

**Meadow Pointe II
Community Development District**

September 6, 2023

AGENDA PACKAGE

Communications Media Technology Via Zoom:

<https://us02web.zoom.us/j/83614682596?pwd=RFJISlpoc2FpWG8vdU83YnljRVlkZz09>

Meeting ID: 836-1468-2596

Passcode: 668734

Call In #: 1-929-205-6099

**The Agenda Package may contain draft
documents which are subject to change pending
Board approval at the Meeting.**

Meadow Pointe II Community Development District

Board of Supervisors

- John Picarelli, Chairman
- Jamie Childers, Vice Chairperson
- Nicole Darner, Assistant Secretary
- Kyle Molder, Assistant Secretary
- Robert Signoretti, Assistant Secretary
- Robert Nanni, District Manager
- Andrew Cohen, District Counsel
- Jerry Whited, District Engineer
- Justin Wright, Operations Manager

Wednesday, September 6, 2023 – 6:30 p.m.

Meeting Agenda

Communications Media Technology Via Zoom

<https://us02web.zoom.us/j/83614682596?pwd=RFJISlpoc2FpWG8ydU83YnljRVlkZz09>

Meeting ID: 836 1468 2596

Passcode: 668734

Call In #: 1-929-205-6099

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance/Moment of Silence for our Fallen Service Members and First Responders**
- 4. Additions or Corrections to the Agenda**
- 5. Audience Comments (Comments will be limited to three minutes.)**
- 6. District Manager Report**
 - A. Disbanding of Residents Council
 - B. Coastal Waste Contract
- 7. District Engineer Report**
 - A. ACPLM Concrete Contract
- 8. District Counsel Report**
 - A. Iverson Property
 - B. Jurisdiction Over Tree Lawns, Sidewalks and Streets in Morningside and Deer Run
- 9. Consent Agenda**
 - A. Deed Restrictions/DRVC
- 10. Architectural Review Discussion Items**
- 11. Non-Staff Reports**
 - A. Government/Community Updates
- 12. Operations Manager Report**
- 13. Approval/Disapproval/Discussion**
 - A. Event Planning Committee
 - B. Lap Pool Specifications and Design Update

14. **Audience Comments (Comments will be limited to three minutes.)**
15. **Supervisor Comments**
16. **Adjourn the Regular Meeting and Proceed to a Workshop**

**Board Workshop
Agenda Items for Board Discussion
(No Motions/Votes Accepted. Board Discussions Only)**

1. **Call to Order**
2. **Item for Discussion**
3. **Adjournment**

The next meeting is scheduled for Wednesday, September 20, 2023 at 6:30 p.m.

Sixth Order of Business

6A

From: Nanni, Bob

Sent: Thursday, August 17, 2023 1:17 PM

To: eang211@verizon.net; msjudithbryson@gmail.com; kelbutt@yahoo.com;
ashleymthompson@kw.com; mariacari@verizon.net; naren_shah1946@yahoo.com;
heart253heart@gmail.com

Cc: Nanni, Bob <bob.nanni@inframark.com>; Andrew Cohen <acohen@flgovlaw.com>; Justin Wright <justinwright@mpicdd.org>; John Picarelli (johnpicarelli@mpicdd.org) <johnpicarelli@mpicdd.org>

Subject: Meadow Pointe II/Residence Council Support Change

Good afternoon everyone.

At last night's MP II CDD Board meeting the board voted to immediately discontinue the CDD funding of the Residence Council, and additionally no longer endorse the Residence Council as part of the MP II social programs.

Lastly, funds that were not spent and currently held in a bank account shall be returned to the CDD, since it was an allocation from the District to begin with.

We certainly thank you for your past efforts and wish you the best going forward.

Regards,

Bob

Bob Nanni | District Manager

Bob.Nanni@Inframark.com

6B.

Residential Waste and Recycling Pick Up Services Agreement

This Residential Waste and Recycling Pick Up Services Agreement (this “**Agreement**”) is entered into as of 08/25/2023 between the **Meadow Pointe II Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”) and **Coastal Waste & Recycling, Inc.**, a Delaware limited liability company authorized to transact business in the State of Florida (the “**Contractor**”).

Background Information:

The District has the authority to provide or contract for waste and recycling pick up services on behalf of the residents and homes within the District’s community and desires to retain an independent contractor to provide such services on a regular basis. There are 1,263 homes within the boundaries of the District that will receive waste and recycling pick up services.

The Contractor represents that it has any and all required approvals and licenses and is qualified to provide such services. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Scope of Services.**
 - a. For the 1,263 homes identified above, Contractor agrees to make twice weekly (Tuesdays and Fridays) curbside collection of garbage and once a week (Wednesdays) curbside collection of recycling and transport and dispose of such garbage and recycling at the appropriate off-site facility.
 - b. Trash and Recycling carts will be provided by Contractor, which shall retain ownership of the carts following conclusion of the Term (defined below).
 - c. Bulk Pick-up Services will be provided for all homes on a bi-weekly basis
 - d. Collection services for commercial properties within the boundaries of the District are not included or subject to the terms of this Agreement.
 - e. Further information can be found on the attached **Exhibit “A”**.
3. **Prohibited Waste.** Waste which shall not be picked up by Contractor includes bio-hazardous, biochemical or biological waste, other contractor-generated waste, hazardous waste, sludge, automobile and automobile parts, boats, including boat parts and trailers, internal combustion engines, lead acid batteries, used oil, yard trash which is four feet or more than 50 lbs., or any other solid waste for which there is no legally permitted disposal or storage facility within Pasco County. Notwithstanding the foregoing, the Contractor acknowledges that the District has no ability to control the waste that may be generated by residents within the District. Accordingly, the foregoing limitation upon the types of waste to be collected and disposed of pursuant to this

Agreement shall not be construed to create any liability or responsibility on the part of the District. Contractor shall be solely responsible for the ensuring that its customers comply with the terms hereof relative to prohibited waste.

4. Manner of Performance and Care of the Property.

- a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
- b. The Contractor will properly maintain its vehicles and utilize its best efforts to prevent any type of oil leaks to the best of its ability. If any such leaks occur, the Contractor shall clean and restore the District property within 5 business days.
- c. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 5 business days. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for actual costs to repair or replace the damage.

5. Compensation. The District agrees to compensate the Contractor for the work described above in the amounts described on the attached **Exhibit "A"**.

6. Additional Services. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment or work order authorization.

7. Term. The term of this Agreement shall be for five (5) years from the date of this Agreement ("Initial Term"). At the end of the Initial Term, the Agreement will automatically terminate, unless the parties renegotiate for a longer-term agreement ("Renewal Term") and, in such case, Contractor will notify the District of any proposed increases 60 days prior to the conclusion of the Initial Term so that the District has the opportunity to budget for increases for its upcoming fiscal year.

8. Termination. After the Initial Term, either party may terminate this Agreement without cause with 90 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

9. Default. If the Contractor defaults on any of its obligations (i.e., Service issues – missed pick-ups, etc.), the District must provide written notice to the Contractor and provide the Contractor 10 calendar days to correct the issue. If the issue is not corrected, then the District may elect to terminate the Agreement for cause with 30 days written notice to the Contractor. Each party further specifically reserves all rights available under the law or equity should there be a material default by the other party which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

- 10. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer- employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 11. Compliance with Governmental Regulations.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.
- 12. Contractor's Responsibility of Employees and Subcontractors.** The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor. The Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under the Agreement as well as members of the public that may come into contact with the Contractor. The Contractor shall comply with all OSHA standards. The Contractor shall always take precautions to protect any persons and property affected by Contractor's work.
- 13. Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30- day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
- 14. Indemnification.** Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties,

forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

15. Limitations on Government Liability. The District is entering into this Agreement solely as an accommodation to the residents of the District. Except for the District's obligation to pay the Contractor, nothing contained herein shall be construed to impose any duties, obligations, responsibilities or liabilities upon the District. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. 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.

17. 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.

18. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired

on or after January 1, 2021.

- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

- 19. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract 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) 991-1116, BY EMAIL AT INFO@INFRAMARK.COM, OR BY REGULAR MAIL AT 2654 CYPRESS RIDGE BOULEVARD, SUITE 101, WESLEY CHAPEL, FL 33544.

- 20. Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Pasco County, Florida.
- 21. Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 22. No Waiver.** The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

23. **Amendment.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
24. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
25. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
27. **Notice.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:

Meadow Pointe II CDD 2654
Cypress Ridge Blvd. Suite 101
Wesley Chapel, FL 33544
Attn: Bob Nanni
Bob.Nanni@inframark.com

To the Contractor:

Coastal Waste & Recycling, Inc.
2481 NW 2nd Avenue, Suite 200
Boca Raton, FL 33431
Attn: Brendon Pantano, CEO
bpantano@coastalwasteinc.com

28. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
29. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
30. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Coastal Waste & Recycling, Inc.

**Meadow Pointe II
Community Development District**

Name: Brendon Pantano
Title: Chief Executive Officer
Date: _____

John J Picarelli

Name: John Picarelli
Title: Chair of the Board of Supervisors
Date: 08/25/2023

**Official Proposal Form for
Solicitation of Proposals for Waste & Recycling Pick Up Services**

Name of Proposer: Coastal Waste & Recycling, Inc.

In accordance with the solicitation of proposals issued by the Meadow Pointe I-IV CDDs the undersigned proposes to provide all work necessary to perform the scope of services as described in the SFP Package and any addenda.

Proposer submits that it can perform the work described above for each CDD at the following price:

Year 1: \$ 14.92 per home/month.

Year 4: \$ 17.27 per home/month.

Year 2: \$ 15.66 per home/month.

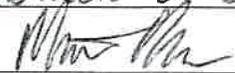
Year 5: \$ 18.14 per home/month.

Year 3: \$ 16.45 per home/month.

Proposer, thoroughly reviewed all components of the SFP Package and has a thorough understanding of the work required and all laws, regulations and other factors affecting performance of the work, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with each CDD.

Name of Authorized Signatory of Proposer: Matthew Brown

Title of Authorized Signatory of Proposer: Director of Business Operations

Signature of Authorized Signatory of Proposer: 



MEADOW POINTE II

ADDITIONAL SERVICES & INFORMATION

- 1) Services Provided** – Coastal Waste & Recycling will provide the following services:
 - a) 96G 2x/wk curbside pickup
 - b) 64G 1x/wk curbside pickup
 - c) Bulk Pickup- bulk pickup services will be provided on a monthly basis at an additional cost of \$1/month per unit and includes first 2 cubic yards of bulk materials.

- 2) Explanation of Services Provided**
 - a) Trash and Recycling carts will be provided by Coastal Waste & Recycling
 - i) Coastal Waste & Recycling are required to pick up all waste that is not prohibited from households that has been placed at the curbside. Non-containerized waste or yard waste shall not be collected by Coastal Waste & Recycling. However, during high volume periods such as Christmas, Coastal Waste & Recycling agrees to collect non-containerized materials. Homeowners can arrange to have items outside containers picked up by call the office 24 hours before scheduled service.

- 3) Additional Services Provided**
 - a) Additional carts may be provided at an additional cost of \$5/month.
 - b) 20y Roll-Off container provided to Meadow Pointe II 2x/year complimentary.
 - i) Spring Cleanup – Delivery 2nd week of April with Removal 4th week of April
 - ii) Christmas Cleanup – Delivery 1st week of January with Removal 3rd week of January
 - iii) Preferred Roll-Off Pricing for Meadow Pointe CDD residents
 - c) Meadow Pointe II community center will be provided 4 carts complimentary.

Seventh Order of Business

7A

**SIDEWALK / APRONS / CURBS / GUTTERS REPLACEMENT – PHASE 2
AGREEMENT FOR MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT**

This Sidewalk/Aprons/Curbs/Gutters Replacement – Phase 2 Agreement for Meadow Pointe II Community Development District (the “Contract”), is made between Meadow Pointe II Community Development District (hereinafter referred to as the “CDD” or “Owner”), a community development district organized under the laws of the State of Florida and established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at 30051 County Line Road, Wesley Chapel, Florida 33543, and ACPLM, Inc. (hereinafter referred to as the “Contractor”), a Florida Corporation, located at 2010 S. 51st Street, Tampa, Florida 33619.

RECITALS

WHEREAS, the CDD was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the CDD has a need to retain an independent contractor to provide sidewalk / aprons / curbs / gutters replacement services within the communities in the Meadow Pointe II Community Development District; and

WHEREAS Contractor submitted a proposal (hereinafter the “Proposal”), which is incorporated herein by reference, and represents that it is qualified to serve as contractor for this project and provide said sidewalk / aprons / curbs / gutters replacement services to the CDD.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the CDD agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Contract.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as **Exhibit “A”** and the plans attached hereto as **Exhibit “D,”** or any Additional Services Order subject to this Contract (hereinafter referred to as the “Contract Work”). A site map of the CDD showing the sidewalk / apron / curb / gutter replacement areas where the Contract Work is to be performed by the Contractor is attached hereto as **Exhibit “C.”**

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating whenever on site with the CDD's Operations Manager or other designated personnel, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the CDD and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the CDD.

1. Should any work and/or services be required which are not specified in this Contract, Additional Services Order, or any addenda, but which are nevertheless necessary for the proper provision of services to the CDD, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the CDD shall not be liable for the payment of any work or services unless the CDD, through an authorized representative of the CDD, authorized the Contractor, in writing, to perform such work.
3. The CDD shall designate in writing one or more individuals to act as the CDD's representative(s) with respect to the Contract Work. The CDD's representative(s) shall have complete authority to transmit instructions, receive information, interpret, and define the CDD's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Contractor shall use due care to protect the property of the CDD, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work, or otherwise caused by the Contractor or its subcontractors (if any), within ~~twenty-four (24) hours~~ of the damage occurring or receiving written notice, whichever is earlier. The Contractor will call 811 and have all utilities marked before work is to begin. Any damages to utility lines or irrigation will be the contractor's responsibility to repair or to pay the cost of repairs.

FIVE (5) BUSINESS DAYS



III. CONTRACT SUM; TERM

In accordance with the Proposal, an excerpt of which is attached hereto as **Exhibit "B,"** the CDD agrees to pay the Contractor for the Contract Work the total not-to-exceed sum of **One Hundred Fifty-Three Thousand, One Hundred Thirty-Seven and 00/100 Dollars (\$153,137.00)** (hereinafter referred to as the "Contract Sum") upon final completion, in full, of the Contract Work to the CDD's satisfaction at the CDD's sole and absolute discretion.

1. If the CDD should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an Additional Services Order, addendum, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

2. The CDD may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the CDD by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the CDD shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the CDD, that any indebtedness of the Contractor, as to services to the CDD, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

3. The CDD reserves the right to withhold all, or any portion of a payment should the work not be completed in accordance with scope and terms set forth in this Contract, or otherwise found to be deficient, and such deficiencies are not corrected within the manner and timeframe prescribed by the CDD after having been brought to the Contractor's attention. The CDD also reserves the right to hire an outside vendor to complete and/or correct deficient work if Contractor fails to correct as set forth above and charge such costs to Contractor.

REASONABLE

IV. TIME OF COMMENCEMENT AND COMPLETION

After full execution of this Contract and the receipt of all insurance documents referenced herein, the Contract Work shall commence on or about DECEMBER 2, 2023. Subject to authorized adjustments, the Contract Work shall be completed and ready for final inspection by the CDD and/or its representatives no later than DECEMBER 11 (50) ~~calendar~~ days from commencement of the Contract Work (hereinafter referred to as the "Contract Time"). Contractor and the CDD recognize that time is of the essence of this Contract and the CDD will suffer financial loss if the Contract Work is not completed within the Contract Time specified herein. Contractor agrees to diligently and continuously perform its work so that the CDD shall not be delayed by any act or omission of Contractor.

Handwritten signatures and initials on the right margin, including the word "BUSINESS" written vertically.

Contractor shall not be liable for any delays caused by acts of God, changes in scope of work, indecisions by the CDD and/or its agents, strikes or shortage of materials.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the CDD to enter into this Contract, Contractor makes the following representations, upon which the CDD has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.

2. That Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.

3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.
4. The Contractor agrees to be responsible for the sidewalk / apron / curb / gutter replacement services. The Contractor shall be strictly liable for the warranty and functionality of the sidewalk / apron / curb / gutter replacement after the project is complete. The Contractor shall not be responsible damages due to vandalism. The Contractor shall immediately notify the CDD if any such incident occurs.

VI. DUTIES AND RIGHTS OF CONTRACTOR

The Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment: Contractor shall maintain, always, strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. No smoking on CDD property will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on the property. Contractors are required to sign in and out at the clubhouse.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the CDD's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. If the Contractor does not pay or satisfy such claim or *lien within three (3) business days after the filing of notice thereof, the CDD, in addition to all other remedies available under this Contract, may terminate this Contract. The "CDD Representatives" shall have complete authority to transmit instructions, receive information, interpret, and define the CDD's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include, but not be limited to, verification of correct timing of services to be performed. The CDD hereby designates Robert Dvorak, P.E., to act as the CDD's Representative. The CDD shall have the right to change its designated representative at any time by written notice to the Contractor.
4. Contractor and its subcontractors (if any) shall sign in at the CDD clubhouse each day when performing the Contract Work and speak with the CDD's Operations Manager (or

other designated personnel) regarding the status of the Contract Work and any other related matters.

5. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** The Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use and similar taxes, and shall secure all licenses and permits (unless stated otherwise herein) necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe and perform all requirements of applicable local, State and Federal laws, rules, regulations or ordinances.

5. **Safety.** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions, always, to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones. The Contractor will have all utilities marked before the Contract Work will start. While performing the Contract Work, the Contractor will be fully responsible for properly maintaining traffic control in the areas where the Contract Work is being performed.

6. **Responsibility for Negligence of Employees and Subcontractors:** The Contractor shall be fully responsible for all acts or omissions of its employees, if any, at the site, its subcontractors and their employees and other persons doing work under any request of Contractor.

7. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with industry standards. The Contractor shall keep all equipment clean and properly dispose of waste. The Contractor shall be responsible for any environmental cleanup and correcting any other harm resulting from the Contract Work to be performed by Contractor.

8. **Warranty of Fitness of Equipment and Materials:** Contractor represents and warrants to the CDD that all equipment and materials used in the Contract Work and made a part of structures, or placed permanently in connection therewith, will be new unless otherwise specified and will be of good quality, free of defects. It is understood between the parties that all equipment and materials not so in conformity are defective.

9. **Clean-Up:** Contractor agrees to keep the site and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the Contract Work, together with all its tools, equipment, machinery and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations.

VII. INDEMNIFICATION

The Contractor does hereby indemnify and hold harmless the CDD, its officers and employees, from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees), to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. The monetary limitation to the extent of this indemnification is One Million Dollars (\$1,000,000.00) per occurrence.

In any and all claims against the CDD or any of its agents or employees by any employee of 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 the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless the CDD and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights

*UNLESS DUE TO
WILLFUL MISCONDUCT OR GROSS NEGLIGENCE
BY THE CDD OR ANYONE DIRECTLY OR
INDIRECTLY EMPLOYED BY THE CDD.*

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CDD and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.

2. Workers' Compensation: The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the CDD. All documentation must be provided to the CDD at the address listed above. No contractor or sub-contractor operating under a workers' compensation exemption shall access or work on the site. No contractor or sub-contractor shall access or work on the site unless such entity has workers' compensation insurance.

3. Commercial General Liability: The Contractor will provide Commercial General Liability insurance including, but not limited to, bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.

4. Automobile Liability: The Contractor will provide Automobile Liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.

5. Umbrella Liability: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.

6. Each insurance policy required by this Contract shall:
- a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after 30 calendar days prior written notice has been given to the CDD.

- c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The CDD shall retain the right to review, at any time, coverage, form and amount of insurance.
 8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
 9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CDD is an insured under the policy.
 10. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract and copies of all endorsements are to be furnished to the CDD prior to commencement of Contract Work and a minimum of ten (10) calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the CDD before the Contractor shall commence or continue work.
 11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the CDD as soon as practicable after notice to the insured.
 12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations or omissions in these insurance requirements as they apply to sub-contractors.
 13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the CDD, are to be written on an occurrence basis, shall name the CDD, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract.
 14. If the Contractor fails to have secured and maintained the required insurance, the CDD has the right (without any obligation to do so, however), to secure such required insurance, in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the CDD's obtaining the required insurance.

IX. CORRECTING WORK; WARRANTY

1. When it appears to the CDD that any of the Contract Work does not conform to the provisions of this Contract, Contractor shall make the necessary corrections to conform and, in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor.
2. Contractor guarantees against faulty workmanship with respect to all Contract Work and warrants the Contract Work and the materials for a term of twelve (12) months from completion and acceptance by the CDD.

X. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Termination. The CDD may, in its sole and absolute discretion, ~~whether or not reasonable~~, on seven (7) days' written notice to the Contractor, terminate this Contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail. On such termination, the CDD may take possession of the work site ~~and all materials~~ and finish the work in ~~whatever way it deems expedient~~. If the ~~expense of finishing the work~~ exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to the CDD within ten (10) calendar days after written notice. REASONABLE
[Signature]

2. On a default by Contractor, the CDD may elect to terminate the Contract immediately. Alternatively, the CDD may elect not to terminate the Contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due the Contractor. REASONABLE
[Signature]

3. Each party further specifically reserves all rights available under the law or equity should there be a default by the other party which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

XI. ATTORNEY'S FEES

If any dispute occurs between the parties because of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, bankruptcy and/or appellate proceedings, as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

XII. MISCELLANEOUS

1. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

2. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

3. Contractor binds itself, its partners, successors, assigns, and legal representatives to the CDD and any of the CDD's successors, assigns, and legal representatives of the CDD in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents, or representatives of the CDD are personally or individually bound by this Contract.

4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and

nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

5. Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the Owner in order to perform the services under the Contract by doing the following: upon the request of the Owner's Custodian of Public Records, providing the Owner with copies of or access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of the Contract if the Contractor does not transfer the records to the Owner; and upon completion of the Contract by transferring, at no cost, to the Owner all public records in possession of the Contractor or by keeping and maintaining all public records required by the CDD to perform the services. If the Contractor transfers all public records to the CDD upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's Custodian of Public Records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CDD'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, INFRAMARK SERVICES, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071 TEL. 954-7535841, SANDRA.DEMARCO@INFRAMARK.COM.

6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regards to any matter arising here from, the dispute will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pasco County, Florida.
7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

9. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CDD and Contractor who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
10. The execution of this Contract has been duly authorized by the appropriate body or official of the CDD and the Contractor, both the CDD and the Contractor have complied with all the requirements of law, and both the CDD and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
11. E-Verify Requirement. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the CDD is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the CDD has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall terminate the Agreement. If the CDD has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CDD as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.
12. To the extent the terms described in the attachments conflict with the terms of the Contract document, the terms of this Contract and the original Request for Proposal shall control.
13. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by email and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or email, whichever is first:

To CDD: Meadow Pointe II CDD Community Development District
 2654 Cypress Ridge Boulevard, Suite 101
 Wesley Chapel, FL 33544
 Attn: Bob Nanni, District Manager
 e-mail: bob.nanni@inframark.com

With copies to: Jerry Whited
 536 4th Avenue South, Unit 4
 St. Petersburg, FL 33701
 e-mail: jwhited@bdiengineers.com

Andrew Cohen, Esq.
6853 Energy Court
Lakewood Ranch, FL 34240
e-mail: acohen@flgovlaw.com

To Contractor: ACPLM, Inc.
2010 S. 51st Street
Tampa, FL 33619
Attn: Jim Fernandez
e-mail: JFERNANDEZ@ACPLM.NET

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year indicated below.

**Meadow Pointe II
Community Development District**

By: [Signature]
Title: Chairman MPTI CCD
Date: 8/14/2023

ACPLM, Inc.

By: [Signature]
Title: V.P.
Date: 8-8-2023

EXHIBIT "A"
SCOPE OF SERVICES

SIDEWALKS / APRONS / CURBS / GUTTERS REPLACEMENT

1) **SCOPE** – This project consists of replacing damaged sidewalks, apron, curbs, and gutters within eight (8) sub-divisions of Meadow Pointe II CDD located in Wesley Chapel, Florida. Contractor must provide all equipment and materials, and perform the following services:

- 1) Mobilization.
- 2) Call 811 to have all utilities marked before starting work.
- 3) Maintain traffic control in work areas.
- 4) Prevent concrete and/or debris from entering existing inlets during construction.
- 5) Remove and replace damaged sidewalks.
- 6) Remove and replace damaged aprons.
- 7) Remove and replace damaged curb and gutters.
- 8) Transport all removed concrete to MP II CDD property on County Line Road and Mansfield boulevard and break it down to 20-inch by 20-inch blocks.
- 9) Remove all roots that are under the concrete that is replaced.
- 10) Clean up site.

2) **CLEAN UP** – At no time will the Contractor leave the premises after completion of any work in any type of disarray. All debris, dirt or any other unsightly material shall be removed promptly upon completion of work. The Contractor shall use his own waste disposal methods, never the property dumpsters. Any damage to utilities or irrigation will be reported to the operation manager daily. **CONCRETE AND/OR DEBRIS SHALL BE PREVENTED FROM ENTERING EXISTING INLETS.**