

Davenport Road South Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407.723.5900

www.davenportroadsouthcdd.com

The following is the proposed agenda for the Board of Supervisors' Meeting for the Davenport Road South Community Development District, scheduled to be held on **Wednesday, December 18, 2019 at 9:45 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880**. As always, the personal attendance of three (3) Board Members will be required to constitute quorum

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Call-in Number: **1-844-621-3956**

Access Code: **790 393 986 #**

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the November 20, 2019 Board of Supervisors' Meeting**

Business Matters

- 2. **Consideration of proposal for ADA Compliant Access Ramp** *(provided under separate cover)*
- 3. **Ratification of Shade Structure Installation Agreement**
- 4. **Ratification of Payment Authorization Nos. 31 - 33**
- 5. **Review of Monthly Financials** *(provided under separate cover)*

Other Business

Staff Reports

- District Counsel
- District Engineer
- District Manager
 - Field Management Update

Supervisor Requests and Audience Comments

Adjournment



Davenport Road South Community Development District

Minutes

MINUTES OF MEETING

DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Wednesday November 20, 2019 at 9:48 a.m.

**Offices of Cassidy Homes,
346 East Central Avenue,
Winter Haven, Florida 33880**

Board Members present at roll call:

Rennie Heath	Board Member	
Patrick Marone	Board Member	
Andrew Rhinehart	Board Member	
Scott Shapiro	Board Member	(via phone)

Also Present:

Jane Gaarlandt	PFM	
Dexter Glasgow	PFM	(via phone)
Roy Van Wyk	Hopping Green & Sams, P.A.	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order approximately at 9:48 a.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Board Members

Ms. Gaarlandt administered the oath of office to Mr. Marone and Mr. Rhinehart.

Ms. Gaarlandt noted for the record that members of the public joined the meeting in progress at 9:50 a.m.

FOURTH ORDER OF BUSINESS

Consideration Resolution 2020-02, Canvassing and Certifying the Results of the Landowners' Election

Ms. Gaarlandt presented Resolution 2020-02 to the Board for consideration and noted that the Landowners Election results were as follows:

2. Ms. Schwenk was awarded 9 votes.
3. Mr. Rhinehart was awarded 5 votes
4. Mr. Marone was awarded 9 votes.

Ms. Schwenk and Mr. Marone will each serve a 4 year term and Mr. Rhinehart will serve a 2-year term.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2020-02, Canvassing and Certifying the Results of the Landowners' Election.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-03, Appointing District Officers

The current slate of officers is as follows; Mr. Heath as Chair, Mr. Shapiro as Vice-Chair, Ms. Gaarlandt as Secretary, Ms. Schwenk, Mr. Rhinehart, and Mr. Marone as Assistant Secretaries. Ms. Gaarlandt asked the board to add Ms. Walden as Assistant Secretary, Ms. Glasgow as Treasurer and Ms. Sikder as Assistant Treasurer.

On MOTION by Mr. Marone, seconded by Mr. Heath, with all in favor, the Board approved Resolution 2020-03, Appointing District Officers, as outlined above.

SIXTH ORDER OF BUSINESS

Consideration of the Minutes of the October 16, 2019 Board of Supervisors' Meeting

The Board reviewed the Minutes of the October 16, 2019 Board of Supervisors' Meeting.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved the Minutes of the October 16, 2019 Board of Supervisors' Meeting.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-04, Adopting a Fiscal Year 2018-2019 Amended O&M Budget

Ms. Gaarlandt explained that the District has not exceeded the overall O&M Budget but some of the line items went over the 10% threshold and need to be adjusted.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2020-04, Adopting a Fiscal Year 2018-2019 Amended O&M Budget

EIGHTH ORDER OF BUSINESS

Ratification of Payment Authorization Nos. 27 - 30

The Board reviewed payment authorizations numbers 27 - 30.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Nos. 27 – 30.

NINTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials. There was no action required by the Board.

TENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – Ms. Gaarlandt asked Mr. Glasgow to provide a Field Management update. Mr. Glasgow stated that he hoped the Engineer would have been on the line to discuss the ADA ramps. Mr. Van Wyk asked what the District needs to do with the ADA ramps. Ms. Gaarlandt responded that to access the dog park in Davenport there are steps but no ramp so it is not wheelchair accessible and District staff is looking into adding a ramp there.

Mr. Van Wyk suggested that the Board authorize the District Engineer to design an ADA compliant ramp for access to the dog park.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board authorized the District Engineer to design an ADA Compliant Ramp for the Dog Park.

ELEVENTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests or audience comments.

TWELFTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

ON MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the November 20, 2019 Board of Supervisors' Meeting for the Davenport Road South Community Development District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Davenport Road South
Community Development District**

ADA Compliant Access Ramp

(provided under separate cover)

**Davenport Road South
Community Development District**

Shade Structure Installation Agreement



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

CONTRACTOR: Legacy Construction Services Group Inc
D.B.A Pro Playgrounds **EIN:** 27-1850232
ADDRESS: 1563 Capital Circle SE, # 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301
CONTACT: Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150
TOTAL CONTRACT AMOUNT: \$21,597.00
PROJECT NAME: Davenport Road South Community
Development District-Pool Shade **AGREEMENT #:** 6824
PROJECT ADDRESS: 940 Orchid Grove Blvd, Davenport FL 33837

OWNER: Davenport Road South
Community Development District
12051 Corporate Blvd
Orlando FL 32817

THIS AGREEMENT made and entered into on this the 22nd day of August, 2019, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Davenport Road South Community Development District, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

WITNESSETH

WHEREAS Owner desires to:

Provide engineered sealed drawings & permit for custom hanging cantilever shade. Installation of one hanging cantilever shades - 36x18x8. Fabric & Powder Coat colors - TBD.

at the address known as 940 Orchid Grove Blvd, Davenport FL 33837, hereinafter referred to as "Property"

AND WHEREAS Contractor warrants being qualified and capable of performing and completing the Work specified herein,

NOW THEREFORE, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

ARTICLE 1 - SCOPE OF WORK

- 1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Provide engineered sealed drawings & permit for custom hanging cantilever shade. Installation of one hanging cantilever shades - 36x18x8. Fabric & Powder Coat colors - TBD.; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein

Contractor Initial PAA

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Owner Initial WKS



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

1. 2D/3D Site Plans.
2. Estimates.
3. Insurance Certificates.
4. Manufactures Warranties.

- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.

ARTICLE 2 – PROSECUTION OF THE WORK

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by Friday, November 22, 2019. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 3-5 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
 - ☒ Contractor shall be responsible for acquiring necessary permits for this project.
 - ☐ Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
 - ☒ Owner shall be responsible for the costs of all permits and related drawings and requirements.
 - ☐ Contractor shall be responsible for the costs of all permits and related drawings and requirements.

Contractor Initial PAA

Owner Initial WKL



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ARTICLE 3 - WORKMANSHIP

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

ARTICLE 4 - PREMISES

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

ARTICLE 5 - INSURANCE AND BONDING

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:

1. ☒ Comprehensive General Liability Insurance with the following limits:
a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate

Contractor Initial

PAA

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Owner Initial

WKA



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2. ☒ Worker's Compensation & Employers Liability with the following limits:
- a) Each Accident - \$1,000,000
 - b) Disease - \$100,000/employee; \$500,000/policy limit
- ☐ State of Florida Workers Compensation Exemption
3. ☒ Commercial Automobile Insurance with the following limits:
- a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
 - b) Property Damage - \$1,000,000/accident
 - c) Personal Injury Protection (PIP) - \$10,000/person

5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Order(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents, but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.
- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

ARTICLE 7 - DEPOSITS

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts

Contractor Initial PAA

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Owner Initial WKA



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or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.

- 7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.

- ☐ Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☐ Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☒ Owner shall provide Contractor with a deposit in the amount of \$ 10,798.50 of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

ARTICLE 8 - OWNER INSPECTION AND ACCEPTANCE

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

ARTICLE 9 - PAYMENT

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702-1992, Application and Certificate for Payment, and AIAG703-1992 Continuation Sheet, which lists contract sums, Work completed and schedule of values or via other traditional invoicing methods.

Contractor Initial

PAA

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Owner Initial

WKA



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- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month, beginning 30 days after first late payment or nonpayment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

ARTICLE 10 - RELEASE OF LIENS

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien wavier for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

ARTICLE 11 - WARRANTIES

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s)

Contractor Initial PAA

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Owner Initial WJH



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and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.

- 11.5 All warranties become null and void if the project is not paid for in full.

ARTICLE 12 – DISPUTE RESOLUTION

- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- 12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE 13 – SEVERABILITY

- 13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
1. _____
 2. _____
 3. _____
- 14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:
1. _____
 2. _____
 3. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 22nd day of August, 2019.

CONTRACTOR: Legacy Construction
Services Group Inc.

OWNER: Davenport Road South
Community Development District

Contractor Initial PAA

Owner Initial WJH



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

Paul Adrianse Adrianse

(Signature of Contractor)

Name/Title: Paul Adrianse, President

Address of Contractor:
Legacy Construction Services Group Inc.
1563 Capital Circle SE, #144
Tallahassee, FL 32301

W. K. H.

(Signature of Owner)

Name/Title:

Address of Owner:
12051 Corporate Blvd
Orlando FL 32817

Contractor Initial PAA

Owner Initial W. K. H.



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
8/21/2019	6824

Project Name
Davenport CDD - Shades for pool...



Customer / Bill To
Attn: Jane Gaarlandt PMF Group Consulting LLC. 12051 Corporate Blvd Orlando FL 32817

Ship To
Davenport Road CDD 940 Orchid Grove Blvd Davenport FL 33837



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Furnish labor & materials to complete the following: 1. Provide engineered sealed drawings & permit for custom hanging cantilevers 2. Installation of one hanging cantilever shades - 36x18x8			
CSSD	***HANGING CANTILEVER PRODUCTS*** Rectangle Hanging Cantilever Shade: 36' Length x 18' Width x 8' Entry Height. (2) Columns on Base Plates + 6" surfacing at 12"x12". Beams at 10"x6". Rafters at Ø5.0" 11-Ga With Glide Elbows. Frame Color: TBD Fabric Color: TBD	1	8,190.00	8,190.00
ENGDRAW	Engineered Drawings for Permitting - Shade Structure Seals	1	690.00	690.00
Shipping	Combined Shipping and Freight Charges	1	705.00	705.00
	RAW MATERIALS			
RMC	Ready Mix Concrete 2500 PSI MIN	6	170.00	1,020.00
RBAR5	No. 5 Rebar	252	1.75	441.00
FBLOCK	Footer Blocks	8	2.00	16.00
	INSTALLATION, RENTALS & PERMITTING			
PERMIT	Permitting Costs	1	1,695.00	1,695.00
CONPUMP	Concrete Pumping Services, Basic, 4 Hr	1	500.00	500.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

W. K. H. H. Chairman / /
Signature Name / Title Date

Subtotal:**Sales Tax: (7.5%)****Total:**

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect or damage at time of delivery and inventory parts. any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs in relationship to any cancelled or missed delivery appointment. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness.

1-800-573-7529 | www.proplaygrounds.com

DAA



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
8/21/2019	6824

Project Name
Davenport CDD - Shades for pool...



Customer / Bill To
Attn: Jane Gaarlandt PMF Group Consulting LLC. 12051 Corporate Blvd Orlando FL 32817

Ship To
Davenport Road CDD 940 Orchid Grove Blvd Davenport FL 33837



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
FLIFTDAY	Fork Lift Weekly Rental	1	1,638.00	1,638.00
DEL FEE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
Dumpster Rental	Dumpster Rental	1	650.00	650.00
LBRSS	Labor and Installation of Shade	1	6,947.44	6,947.44
DSC	Discount		-1,195.44	-1,195.44

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

 Chairman / /
Signature Name / Title Date

Subtotal: \$21,597.00

Sales Tax: (7.5%) \$0.00

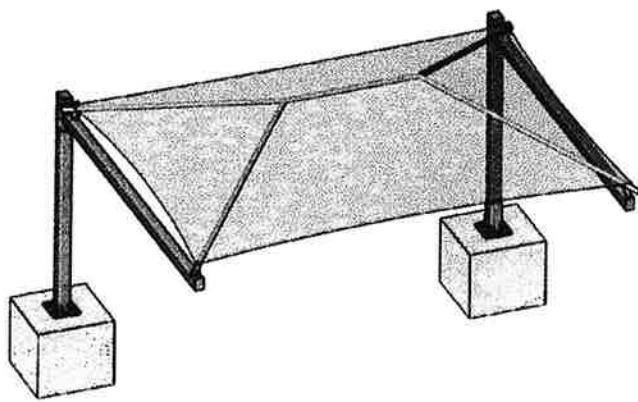
Total: \$21,597.00

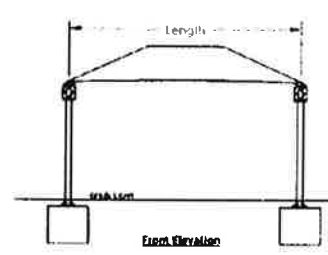
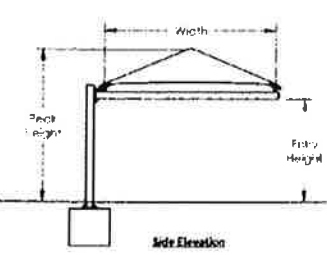
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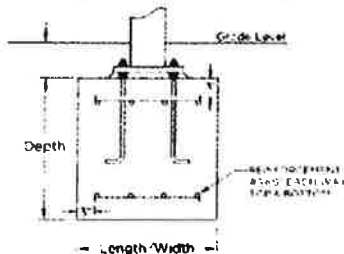
PAA

Hanging Cantilever Hip Shade			
Length	Width	Entry Height	
Peak Height	Elbow	Column Mount	Shade Color
Column Size	Rafter Size	Ridge Size	
Column Length	Rafter Length	Ridge Length	

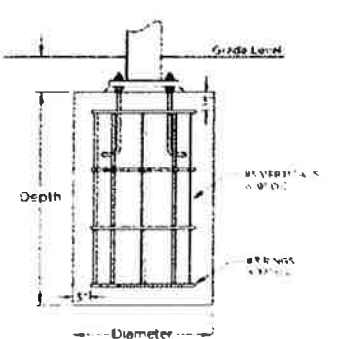






Square Footing		
Column	Length & Width	Depth
Shade Cap		
Drainage		



Angled Footing		
Diameter	Single Lap Depth	Double Lap Depth
2" O		
2.5" O		
3" O		



SHADE	CODE 186204	SHADE SIZE 36 X 18	SHADE COLOR Hanging Cantilever Hip Shade	 <p>PRO PLAYGROUNDS The Play & Recreation Experts</p>
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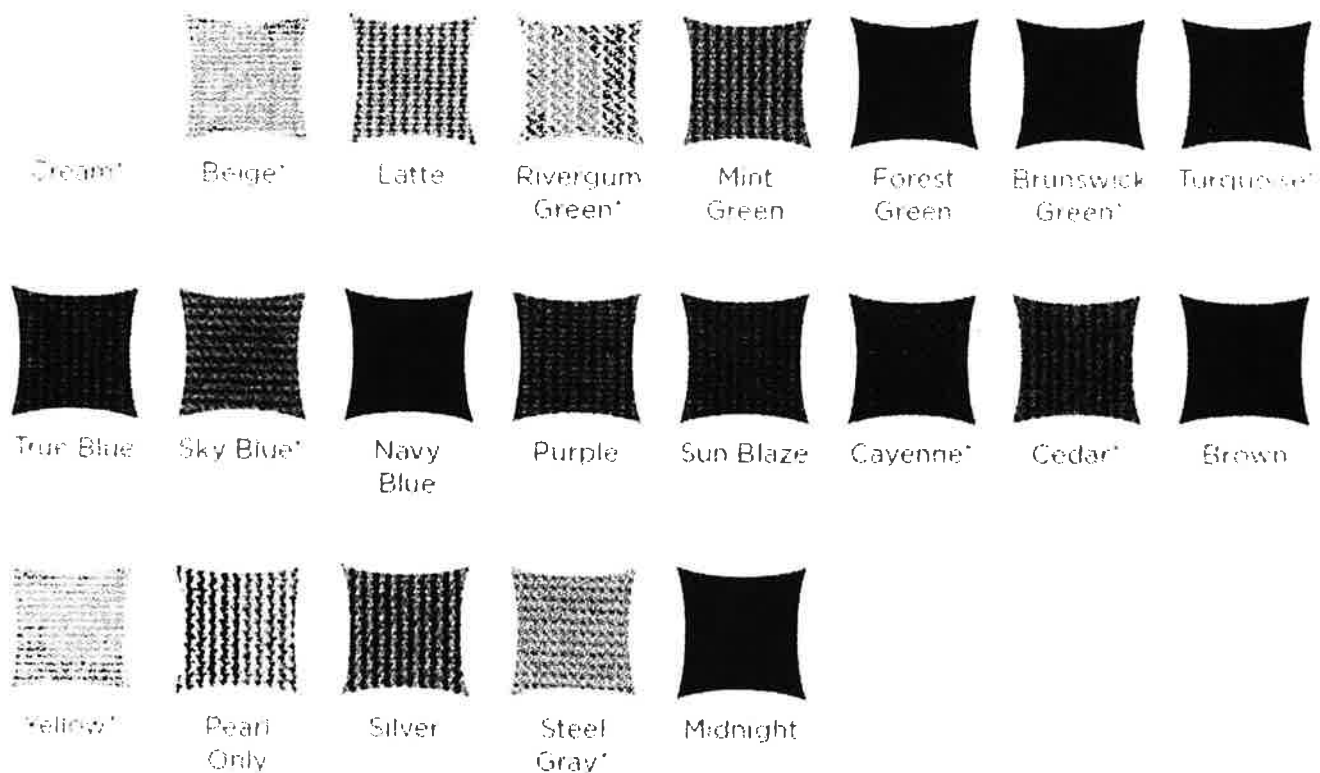
PAA wkH



COLOR SELECTION: TBD

Traditional Shade Fabric Colors

All colors are fire retardant and pass the NFPA 701 and ASTM E84 tests



Powder Coat Colors

Color Selection: TBD



Yellow



Butterscotch



Orange



Red



Burgundy



Terracotta



Blue



Ocean
Blue



Deep
Periwinkle



Patina



Spring
Green



Green



Electric
Purple



Deep
Green



Brown



Black



Starry
Night



Iron Gray



Rubbed
Bronze



Feather
Gray



Iced
Coffee



White

PAA WKA



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
8/22/2019	

Date	Invoice #
8/22/2019	1555
Terms	Project
	Davenport CDD - Shades

Bill To Davenport Road South Community Development District 12051 Corporate Blvd Orlando FL 32817
--



Item	Qty	Description	Amount
DEP		Required 50% deposit for Davenport CDD pool shade project	10 798 50
			Subtotal: \$10,798.50 Sales Tax: (7.5%) \$0.00 Balance Due: \$10,798.50 Credits: \$0.00 Balance Due: <u>\$10,798.50</u>

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PAF

WKA

**Davenport Road South
Community Development District**

Payment Authorization Nos. 31 – 33

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 31
11/15/2019

Item No.	Payee	Invoice Number	General Fund FY19	General Fund FY20
1	Black Oak Creative Drone Services	397		\$ 200.00
2	Business Observer Legal Advertising on 11/08/2019	19-02020K		\$ 50.31
3	Complete Pool Care December Pool Service	13348		\$ 1,525.00
4	Creative Association Services November Landscaping	6329		\$ 2,390.00
5	Duke Energy Acct: 57014 95486 ; Service 10/04/2019 - 11/05/2019	--		\$ 75.36
	Acct: 34486 92325 ; Service 10/03/2019 - 11/04/2019	--		\$ 16.46
	Acct: 97883 80299 ; Service 10/03/2019 - 11/04/2019	--		\$ 15.28
	Acct: 97970 13229 ; Service 10/03/2019 - 11/04/2019	--		\$ 16.46
6	Navitas Credit Corp. Playground Lease	--		\$ 527.41

Subtotal per FY	\$0.00	\$4,816.28
Total	\$4,816.28	

Secretary / Assistant Secretary



Chairperson

RECEIVED NOV 18 2019

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 32
11/22/2019

Item No.	Payee	Invoice Number	Amount	Fiscal Year
1	Fuqua Janitorial Services November Clubhouse Cleaning	7946	\$ 765.00	
2	PFM Group Consulting Reimbursables: September 2019	106889	\$ 1,015.73	FY 2019
	Reimbursables: September 2019	107048	\$ 26.27	FY 2019

Total \$ 1,807.00

1,042.00	FY 2019
765.00	FY 2019

Secretary / Assistant Secretary



Chairperson

RECEIVED NOV 25 2019

**DAVENPORT ROAD SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 33

12/6/2019

Item No.	Payee	Invoice Number	Amount
1	Creative Association Services		
	December Landscaping	6353	\$ 2,390.00
	Irrigation Repairs	6357	\$ 1,643.47
2	Duke Energy		
	Acct: 66995 79547 ; Service 10/21/2019 - 11/19/2019	--	\$ 2,195.04
	Acct: 97796 57410 ; Service 10/31/2019 - 12/02/2019	--	\$ 1,325.70
	Acct: 34486 92325 ; Service 11/04/2019 - 12/03/2019	--	\$ 16.46
	Acct: 97970 13229 ; Service 11/04/2019 - 12/03/2019	--	\$ 16.46
	Acct: 57014 95486 ; Service 11/05/2019 - 12/04/2019	--	\$ 67.42
	Acct: 97883 80299 ; Service 11/04/2019 - 12/04/2019	--	\$ 14.18
3	Hopping Green & Sams		
	General Counsel Through 10/31/2019	111345	\$ 1,372.00
4	Navitas		
	Playground Lease	--	\$ 1,722.66
5	Orkin		
	Pest Control	192509069	\$ 48.15
6	PFM Group Consulting		
	DM Fee: November 2019	DM-11-2019-0019	\$ 1,666.67
	Website Fee: November 2019	DM-11-2019-0020	\$ 100.00
7	Spectrum Business		
	Acct: 0050843758-01 ; Service 11/27/2019 - 12/26/2019	84375801112819	\$ 134.96
8	Supervisor Fees - 10/16/2019 Meeting		
	Rennie Heath	--	\$ 200.00
	Scott Shapiro	--	\$ 200.00
	Lauren Schwenk	--	\$ 200.00
	Patrick Marone	--	\$ 200.00
	Andrew Rhinehart	--	\$ 200.00
9	Supervisor Fees - 11/20/2019 Meeting		
	Rennie Heath	--	\$ 200.00
	Scott Shapiro	--	\$ 200.00
	Patrick Marone	--	\$ 200.00
	Andrew Rhinehart	--	\$ 200.00
Total			\$ 14,513.17

Secretary / Assistant Secretary

Chairperson

**Davenport Road South
Community Development District**

Monthly Financials

(provided under separate cover)