanics' and material suppliers' liens from all Subcontractors and, when appropriate, from material suppliers and lower tier Subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and (iii) all information and materials required to comply with the requirements of the Contract Documents or requested by the Owner or the Engineer.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the Project site at a location and cost agreed to by the Owner in writing. Payment for materials and equipment stored on or off the Project site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the Project site for such materials and equipment stored off the Project site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment that has been approved by the Owner in writing, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has reviewed construction means, methods, techniques, sequences or procedures.

§ 9.4.3 If, subsequent to issuing any certificate pursuant to this Section 9.4, the Engineer should determine that any previous certificate was in error (whether by review of additional conditions or documents, discovery of mathematical error, or any other reason), the Engineer, with oversight from the Owner, shall issue a Revised Certificate for Payment, setting forth the changes in the amounts due the Contractor as well as the reason for such revision.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Section 9.4.2 cannot be made.

§ 9.5.2 If the Engineer withholds certification for payment pursuant to the Contract Documents, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Engineer and the Engineer will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment of the amount due by joint check to the Contractor and applicable Subcontractor or material or equipment suppliers in the manner and within the time provided in the Contract Documents, and may so notify the Engineer.

§ 9.6.2 If the Owner decides, in the sole discretion of the Owner, to pay the Contractor directly, the Contractor shall pay each Subcontractor or material or equipment supplier no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor or material or equipment supplier is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's or material or equipment supplier's portion of the Work.

§ 9.6.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within ten days after receipt of the Contractor's Application for Payment that has been approved in writing by the Owner, or if the Owner does not pay the Contractor within ten days after the date established in the Contract Documents the amount certified by the Engineer, then the Contractor may, upon ten additional days' written notice to the Owner and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable and actual costs of shut-down, delay and start-up.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to the amount that the Owner is entitled to receive.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner must have provided written approval that the Work has been completed in accordance with the Contract Documents and the Owner has received all certificates, permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the Work and the Project.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Owner and Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's or Engineer's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents and in a condition so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Engineer. In such case, the Contractor shall then submit a request for another inspection by the Owner and Engineer to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Engineer, with the written consent of the Owner, will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless a later date is otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion, following the written approval by the Owner, shall be submitted to the Contractor for its written acceptance of responsibilities assigned to it in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of any retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such occupancy or use, to the extent consent is required, is consented to by any insurer and authorized by public authorities having jurisdiction over the Project.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Engineer will promptly make such inspection and, when the Owner and Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer, with the written consent of the Owner, will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable in accordance with the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents or those required by the Owner shall be assembled and delivered by the Contractor to the Owner and Engineer as part of the final Application for Payment. The final Certificate of Payment will not be issued by the Engineer until all warranties and guarantees required herein have been received by the Owner and the Owner has determined that all of the warranties and guarantees acceptable.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody or control of the Contractor or the Contractor's Subcontractors; and
- .3 other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 INTENTIONALLY OMITTED

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 INTENTIONALLY OMITTED

§ 10.2.7 The Contractor shall not permit any part of the construction or Project site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and fully protect the Work, as necessary, from injury or damage by any cause.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner and the Engineer all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner and the Engineer.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a concealed and undisclosed hazardous material or substance, encountered on the Project site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Engineer in writing.

§ 10.3.2 INTENTIONALLY OMITTED

§ 10.3.3 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the Project site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.4 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Project site and negligently handles, or (2) where the Contractor

fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance (and in accordance with such requirements) set forth on the Schedule of Insurances described on Exhibit B to the Agreement.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall provide its own property insurance to cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the Project site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this Section 11.3.1 shall include a waiver of subrogation in accordance with the requirements of Section 11.3.7.

§ 11.3.2 If the cause of any loss payment under any insurance obtained by the Owner is the fault of the Contractor or an entity or person under the control of the Contractor, the Contractor shall be responsible for such deductible, including, but not limited to loss resulting from the failure of the Contractor to have reasonably adequate safety or security on the Project site.

§ 11.3.3 INTENTIONALLY OMITTED

§ 11.3.4 INTENTIONALLY OMITTED

§ 11.3.5 INTENTIONALLY OMITTED

§ 11.3.6 INTENTIONALLY OMITTED

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner (if permitted by the Owner's insurance company, without penalty) and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors, if any, and any of their subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner in good faith. However, this waiver shall not apply to property insurance purchased by the Owner after completion of the Work or final payment under the Agreement, whichever comes first. The Contractor shall the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the Owner. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner requires that the Contractor furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. The cost of such bonds shall be included in the Contract Sum. ^{5.H.} Provided, no bond will be accepted from an insurance company with a general policyholder's rating of less than "A" and a financial rating of less than "AAA" as indicated in the Best's Insurance Guide. Attorneys-in-fact who sign performance and payment bonds must file with such bond a certified copy of their power of attorney to sign such bond. Provided further, that the bonds shall be executed on the form set forth in Florida Statute Section 255.05, as amended, or on another form satisfactory to Owner amended as follows: "This Bond shall afford claimants thereunder, all the rights related thereto, including, but not limited to, the rights to recover attorneys' fees in the event any claim is made against this Bond." All bonds shall contain a provision permitting no cost assignment to any Community Development District.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of the Bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the Bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work has been covered that the Owner or Engineer has not specifically requested to examine prior to its being covered, the Owner or Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Owner or Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, whichever is later, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 or set forth elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a third party.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Except as expressly provided in the Contract Documents, the duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall coordinate such tests, inspections and approvals with an independent testing laboratory selected by the Owner, or with the appropriate public authority. Tests, inspections and approvals shall be paid for by the Owner, unless otherwise specified in the Contract Documents. The Contractor

shall give the Owner and Engineer timely notice of when and where tests and inspections are to be made so that the Owner and Engineer may be present for such procedures.

§ 13.5.2 If the Engineer, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Engineer will, upon written authorization from the Owner, instruct the Contractor to coordinate such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Engineer of when and where tests and inspections are to be made so that the Owner and Engineer may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Engineer.

§ 13.5.5 If the Owner or Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Owner and Engineer will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly.

§ 13.6 INTENTIONALLY OMITTED

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law

§ 13.8 GENERAL PROVISIONS

§ 13.8.1 All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

§ 13.8.2 If any provision of the Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of the Contract or valid portions of such provision, which are hereby deemed severable.

§ 13.8.3 Any specific requirement in the Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier.

§ 13.8.4 The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner.

§ 13.8.5 The Contractor shall provide all notices required or permitted by the laws of the state in which the Project is located for protection of the Owner from liens and claims of lien if permitted or required by applicable law. The Contractor shall provide the Owner with copies of all notices received by the Contractor from Subcontractors, sub-subcontractors, and/or suppliers to the Contractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive business days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor.

§ 14.1.2 If the reason described in Section 14.1.1 exists, the Contractor may, upon 30 days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, actual costs incurred by reason of such termination.

§ 14.1.3 If the Work is stopped for a period of 30 consecutive business days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 30 additional days' written notice (and an opportunity to cure during such time) to the Owner and the Engineer, terminate the Contract and recover from the Owner as provided in Section 14.1.2, unless the Owner has fulfilled the Owner's obligations under the Contract Documents within the 30 day cure period.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 fails to prosecute the Work to completion thereof in an efficient workmanlike, skillful, and careful manner and in strict accordance with the Contract Documents;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, three days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; and
- .2 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including any compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 14.3 INTENTIONALLY OMITTED

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy payment for the Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits and any consequential damages. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the Work, (ii) claims that the Owner has against the Contractor under the Contract Documents, and (iii) the value of the materials, supplies, equipment, or other items

that are to be disposed of by the Contractor that are part of the Contract Sum.. Any such payment to the Contractor pursuant to this Section 14.4.3 constitutes the exclusive remedy the Contractor may have against the Owner for its work on the Project once the Owner has terminated the Contractor for convenience, and is in place of any other claim or recovery the Contractor may have against the Owner arising out of or in any way connected with the Project, including, but not limited to any claim for breach of the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party with a copy sent to the Engineer. Claims by either party must be initiated within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this Section 15.1.2. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Except to the extent covered by the valid and collectible insurance required respectively to be carried by the Contractor or Owner under Article 11, the Contractor and the Owner waive all claims against each other for consequential damages arising out of or relating to the Contract; provided, however, that in no event shall this mutual waiver be deemed to preclude the obligation of the Contractor to reimburse the Owner as required under the Contract or for any fines from governmental entities or additional costs and expenses for the Engineer or other consultants, or separate contractors, arising out of any act or omission of the Contractor.

§ 15.2 INTENTIONALLY OMITTED

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those expressly waived in the Contract Documents shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of litigation proceedings but, in such event, mediation shall

proceed in advance of the litigation proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE 16 ADDITIONAL SCOPE OF WORK

§ 16.1 The proposal for this Agreement is hereby incorporated through the provisions listed below.

§ 16.2 Contractor and Owner agree upon the costs and services of Table A below for occurrences included in this proposal as well as the values of each item should the Owner request to exceed the agreed upon occurrences. If Owner or Contractor exceed the agreed upon occurrences, a Change Order is required.

§ 16.3 Contractor is not responsible for grading or site preparation before or after wall is installed.

§ 16.4 Owner agrees to set stakes every 50 LF marking the center line of the wall to designate clearly the Starting points, Ending and Turning points of all wall lines. Final grade marks and elevation changes are required to be marked on stakes. Offset stakes are acceptable.

§ 16.5 Owner shall provide clear and level travel access to wall line from multiple locations so that fully loaded semi-trucks, ready mix concrete truck and equipment can maneuver, off load, stage material, and install product with a minimum of 25 feet of level grade along one side of the wall. This is subject to site inspection by Contractor prior to mobilization for work commencement.

§ 16.6 Buyer agrees that the proposed wall line location will have no conflicts with trees, vegetation, underground lines, overhead roof eaves, overhead utilities, poles or guide wires, fire hydrants, manhole covers, telecom boxes, irrigation lines/heads/boxes, other than bamboo, powerlines and other material in place during Contractor's inspection of the property prior to the execution of this Agreement. Furthermore, Contractor is not responsible for damage to sidewalks, curbs, ramps, driveways, asphalt, right of way, easement, said on-site underground utilities, irrigation pipes, wires, or conduit, private electrical systems/low voltage, television, cable lines, fiber optic lines, drain fields, septic tanks, French drains, drainage pipes, or any material not flagged or located by either the locate company or Owner.

§ 16.7 Any onsite changes or modifications to the layout, design or material that may necessitate less footage than originally contracted for are subject to a base rate adjustment as well as remobilization, transportation, and restocking fees, only if the change or modification is greater than 1,000 linear feet of wall.

§ 16.8 Owner agrees that price quoted does not include the use of sonotubes and/or pipes that are needed if collapsing and falling foundations, soil & geo tech conditions occur unless otherwise noted in Table A. Sonotubes, pipes, or equivalent, will only be used if completely necessary by Contractor.

§ 16.9 Owner certifies to Contractor that minimum soil bearing capacity is 2,000 p.s.f. and at least 95% compaction. If soils do not meet required density, Contractor is not responsible for settling or cracking in walls, columns, and foundations.

§ 16.10 Contractor shall not be responsible for the removal, spreading, or disposal of any dirt, rock or other debris which may result from the excavation of foundations necessary to install the wall, unless otherwise noted in Table A.

§ 16.11 Contractor will not be responsible for the clean up of minor excess concrete used for the installation of the wall.

§ 16.12 Owner agrees that the price quoted includes one mobilization for installation and one mobilization for painting crew unless otherwise noted in Table A. Expenses incurred for additional mobilizations will be charged to Owner by Change Order.

§ 16.13 This proposal includes expenses incurred for concrete pumping, conveying of concrete, traffic control, panel cuts for shortened panels, single columns, as well as associated costs and additional concrete for differing site conditions unless noted in Table A.

§ 16.14 This proposal includes 1 base Engineering Fee. Any changes or modifications needed to the layout, system design, foundations, site conditions, material, or requirements of others that differ from Contractor's original base price submittal, will be billed extra and accordingly by Change Order.

§ 16.15 This proposal excludes any repainting of wall at Owner's request.

§ 16.16 Small surface holes caused by air bubbles ("bug holes"), normal concrete variations, normal form joint marks, minor chips, minor imperfections, surface finishes, and exposed fibers will be considered acceptable. Bug holes that appear at the time of form removal and product stripping that are larger than 1/2" in any direction and bug holes between 1/4" and 3/8" in width that occur in a highly concentrated area shall be filled. Normal concrete expansion and contraction surface cracks that do not affect the structural integrity of the product will be considered acceptable.

§ 16.17 All spaces between wall components are engineered to function as control joints which allow for the natural contraction and expansion of the various components in a controlled manner. Accordingly, these spaces will not be filled in. Space created in column key ways due to grade/elevation changes, i.e. "Stair Steps", will not be filled unless otherwise noted and agreed by Contractor.

§ 16.18 Contractor's paint logo is delivered on a small fraction of material and/or wall panels to every job for transit and jobsite identification. It is the responsibility of Owner to inform Contractor formally in writing at the time of the Agreement if wall will go unpainted and deliver panels without logo identification. Paint application after install eliminates identification logos.

§ 16.19 Owner is responsible for supplying and paying for all concrete dumpsters for the construction site prior to Contractor's mobilization. Should a concrete dumpster not be available prior to crew departure, Owner assumes responsibility for debris.

§ 16.20 A copy of the Notice of Commencement and any applicable permits must be included with the signed proposal by Owner. If a full set of site plans has not previously been provided, such plans must be provided to Contractor with the signed proposal.

§ 16.21 Any retainage shall be paid to Contractor within 30 days of completion of Contractor's work, subject to the Applications for Payment and Certificate of Payment provisions above.

§ 16.22 Contractor hereby acknowledges and agrees that the price quoted does not included the cost of additional labor, materials or equipment that may be required due to conditions, hindrances, obstructions, or obstacles which may be encountered in the field resulting in the need, for hand-dug holes, drilling, or destruction of rock, concrete, asphalt or buried debris, removal of fence, cutting/sawing through above and underground tree roots/stumps or a change in standard methodology of installation of the Permacast fence wall, all as determined by Contractor in its sole discretion, unless otherwise noted in Table A. Contractor agrees to make reasonable efforts to notify Owner prior to the commencement of any such work, if possible. Owner shall be solely responsible for any such additional costs.

§ 16.23 Contractor's painting crew will not mobilize until the fence line is cleared so that painters can reasonably

apply paint in a safe and professional manner. Specific paint codes and color themes must be provided to Contractor by Owner. A minimum amount of overspray by Contractor on any and all foliage, plants, shrubs and trees will be considered acceptable. Any additional landscaping that is installed after the wall is finished and before painting will require execution of a change order for additional preparation and/or hand-rolling.

§ 16.24 If Owner chooses integrally colored concrete, Owner agrees and understands that samples are for reference only and finished product appearances may vary. Contractor makes no claims or guarantees as to exactness of final hue and/or tint of color. Shade variations of cement, aggregates, plus variations in the volume of water, the additional admixtures, and the differing day-to-day temperature and weather conditions can affect and cause hue and tint inconsistencies. Minor variations in finished color will be deemed acceptable.

§ 16.25 This proposal includes standard employee wage rates based on a 40 hour work week.

§ 16.26 Time is of the Essence for this Agreement. Any Change in Scope of Work, deficient site readiness or access as determined by Contractor in its sole discretion, will be subject to additional costs to be borne by Owner for further need to remobilize personnel or equipment.

§ 16.27 Contractor is not responsible for any delays caused by Owner or other entity in commencing or completing Contractor's Scope of Work.

§ 16.28 Any litigation or disputes arising under this agreement shall only be brought or maintained in Manatee County, Florida.

§ 16.29 Owner agrees to photography and/or video recording of wall line and surrounding landscape in view by Contractor for marketing purposes.

§ 16.30 This Agreement is based on Florida building code construction requirements for Wall Structures (not Fences).

§ 16.31 Final construction walkthrough inspection will be available on or before the last day of wall construction. It is Owner's responsibility to be on site to provide approval and acceptance as Contractor completes its scope of work. Any outstanding items not provided and agreed upon during the final walkthrough inspection will be subject to remobilization fees unless otherwise noted in "Table A".

§ 16.32 In the event Owner releases Contractor to mobilize for construction after August 1, 2021 and if there is an increase in the actual cost of the products charged to the Contractor in excess of five percent (5%) subsequent to the making of a formalized agreement between Owner and Contractor, the price set forth in this proposal shall be increased without the need for a written Change Order or amendment to the agreement to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased changes to the Owner upon request. As an additional remedy, if the actual cost of any material line item increases more than ten percent (10%) subsequent to the making of the agreement, Contractor, at its sole discretion, may terminate the agreement for convenience.

Table A of Exhibit "A"

This "Table A" shows the number of occurrences for each of the listed services that are included in the above quoted price. For occurrences beyond the number listed below, a Change Order is required. If unforeseen work/services are necessary for the proper installation of the wall, then the price per occurrence is also listed in Table A and will be added as an addendum to this proposal.

Items Included in Proposal	Occurrences	Values if Occurrences Exceed Allowances
Hand digging or non-standard machinery needed due to utilities, cap rock, boulders, tree roots, or other.	0	\$400 per foundation
Spreading of spoils from foundation holes along wall line (approximate even spread, not exact grading).	0	\$4 per linear foot
Non-standard length panels with extra foundations and columns.	0	\$500 per instance
Panel cuts for non-standard length panels or column cuts.	0	\$300 per cut
Foundation requires sonotube, or equivalent, because of collapsing soil.	0	\$300 per foundation
Foundation requires corrugated pipe because of collapsing soil.	0	\$600 per foundation up to 24" diameter
Concrete pumping or conveying	0	\$400 per hour (2 hour minimum)
Site visits before installation per Owner's request	Included	\$2,000 per site visit
Mobilization of installation crew	1 Included	\$4,000 per mobilization
Mobilization of painting crew	1 Included	\$2,000 per mobilization
Traffic control		Price available as needed (per day)

Owner shall pay to Contractor a 20% materials or deposit upon accepting the proposal from Contractor. Progress payments for delivered material and installed wall are due upon invoice in accordance with the Application for Payment provisions above. Balance of the Contract Sum is due to Contractor upon completion.

EXHIBIT "B"

Schedule of Insurances

1. Workers and Workmen's Compensation including occupational disease and employer's liability insurance in statutory-amounts and coverages required by Florida law.
2. Comprehensive General Liability, including coverage for direct operations, sublet portions of the Work, and contractual liability with limits not less than those stated below.
 - a. Bodily injury liability-including personal injury of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) aggregate.
 - b. Property damage liability of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. Property damage liability insurance shall include broad form coverage. Completed operations liability insurance shall continue in force for one year after Substantial Completion of the Work.
3. If any of the Work is subcontracted, Contractor's Protective Liability Insurance with limits specified above in 1. and 2.
4. Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability of one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence or Combined Single Limit of one million dollars (\$1,000,000).
5. In addition to all coverage above, the Contractor shall furnish Umbrella or Excess Liability Insurance covering all risks noted above, in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate. Liability insurance for the comprehensive general liability and comprehensive automobile liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits offered by the required Excess Liability Insurance policy.

Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry commercial *per project* general liability insurance on ISO form CG 00 01 10 01 (or a substitute from providing equivalent coverage) and the Subcontractor shall provide the contractor with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 2037 10 01 (or substitute forms providing equivalent coverage) naming the Contractor and the Owners as Additional Insureds thereunder. Additional insured coverage shall apply as *primary* insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Florida and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. Owner or Contractor will be given *30 days written notice* if the policy is cancelled. Subcontractor shall obtain from each of its insurers a *waiver of subrogation* on Commercial general Liability and Worker's Compensation in favor of Owner and Contractor with respect to losses arising out of or in connection with work performed in this contract.

EXHIBIT "C"

Project Schedule

EXHIBIT "D"

Unit Price and Quantity Bid Sheet

<u>DESCRIPTION</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
Furnish and Install PermaWall 1.0 - 14' tall	120	\$ 155.00	\$ 18,600.00
Furnish and Install PermaWall 1.0 - 8' tall	800	\$ 75.00	\$ 60,000.00
Furnish and Install PermaWall 1.0 - 8' tall; reuse existing panels	510	\$ 54.00	\$ 27,540.00
Paint 8' wall	1310	\$ 9.50	\$ 12,445.00
Paint 14' wall	120	\$ 35.00	\$ 4,200.00
Furnish and Install Decorative column caps	83	\$ 20.00	\$ 1,660.00
Furnish and Install 24"x24" Columns / Caps for gate install	8	\$ 950.00	\$ 7,600.00
Engineering Fee	1	\$ 3,000.00	\$ 3,000.00
Additional Permit Charge	1	\$ 750.00	\$ 750.00
Concrete Pumping	8	\$ 400.00	\$ 3,200.00
Total			\$ 138,995.00

Notwithstanding anything to the contrary herein, the cost of payment and performance bond is not included in the contract lump sum price. If owner elects to obtain a payment and performance bond from Contractor, it will be billed at 1.95% of the contract price.

Notwithstanding anything to the contrary in this contract, the work shall be billed on a unit price basis based on the actual linear footage of wall installed.

EXHIBIT "E"

Scope of Work Included in Lump Sum

The Work includes, but is not limited to, the supply of materials and labor to install the precast concrete panel fencing at Toscana Isles Phase 7 pursuant to the Precast Concrete Panel Fencing Plan (Exhibit "F"). Final completion of the Work shall be demonstrated by the Contractor completing the full scope of Work as required by the Contract Documents and the Owner obtaining all necessary governmental approvals.

The Work shall also include the following:

1. Coordinate with District's Surveyor one week in advance of Work to have fence location staked. (AM Engineering; Ron Nourse (941) 377-9178 ext. 201)
2. Contractor is responsible for calling for utility locates (811DIG) prior to installation and keeping those utility locates current throughout installation. Contractor is responsible for coordinating with District Surveyor and utility contractor to locate newly installed utilities.
3. Contractor shall be responsible for repairs to any equipment or improvements damaged by Contractor or Contractor's subcontractors.
4. Furnish and install approximately 1,310 Lineal Feet of 8' tall precast concrete fencing (including 510 lf of reused panels) and 120 Lineal Feet of 14' tall precast concrete fencing with standard columns and standard caps pursuant to the "Precast Concrete Panel Fencing Plan" (Exhibit "F"). 8' fence is highlighted in red on Exhibit F. 14' fence is highlighted in green on Exhibit F. Fence shall have a sand texture.
5. Furnish and install 8 24"x24" columns for gate mounting pursuant to the "Precast Concrete Panel Fencing Plan" (EXHIBIT "F"). These columns are to be installed at the second entry. Their approximate locations are within the red oval on Exhibit F.
6. Wall to be installed on a berm, constructed by others, with a top of berm plateau of 2' in width.
7. Any columns holding gates or other equipment to be filled completely with concrete in order to hold the weight of the equipment shall be installed at no additional cost.
8. Process and obtain all necessary permits for construction of the precast concrete fence from the City of Venice or any other applicable municipality or governmental bodies.
9. Engineering services to sign and seal drawings for permitting of the precast concrete panel fencing are included in the scope.
10. Contractor shall clean up any and all debris created due to performing the Work.
11. Contractor shall paint both sides of the precast concrete fence (using Sherwin Williams A-100) one color. Color shall be selected by District in writing at a later date. Contractor agrees to pull dirt from wall, paint and re-feather dirt.
12. Mobilization of installation crew and painting crew is included.
13. Coordinate and obtain all required permits and inspections. Cost of re-inspection fees are included.

Permit fees above \$300 are responsibility of the district. Permaest will cover up to \$500 in the scope of work. S.H.

EXHIBIT "F"

Precast Concrete Panel Fencing Plan

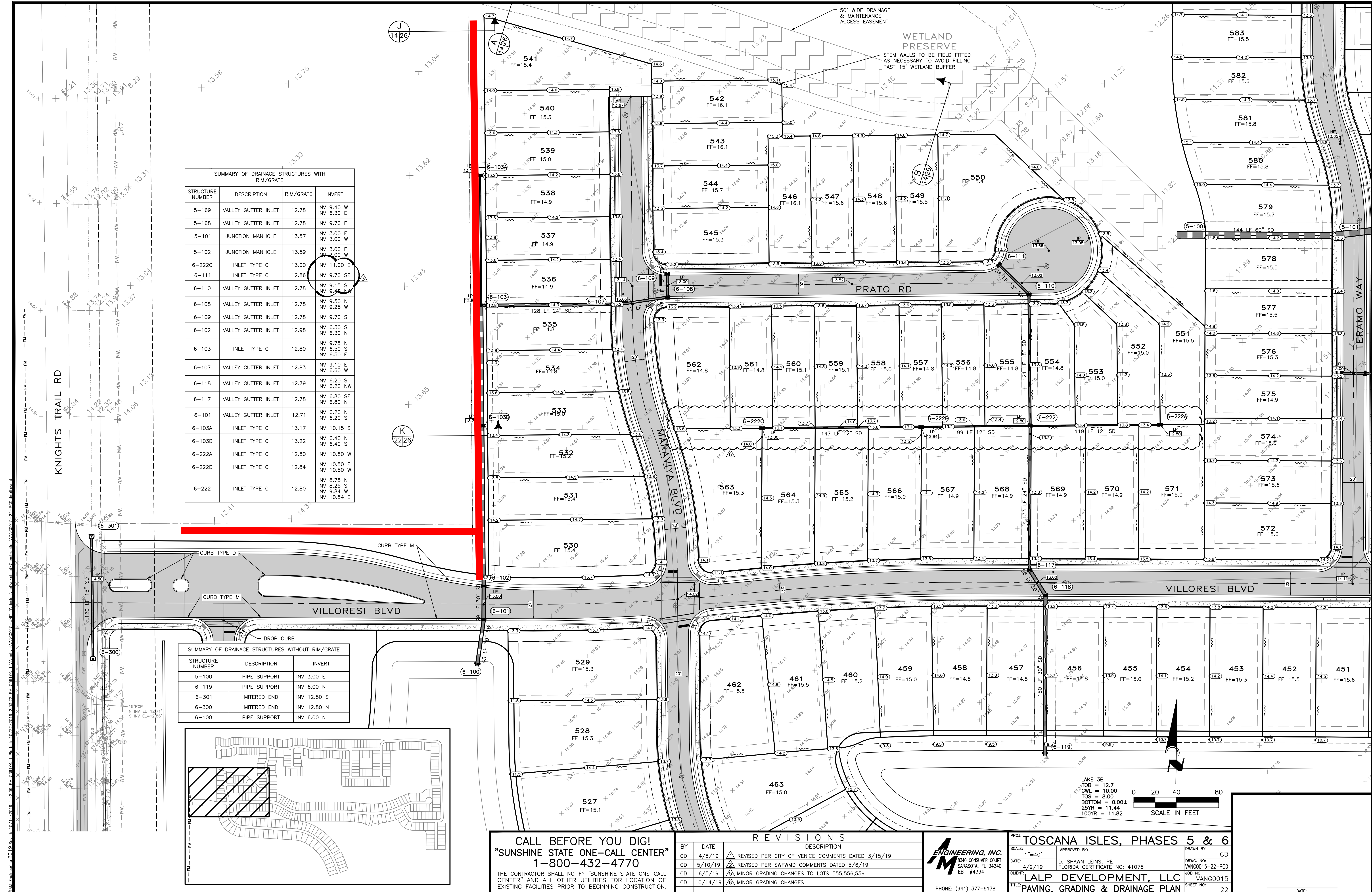
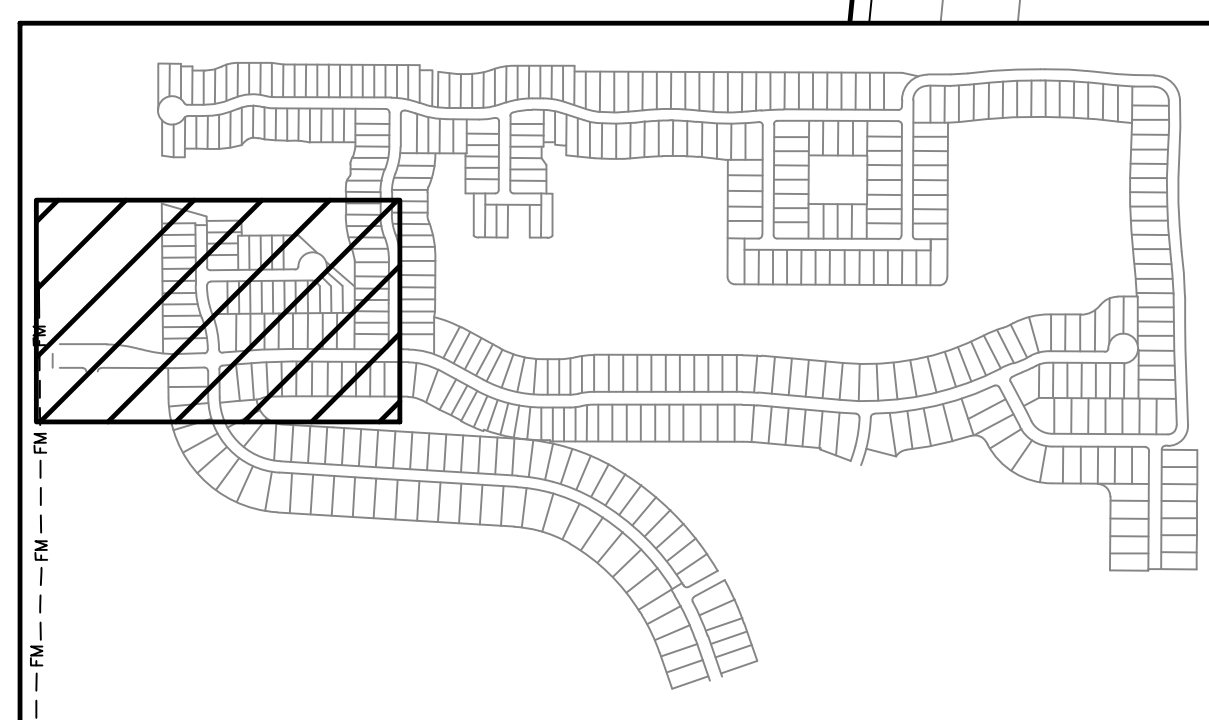
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SUMMARY OF DRAINAGE STRUCTURES WITH RIM/GRATE

STRUCTURE NUMBER	DESCRIPTION	RIM/GRATE	INVERT
5-169	VALLEY GUTTER INLET	12.78	INV 9.40 W INV 6.30 E
5-168	VALLEY GUTTER INLET	12.78	INV 9.70 E
5-101	JUNCTION MANHOLE	13.57	INV 3.00 E INV 3.00 W
5-102	JUNCTION MANHOLE	13.59	INV 3.00 E INV 3.00 W
6-222C	INLET TYPE C	13.00	INV 11.00 E
6-111	INLET TYPE C	12.86	INV 9.70 SE
6-110	VALLEY GUTTER INLET	12.78	INV 9.15 S INV 9.40 W
6-108	VALLEY GUTTER INLET	12.78	INV 9.50 N INV 9.25 W
6-109	VALLEY GUTTER INLET	12.78	INV 9.70 S
6-102	VALLEY GUTTER INLET	12.98	INV 6.30 S INV 6.30 N
6-103	INLET TYPE C	12.80	INV 9.75 N INV 6.50 S INV 6.50 E
6-107	VALLEY GUTTER INLET	12.83	INV 9.10 E INV 6.60 W
6-118	VALLEY GUTTER INLET	12.79	INV 6.20 S INV 6.20 NW
6-117	VALLEY GUTTER INLET	12.78	INV 6.80 SE INV 6.80 N
6-101	VALLEY GUTTER INLET	12.71	INV 6.20 N INV 6.20 S
6-103A	INLET TYPE C	13.17	INV 10.15 S
6-103B	INLET TYPE C	13.22	INV 6.40 N INV 6.40 S
6-222A	INLET TYPE C	12.80	INV 10.80 W
6-222B	INLET TYPE C	12.84	INV 10.50 E INV 10.50 W
6-222	INLET TYPE C	12.80	INV 8.75 N INV 8.25 S INV 9.64 W INV 10.54 E

SUMMARY OF DRAINAGE STRUCTURES WITHOUT RIM/GRATE

STRUCTURE NUMBER	DESCRIPTION	INVERT
5-100	PIPE SUPPORT	INV 3.00 E
6-119	PIPE SUPPORT	INV 6.00 N
6-301	MITERED END	INV 12.80 S
6-300	MITERED END	INV 12.80 N
6-100	PIPE SUPPORT	INV 6.00 N



CALL BEFORE YOU DIG!
"SUNSHINE STATE ONE-CALL CENTER"
1-800-432-4770
 THE CONTRACTOR SHALL NOTIFY "SUNSHINE STATE ONE-CALL CENTER" AND ALL OTHER UTILITIES FOR LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING CONSTRUCTION.

REVISIONS

BY	DATE	DESCRIPTION
CD	4/8/19	REVISD PER CITY OF VENICE COMMENTS DATED 3/15/19
CD	5/10/19	REVISD PER SWFWMD COMMENTS DATED 5/6/19
CD	6/5/19	MINOR GRADING CHANGES TO LOTS 555,556,559
CD	10/14/19	MINOR GRADING CHANGES

ENGINEERING, INC.
 8340 CONSUMER COURT
 SARASOTA, FL 34240
 EB #4334
 PHONE: (941) 377-9178

PROJ: **TOSCANA ISLES, PHASES 5 & 6**
 SCALE: 1"=40'
 DATE: 4/9/19
 CLIENT: **LALP DEVELOPMENT, LLC**
 TITLE: **PAVING, GRADING & DRAINAGE PLAN**

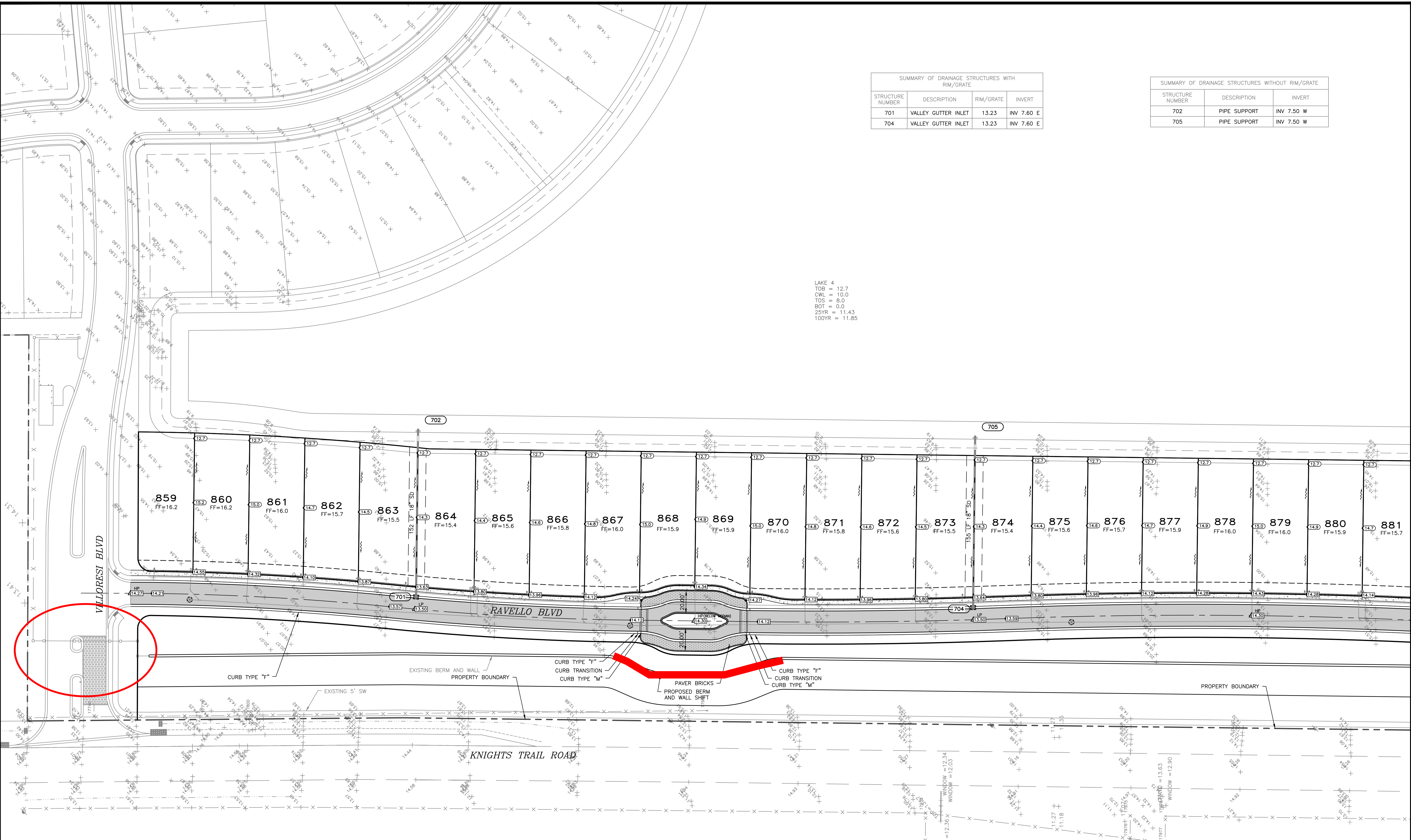
APPROVED BY: **D. SHAWN LEINS, PE**
 FLORIDA CERTIFICATE NO: 41078
 DRAWN BY: **CD**
 DRWG NO: **VANG0015-22-PGD**
 JOB NO: **VANG0015**
 SHEET NO: **22**



SUMMARY OF DRAINAGE STRUCTURES WITH RIM/GRATE			
STRUCTURE NUMBER	DESCRIPTION	RIM/GRATE	INVERT
701	VALLEY GUTTER INLET	13.23	INV 7.60 E
704	VALLEY GUTTER INLET	13.23	INV 7.60 E

SUMMARY OF DRAINAGE STRUCTURES WITHOUT RIM/GRATE		
STRUCTURE NUMBER	DESCRIPTION	INVERT
702	PIPE SUPPORT	INV 7.50 W
705	PIPE SUPPORT	INV 7.50 W

LANE 4
 TOB = 12.7
 CWL = 10.0
 TOS = 8.0
 BOT = 0.0
 25YR = 11.43
 100YR = 11.85



REV. No.	REV. DATE	REVISION DESCRIPTION	BY

CALL BEFORE YOU DIG!
 "SUNSHINE STATE ONE-CALL CENTER"
 1-800-432-4770
 THE CONTRACTOR SHALL NOTIFY "SUNSHINE STATE ONE-CALL CENTER" AND ALL OTHER UTILITIES FOR LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING CONSTRUCTION.

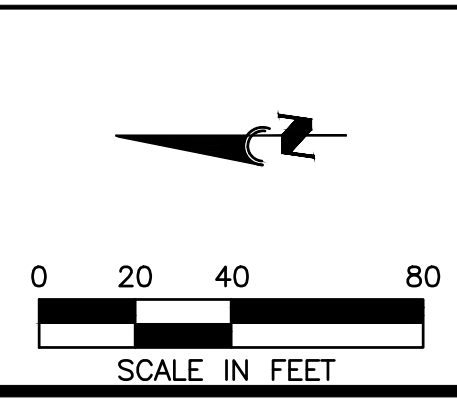
ISSUE DATE: **04/13/20** CD

CITY REVIEW

Civil Engineering | Land Surveying

AM ENGINEERING, LLC.

8340 Consumer Court Sarasota, FL 34240
 Phone: (941) 377-9178 | www.amengll.com
 CA #33105 | LB #4334



PROJECT: **LALP DEVELOPMENT LLC**

SUBJECT: **TOSCANA ISLES - PHASE 7**

DATE: **PAVING GRADING AND DRAINAGE PLAN**

HORIZONTAL SCALE: **1" = 40'**

VERTICAL SCALE: **N/A**

VERTICAL DATUM: **NGVD 29**

PROJECT NUMBER: **VANG0033**

SHEET NUMBER: **10**

PROJECT ENGINEER: **D. SHAWN LEINS, PE**

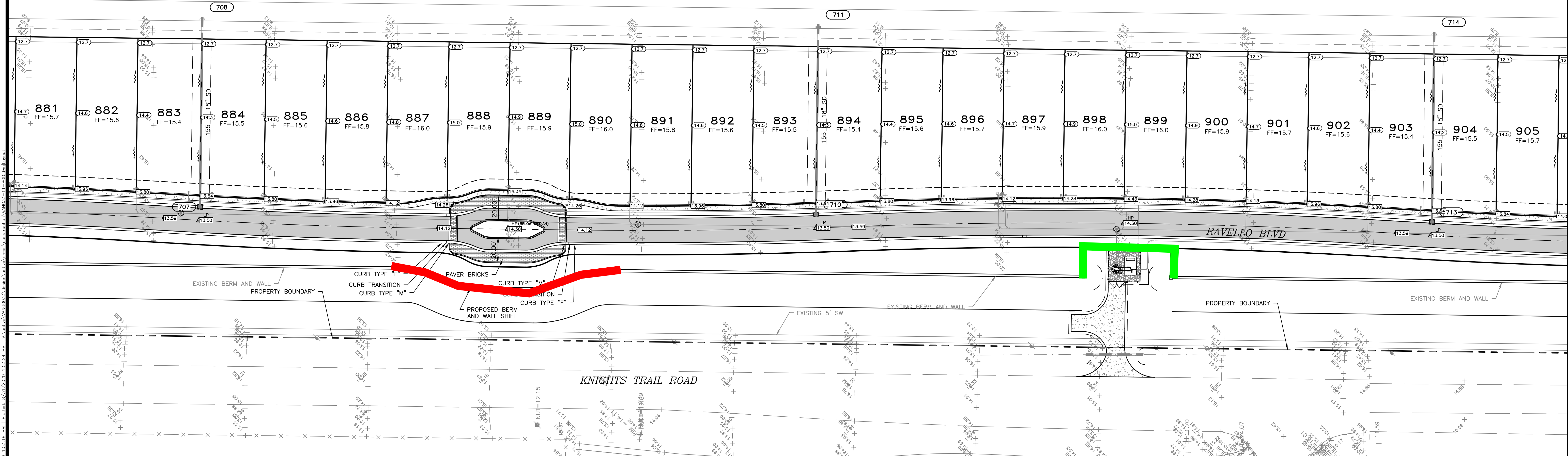
DATE: **4/13/20**

FLORIDA P.E. No. **41078**

SUMMARY OF DRAINAGE STRUCTURES WITH RIM/GRATE			
STRUCTURE NUMBER	DESCRIPTION	RIM/GRATE	INVERT
707	VALLEY GUTTER INLET	13.23	INV 7.60 E
710	VALLEY GUTTER INLET	13.23	INV 7.60 E
713	VALLEY GUTTER INLET	13.23	INV 7.60 E

SUMMARY OF DRAINAGE STRUCTURES WITHOUT RIM/GRATE		
STRUCTURE NUMBER	DESCRIPTION	INVERT
708	PIPE SUPPORT	INV 7.50 W
711	PIPE SUPPORT	INV 7.50 W
714	PIPE SUPPORT	INV 7.50 W

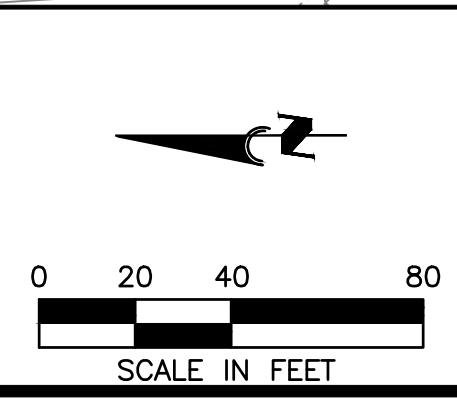
LAKE 4
 TOB = 12.7
 CWL = 10.0
 TOS = 8.0
 BOT = 0.0
 25YR = 11.43
 100YR = 11.85



REV. No.	REV. DATE	REVISION DESCRIPTION	BY

CALL BEFORE YOU DIG!
 "SUNSHINE STATE ONE-CALL CENTER"
 1-800-432-4770
 THE CONTRACTOR SHALL NOTIFY "SUNSHINE STATE ONE-CALL CENTER" AND ALL OTHER UTILITIES FOR LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING CONSTRUCTION.
 ISSUE DATE: 04/13/20
 CD
 CITY REVIEW

Civil Engineering | Land Surveying
AM ENGINEERING, LLC.
 8340 Consumer Court Sarasota, FL 34240
 Phone: (941) 377-9178 | www.amengfl.com
 CA #33105 | LB #4334



CLIENT: LALP DEVELOPMENT LLC
 PROJECT: TOSCANA ISLES - PHASE 7
 TITLE: PAVING GRADING AND DRAINAGE PLAN

HORIZONTAL SCALE: 1" = 40'
 VERTICAL SCALE: N/A
 VERTICAL DATUM: NGVD 29
 PROJECT NUMBER: VANG0033
 SHEET NUMBER: 11

PROJECT ENGINEER: D. SHAWN LEINS, PE
 DATE: _____
 FLORIDA P.E. No. 41078

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5F



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Client: Toscana Isles Community Development District **Date:** January 4, 2021
6561 Palmer Park Circle, Suite B
Sarasota, FL 34238

Project Name/Location: Toscana Isles/Sarasota County, Florida
Fee Arrangement: See Task 4.0 in the attached Scope of Services.
Special Conditions: Client agrees to pay invoices within 30 days of invoice date.

Scope of Services attached

- Client to provide name, address, and telephone number of property owner.
- Client to provide legal description(s) for the property.
- Client to provide parcel/folio number(s) for the property.
- Client to provide any special site access information (contacts, keys, etc.).
- Client to provide agency fees.

This Agreement and the attached Terms and Conditions and Scope of Services constitute the complete agreement between Wetland Management Services and Client with respect to the scope of services hereunder.

Toscana Isles Community Development District

Offered by:

Harold J. West January 4, 2021
Signature Date

Harold J. West / Managing Member

Printed Name/Title

Wetland Management Services, LLC

Name of Firm

Accepted by:

Alexander Hays 1/4/21
Signature Date

Alexander Hays, as Chair Board of Supervisors
Printed Name/Title

Name of Firm

Mailing Address: 1721 Hickory Gate Drive South
Dunedin, FL 34698 Phone: 727-463-3474
Email: hwest@wetmanservices.com



**Toscana Isles
Sarasota County, Florida
SCOPE OF SERVICES**

1.0 Initial Nuisance Exotic Removal in Upland Buffer Area

Wetland Management Services, LLC will conduct selective nuisance/exotic vegetation removal and upland buffer enhancement planting in the W-3 Upland Buffer Area in Figure 1. The removal site is at the Toscana Isles development in Sarasota County, Florida. Removal will consist of manual removal and herbicide methodologies and will be limited to nuisance and/or exotic material plants as listed by the Florida Exotic Pest Plant Council Plant List (2011). Woody material will be cut as close as possible to grade or soil surface while minimizing soil disturbances. The removed material will be placed into construction limits for accumulation and disposal by others.

Cut stumps will be treated immediately with appropriate aquatic approved herbicides at labeled rates and under the direct supervision of a licensed Florida Herbicide Applicator with Aquatic and/or Natural area certifications. Herbaceous material will be treated with a foliar herbicide application.

2.0 Upland Buffer Enhancement Planting

Wetland Management Services, LLC (WMS) will provide and install native plant material listed below within the specified planting area in W-3 in Figure 1. All planted material will be nursery material that meets or exceeds the specifications of the *Grades and Standards for Nursery Plants* published by the Florida Department of Agriculture & Consumer Services Division of Plant Industry (published in 1998). WMS guarantees eighty-five percent (85%) survival of installed plants for 60 days after the initial planting. However, this guarantee does not include the loss of plant material due to fire, floods, drought, or other catastrophic events, nor does it include losses due to theft, vandalism, erosion, sedimentation, chemical treatment or negligence by others, damage by wildlife, failure of the site to achieve design water levels, or other factors outside our control.

<i>Pinus elliottii</i>	Slash Pine	3 gallon	20' o.c.	17
<i>Juniperus silicicola</i>	Red Cedar	3 gallon	20' o.c.	17
<i>Myrica cerifera</i>	Wax Myrtle	1 gallon	10' o.c.	70
<i>Viburnum obovatum</i>	Walter's Viburnum	1 gallon	10' o.c.	70
<i>Spartina bakeri</i>	Sand Cordgrass	1 gallon	5' o.c.	279
<i>Tripsacum dactyloides</i>	Fakahatchee Grass	1 gallon	5' o.c.	279

3.0 Additional Services

Additional services requested by the Client will be provided and billed as a contract addendum or as a separate Scope of Services. Additional services may include verbal or written communication with the regulatory agencies, or other services not specifically detailed in this Scope of Services. Wetland Management Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

4.0 Cost

Compensation for service of principles and employees of Wetland Management Services rendered pursuant to the Scope of Services of this agreement will be paid based on the following schedule of services:

1.0	Initial Nuisance Exotic Removal in Upland Buffer Area on Figure 1.....	\$3,400.00
2.0	Upland Buffer Planting	\$3,257.45
3.0	Additional Services	to be billed hourly, as requested

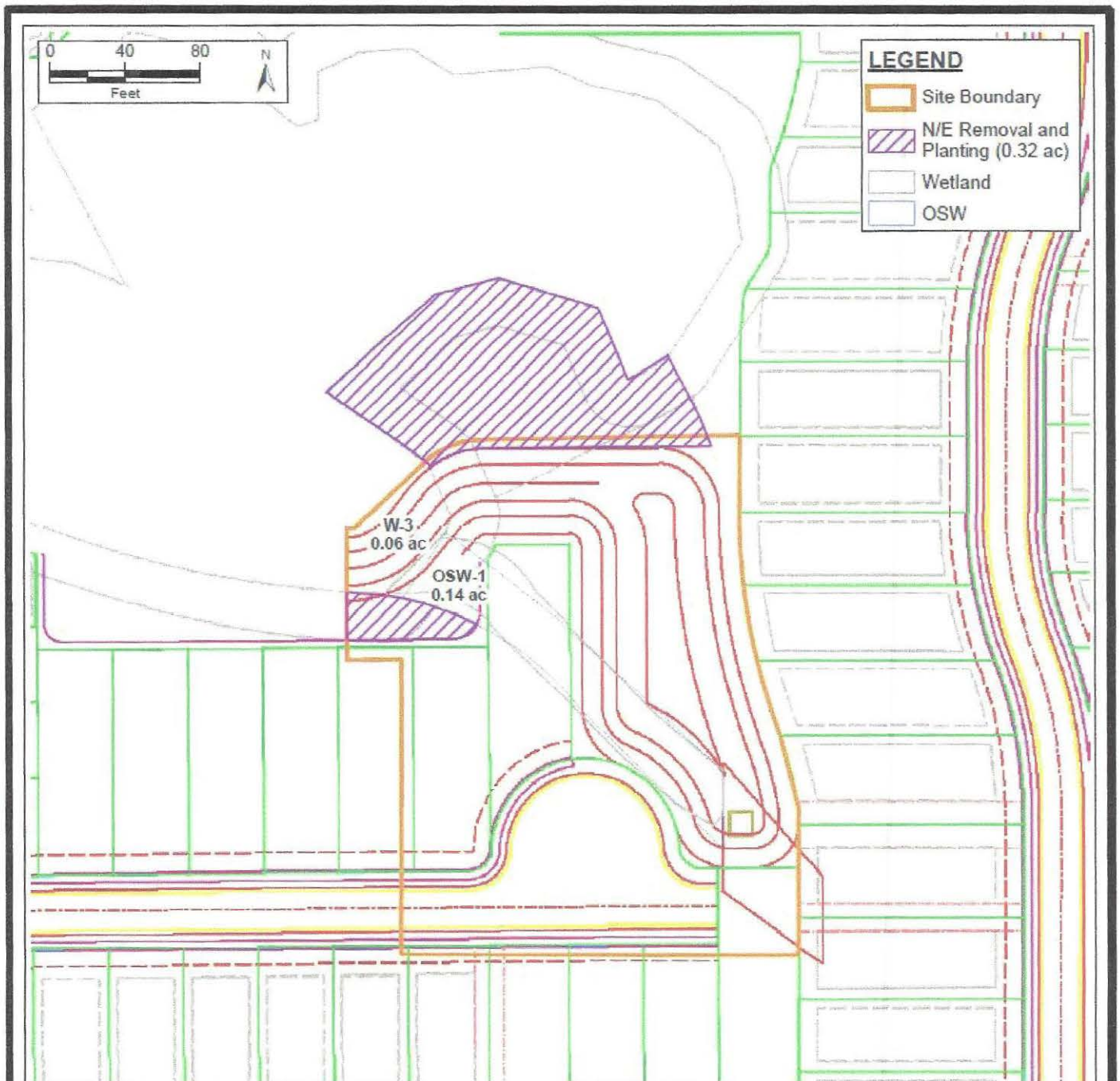


All rates and fees shall be subject to renegotiation if not accepted within thirty days. Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt.

5.0 Assumptions of this Proposal

- 5.1 The Client will make provision for Wetland Management Services to enter upon private property as required to perform services under this agreement. Land clearing by site contractor may be required to gain access to some service areas.
- 5.2 The buffer lines will be clearly staked in the field before work is begun.
- 5.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Any additional materials or services to be provided by Wetland Management Services which are judged by Wetland Management Services to be outside of the intent of this Scope of Services will be performed and billed as additional services.
- 5.4 This Scope of Services does not include modifications or actions necessary for resolution of compliance issues, including negotiations with regulatory agencies or necessary corrective actions.
- 5.5 Wetland Management Services is not responsible for necessary repairs, or replacement, or removal of survey stakes or turbidity/erosion control devices, nor is Wetland Management Services responsible for additional measures necessary to prevent sedimentation, erosion, or violations of state water quality standards.
- 5.6 The selective use of aquatic herbicides will be accepted as an appropriate maintenance strategy within the treatment areas.
- 5.7 The use of heavy equipment immediately adjacent to proposed areas for removal of debris is required.
- 5.8 Removal of trash, other debris, or dead trees is not included in this scope. If removal is requested by the Client, it will be billed as Additional Services.
- 5.9 Additional mobilizations to complete this task due to factors beyond our control may result in additional cost.
- 5.10 All Wetland Management Services work products prepared during the completion of this Scope of Services may be used in marketing, advertising, corporate resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.

Figure 1





TERMS AND CONDITIONS

Wetland Management Services, LLC (hereinafter referred to as Wetland Management Services) shall perform the services outlined in this Agreement for the stated fee arrangement in accordance with these terms and conditions:

Access to Site: Upon execution of this Agreement, the Client represents that they have secured legal rights to access the property and authorizes Wetland Management Services staff to access the site for activities necessary for the performance of the services.

Fee: Unless explicitly stated within the Scope of Services, the proposed cost reflects Wetland Management Services' best estimate of charges required to complete the project. In some cases, all tasks necessary to complete the project are not known at the beginning of the project. Discoveries made during the project may require amendments to the Scope of Services, which could affect final project costs. If such discoveries and/or amendments to the Scope are necessary Wetland Management Services will inform the Client and provide an explanation of same and the parties shall agree on a modification of the Scope of Services or either party may terminate the Agreement. In the event the Agreement is terminated, Wetland Management Services shall be compensated for all services and expenses committed or performed through the date of termination.

If additional support is requested or required for any services not specifically referenced to in the Scope of Services that time will be billed on an hourly basis per the attached Fee Schedule or as an agreed-upon additional fee.

AMM ~~Reimbursable out-of-pocket expenses will be invoiced at cost plus fifteen percent (15%). Such expenses may include outside reproduction costs, overnight delivery charges, laboratory fees, travel charges, subcontractors, equipment rental, or project specific equipment purchases.~~

Billings/Payments: Invoices for Wetland Management Services' services shall be submitted monthly. Invoices shall be payable within thirty (30) days after the invoice date. If the Client disputes any portion of an invoice, client shall notify Wetland Management Services of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice.

Late Payments: Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of one and one-half percent (1.5%) per month (eighteen percent per annum) on the unpaid balance. If invoices are not paid within sixty (60) days, Wetland Management Services may, without waiving any claim or right against the Client, and without any liability whatsoever to the Client, terminate performance of the services. In the event any portion or all an invoice remains unpaid ninety (90) after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. By executing this Agreement, the Client represents that it has the legal rights and authority to engage Wetland Management Services to perform the requested services. Non-payment of invoices for services may result in a mechanics lien being placed on the subject property.

Indemnification: The Client shall indemnify and hold harmless Wetland Management Services and all of its personnel and subcontractors from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Wetland Management Services), or anyone for whose acts may be liable. Wetland Management Services shall perform its services consistent with industry practices. *Continued below*

Limitation of Liability: The Client agrees to limit the Wetland Management Services' liability to the Client for direct damages due to Wetland Management Services' negligent acts, errors or omissions, such that the total aggregate liability of Wetland Management Services shall not exceed Wetland Management Services' total fee for services rendered on this project.

Termination of Services: This Agreement is subject to termination by the Client or Wetland Management Services upon thirty (30) days written notice. In the event of any termination, Wetland Management Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional costs reasonably related to termination of the project and a proportionate amount of the consideration hereunder commensurate with the portion of the project accomplished.

Contract Transfers: This contract is an exclusive contract between Wetland Management Services and the Client. This contract may only be transferred with 30-day notification to Wetland Management Services, and at Wetland Management Services' discretion. Wetland Management Services reserves the right to not accept contract transfers to a third party for any reason.

Ownership of Documents: All report documents produced by Wetland Management Services under this Agreement shall be made available to the Client upon receipt of full payment for services rendered. Wetland Management Services shall retain ownership of all field notes, computer files and project files used to produce the work products and may make copies of all work products.

Applicable Laws: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. In the event legal action is undertaken, it is hereby agreed that the venue and jurisdiction shall be Pinellas County, Florida.

AMM Indemnification continued: Wetland Management Services shall indemnify and hold harmless the Client, its agents and employees from and against all claims, damages, losses and expenses arising from the performance or failure in performance to reach, or my act of omission of Wetland Management Services its agents or employees under this contract; including but not limited to any claim, damage, loss, attorney's fee or expense. One hundred dollars of the consideration under this agreement is the specific consideration for this indemnity. The limitations of indemnity provided for in this paragraph shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the agreement.

Mailing Address: 1721 Hickory Gate Drive South
Dunedin, FL 34698 Phone: 727-463-3474
Email: hwest@wetmanservices.com

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5G

CONTRACT

THIS CONTRACT is made and entered into this ³¹ day of December, 2020, between Toscana Isles Community Development District, a Florida community development district herein called "District", and Pat O'Hara Pavers, Inc., a Florida corporation, "Contractor". For and in consideration of the mutual covenants and conditions contained herein, District and Contractor agree as follows:

ARTICLE 1 – THE PROJECT AND SCOPE OF CONTRACTORS WORK. Contractor shall furnish all supervision, labor, tools, equipment, machinery, transportation, materials, permits, licenses, and all related and necessary items to complete the work indicated on drawings and described in specifications (the "Work"). The Work includes but is not limited to: **(SEE EXHIBIT A – Scope of Work)** in connection with the Toscana Isles property, located at, **899 Knight's Trail Road, Venice, FL 34275** herein called the "Project". Such Work shall be performed and materials furnished in strict accordance with this Contract, and the plans, specifications, schedules and drawings which when approved by District are made a part of this Contract by reference. Contractor shall perform all Work in full compliance with all applicable Local, State and National Building Codes and Regulations, all manufacturer's recommendations and the best practices of the Industry. The Contractor shall comply with all applicable Local, State and National Building Codes and Regulations whether or not the specifications, schedules and other Contract Documents are in conformity with same.

ARTICLE 2 – TIME. Contractor shall diligently pursue completion of the Work pursuant to the Schedule attached hereto as **(EXHIBIT B – Project Schedule)**.

ARTICLE 3 – PROSECUTION OF THE WORK. (a) All work shall be done under the general supervision and direction of Contractor. Contractor shall at all times furnish adequate, qualified job-site supervision to direct the Work. The decision of District about the meaning of the drawings and specifications shall be final. Contractor shall abide by any additional specifications, drawings or explanations furnished by District to illustrate the Work to be done. (b) Work to be performed hereunder shall be commenced upon request of District. Contractor shall prosecute the Work in a diligent, efficient and workmanlike manner. Contractor shall not delay or interfere with the work of District or any other contractor directly engaged by District. Contractor shall be liable for any damages attributable to Contractor's failure to perform the Work required by this Contract promptly or in accordance with time provided in Schedule B. (c) IT IS EXPRESSLY AGREED THAT TIME IS OF THE ESSENCE OF THIS CONTRACT. The payment of consideration under this Contract is executory and conditioned upon completion of the Contract and completion of the Work as specified therein. (d) If Contractor's performance of this Contract is delayed by acts of District or other contractors directly engaged by District, Contractor may request an extension of time for performance, but he shall not be entitled to an increase in the Contract price or damages or additional compensation because of the delay. No extension of time shall be allowed Contractor unless he makes written request to District within 48 hours after the reason for the extension occurs. (e) District shall not be liable to Contractor for delay to or termination of Contractor's work by the act, neglect or default of the District, Architect or Engineer, or because of fire or other casualty, riots, strikes or combined action of the workmen or others, acts of God, any other cause beyond District's control, or any circumstance caused or contributed to by Contractor.

ARTICLE 4 – PAYMENT. (a) District shall pay Contractor for complete performance of this Contract the unit price listed in **EXHIBIT C**. Payments shall be based on actual field measure of installed pavers, plus 6%. Contractor shall submit written requests for payment upon completion of Contractor's work based upon the percentage of work completed. Contractor shall submit written requests for payment by the 15th of each month. (b) Payments hereunder are subject to retainage of ten (10%) percent. Within 30 days after complete performance of this Contract by Contractor and final approval and acceptance of Contractor's work by the District and after issuance of required certificates from all Government authorities. District shall pay Contractor the balance of the Contract price less any sums which the District is entitled to retain, subject to compliance with all other applicable provisions of the Contract.

ARTICLE 5 – CHANGE ORDERS. No changes are valid except upon written order from the District and signed by both parties. This requirement cannot be waived orally or deemed to be waived by act of the parties. District is not liable to Contractor for extra work or materials furnished without a signed written order. Any increase or decrease in the Contract price resulting from the change shall be agreed on in writing. Pricing for additions or deletions shall be made in accordance with **Exhibit C**.

ARTICLE 6 – WARRANTIES. Contractor hereby grants to District a full warranty of fitness and merchantability for the purposes or uses intended for all of Contractor's Work for a period of one year after date of final payment.

ARTICLE 7 – APPROVALS. (a) Contractor shall submit to District for approval all required shop drawings, submittal data, catalogs and samples, etc. required by the Contract Documents or that are necessary for satisfactory performance of the Project, as they become available.

ARTICLE 8 – CONTRACTOR'S ACCEPTANCE OF CONDITIONS. Contractor acknowledges and agrees that he has carefully examined the site where the Work is to be performed in order to fully satisfy himself that such site is suitable for the Work to be performed, and Contractor hereby accepts such site in "as is" condition and assumes full responsibility therefor.

ARTICLE 9 – CLEAN-UP. Contractor shall clean daily and remove from the project site or deposit in approved containers on the site all rubbish and surplus materials that accumulate from the work under this Contract as directed by District.

ARTICLE 10 – SAFETY. (a) Contractor shall provide safe and sufficient facilities at all times for inspection of the Work by District, Architect, Engineer or their representatives. Contractor shall take all safety measures required by District or the Florida Department of Commerce safety rules and shall comply with the Federal Occupational Safety and Health Act and any rules made pursuant to it. (b) The Contractor shall also take all reasonable safety precautions with respect to his Work and shall comply with all reasonable safety measures initiated by District and all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property and shall be responsible to the District for reimbursement of any damages suffered by District as the result of failure to comply with the terms of this Article.

ARTICLE 11 – PROTECTION OF WORK. Except as provided in Article 18, Contractor shall be responsible for the protection of the Work until final completion and acceptance by District and shall make good or replace any damage to the Work that occurs before the final acceptance at no expense to District, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages..

ARTICLE 12 – POSSESSION. When it is useful or necessary for District to do so, he may occupy or use any part of the project that is either partly or fully completed by Contractor before final inspection and acceptance by District, but the use or occupation shall not relieve Contractor from his guarantee of the work and materials nor his obligation to make good any defect in materials or workmanship or both that develops before District's release from responsibility to District.

ARTICLE 13 – INSURANCE. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance (and in accordance with such requirements) set forth on the Schedule of Insurances described on **Exhibit D** to the Contract.

The Contractor shall provide its own property insurance to cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the Project site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this Article 13 shall include a waiver of subrogation in accordance with the requirements of Article 14.

If the cause of any loss payment under any insurance obtained by the District is the fault of the Contractor of an entity or person under the control of the Contractor, the Contractor shall be responsible for such deductible, including but not limited to loss resulting from the failure of the Contractor to have reasonably adequate safety or security on the Project site.

ARTICLE 14 – WAIVERS OF SUBROGATION. The District (if permitted by the District's insurance company, without penalty) and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Engineer, Engineer's consultants, separate contractors, if any, and any of their subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to Article 13 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the District in good faith. However, this waiver shall not apply to property insurance purchased by the District after completion of the Work or final payment under the Contract, whichever comes first. The Contractor shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the District. The policies shall provide such waivers of subrogation by endorsement or otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 15 – TAXES. Contractor is an independent contractor. Contractor shall pay all taxes and contributions required of District or Contractor by the Federal Social Security Act and unemployment compensation laws or any similar State law for the employees of Contractor in the performance of this contract. Contractor shall pay any sales or use tax that is assessed against materials, equipment or labor used in his part of the work. District may elect to purchase any or all materials directly. If District

elects to purchase material directly, a Change Order shall reduce the Contract sum by the cost of such materials and the sales taxes thereon that would have been payable if Contractor purchased the materials, plus any mark-up of the Contractor on such materials. Further the Contractor acknowledges and agrees that the District is an organization that is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Project to the District, the Contractor agrees to cooperate with the District and to allow the District to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such direct District purchases. All savings realized by the District as a result of such direct District purchases shall inure to the benefit of the District, and the Contract Sum shall be reduced by the amount of the Sales Tax savings on all materials purchased because the Contract Sum was originally computed on the assumption that materials would be subject to the Sales Tax. In the event Contractor shall for any reason fail to purchase materials subsequent to the date of this Agreement in accordance with the terms set forth herein, any Sales Tax expense or liability incurred in connection with such purchase shall be borne by the Contractor and shall be credited to the District against the Contract Sum.

ARTICLE 16 – RELEASE OF LIENS. (a) Contractor shall deliver the Work and materials to District free of all claims, security agreements, encumbrances or liens. Contractor shall defend all actions to establish claims regarding the Work, and Contractor shall pay any claim or lien so established at his own cost and expense. Contractor shall indemnify District, and hold District harmless from and against any and all claims, actions, losses, expenses, and attorneys' fees which either or both may incur or which may result from the assertion of any such claim, security agreement, encumbrance or lien. (b) Contractor agrees to execute such number and form of waivers and affidavits to evidence this release of lien as attached in Exhibit E, or on other forms to be supplied by District. A final waiver and release of lien on a form satisfactory to District must be submitted before disbursement of final payment. Contractor further agrees to secure from his contractors and materialmen similar waivers and affidavits. District shall be a third party beneficiary of this waiver of lien provision. (c) If at any time any claim of lien is filed for labor, services or materials, Contractor shall, within 48 hours of the filing of said lien, either satisfy the lien in full or transfer the lien to security pursuant to Section 713.24, Florida Statutes. If Contractor fails to do so, District shall have the right to retain out of any payment due or to become due an amount sufficient to satisfy such lien or claim, and to charge or deduct all expenses and costs, including reasonable attorneys' fees, incurred by District to transfer such lien or claim to security or to defend against such lien or claim. Should any claims or liens develop after all payments are made, Contractor shall, upon the request of District, refund to District all monies that District may be compelled to pay in discharging such claims or liens, including costs and reasonable attorneys' fees, incurred by District in discharging such claim or lien, or incurred in collecting said monies from the Contractor.

ARTICLE 17 – ASSIGNMENT. Contractor shall not assign or sublet this contract in whole or in part, or the proceeds of it, without the prior written consent of District. Contractor shall be as fully responsible to District for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. District may assign this Contract without the prior written consent of Contractor.

ARTICLE 18 – DEFAULT AND TERMINATION. (a) District reserves the right to terminate this Contract for any reason at any time. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance or Work under this Contract is terminated, and the date upon which such termination becomes effective. If District terminates the Contract, he may contract with another contractor to complete the Work or complete the Work himself, and in either event, may take possession of all materials, supplies, tools, and equipment of Contractor on the project site to complete the Work. After receipt of a Notice of Termination, and except as otherwise directed by District, Contractor shall: (1) stop work under this contract on the date and to the extent specified in the Notice of Termination. (2) Place no further orders or contracts for materials, services, labor, equipment or facilities except as is directed by District. (3) Terminate all orders and contracts to the extent that they relate to the performance of Work terminated by the Notice of Termination. (4) Assign to District, in the manner, at the times, and to the extent directed by District, all of the right, title and interest of Contractor under orders and contracts so terminated, in which case District shall have the right, in his discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts. In the event this Contract is terminated, Contractor shall only be paid its Fee for the Work completed prior to termination.

ARTICLE 19 – INDEMNIFICATION. Contractor shall indemnify and hold harmless the District and all of its agents from and against all claims, damages, losses and expenses, and shall pay all of their attorneys' fees for all legal actions arising out of or resulting from the performance or failure in performance, breach or any act or omission of Contractor or any of his agents, sub-contractors, or employees under this Contract, including, but not limited to any claim, damage, loss, attorneys' fee or expense which: 1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than Contractor's work itself) including the loss of use resulting therefrom, and, 2) is caused in whole or in part by any negligent or intentional act or omission of the Contractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable regardless of whether it is caused in whole or in part by District or any other person indemnified hereunder; or 3) is incurred under unemployment compensation or workmen's compensation laws or social security laws in connection with Contractor's employees, including a sum equal to benefits paid to those who were Contractor's employees when the benefit payments are charged to District under any merit plan or to his individual reserve account or otherwise pursuant to any laws. One Hundred Dollars of the consideration under this agreement is the specific consideration for this indemnity, and the consideration for limitation of liability under this part shall be Two

Million Dollars. The obligations of indemnity provided for in this paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Contract Documents.

ARTICLE 20 – LEGAL ACTIONS. If any party to this Contract commences an action to force this Contract or any provision hereof, or other performance thereof, then the prevailing party shall be entitled to an award by the court of attorneys' fees and expert fees.

ARTICLE 21 – ENTIRE AGREEMENT. This Contract and the Contract Documents as defined herein contain the entire agreement between the parties and no prior written or oral proposal, agreements, representations or statements made by any of District's officers or agents before execution of this Contract are valid unless the representation or statement is contained in this Contract or the Contract Documents. Captions of articles are for convenience and are not part of this Contract. Singular number and masculine gender are used in this Contract and include any number and gender as the context may require.

ARTICLE 22 – THIRD PARTY BENEFICIARY. Neither this Contract, nor any part of it, shall give any third parties, other than District, any claim, demand or right of action against District or Contractor beyond those that exist in the absence of this Contract.

ARTICLE 23 – NOTICE. When this Contract provides for notice, it shall be given by: (a) registered or certified mail, addressed to the place designated in the signature block, below; or (b) email; or (c) orally to Contractor's representative at the project site in an emergency; or (d) telephone to Contractor in an emergency. Such oral notice shall be promptly confirmed in writing in accordance with either subparagraphs (a) or (b).

ARTICLE 24 – RESTRICTIONS. Contractor agrees to abide by the following restrictions as to itself and all its employees and agents whenever on the job site: (a) no radios or portable stereos shall be used on the job site, (b) no animals shall be allowed on the job site, (c) all speed limits shall be obeyed, on all roads, and all company and personal vehicles shall be operated cautiously and safely, (d) only the designated construction access areas shall be utilized, (e) the hours of work shall be reasonable as determined from time to time by District, and (f) any other reasonable restrictions required by District.

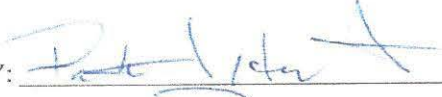
ARTICLE 25 – GOVERNING LAW. This Contract is governed by Florida Law.


ARTICLE 26 – VENUE. Any legal proceeding arising from this Contract shall be brought only in a court of competent jurisdiction in Sarasota County, Florida.

ARTICLE 27 – DEVOLUTION. This Contract binds the parties, their heirs, personal representatives, successors and assigns.

PAT O'HARA PAVERS, INC
(Contractor)

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district
(District)

BY: 
PRINTED NAME: Patrick H O'Hara
ITS: Pres.

BY: 
PRINTED NAME: Alexander Hays
ITS: Chair, Board of Supervisors

CONTRACTOR
1918 18th Street
Sarasota, FL 34234
(941) 366-9808
popavers@aol.com

DISTRICT
6561 Palmer Park Circle, Suite B.
Sarasota, FL 34238
(941)552-6705
ahays@vanguardland.com

EXHIBIT A

Scope of Contractors Work

subcontractor

1. ~~Contractor's~~ Work in supplying and installing the roadway pavers shall include but not be limited to the following:
 - a. Supply and delivery of all required pavers, finishing sand and other materials normally used in the course of paver installation.
 - b. Roadway pavers are to be Tremron Sierra in Stonehurst, matching previous phases at Toscana and shall be installed pursuant to Tremron's installation guide.
 - c. Pavers shall be installed at the second entry lane and each of 3 medians pursuant to Toscana Isles Construction Plans provided to Contractor.
 - d. Pavers shall be installed in a 2 piece, T-pattern.
 - e. Verifying location and placement of all planned improvements including coordination with District's surveyor (AM Engineering; Ron Nourse 941-377-9178 ext. 201).
2. Contractor shall coordinate with site, utility, roadway, irrigation and other contractors onsite.
3. Contractor shall be responsible for repairs to any equipment or improvements damaged by Contractor or Contractor's subcontractors.
4. Notwithstanding anything contained herein, Contractor is responsible for all work to complete the Work, except for the following:
 - a. Supply and install of subbase and base material
 - b. Installation of all curbing

EXHIBIT B

Project Schedule

Upon execution of this Contract, Contractor shall immediately order all material that is not immediately available.

Contractor shall complete installation within 15 business days of delivery of pavers.

EXHIBIT C
Contract and Change Order Pricing

Any additions or deletions to the Scope of Work shall be agreed up on in writing and subject to the following pricing:

- Tremron – Old Towne (2pc, 2 3/8") -- \$4.90/SF

EXHIBIT D
Schedule of Insurances

1. Workers and Workmen's Compensation including occupational disease and employer's liability insurance in statutory-amounts and coverages required by Florida law.
2. Comprehensive General Liability, including coverage for direct operations, sublet portions of the Work, and contractual liability with limits not less than those stated below.
 - a. Bodily injury liability-including personal injury of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) aggregate.
 - b. Property damage liability of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. Property damage liability insurance shall include broad form coverage. Completed operations liability insurance shall continue in force for one year after Substantial Completion of the Work.
3. If any of the Work is subcontracted, Contractor's Protective Liability Insurance with limits specified above in 1. and 2.
4. Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability of one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence or Combined Single Limit of one million dollars (\$1,000,000).
5. In addition to all coverage above, the Contractor shall furnish Umbrella or Excess Liability Insurance covering all risks noted above, in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate. Liability insurance for the comprehensive general liability and comprehensive automobile liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits offered by the required Excess Liability Insurance policy.

Upon execution of this Agreement, and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall carry commercial *per project* general liability insurance on ISO form CG 00 01 10 01 (or a substitute from providing equivalent coverage) and the Subcontractor shall provide the contractor with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 2037 10 01 (or substitute forms providing equivalent coverage) naming the Contractor and the Owners as Additional Insureds thereunder. Additional insured coverage shall apply as *primary* insurance with respect to any other insurance afforded to Owner and Contractor. The coverage available to the Contractor and Owner, as Additional Insureds, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Florida and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. Owner or Contractor will be given *30 days written notice* if the policy is cancelled. Subcontractor shall obtain from each of its insurers a *waiver of subrogation* on Commercial general Liability and Worker's Compensation in favor of Owner and Contractor with respect to losses arising out of or in connection with work performed in this contract.

EXHIBIT E
Partial and Final Releases of Lien

CONTRACTOR'S
AFFIDAVIT & PARTIAL RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ (“Affiant”), who, after being by me first duly sworn, deposes and says of Affiant's personal knowledge that:

1. Affiant is an Authorized agent of _____, a _____, which does business in the State of Florida (“Contractor”) and is authorized to execute this Affidavit.

2. Contractor, pursuant to a contract (the “Contract”) with Toscana Isles Community Development District, a Florida limited liability company (“District”), has heretofore furnished or caused to be furnished labor, materials and services for the construction of certain improvements as more particularly set forth in the Contract.

3. The undersigned Contractor, in consideration of the sum of _____ hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____ to District on the following real property:

Toscana Isles

Street Address: 899 Knights Trail Road, Venice, Florida 34275

4. This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

SIGNED, SEALED and DELIVERED this ___ day of _____, _____.

SWORN TO AND SUBSCRIBED before me this ___ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of _____,
and my commission expires on _____.

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

State of Florida
County of Sarasota

Before me, the undersigned authority, personally appeared, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the _____ (title), of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor".
2. Contractor, pursuant to a contract ("Contract") with Toscana Isles Community Development District, hereinafter referred to as the "District," has heretofore furnished or caused to be furnished labor, materials and services for the construction of certain improvements as more particularly set forth in the Contract and Notice of Commencement recorded in the Official Records as Instrument # _____, Public Records of Sarasota County, Florida (the "Notice of Commencement") to the real property located described in the Notice of Commencement.
3. This affidavit is executed by the Contractor in accordance with Section 713.06 of the Florida Statutes for the purposes of obtaining final payment from the District in the amount of \$ _____.
4. Contractor represents that all work required to be performed under the Contract has been fully performed, construction of all improvements described in the Notices of Commencement have been completed, and all lienors under the Contract have been paid in full.
5. In consideration of final payment to Contractor in the amount of \$ _____ and all other previous payments paid by District to Contractor, Contractor does hereby waive, release, and relinquish Contractor's rights to any claim or demand or right to impose a lien or liens for work done or materials or services furnished or any other class of lien whatsoever, on any of the property owned by District on which improvements have been constructed in connection with the Contract and the Notices of Commencement.
6. Affiant has authority to execute a full and final release of lien for and on behalf of Contractor.
7. Affiant makes this Affidavit and Release of Lien pursuant to Chapter 713, Florida Statutes.

Signed, sealed, and delivered this ____ day of _____, _____.

Print Name:

SWORN TO AND SUBSCRIBED before me this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of _____,
and my commission expires on _____.

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5HI

CONTRACT CHANGE ORDER BREAKDOWN

Page 2

From:
Rusty Plumbing Co., Inc.
2180 Cornell Street
Sarasota, Fl. 34237
(941) 366-4424 FAX (941) 955-1203

Change Order #: Four
Change Order Date: 12/23/2020

License: CUCO57153

To: Toscana Isles Community Development District
2300 Glades Road
Boca Raton, Florida 33431

Project: Toscana Isles Ph 5 & 6
Nokomis, Florida

This Change Order Request contains an itemized quotation in the Contract Sum or Contract Time.

Itemized Breakdown of Proposed Changes:

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
WATER				
Install & Remove Temporary Jumpers at Phase Lines	5	EA	5825.00	29125.00
SUB-TOTAL				\$ 29,125.00

AMOUNT OF THIS CHANGE ORDER:

\$ 29,125.00

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5H11

CONTRACT CHANGE ORDER BREAKDOWN

Page 2

From:
Rusty Plumbing Co., Inc.
2180 Cornell Street
Sarasota, Fl. 34237
(941) 366-4424 FAX (941) 955-1203

Change Order #: One
Change Order Date: 1/15/2021

License: CUCO57153

To: Toscana Isles Community Development District
2300 Glades Road
Boca Raton, Florida 33431

Project: Toscana Isles Ph7
Nokomis, Florida

This Change Order Request contains an itemized quotation in the Contract Sum or Contract Time.
Itemized Breakdown of Proposed Changes:

DESCRIPTION	ESTIMATED QUANTY	UNIT	UNIT PRICE	AMOUNT
MISCELLANEOUS				
REMOVE EXISTING WALL IN 3 AREAS AND STACK UP	1	LS	2445.00	2445.00
SUB-TOTAL				\$ 2,445.00
DRAINAGE				
12" X 18" RCP	48	LF	82.00	3936.00
SUB-TOTAL				\$ 3,936.00

AMOUNT OF THIS CHANGE ORDER: \$ 6,381.00

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

511

SARASOTA LAND SERVICES, INC.

3906 S.R. 64, East - Bradenton, Florida 34208 - (941) 744-0211 ; Fas: (941) 744-0411

CHANGE ORDER ITEMS

Clearing, Grading and Road Construction

Date: 1/22/2021


C.O. # 1

Toscana 7

THIS IS NOT A BILL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Maintenance of Traffic	1.0	LS	6,600.00	6,600.00
2	Excavation and Grading	1.0	LS	10,950.00	10,950.00
3	12" Stabilized Subgrade (40 LBR)	860.0	SY	5.30	4,558.00
4	Stabilized Shoulder (40 LBR)	180.0	SY	5.00	900.00
5	10" FDOT Shell Base	685.0	SY	18.20	12,467.00
6	Prime and Matte	685.0	SY	0.55	376.75
7	3' Valley Crossing	1.0	LS	6,985.00	6,985.00
8	FDOT Flume	2.0	EA	975.00	1,950.00
9	9" x 12" Ribbon Curb	80.0	LF	36.90	2,952.00
10	2' Valley Crossing @ Villoresi & Ravello	1.0	EA	3,195.00	3,195.00
11	Lift Station Drive	1,960.0	SF	5.50	10,780.00
12	3" Type SP-12.5 Asphalt	685.0	SY	28.70	19,659.50
13	1" Type FC-9.5 Asphalt	1,421.0	SY	12.25	17,407.25
14	Pavement Milling	736.0	SY	16.13	11,871.68
15	Pavement Markings	1.0	LS	4,850.00	4,850.00
16	Final Dress	1.0	LS	8,975.00	8,975.00
17	Credit Lift Station Drive Phase #7	-750.0	SF	5.35	-4,012.50
				Subtotal	\$120,464.68
			TOTAL		\$120,464.68

ATTACHMENT " A "

Toscana Isles Community Development District

 Alexander Hays, as President Board of Supervisors
 Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

5111

SARASOTA LAND SERVICES, INC.

3906 S.R. 64, East - Bradenton, Florida 34208 - (941) 744-0211 ; Fas. (941) 744-0411

CHANGE ORDER ITEMS

Miscellaneous

11/2/2020


CO#8

Toscana 5&6

THIS IS NOT A BILL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Miscellaneous				
	Skidsteer (Cleaning roads 2 days)	20.5	HR	70.00	1,435.00
	Labor	24.0	HR	40.00	960.00
	Broom	20.0	HR	60.00	1,200.00
	Skidsteer(Grading stem wall & wetlands 4 days)	30.5	HR	70.00	2,135.00
	Labor	36.0	HR	40.00	1,440.00
	644 Loader	40.0	HR	90.00	3,600.00
	420 Backhoe	10.5	HR	65.00	682.50
	644 Loader (Picking up stripping piles)	10.0	HR	90.00	900.00
	D-3	10.0	HR	85.00	850.00
	D-5	10.0	HR	100.00	1,000.00
	644 Loader	10.0	HR	90.00	900.00
	259 Skidsteer (Grading&adding dirt retain wall)	10.0	HR	70.00	700.00
	644 Loader	10.0	HR	90.00	900.00
	Labor	18.0	HR	40.00	720.00
	644 Loader (Shaking out&moving brush piles)	10.5	HR	90.00	945.00
	Additional Bond	1.0	LS	202.05	202.05
				Subtotal	\$18,569.55
				TOTAL	\$18,569.55

ATTACHMENT "A"


 SLS, Inc.
 Project Manager

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

51111a

SARASOTA LAND SERVICES, INC.

3906 S.R. 64, East - Bradenton, Florida 34208 - (941) 744-0211 ; Fas: (941) 744-0411

CHANGE ORDER ITEMS

Miscellaneous

1/22/2021

CO#9

Toscana 5&6

THIS IS NOT A BILL

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Miscellaneous				
10	6" Lift Station Drive completed by others	-855.0	SF	5.20	-4,446.00
9	Phase 5 Handicap Ramps not installed	-21.0	EA	495.00	-10,395.00
10	Phase 6 Handicap Ramps not installed	-13.0	EA	495.00	-6,435.00
9	4" Walk Phase 6 (Quantity & Unit Price Change)	17,720.0	SF	3.80	67,336.00
	4" Walk Phase 6 (Not installed)	-19,575.0	SF	3.75	-73,406.25
	Maintenance of Traffic	-1.0	LS	6,600.00	-6,600.00
				Subtotal	-\$33,946.25
				TOTAL	-\$33,946.25

ATTACHMENT "A"

Quantity of sidewalk may vary and will be billed at new unit price of \$3.80/SF.

Toscana Isles Community Development Dist

[Signature]
 Alexander Hays, as Chair Board of Supervisors

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

511V

**Florida Land Department
CONTRACT CHANGE ORDER**

Contractor: Sarasota Land Services, Inc.
 Project: Road Construction
 Phase: Toscana 5&6
 Contract No.: _____

Change Order No.: 10
 Date: 1/19/2021

Reason for Change Order:

Addendum to timeline of contract page #3 Section 3.3
Substantial Completion of the entire Work shall be achieved not later than February 1, 2022

change due to SCRIVER's error in initial contract.

Sarasota Land Notes:

Clearing, Grading & Road Construction
Owner: Toscana Community Development District

Attachment:

The changes described herein shall be governed by the terms and conditions of the contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

COST CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT +/-
	Substantial Completion Date Change				
TOTAL CO					

CHANGE IN CONTRACT TIMES:

_____ Notice to Proceed - Date
 _____ Contract Time (Days) Prior to this change Order

_____ Net Increase/Decrease (days) from this C.O.

_____ Current Contract Time (days) Include this C.O.

_____ Current Completion Date Include this C.O.

CHANGE IN CONTRACT PRICE:

ORIGINAL CONTRACT \$ 1,802,050.73

Change Order - To Date \$ 197,856.33

Change Order - This Period \$

TOTAL CHANGE AMOUNTS \$ 197,856.33

CURRENT REVISED

CONTRACT AMOUNT \$ 1,999,907.06

ACCEPTED:

By:

[Signature]

 Contractor (Authorized Signature)

Date: 1/19/2021

ACCEPTED:

By:

Toscana Isles Community Development District

[Signature]

 Alexander Hopkins, Chair, Board of Supervisors

Date: 1/19/21

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

6A

Toscana Isles Community Development District

1/4/21

City of Venice
City Engineer's Office
401 West Venice Avenue
Venice, FL 34285

Re: Toscana Isles, Unit II, Phase 7

To Whom It May Concern:

All labor and materials furnished and installed for the underground utilities at the above-referenced project are guaranteed for the period of one year from the date of final acceptance by the City of Venice City Council.

Sincerely,

Toscana Isles Community Development District

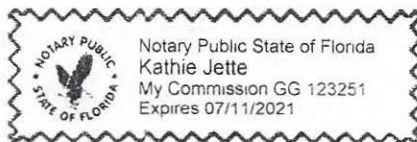

Alexander Hays
As Chair, Board of Supervisors

State of FLORIDA
County of Sarasota

Sworn to and subscribed before me, by means of physical presence or online notarization, this 4 day of January, 2021, by Alexander Hays.


Notary Public

Notary stamp:
Commission No. 66 123 251



**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

6B

Toscana Isles Community Development District

1/4/21

City of Venice
City Engineer's Office
401 West Venice Avenue
Venice, FL 34285

Re: Toscana Isles, Unit II, Phase 7

To Whom It May Concern:

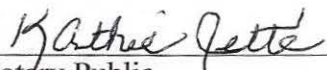
This letter is to certify that there are no liens in existence against any of the work involving the installation of the water distribution lines and sewage collection lines serving Toscana Isles, Unit II, Phase 7.

Sincerely,


Alexander Hays, as Chair, Board of Supervisors

State of FLORIDA
County of SARASOTA

Sworn to and subscribed before me, by means of physical presence or online notarization, this 4 day of January, 2021, by Alexander Hays.


Kathie Jette
Notary Public

Notary stamp:
Commission No. GG 123 251



**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

6C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT**, PARTY OF THE FIRST PART, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the CITY OF VENICE, PARTY OF THE SECOND PART, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, transfer, and deliver unto the party of the second part, its successors and assigns, all those certain goods and chattels located in the County of Sarasota and the State of Florida, more particularly described as follows:

All pipelines, pipes, tees, ells, manholes, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution system constructed and installed by the party of the first part in the subdivision and lands described as follows:

TOSCANA ISLES – UNIT II, Phase 7

It is the purpose and intent of the party of the first part to convey to the party of the second part, by this Bill of Sale, all property comprising said water distribution and waste water collection systems to and within the above described property, together with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts and agreements of the party of the first part in connection with said water distribution and waste water collection systems.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with, the aforesaid water distribution and wastewater collection systems, reserving however, similar non-exclusive easement rights in party of the first part for other utility purposes.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND THE PARTY OF THE FIRST PART does for itself and its successors covenant to and with the party of the second part, its successors and assigns, that it is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the same as aforesaid, and that it does warrant to defend the title and the sale of the said properties hereby made, unto the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and its name by its proper officers and its corporate seal to be affixed, this 4th day of January, 2021.

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Alexander Hays, as Chair, Board of Supervisors

WITNESSES:
Kathie Jette
Kathie Jette

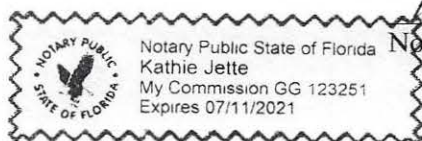
[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me, by means of physical presence or online notarization, this 4 day of January, 2021, by Alexander Hays.

[Signature]
Notary Public

Notary stamp:



**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

6D

CERTIFICATION

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Alexander Hays, as Chair, Board of Supervisors, Toscana Isles Community Development District, who being duly sworn, upon oath certifies:

That no advance or contributions in aid of construction, refundable or non-refundable, have been made by customers or potential customers of the City of Venice Utility Department, or by the owner or owners, past or present, of any lots or tracts being served by the water distribution system to and within that subdivision and lands known and described as:

Toscana Isles, Unit II, Phase 7 water distribution system

or by others (except as listed herein and here list any contributors if applicable)

for the connection of such facilities; that there are no past or existing agreements or understandings, oral or written, known to Affiant, with the customers or owners of the properties being serviced or to be served by such facilities which might adversely affect the operation of the water distribution and waste water collection systems or which might result in claims that all or some part of the cost of the water distribution and waste water collection systems has been contributed by any such person and might be regarded as direct or indirect contributions in aid of construction.

Dated at 8:20am, this 4 day of January, 2021.

TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Alexander Hays, as Chair, Board of Supervisors

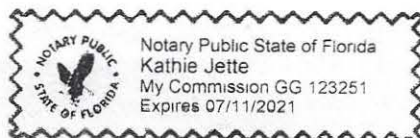
WITNESSES:

Kathie Jette [Signature]
Kathie Jette Amy Roberts

Sworn to and subscribed before me, by means of physical presence or online notarization, this 4 day of January, 2021, by Alexander Hays.

Kathie Jette
Notary Public

Notary Stamp:
Commission No. GG123251



**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

7

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2020**

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2020**

	General Fund	Debt Service Fund Series 2014	Debt Service Fund Series 2018	Capital Projects Fund Series 2014	Capital Projects Fund Series 2018	Total Governmental Funds
ASSETS						
Cash	\$ 435,929	\$ -	\$ -	\$ -	\$ -	\$ 435,929
Investments						
Reserve	-	713,877	856,884	-	-	1,570,761
Interest	-	-	2	-	-	2
Revenue	-	102,355	33,898	-	-	136,253
Construction	-	-	-	1	3,685,288	3,685,289
Due from general fund	-	414,342	-	-	-	414,342
Assessments receivable						
DR Horton	2,407	-	-	-	-	2,407
Various lots	643	9,525	-	-	-	10,168
Undeposited funds	1,453	-	-	-	-	1,453
Total assets	<u>\$ 440,432</u>	<u>\$ 1,240,099</u>	<u>\$ 890,784</u>	<u>\$ 1</u>	<u>\$ 3,685,288</u>	<u>\$ 6,256,604</u>
LIABILITIES						
Liabilities:						
Contracts payable	\$ -	\$ -	\$ -	\$ -	\$ 124,337	\$ 124,337
Retainage payable	-	-	-	-	454,957	454,957
Due to Developer	2,500	-	-	-	-	2,500
Due to debt service fund	414,342	-	-	-	-	414,342
Total liabilities	<u>416,842</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>579,294</u>	<u>996,136</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	3,050	9,525	-	-	-	12,575
Total deferred inflows of resources	<u>3,050</u>	<u>9,525</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,575</u>
FUND BALANCES						
Restricted for:						
Debt service	-	1,230,574	890,784	-	-	2,121,358
Capital projects	-	-	-	1	3,105,994	3,105,995
Unassigned	20,540	-	-	-	-	20,540
Total fund balances	<u>20,540</u>	<u>1,230,574</u>	<u>890,784</u>	<u>1</u>	<u>3,105,994</u>	<u>5,247,893</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 440,432</u>	<u>\$ 1,240,099</u>	<u>\$ 890,784</u>	<u>\$ 1</u>	<u>\$ 3,685,288</u>	<u>\$ 6,256,604</u>

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 20,653	\$ 20,653	\$ 38,533	54%
Assessment levy: off-roll	-	-	63,744	0%
Interest and miscellaneous	3	3	-	N/A
Total revenues	<u>20,656</u>	<u>20,656</u>	<u>102,277</u>	20%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	3,537	7,075	42,448	17%
Debt service fund accounting	625	1,250	7,500	17%
Legal	965	1,670	15,000	11%
Engineering	-	-	1,000	0%
Audit	-	-	4,400	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	167	333	2,000	17%
Trustee	-	-	10,236	0%
Telephone	16	33	200	17%
Postage	18	18	500	4%
Printing & binding	42	83	500	17%
Legal advertising	-	-	1,200	0%
Annual special district fee	-	175	175	100%
Insurance	-	7,000	7,275	96%
Contingencies/bank charges	30	56	500	11%
Website	-	-	705	0%
ADA website compliance	-	-	210	0%
Tax collector	310	310	602	51%
Total professional & administrative	<u>5,710</u>	<u>18,003</u>	<u>95,201</u>	19%
Excess/(deficiency) of revenues over/(under) expenditures	14,946	2,653	7,076	
Fund balances - beginning	5,594	17,887	23,600	
Assigned				
Three months working capital	29,106	29,106	29,106	
Unassigned	(8,566)	(8,566)	1,570	
Fund balances - ending	<u>\$ 20,540</u>	<u>\$ 20,540</u>	<u>\$ 30,676</u>	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014
FOR THE PERIOD ENDED NOVEMBER 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 420,651	\$ 420,651	\$ 788,697	53%
Interest	8	15	-	N/A
Total revenues	<u>420,659</u>	<u>420,666</u>	<u>788,697</u>	53%
EXPENDITURES				
Debt service				
Principal	175,000	175,000	175,000	100%
Principal prepayment	40,000	40,000	-	N/A
Interest	293,094	293,094	581,156	50%
Tax collector	6,310	6,310	12,323	51%
Total expenditures	<u>514,404</u>	<u>514,404</u>	<u>768,479</u>	67%
Excess/(deficiency) of revenues over/(under) expenditures	(93,745)	(93,738)	20,218	
Fund balances - beginning	<u>1,324,319</u>	<u>1,324,312</u>	<u>1,276,257</u>	
Fund balances - ending	<u><u>\$ 1,230,574</u></u>	<u><u>\$ 1,230,574</u></u>	<u><u>\$ 1,296,475</u></u>	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED NOVEMBER 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,140,600	0%
Interest	35	69	-	N/A
Total revenues	<u>35</u>	<u>69</u>	<u>1,140,600</u>	0%
EXPENDITURES				
Debt service				
Principal	250,000	250,000	250,000	100%
Interest	445,769	445,769	886,069	50%
Total expenditures	<u>695,769</u>	<u>695,769</u>	<u>1,136,069</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	(695,734)	(695,700)	4,531	
Fund balances - beginning	<u>1,586,518</u>	<u>1,586,484</u>	<u>1,585,445</u>	
Fund balances - ending	<u><u>\$ 890,784</u></u>	<u><u>\$ 890,784</u></u>	<u><u>\$ 1,589,976</u></u>	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2014
FOR THE PERIOD ENDED NOVEMBER 30, 2020**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	1	1
Fund balances - ending	<u><u>\$ 1</u></u>	<u><u>\$ 1</u></u>

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED NOVEMBER 30, 2020**

	Current Month	Year To Date
	<u> </u>	<u> </u>
REVENUES		
Interest	\$ 135	\$ 316
Total revenues	<u>135</u>	<u>316</u>
 EXPENDITURES		
Capital outlay	<u>1,022,318</u>	<u>1,078,937</u>
Total expenditures	<u>1,022,318</u>	<u>1,078,937</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (1,022,183)	 (1,078,621)
 Fund balances - beginning	 <u>4,128,177</u>	 <u>4,184,615</u>
Fund balances - ending	<u><u>\$ 3,105,994</u></u>	<u><u>\$ 3,105,994</u></u>

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

8A

DRAFT

**MINUTES OF MEETING
TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Toscana Isles Community Development District held a Regular Meeting on December 2, 2020, at 10:00 a.m., at the offices of Vanguard Land, LLC, located at 6561 Palmer Park Circle, Suite B, Sarasota, Florida 34238.

Present were:

Alex Hays	Chair
Brian Watson	Vice Chair
Daniel Peshkin	Assistant Secretary
Jeffrey Sweater	Assistant Secretary
Michael LaBoe	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Dana Collier (via telephone)	District Counsel
Steve Wood	Resident
Thomas Hart	Resident
John Peshkin	Vanguard Land, LLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at approximately 10:02 a.m. All Supervisors were present. The meeting was held outside at the Vanguard offices, the scheduled meeting location, to adhere to COVID-19 safety guidelines. Due to weather conditions, and after vetting legal procedures with District Counsel, Ms. Cerbone asked the Board Members if they wanted to continue holding the meeting in the parking lot of the Vanguard offices or relocate to the Comfort Suites, at 5690 Honore Avenue, Sarasota, Florida 34233, at which a conference room was reserved.

Mr. Hays supported relocating the meeting and motioned to recess the meeting and continue it at the hotel. Mr. LaBoe asked why his proposed change of the meeting location to the Clubhouse was not an option. Ms. Cerbone stated that the response from the Clubhouse

39 Property Manager was that the facility was not open to take reservations. Discussion ensued
40 regarding why the response was not sent to the Board and District Counsel's input stating that
41 Ms. Cerbone was not required to respond to Mr. LaBoe's request to view the email before the
42 meeting recessed.

43 **Due to contentious discussions and with an open motion on the floor, Ms. Cerbone**
44 **recessed the meeting at 10:05 a.m. The meeting reconvened at 10:15 a.m.**

45 Ms. Cerbone reiterated the available meeting location options and the open motion
46 regarding recessing and reconvening the meeting at the Comfort Suites. She posed the
47 question raised prior to the meeting recessing, in which, Ms. Collier stated that Ms. Cerbone
48 was not required to provide Mr. LaBoe the email in the parking lot.

49 Ms. Cerbone stated that, if the Board decided to relocate the meeting, she would
50 provide the email to Mr. LaBoe upon arrival at the hotel. Discussion ensued between Mr. LaBoe
51 and District Counsel and Ms. Collier explained the protocol of continuing business and allowing
52 District Staff a reasonable amount of time to provide documents to the requestor. A Notice
53 indicating the new meeting location and address was posted on Vanguard's office door.

54

55 **On MOTION by Mr. Hays and seconded by Mr. Peshkin, with Mr. Hays, Mr.**
56 **Peshkin, Mr. Watson and Mr. Sweater in favor, and Mr. LaBoe dissenting,**
57 **recessing the meeting at 10:17 a.m. and reconvening at the Comfort Suites**
58 **conference room, at 5690 Honore Avenue, Sarasota, Florida 34233, was**
59 **approved. [Motion passed 4-1]**

60

61

62 **The meeting reconvened at the Comfort Suites at 10:34 a.m.**

63 Ms. Cerbone gave an overview of the reason for moving the meeting to the hotel, why
64 the meeting was held at Vanguard and not the Clubhouse, which was voted on at the prior
65 meeting and her recommendation to relocate the meeting to the hotel due to the weather
66 conditions. She gave an overview of the discussions and actions that transpired prior to the
67 meeting being recessed and stated that she gave Mr. LaBoe and the other Board Members a
68 copy of the requested document.

69 Ms. Cerbone stated that, as the Facilitator, she sets the protocol to hold a productive
70 meeting and, if speech and tone is combative, Board Members can call a point of order that

71 requires all discussions to stop, in order for everyone to compose themselves, after which she
72 would then resume the discussions. She polled the Board Members, which required her to call a
73 point of order; however, each Board Member then replied they were comfortable and would
74 comply with the protocol.

75 ▪ **Continued Roll Call**

76 All Supervisors were present.

77 ▪ **Supervisor LaBoe – Discussion of Landowners’ Meeting**

78 **This item, previously part of the Seventh Order of Business, was presented out of**
79 **order.**

80 Ms. Cerbone stated that Mr. LaBoe asked for this item to be added to the agenda. Mr.
81 LaBoe noted that the agenda title differed from the title he provided to Ms. Cerbone.

82 Mr. LaBoe referred to the November 18, 2020 Landowners’ Meeting and asked if Ms.
83 Cerbone’s statement of LALP Development, LLC having 311 voting units available to cast, which
84 she certified with the Sarasota County Property Appraiser’s office, was correct. Ms. Cerbone
85 stated that the general concept was correct; however, she would like to listen to the audio as
86 she did not believe she used the word certify. Mr. Hays stated he felt comfortable with how
87 the Landowners’ Election was conducted and about the proper votes and proxies of the various
88 parties; however, he was uncertain if the District Manager’s office or other Board Members
89 shared his opinion. Another Board Member concurred. Mr. Sweater was fine with the results,
90 unless additional data to prove otherwise could be provided.

91 Mr. LaBoe referred to the information taken from the Property Appraiser’s office
92 regarding Parcel #0375080001 and asked why the property records showed zero square feet
93 and the proxy was for 174 acres. Mr. Hays stated that the Property Appraiser’s website also
94 shows platted tracks for that Parcel I.D. and square footage, which, added up, would total the
95 amount on the proxy form.

96 Ms. Cerbone stated that she provided Mr. LaBoe with most of the information he
97 requested from the last meeting and asked Board Members to email her with questions prior to
98 the meeting so she has time to research, to avoid further frustrations.

99 Mr. LaBoe asked Ms. Collier if the District is responsible for the yearly maintenance
100 costs associated with the common areas and the lakes that LALP Development owns. He

101 referenced Parcel #0375080001 and Parcel #0375040001 and asked Ms. Collier to repeat his
102 request. Ms. Collier complied and stated she would research ownership and maintenance of
103 the properties. Ms. Cerbone would also email the information to Ms. Collier, along with the
104 CDD Maintenance Agreement with the HOA and the Stormwater Association. In response to a
105 question, Ms. Cerbone stated that only one person attempted to cast a ballot for Mr. LaBoe but
106 had ripped up the document since Mr. LaBoe was already an elected Supervisor, via the
107 General Election.

108 Mr. Sweater suggested providing formal training to new Board Members, so they
109 understand the process, how things work and their assigned responsibilities, in order to hold
110 efficient meetings. Ms. Cerbone stated that Board Members and residents may call her with
111 questions. She offered, with Board approval, to hold a Workshop, which would also be open to
112 the public. Workshops are held for discussion purposes only; the Board may not take action at
113 the Workshop and must wait until the next regular meeting to take any action.

114 Ms. Cerbone stated that the change of wording in the agenda title was made in
115 coordination with input from District Counsel. She would blind copy District Counsel's response
116 to Mr. LaBoe and to the remaining Board Members. This item would remain on the agenda for
117 follow up discussions.

118

119 **SECOND ORDER OF BUSINESS**

**Update: Communications to Members of
the Public**

120

121

122 Ms. Cerbone received communications from a Board Member and Staff but had not
123 received any communications from the members of the public.

124

125 **THIRD ORDER OF BUSINESS**

Public Comments

126

127 No members of the public spoke.

128

129 **FOURTH ORDER OF BUSINESS**

Approval of Requisition(s)

130

131 In response to Mr. Sweater's earlier comment regarding training, Ms. Cerbone explained
132 that the Developer, for transparency reasons, requested that requisitions be placed on the

133 agenda, although it is not required. A process was already in place with the District Engineer
134 certifying requisitions and transmitting them to the District Management office and then the
135 requisitions are forwarded to the Trustee to release construction funds. A statement in the
136 agenda indicates that full documents are available as a matter of public record, upon request.
137 The Board chose to accept questions on agenda items instead of presenting them individually.

- 138 **A. 200, Nostalgic Lampposts & Mailboxes Plus, Inc. [\$765.00]**
- 139 **B. 201, Boone, Boone & Boone, P.A. [\$2,087.80]**
- 140 **C. 202, AM Engineering, LLC [\$5,000.00]**
- 141 **D. 203, U.S. A. Services of Florida, Inc. [\$500.00]**
- 142 **E. 204, Guy's Hauling & Dumpster Services, Inc. [\$1,327.39]**
- 143 **F. 205, Environmental Consulting & Technology, Inc. [\$990.00]**
- 144 **G. 206, Juniper Landscaping of Florida, LLC [\$550,257.74]**
- 145 **H. 207, Lomski Engineering & Testing, Inc. [\$15,750.00]**
- 146 **I. 208, LALP Development, LLC [\$8,064.15]**
- 147 **J. 209, Core & Main [\$102,299.11]**
- 148 **K. 210, AM Engineering, LLC [\$3,039.80]**
- 149 **L. 211, Rusty Plumbing Company, Inc. [\$150,722.26]**
- 150 **M. 212, Juniper Landscaping of Florida, LLC [156.80]**
- 151 **N. 213, Becerra Construction of Central Florida, Inc. [\$22,735.00]**
- 152 **O. 214, Guy's Hauling & Dumpster Service, Inc. [\$95.00]**
- 153 **P. 215, Pennuto Underground Cable and Conduit, Inc. [\$2,247,000]**
- 154 **Q. 216, Raymond Building Supply, LLC [\$4,429.52]**
- 155 **R. 217, AM Engineering, LLC [\$577.50]**
- 156 **S. 218, Lomski Engineering & Testing, Inc., [\$8,604.00]**
- 157 **T. 219, Guy's Hauling & Dumpster Service, Inc. [\$459.09]**
- 158 **U. 220, Precision Gate & Security, Inc. [\$350.00]**
- 159 **V. 221, Care Electric, Inc. [\$6,645.00]**
- 160 **W. 222, LALP Development, LLC [\$51.13]**
- 161 **X. 223, Becerra Construction of Central Florida, Inc. [\$6,448.75]**
- 162 **Y. 224, Guy's Hauling & Dumpster Service, Inc. [\$482.88]**

163 **Z. 225, Sarasota Land Services, Inc. [\$70,687.99]**

164 **AA. 226, CCI Carpentry, Inc. [\$3,272.00]**

165 Mr. LaBoe posed the following questions, some for which answers were provided in the
166 meeting and, answers to questions that required further research, would be emailed to him, as
167 the questions were not submitted to Management prior to the meeting:

168 ➤ **Item 4I, Requisition 208, LALP Development, LLC [\$8,064.15]:** Which category did the
169 Upbeat Site Furnishing invoice for a bike rack, in the amount of \$719.85, apply to in the
170 District's Engineer's CIP estimated construction cost.

171 Mr. LaBoe asked for a legal opinion on Board Supervisors using the Series 2018 bond
172 funds for this expense. Ms. Collier stated she would email an answer after reviewing the bond
173 documents and invoice. Mr. Hays stated the category was "Roadways, Sidewalks & Pathways".

174 ➤ **Item 4U, Requisition 220, Precision Gate & Security, Inc. [\$350.00]:** Why were the
175 Precision Gate & Security Inc., invoices paid, as the gates have not worked since June 2019.

176 At Mr. Hays' request, Ms. Cerbone explained that the role of the Board of Supervisors is
177 to provide the overall direction for the District. Requisitions are presented as a point of
178 reference, as the Chair or District Manager were delegated to interact with the various
179 contractors and to manage the contracts, in that the Developer manages the construction of
180 the CIP and the District Engineer reviews and certifies that the requisition expenses have met
181 the criteria listed in prior documents. Mr. LaBoe asked who inspected the work to ensure its
182 completion and does the District Engineer sign off on the invoices. Ms. Cerbone stated the
183 District Engineer is responsible for signing, sealing and certifying all requisitions.

184 ➤ **Item 4J, Requisition 209, Core & Main [\$102,299.11]:** Referring to the purchase of
185 shovels, can the District use the Series 2018 Series Bond funds for capital purchases.

186 Discussion ensued. Ms. Collier stated she would email Mr. LaBoe the information of how
187 the Series 2018 Bond funds were intended to be spent. Discussion ensued regarding the CDD's
188 tax exempt status, blanket purchase orders, request that Board Members submit questions
189 prior to the meetings, the option to schedule a workshop for new Board Members and whether
190 Supervisors approving requisitions negates the liability of the District Engineer.

191 ➤ **Item 4X, Requisition 223, Becerra Construction of Central Florida, Inc. [\$6,448.75] and**
192 **Item 4AA, Requisition 226, CCI Carpentry, Inc. [\$3,272.00]**

193 Mr. LaBoe requested a legal opinion on the Board Supervisors using the Series 2018
194 bond funds for Unit 1 expenses and asked if it was noted in the Master Trust Agreement or
195 Indenture. Ms. Collier stated she would email the answer to Mr. LaBoe after reviewing the bond
196 documents and invoice and would send those documents to him.

197

198 **On MOTION by Mr. Hays and seconded by Mr. Peshkin, with Mr. Hays, Mr.**
199 **Peshkin and Mr. Watson in favor and Mr. LaBoe and Mr. Sweater dissenting,**
200 **Requisitions 200 to 226, as listed, were approved. [Motion passed 3-2]**

201

202

203 Going forward, requisitions would continue to be included in the agenda package.

204 Ms. Cerbone polled the Board and each Board Member stated they would submit
205 questions to the District Manager prior the meetings in order to have productive meetings. She
206 suggested placing the requisitions on the agenda, monthly, to allow Supervisors more time for
207 review; other options would be offered to the Board at the next meeting.

208

209 **FIFTH ORDER OF BUSINESS**

**Ratification of Contract(s)/Change
Order(s)/Purchase Order(s)/Proposal(s)**

210

211

212 Ms. Cerbone presented the following and explained each expense:

213 **A. Change Order: Sarasota Land Services, Inc., Change Order #7, for Replacement of**
214 **Unsatisfactory Subgrade Material and Crushed Concrete**

215 Mr. LaBoe asked if Sarasota Land Services, Inc., (SLS) was the same contractor who
216 installed substandard materials that needed to be replaced and if the GeoTech Engineer was
217 employed by AM Engineering. He requested copies of contracts from SLS and contracts for
218 roadwork and road milling.

219

220 **On MOTION by Mr. Watson and seconded by Mr. Peshkin, with Mr. Hays, Mr.**
221 **Peshkin and Mr. Watson in favor and Mr. Sweater and Mr. LaBoe dissenting,**
222 **Sarasota Land Services, Inc., Change Order #7, to remove and replace materials**
223 **and install additional crushed concrete, in a not-to-exceed amount of**
224 **\$12,982.51, was ratified and/or approved. [Motion passed 3-2]**

225

226

227 **B. Contract: Duraserv Corp dba Action Automatic Door and Gate Contract for Entry Gates**
228 **Project**

229 Mr. LaBoe asked if the project went out for bid. While Ms. Collier reviewed the Florida
230 Statutes to determine the construction threshold amount required to go out to bid, the next
231 item followed.

232 **C. Proposal: Juniper Landscaping of Florida, LLC Proposal 97216 for Lot 659 Mainline**
233 **Break Repair**

234 Mr. Sweater asked if the contractor should be held responsible and be required to pay
235 for the damages they cause. Mr. Hays stated typically, yes; however, contractors are sometimes
236 unaware that certain underground infrastructure was installed, although they try to coordinate
237 the contractors on site.

238 Mr. LaBoe asked for the name of the on-site Construction Manager for the 2018 project
239 and asked if the on-site Manager researched who may have broken the items. Mr. Hays stated
240 that the Board authorized the Chair and the District Manager to manage the various contracts
241 and day-to-day operations of the construction. In response to Mr. LaBoe's question, Ms. Collier
242 confirmed that the Chair and District Manager, pursuant to a Resolution, were delegated the
243 authority to conduct the on-site activity with regard to construction on that project.

244

245 **On MOTION by Mr. Peshkin and seconded by Mr. Hays, with Mr. Hays, Mr.**
246 **Peshkin and Mr. Watson in favor and Mr. Sweater and Mr. LaBoe dissenting,**
247 **Juniper Landscaping of Florida, LLC Proposal 97216 for Lot 659 Mainline Break**
248 **Repair, in a not-to-exceed amount of \$166.69, was ratified and/or approved.**
249 **[Motion passed 3-2]**

250

251

252 **▪ Contract: Duraserv Corp dba Action Automatic Door and Gate Contract for Entry Gates**
253 **Project**

254 **Discussion of this item, Item 5B, resumed.**

255 Ms. Collier stated that, pursuant to the District's Rules and Florida Statutes, the District's
256 threshold amount to require a Request for Proposals (RFP) Notice of Invitation to bid for
257 construction contracts was over \$500,000.

258

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On MOTION by Mr. Peshkin and seconded by Mr. Hays, with Mr. Peshkin, Mr. Hays and Mr. Watson in favor and Mr. Sweater and Mr. LaBoe dissenting, the Duraserv Corp dba Action Automatic Door and Gate Contract for Entry Gates Project, in a not-to exceed amount of \$27,750, was ratified and/or approved. [Motion passed 3-2]

264
265
266

D. Proposal: CCI Carpentry, Inc. Mailbox Framing Proposal

267

Mr. Sweater asked to change his vote on Agenda Item 5C.

268

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On MOTION by Mr. Peshkin and seconded by Mr. Hays, with all in favor, reconsideration of the prior motion on the Juniper Landscaping of Florida, LLC, Proposal 97216 for Lot 659 Mainline Break Repair, in a not-to-exceed amount of \$166.69, was approved.

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ON MOTION by Mr. Peshkin and seconded by Mr. Hays, with Mr. Hays, Mr. Peshkin, Mr. Sweater and Mr. Watson in favor and Mr. LaBoe dissenting, the Juniper Landscaping of Florida, LLC Proposal 97216 for Lot 659 Mainline Break Repair, in a not-to-exceed amount of \$166.69, was ratified and/or approved. [Motion passed 4-1]

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282

Mr. LaBoe asked again for the legal opinion on Board Supervisors using the Series 2018 bond funds for Unit 1 expenses.

284

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288

On MOTION by Mr. Hays and seconded by Mr. Peshkin, with Mr. Hays, Mr. Peshkin and Mr. Watson in favor and Mr. Sweater and Mr. LaBoe dissenting, the CCI Carpentry, Inc., Mailbox Framing Proposal, in a not-to-exceed amount of \$3,272, was ratified and/or approved. [Motion passed 3-2]

289
290

SIXTH ORDER OF BUSINESS

Staff Reports

291
292
293

A. District Counsel: *Straley Robin Vericker*

294

There being no report, the next item followed.

295

B. District Engineer: *AM Engineering, LLC*

296

There being no report, the next item followed.

297

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

298 I. Discussion: Full Agenda Documents Upon Request

299 Per the Board's request, all supporting materials listed on the agenda, would be
300 included in the agenda package.

301 II. NEXT MEETING DATE: December 16, 2020 at 10:00 A.M.

302 o QUORUM CHECK

303 The next meeting would be held December 16, 2020 at 10:00 a.m. Supervisors gave
304 suggestions on where to hold the next meeting to accommodate over 40 attendees. Discussion
305 ensued regarding location options and changing capacity to 25. Ms. Cerbone was asked to book
306 and advertise the Comfort Suites location until the Clubhouse becomes available to take
307 reservations, negotiate fees for the next six meetings, find other locations to accommodate 25
308 people and email follow up questions to the Property Manager regarding when the Clubhouse
309 would take reservations and transmit the response to the Board, upon receipt.

310

311 **On MOTION by Mr. Peshkin and seconded Mr. Hays, with all in favor,**
312 **authorizing Ms. Cerbone to schedule the December 16, 2020, 10:00 a.m.,**
313 **meeting at the Comfort Suites, 5690 Honore Avenue, Sarasota, Florida 34233,**
314 **and present additional information, as requested by the Board, on the**
315 **availability of the Clubhouse and other options in the vicinity, was approved.**

316

317

318 SEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

319

320 • Supervisor LaBoe – Discussion of Landowners' Meeting

321 This item was presented following the First Order of Business.

322 Mr. LaBoe referred to the Florida Statute as to records kept at the Local Records Office
323 and asked for the legal definition of the meaning of the term "any and all corporate acts". Ms.
324 Collier stated that, the term "any and all corporate acts" is not defined in the Statute. When
325 read in the context of Subsection 7 of the Florida Statutes, with regard to the permanent record
326 book, documents such as meeting minutes, Resolutions and items that identify any corporate
327 action of the CDD are the types of items that one would consider would be in the permanent
328 record of proceedings of the CDD. Other items, related to RFP bids, contracts, financial
329 statements, etc., fall under public records law. She further explained to Mr. LaBoe the

330 difference between corporate acts and public records items and the types of items that would
331 be in the permanent record book of the CDD.

332 Mr. LaBoe asked when the terms of Supervisors Peshkin and Hays expire. Ms. Cerbone
333 stated in November 2022.

334

335 **EIGHTH ORDER OF BUSINESS**

Public Comments

336

337 Resident Steve Wood stated that he observed cracks every 20' on newly paved
338 roadways and he was concerned about replacing curbing that should last 20/30 years. He
339 noted the location of several sewer grates that, in his opinion, pose a potential safety hazard.
340 He stated he was attending the meeting to ensure that funds are being spent properly.

341 Mr. LaBoe asked if the work being performed by CURBCO was related to the \$31,000
342 contract for 775 lineal feet that was approved at the last meeting. Mr. Hays replied
343 affirmatively. Despite it being noted earlier in the meeting that Ms. Collier would provide Mr.
344 LaBoe with answers following further research, Mr. LaBoe again reiterated his request for a
345 legal opinion regarding Board Supervisors using the Series 2018 bond funds for Unit 1 expenses.

346

347 **NINTH ORDER OF BUSINESS**

Adjournment

348

349 There being nothing further to discuss, the meeting adjourned.

350

On MOTION by Mr. Sweater and seconded by Mr. Hays, with all in favor, the meeting adjourned at 12:48 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

8B

DRAFT

**MINUTES OF MEETING
TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Toscana Isles Community Development District held a Regular Meeting on December 16, 2020, at 10:00 a.m., at the Comfort Suites Sarasota-Siesta Key, 5690 Honore Avenue, Sarasota, Florida 34233.

Present were:

Alex Hays	Chair
Brian Watson	Vice Chair
Daniel Peshkin	Assistant Secretary
Jeffrey Sweater	Assistant Secretary
Michael LaBoe	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
John Vericker	District Counsel
John Peshkin (via telephone)	Developer
Mike Paganelli	Resident
Thomas Hart	Resident
John Huot	Resident
Steve Wood	Resident
Bob _____	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:00 a.m. All Supervisors were present.

Ms. Cerbone explained before taking any public comment that this section gives the public the opportunity to make comments or ask questions; however, the Board and Staff are not required to give any response during the meeting.

SECOND ORDER OF BUSINESS

Update: Communications to Members of the Public

40 Ms. Cerbone received communications from Board Members and Staff but had not
41 received any communications from the members of the public.

42

43 **THIRD ORDER OF BUSINESS**

Public Comments

44

45 Resident Mike Paganelli thanked the Board for a wonderful job on the tennis court
46 resurfacing project and asked for one court to be pressure washed, as overspray from the
47 mailbox roof project caused damage. He asked for gutters to be installed on the roof housing
48 the mailboxes and something to be done about the mulch beds and debris coming onto the
49 courts after it rains.

50 Mr. Hays stated that contractors were already engaged to pressure wash the parking lot
51 and the courts and to install gutters; the area would be inspected upon completion of those
52 projects to determine if any additional work is necessary.

53

54 **FOURTH ORDER OF BUSINESS**

Approval of Requisition(s)

55

56 Ms. Cerbone reported that there were no requisitions but at least three would be
57 presented at the next meeting.

58

59 **FIFTH ORDER OF BUSINESS**

**Ratification of Contract(s)/Change
Order(s)/ Purchase Order(s)/Proposal(s)**

60

61 Ms. Cerbone presented the following items:

- 62
- 63 **A. Proposal: Juniper Landscaping of Florida, LLC Proposal 93033 for East Lift Station**
 - 64 **Screening**
 - 65 **B. Proposal: Juniper Landscaping of Florida, LLC Proposal 94454 for Mailbox Renovation**
 - 66 **C. Proposal: Juniper Landscaping of Florida, LLC Proposal 95003 for Restoration of**
 - 67 **Landscaping Around FPL Transformer Box Following Sitework Activities**

68

69 **On MOTION by Mr. Hays and seconded by Mr. Peshkin, with all in favor, the**
70 **Juniper Landscaping of Florida LLC Proposals 93033, 94454 and 95003, as**
71 **presented, were ratified and/or approved.**

72

73

74 **SIXTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
75 **Statements as of October 31, 2020**
76

77 Ms. Cerbone presented the Unaudited Financial Statements as of October 31, 2020.
78

79 **On MOTION by Mr. Sweater and seconded by Mr. Peshkin with all in favor, the**
80 **Unaudited Financial Statements as of October 31, 2020, were accepted.**
81

82
83 **SEVENTH ORDER OF BUSINESS** **Approval of Minutes**
84

85 **A. November 18, 2020 Landowners' Meeting**

86 **B. November 18, 2020 Regular Meeting**

87 Ms. Cerbone presented the Meeting Minutes listed above.

88 Mr. LaBoe referred to Lines 159 and 209 and read the edits that he submitted to Ms.
89 Cerbone during the meeting, which he transcribed from his personal recording of the last
90 meeting. Mr. Hays expressed his opinion that the minutes in the agenda were accurate and
91 provided an overall synopsis of what occurred at the meeting; therefore, without the chance to
92 listen to the recording for accuracy, he did not support amending the minutes.

93 Ms. Cerbone polled the other Supervisors. Mr. Sweater recommended tabling the
94 minutes to the next meeting so Staff could listen to the audio and determine the accuracy of
95 the minutes. Ms. Cerbone stated that, once she has polled everyone, she would present the
96 options and may ask District Counsel for further clarification. Mr. Peshkin had no comment. Mr.
97 Watson wanted District Counsel's input. Ms. Cerbone presented the voting options.
98

99 **On MOTION by Mr. LaBoe and seconded by Mr. Sweater, with Mr. LaBoe and**
100 **Mr. Sweater in favor and Mr. Hays, Mr. Peshkin and Mr. Watson dissenting,**
101 **the November 18, 2020 Landowner's Meeting Minutes, as presented, and the**
102 **November 18, 2020 Regular Meeting Minutes, as amended to incorporate the**
103 **edits Mr. LaBoe presented and submitted in writing to Management during the**
104 **meeting, were not approved. [Motion failed 2-3]**
105
106

107 Mr. Hays motioned to approve the minutes in the agenda and stated that the audio is
108 available, as public record, and reiterated that the minutes are a synopsis of what occurred at
109 the meeting.

110

111 **On MOTION by Mr. Hays and seconded by Mr. Peshkin, with Mr. Hays, Mr.**
112 **Peshkin and Mr. Watson in favor and Mr. LaBoe and Mr. Sweater dissenting,**
113 **the November 18, 2020 Landowner’s Meeting Minutes and the November 18,**
114 **2020 Regular Meeting Minutes, as presented, were approved. [Motion passed**
115 **3-2]**

116

117

118 **EIGHTH ORDER OF BUSINESS**

Staff Reports

119

120 **A. District Counsel: *Straley Robin Vericker***

121 Mr. Vericker distributed responses to questions posed to Ms. Collier at a previous
122 meeting about the Series 2018 Bond Construction Funds and bicycle racks expenses. He stated
123 that the bicycle racks were included in the Engineer’s Report and were part of the Countywide
124 Sidewalk and Trail System. He deemed it a legitimate expenditure, as they serve the entire
125 community.

126 Mr. Vericker stated that he identified several common areas parcels that are scheduled
127 to go to the Association and some to the District, which would need to be completed, prior to
128 the final certification of completion being issued and prior to November, 2022, when the
129 District’s final Board seats transition over to the General Election process.

130 Mr. LaBoe asked about the status of his other questions that were missing. He posed
131 and Mr. Vericker responded to the following questions:

132 ➤ Core & Main purchases: Do the Series 2018 Bond funds allow the Board to approve
133 capital item purchases?

134 Mr. Vericker stated that construction funds can be used to purchase construction
135 equipment or related items and noted that the District Engineer is responsible for reviewing the
136 requisitions and determining that the items purchased are part of the public project.

137 ➤ Can the Board use the Series 2018 Bond funds for Unit 1 expenses?

138 Mr. Vericker stated, as noted above, the District Engineer reviews the requisitions and
139 the Report to determine that the items purchased are to be used community wide.

140 **B. District Engineer: *AM Engineering, LLC***

141 There being no report, the next item followed.

142 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

143 **I. Discussion: Alternate Meeting Locations and Dates**

144 Ms. Cerbone stated that she was unable to find another meeting room that could
145 accommodate 25 people, which was a directive from the Board at the last meeting; therefore,
146 she recommended holding the meetings at Comfort Suites, until a larger venue becomes
147 available or COVID-19 constraints change.

148 Ms. Cerbone proposed meeting once a month to allow Staff time to retrieve, compile
149 and prepare agenda materials. She distributed the proposed Fiscal Year 2021 Meeting Schedule
150 and stated that she discussed these changes with District Staff to confirm there were no
151 schedule conflicts. Mr. LaBoe asked why the Clubhouse was not available, since it was open and
152 held other functions. Mr. Hays stated the Clubhouse was not taking reservations. Ms. Cerbone
153 stated that she would email the Association Manager monthly to see if they were accepting
154 reservations and the response would be included in the agenda and added to the District
155 Manager's Report, as Clubhouse Update.

156

157 **On MOTION by Mr. Watson and seconded by Mr. Hays, with Mr. Watson, Mr.**
158 **Hays, Mr. Peshkin and Mr. Sweater in favor and Mr. LaBoe dissenting, the**
159 **meeting dates and location changes and the Revised Fiscal Year 2020/2021**
160 **Meeting Schedule, as presented, was approved. [Motion passed 4-1]**

161

162 **II. Discussion: Workshop**

163 Ms. Cerbone recalled Mr. Sweater's request to hold a workshop/training session for
164 new Board Members and explained that she typically has individual phone conversations with
165 new Supervisors to recap information about CDDs; the calls may include District Counsel and
166 the District Engineer. Mr. Sweater withdrew his request, as no others showed interest and due
167 to the costs to holding a workshop.

168 **III. NEXT MEETING DATE: January 6, 2021 at 10:00 A.M.**

169 **• QUORUM CHECK**

170 The next meeting would be held January 27, 2021 at 10:00 a.m., in coordination with
171 the newly revised Fiscal Year 2021 Meeting Schedule, instead of January 6, 2021.

172 The Board agreed with Ms. Cerbone's request to authorize her to work with District
173 Counsel to prepare a Resolution addressing how meetings should be conducted and to prepare
174 bullet points related to procedural matters, decorum and meeting length and content in order
175 to hold effective and efficient meetings.

176 This item would be placed on the next agenda.

177

178 **NINTH ORDER OF BUSINESS**

Board Members' Comments/Requests

179

180 **A. Discussion: 2018 Project with Respect to Cracking Occurring in New Concrete Curbing**
181 **Construction Within Unit #2, Phases 5 & 6**

182 Mr. LaBoe referred to his email in the agenda and noted that Agenda Item B was already
183 discussed. He stated that residents photographed several structural cracks in the curbing and
184 roadway, related to the 2018 Project within Unit #2, Phases 5 and 6. He noted that Curbcoco
185 completed some repairs in Unit #1 and that the same issues were occurring in Unit #2, which
186 are only vacant lots. He asked what the on-site Project Manager was doing about these issues.
187 He suggested involving the City Engineer and City Inspector by scheduling an on-site public
188 meeting to inspect Unit #2, Phases 5 and 6, to address curbing and roadway structures, as both
189 visited, at his request, to inspect and then had the storm sewer drain repaired. Mr. Hays stated
190 that the statement about the City Inspector mandating those repairs was inaccurate, as he is
191 the person managing the corrections and he had already made the contractor aware of those
192 items; the City Inspector never provided any direction to make those changes. The roadway
193 materials that were used were standard, appropriate and symmetric; there were no concerns
194 there and they are continuing to proceed with the repairs.

195 Discussion ensued regarding who pays for the repairs, the request to appoint a Board
196 Member to meet on site with City Staff and the existing Resolution that appointed Mr. Hays and
197 Ms. Cerbone as the only authorized individuals to interact with construction-related vendors
198 and possibly changing that designation in the future. Mr. Hays stated he did not support
199 holding an additional meeting; he had confidence in the ability of the District Engineer and
200 Management appointed to address these issues.

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On MOTION by Mr. LaBoe and seconded by Mr. Sweater, with Mr. LaBoe and Mr. Sweater in favor and Mr. Hays, Mr. Watson and Mr. Peshkin dissenting, holding a Special Public Meeting with the Board, the City Engineer and the City Inspector as attendees, on site at Unit #2, Phases 5 and 6, at a specific intersection, to discuss structural cracks in the curbing and the road surfaces that were documented in resident photographs, and to notice, accordingly, was not approved. [Motion failed 2-3]

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B. Discussion: Mailbox Roof Structure Project

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This item was addressed during the Third Order of Business.

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TENTH ORDER OF BUSINESS

Public Comments

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Mr. Paganelli suggested that Staff contact the Elk's Club to determine room availability for District meetings, as they can accommodate large groups.

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Mr. LaBoe thanked Mr. Paganelli for his suggestion, as, in his opinion, it would allow enough space for residents to begin participating in CDD meetings. The Board Members voiced their opinions. Some wanted to change the meeting location, if Staff received confirmation that the Elk's Club can accommodate the District and others wanted to hold the January meeting at the Comfort Suites, until Staff returns with information about availability.

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On MOTION by Mr. LaBoe and seconded by Mr. Sweater, with Mr. LaBoe and Mr. Sweater in favor and Mr. Peshkin, Mr. Watson and Mr. Hays dissenting, authorizing Ms. Cerbone to contact the Elks Club to confirm availability for District Meetings, based on the newly revised Meeting Schedule, was not approved. [Motion failed 2-3]

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ELEVENTH ORDER OF BUSINESS

Adjournment

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234

There being nothing further to discuss, the meeting adjourned.

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236

On MOTION by Mr. Watson and seconded by Mr. Sweater, with all in favor, the meeting adjourned at 11:14 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

9ci

From: Shelly Williams <swilliams@accessdifference.com>
Date: January 15, 2021 at 9:25:48 AM EST
To: Cindy Cerbone <cerbonec@whhassociates.com>
Cc: Daniel Rom <romd@whhassociates.com>
Subject: RE: Toscana Isles CDD - recurring follow up as requested by the CDD board

Good morning Cindy.

The clubhouse at Toscana Isles is not accepting reservations at this time. There is no ETA on when reservations will begin being accepted. Please let me know if you have any other questions. Have a great day.

Shelly Williams, LCAM
Association Manager – Toscana Isles
2970 UNIVERSITY PARKWAY, SUITE 101
SARASOTA, FL 34243
215 Celebration Place, Suite 115, Celebration, FL 34747
p: (941) 263-3147
w: accessdifference.com



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From: Cindy Cerbone <cerbonec@whhassociates.com>
Sent: Thursday, January 14, 2021 5:21 PM
To: Shelly Williams <swilliams@accessdifference.com>
Cc: Daniel Rom <romd@whhassociates.com>
Subject: FW: Toscana Isles CDD - recurring follow up as requested by the CDD board

Shelly,

Good evening!

Back in December I sent you an email to let you know that I would be contacting you on a monthly basis to get an update on:

- Whether or not the clubhouse is accepting reservations again
 - If so, what are the new (if any new) requirements
 - If no reservations are being accepted yet, is there an ETA for accepting reservations

Our email exchange will be placed in the agenda package for the CDD board meeting. The dates are listed in the email below as well as in the attachment to this email.

Would you please respond not later than Monday, January 18th?

Thank you,

Cindy

Cindy Cerbone

District Manager

E-Mail: cerbonec@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

Cell: (561)346-5294

Fax: (561)571-0013

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Wrathell, Hunt and Associates, LLC

From: Cindy Cerbone

Sent: Wednesday, December 16, 2020 5:45 PM

To: Shelly Williams <swilliams@accessdifference.com>

Cc: Daniel Rom <romd@whhassociates.com>

Subject: Toscana Isles CDD - recurring follow up as requested by the CDD board

Shelly,

Just wanted to let you know that at the request of the Toscana Isles CDD board of supervisors, I will be contacting you via email on a monthly basis to get an update on:

- Whether or not the clubhouse is accepting reservations again
 - If so, what are the new (if any new) requirements

- If no reservations are being accepted yet, is there an ETA for accepting reservations

Our email exchange will be placed in the agenda package for the CDD board meeting.

We have modified our meeting dates so I (or Daniel Rom my colleague) will be contacting you approximately 2 weeks prior to the CDD meeting date via email for an update, I have attached the meeting dates and they are listed below.

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
January 27, 2021 (Wed.)	Regular Meeting	10:00 AM
February 23, 2021 (Tues.)	Regular Meeting	10:00 AM
March 31, 2021 (Wed.)	Regular Meeting	10:00 AM
April 28, 2021 (Wed.)	Regular Meeting	10:00 AM
May 26, 2021 (Wed.)	Regular Meeting	10:00 AM
June 23, 2021 (Wed.)	Regular Meeting	10:00 AM
July 28, 2021 (Wed.)	Public Hearing & Regular Meeting	10:00 AM
August 25, 2021 (Wed.)	Regular Meeting	10:00 AM
September 22, 2021 (Wed.)	Regular Meeting	10:00 AM

As always, thank you for your help and replying so quickly!

I hope you have a wonderful holiday,

Cindy

Cindy Cerbone

District Manager

E-Mail: cerbonec@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

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Wrathell, Hunt and Associates, LLC

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

9C11

From: Cindy Cerbone
Sent: Tuesday, January 05, 2021 6:25 PM
To: Debbie Tudor
Cc: Daphne Gillyard; Daniel Rom
Subject: FW: Hall Rental Agreements for Toscana Isles CDD Board Meetings

Debbie,

Please include this email trail and a copy of the attached for the January 27th agenda item under DM report re: Elks Lodge.

- Elks location is across the street from the community
- I have personally seen both rental rooms and determined the smaller of the 2 will be sufficient at this time
- \$100/hour and \$50 per half hour if we go over
- Room set up and clean up part of the fee
- "Agreement" for the March meeting date is attached and the room is available for all the dates the board approved for the remainder of the FY (I will supply the tax exemption certificate if the board approves a change in locale)
- No COI required
- COVID requirements are a request/recommendation only – wear a mask when entering/exiting and moving around

Thank you,

Cindy

Cindy Cerbone
District Manager
E-Mail: cerbonec@whhassociates.com
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431
Toll-free: (877)276-0889
Phone: (561)571-0010
Cell: (561)346-5294
Fax: (561)571-0013

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Wrathell, Hunt and Associates, LLC

From: Sherie Gillum

Sent: Sunday, December 27, 2020 3:39 PM

To: Cindy Cerbone <cerbonec@whassociates.com>

Cc: Mary Vinsh <mervelks1854@gmail.com>; Secretary Venice-Nokomis Elks Lodge #1854 <secretary.1854@hotmail.com>; Ron Salisbury <rondsal@gmail.com>

Subject: Hall Rental Agreements for Toscana Isles CDD Board Meetings

Good afternoon Cindy—

I hope you had a joyous Christmas and looking forward to a Happy New Year!

Here are the answers to the questions mentioned in your email:

There is no problem in setting up the room as you have requested. We have both 6 foot and 8 foot tables to use for setting up the “U” shape for the board members.
No problem with access. Please note the hall rental includes us setting up and tearing down after your meeting event.

We can set up chairs for attendees facing the board as requested. We will set up to get the most efficient number of chairs for the space.

The small meeting room will be set up for your meeting as requested without other items in the meeting room.

We have plenty of table and chairs to accommodate your event.

I have put your requested meeting dates on my calendar and holding the dates until I receive your final approval.

For COVID-19, we recommend that mask be worn when entering and leaving the building and while up moving around. We do not require but recommend mask be worn.

The cost would be \$100 for the initial hour and then \$50 per additional half hour.

Attached you will find the Hall Rental agreements which would need to be signed. The deposit would be \$25.00 per agreement to hold the date and the deposit would apply toward your final payment. We ask that full payment be made prior to the event but I would be agreeable to accept payment by credit card at the end of each meeting. I would need to have a credit card number on file in advance of the first meeting. Our Lodge secretary would be the person responsible for keeping the credit card number in a

secure file and she would be the person charging the card after each event. We will email you a copy of all credit card receipts for your records

I cannot think of any other questions you might have forgotten. I understand there will be no food or beverages for your monthly events.

Cindy, after you review everything, please call me with any questions. I hope I have answered all your questions.

If at anytime you would like to meet me at the Lodge, just give me a call. I look forward to working with you.

Have a Happy New Year!

Sincerely,
Sherie Gillum
Leading Knight
Venice Nokomis Elks Lodge #1854
sheriegillum@gmail.com
941-539-4920



VENICE-NOKOMIS ELKS LODGE #1854

1021 Discovery Way, North Venice, Florida 34275

941-486-1854, Fax 941-485-4990

CONTRACT

Today's Date: 27-Dec-20

Organization/Client: Wrathell, Hunt and Associates, LLC

Contact: Cindy Cerbone, District Manager

Address: 2300 Glades Road #410W, Boca Raton, FL 33431

Phone #: 561-346-5294 Fax: _____ Email: cerbonec@whassociates.com

Date of Event (Include Day of the Week:): **Wednesday, March 31, 2021**

TIME: **10am - 11am**

#PEOPLE: **30**

Description: **Toscana Isles CDD Board Meeting**

	Unit Price	Total
* Rental: Van Hoose Banquet Hall	Full Day Rental (10 hours)	(\$ 950.00)
	1/2 Day Rental (5 hours)	(\$ 600.00)
* Rental: Lodge Meeting Room	Full Day Rental (10 hours)	(\$ 500.00)
	1/2 Day Rental (5 hours)	(\$ 300.00)
* Rental: Lounge Rental		(\$ 400.00)
Overtime Room Charge Per 1/2 Hour (Per Lodge Meeting Room)		(\$50.00)
Overtime Room Charge Per Hour/Per Room (All rooms)		(\$ 150.00)
Bar Setup (remote only) & Bartender		
1 Bartender Services: \$10.00 Per Bartender/Per Hr (7.5 Hr. Minimum)		(\$ 75.00)
Over 100 2 Bartenders required - \$75 per bartender		
Bar Tender Service Charge		
* Host Bar - Van Hoose Hall		
18% * Host Bar Service Charge		\$0.00
Linens/Skirting \$7 per table for table cloths		
Mic/Podium/86" TV		
Miscellaneous: (Please List)		
KITCHEN CATERING BY GARY 941-232-1492		
20% Kitchen Service Charge		\$0.00
Elk on Duty		
20% Discount on * Hall Rental Amount for Venice Nokomis Elk Lodge #1854 Members (Dues paid/Current) Yes/No?	Less Discount	\$0.00
Full payment due 2 weeks prior to event.	Subtotal	\$100.00
If Sales Tax Exempt, Submit Exempt Certificate with Deposit Exempt? no	7% Sales Tax	\$7.00
THANK YOU FOR YOUR BUSINESS	TOTAL	\$107.00
\$200 Deposit due at signing. Deposit is Non-Refundable if Cancellation is within 60 days of event. Payment of balance is due 2 weeks prior to event.	Deposit	
Please make check payable to Venice-Nokomis Elks Lodge #1854	Balance Due	\$107.00
Signature of Acceptance:	Date:	

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

9CIII

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES REGARDING THE CONDUCT OF MEETINGS OF THE BOARD AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District owns and maintains numerous common areas within its boundaries, and the District is governed by the Toscana Isles Community Development District Board of Supervisors (the “**Board**”); and

WHEREAS, the Board desires to adopt policies with respect to meetings of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT:

Section 1. **Board of Supervisors Meeting Policies.** The Board hereby adopts the following policies for the conduct of Board meetings:

- a) Board Supervisors and members of the public shall use respectful tones and words when they are addressing the Board, the public, or District Staff.
- b) Board Supervisors and members of the public should avoid repetitive or redundant questions or comments.
- c) Questions, comments, and other communications may not be directed to an individual, but rather should be addressed to the meeting chairperson and should relate to agenda items and discussion topics.
- d) District Staff will record any questions raised at the meeting and will provide a response at a subsequent Board meeting after District staff has had time to research the question.
- e) Degrading, uncomplimentary, or disrespectful remarks about an individual in any way may result in the adjournment of the Board meeting.
- f) Agenda items or discussion topics must pertain to District business.
- g) The Board meeting should be limited to one hour unless the Board votes to extend the time limit of the Board meeting. Time frames for discussion for each agenda item will be provided by the District Manager on the agenda. Unless approved by the Board, the time period allotted to each agenda item shall be followed, with remaining time at the conclusion of a meeting being made available to address topics which were not concluded during the meeting. Agenda items not concluded at a meeting shall be addressed at the following Board meeting.
- h) Agenda items should be submitted to the District Manager nine days prior to the Board meeting date.

- i) Questions based on agenda items should be provided to the District Manager at least two business days in advance of the Board meeting to allow for time to prepare a response. Time permitting, responses may be available at the Board meeting, otherwise questions and corresponding responses will be deferred until the following Board meeting

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED AS OF THE 27TH DAY OF JANUARY, 2021.

Attest:

**Toscana Isles Community
Development District**

Name: _____
Assistant Secretary

Alex Hays
Chair of the Board of Supervisors

**TOSCANA ISLES
COMMUNITY DEVELOPMENT DISTRICT**

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TOSCANA ISLES COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION(S)

offices of Vanguard Land, LLC, 6561 Palmer Park Circle, Suite B, Sarasota, FL 34238

¹*Comfort Suites Sarasota – Siesta Key, 5690 Honore Avenue, Sarasota Florida, 34233*

²*To Be Determined*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2020	Regular Meeting	10:00 AM
October 21, 2020	Regular Meeting	10:00 AM
CALL IN NUMBER: 1-888-354-0094 CONFERENCE ID: 8518503		
November 4, 2020 CANCELED	Regular Meeting	10:00 AM
November 18, 2020	Landowners' Meeting	10:00 AM
November 18, 2020	Regular Meeting	<i>immediately following Landowners' Meeting</i>
December 2, 2020	Regular Meeting	10:00 AM
December 16, 2020 ¹	Regular Meeting	10:00 AM
<i>Comfort Suites Sarasota – Siesta Key, 5690 Honore Avenue, Sarasota Florida, 34233</i>		
January 6, 2021 CANCELED	Regular Meeting	10:00 AM
January 27, 2021 ¹	Regular Meeting	10:00 AM
<i>Comfort Suites Sarasota – Siesta Key, 5690 Honore Avenue, Sarasota Florida, 34233</i>		
February 23, 2021 ²	Regular Meeting	10:00 AM
March 31, 2021 ²	Regular Meeting	10:00 AM
April 28, 2021 ²	Regular Meeting	10:00 AM
May 26, 2021 ²	Regular Meeting	10:00 AM

June 23, 2021²	Regular Meeting	10:00 AM
July 28, 2021²	Regular Meeting	10:00 AM
August 25, 2021²	Regular Meeting	10:00 AM
September 22, 2021²	Regular Meeting	10:00 AM