

***HIDDEN CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

***Board of Supervisors
Regular Meeting***

***Tuesday
April 3, 2018***

10:00 a.m.

At:

***Metro Development Group
2505 N. Rocky Point Drive
Suite 1050
Tampa, Florida***

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

HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Ted Sanders	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Paul Cusmano	DPFG
District Attorney	Vivek Babbar	Straley ,Robin & Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

All cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of seven different sections:

The meeting will begin promptly at **10:00 a.m.** with the first section which is called **Audience Questions and Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **District Counsel and District Engineer Reports**. This section allows the District Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The third section is the **Landscaping and Ponds** section and contains items that often require District Engineer, Operations Manager, and Landscape Contractor to discuss and update the Board. The fourth section is the **Business Administration** section and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The sixth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The seventh section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: **Tuesday**, April 3, 2018
Time: 10:00 a.m.
Location: Metro Development
2502 N. Rocky Point Drive, Suite 1050
Tampa, Florida 33607

Conference Call No.: (563) 999-2090
Code: 686859#

AGENDA

I. Roll Call

II. Audience Comments

III. Administrative Matters

- A. Approval of Minutes of March 6, 2018 Meeting Exhibit 1
- B. Acceptance of February 2018 Financial Statements Exhibit 2
- C. O & M Open PO 12-31-2017 Exhibit 3

IV. Business Matters

- A. BrightView Landscape & Irrigation Proposal Exhibit 4

V. Staff Reports

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

VI. Supervisors Requests

VII. Audience Questions and Comments on Other Items

VIII. Adjournment

EXHIBIT 1.

**MINUTES OF MEETING
HIDDEN CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Hidden Creek Community Development District was held on Tuesday, March 6, 2018 at 10:00 a.m. at the Offices of Metro Development Group, 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

FIRST ORDER OF BUSINESS - Roll Call

Mr. Cusmano called the meeting to order.

Present and constituting a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager
Mark Straley	District Counsel (via phone)

SECOND ORDER OF BUSINESS – Audience Comments

There being none, next item followed.

THIRD ORDER OF BUSINESS – Administrative Matters

A. Approval of Minutes of October 3, 2017 Meeting

B. Acceptance of the January 2018 Financial Statements

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved Items A & B for the Hidden Creek Community Development District.
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FOURTH ORDER OF BUSINESS – Business Matters

A. Consideration and Approval of Resolution 2018-02 Designating Primary Administrative Office and Headquarters.

Mr. Cusmano presented Consideration and Approval of Resolution **2018-02** Designating Primary Administrative Office and Headquarters.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution 2018-02 Designating Primary Administrative Office and Headquarters for the Hidden Creek Community Development District.
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B. BrightView Proposal

Mr. Cusmano presented the BrightView Proposal totaling \$1,122,092.05.

Discussion ensued.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the BrightView Proposal - \$1,122,092.05, for Forest Brook, Southshore Bay & Hidden Creek, subject to the contract form being finalized with District Counsel, and authorized the Chair to execute the contract, for the Hidden Creek Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. District Manager

There being none, next item followed.

B. Attorney

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

SIXTH ORDER OF BUSINESS – Supervisor Requests

There being none, next item followed.

SEVENTH ORDER OF BUSINESS – Audience Questions and Comments on Other Items

There being none, next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adjourned the meeting for the Hidden Creek Community Development District.

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Signature

Printed Name

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2.

Hidden Creek CDD Community Development District

Financial Statements
Unaudited

Period ending
February 28, 2018

HIDDEN CREEK CDD
BALANCE SHEET
February 28, 2018

	<u>GEN FUND</u>	<u>2016A-1</u>	<u>2016A-2 (AA1)</u>	<u>2016A-2 (AA2)</u>	<u>ACQ & CONST. (AA1)</u>	<u>ACQ & CONST. (AA2)</u>	<u>CONSOLIDATED TOTALS</u>
<u>ASSETS:</u>							
CASH	\$ 1,172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,172
CAP. IMPROVEMENT REVENUE	-	25,307	229	1,185	-	-	26,721
DS RESERVE 2016A-1	-	272,781	-	-	-	-	272,781
ACQ. & CONSTR. 2016A-1 (AA1)	-	-	-	-	1,568,140	-	1,568,140
PREPAYMENT 2016A-2	-	-	226,510	-	-	-	226,510
DS RESERVE (AA1)	-	-	189,844	-	-	-	189,844
COST OF ISSUANCE (AA1)	-	-	-	-	-	-	-
DS RESERVE (AA2)	-	-	-	456,250	-	-	456,250
COST OF ISSUANCE (AA2)	-	-	-	-	-	-	-
ACQ. & CONSTR. (AA2)	-	-	-	-	-	3,176,571	3,176,571
RESTR. ACQ. & CONSTR. (AA2)	-	-	-	-	-	-	-
ACCOUNTS RECEIVABLE	13,411	-	-	-	861,374	65,341	940,126
DEPOSITS	1,570	-	-	-	-	-	1,570
TOTAL ASSETS	<u>\$ 16,153</u>	<u>\$ 298,088</u>	<u>\$ 416,583</u>	<u>\$ 457,435</u>	<u>\$ 2,429,514</u>	<u>\$ 3,241,912</u>	<u>\$ 6,859,685</u>
<u>LIABILITIES:</u>							
ACCOUNTS PAYABLE	\$ 11,882	\$ -	\$ -	\$ -	\$ 687,635	\$ 735,493	\$ 1,435,010
RETAINAGE PAYABLE	-	-	-	-	249,759	-	249,759
<u>FUND BALANCE:</u>							
RESTRICTED FOR:							
CAPITAL PROJECTS	-	-	-	-	-	-	-
ASSIGNED:	-	-	-	-	-	-	-
UNASSIGNED:	4,271	298,088	416,583	457,435	1,492,120	2,506,419	5,174,916
TOTAL LIAB. & FUND BAL.	<u>\$ 16,153</u>	<u>\$ 298,088</u>	<u>\$ 416,583</u>	<u>\$ 457,435</u>	<u>\$ 2,429,514</u>	<u>\$ 3,241,912</u>	<u>\$ 6,859,685</u>

HIDDEN CREEK CDD

GENERAL FUND

STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE

FOR PERIOD STARTING OCTOBER 1, 2017 ENDING FEBRUARY 28, 2018

	<u>FY2017 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
I. REVENUE				
DEVELOPER FUNDING	199,533	83,139	65,089	(18,050)
MISCELLANEOUS REVENUE	-	-	-	-
TOTAL REVENUE	199,533	83,139	65,089	(18,050)
II. EXPENDITURES				
ADMINISTRATIVE:				
SUPERVISORS COMPENSATION	12,000	5,000	1,316	3,684
PAYROLL TAXES- BOS	918	383	46	337
PAYROLL SERVICES FEE	600	250	96	154
MANAGEMENT CONSULTING SERVICES	24,000	10,000	10,000	-
CONSTRUCTION ACCOUNTING SERVICES	4,500	4,500	4,500	-
PLANNING & COORDINATING SERVICES	36,000	15,000	15,000	-
ADMINISTRATIVE EXPENSES	7,500	3,125	3,125	-
BANKING SERVICES	120	50	104	(54)
MISCELLANEOUS	500	208	-	208
AUDITING SERVICES	3,500	1,458	-	1,458
TRAVEL PER DIEM - BOS	200	83	-	83
INSURANCE	2,651	2,651	5,300	(2,649)
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	2,000	833	187	646
PERFORMANCE & WARRANTY BOND PREM.	5,000	2,083	-	2,083
ENGINEERING SERVICES	10,000	4,167	5,587	(1,420)
LEGAL SERVICES	10,000	4,167	1,088	3,079
WEBSITE DEVELOPMENT & HOSTING	720	300	300	-
TOTAL ADMINISTRATIVE	120,384	54,434	46,824	7,610
DEBT SERVICE ADMINISTRATION:				
ARBITRAGE	650	650	650	-
DISSEMINATION AGENT	5,000	5,000	5,000	-
TRUSTEE FEES	9,104	9,104	9,104	-
TOTAL DEBT SERVICE ADMINISTRATION	14,754	14,754	14,754	-
PHYSICAL ENVIRONMENT:				
CONTINGENCY	55,743	23,226	-	23,226
LANDSCAPE MAINTENANCE - SPINE RD.	100,000	41,667	-	41,667
PONDS - AQUATIC MAINTENANCE	20,000	8,333	4,390	3,943
PONDS - LANDSCAPE MAINTENANCE	40,000	16,667	-	16,667
STREETLIGHTS	15,000	9,000	306	8,694
ENTRANCE MONUMENT MAINTENANCE	10,000	4,167	-	4,167
FIELD MANAGER	7,252	3,022	-	3,022
FIELD MANAGER - TRAVEL	1,400	583	-	583
TOTAL CONSTRUCTION	249,395	106,665	4,696	101,969
TOTAL EXPENDITURES	384,533	175,852	66,274	109,578
EXCESS REVENUE OVER (UNDER) EXPEND.	(185,000)	(92,713)	(1,185)	91,528
FUND BALANCE - BEGINNING	-	-	5,455	5,455
FUND BALANCE - ENDING	\$ (185,000)	(\$92,713)	4,270	96,983

HIDDEN CREEK CDD
2016A-1
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING FEBRUARY 28, 2018

	FY18 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE				
SPECIAL ASSESSMENTS (NET)	389,374	162,239	24,200	(138,039)
MISCELLANEOUS	-	-	901	-
LESS: DISCOUNT ASSESSMENTS	(15,575)	-	-	-
TOTAL REVENUE	373,799	162,239	25,101	(138,039)
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	15,575	-	-	-
INTEREST EXPENSE				
May 1, 2018	161,556	-	-	-
November 1, 2018	161,556	-	-	-
PRINCIPAL RETIREMENT				
PRICIPAL PAYMENT				
May 1, 2018	-	-	-	-
TOTAL EXPENDITURES	338,687	-	-	-
EXCESS REVENUE OVER (UNDER) EXPEND.	35,112	162,239	25,101	(138,039)
OTHER FINANCING SOURCES (USES)				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	(392)	-
FUND BALANCE - BEGINNING	-	-	273,379	-
FUND BALANCE - ENDING	35,112	162,239	298,088	(138,039)

HIDDEN CREEK CDD
2016A-2 (AA1)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING FEBRUARY 28, 2018

	FY18 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE				
SPECIAL ASSESSMENTS (NET)	253,125	253,125	256,979	3,854
MISCELLANEOUS	-	-	365	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
TOTAL REVENUE	253,125	253,125	257,344	3,854
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2018	126,563	-	-	-
November 1, 2018	126,563	-	-	-
PRINCIPAL RETIREMENT			30,469	
PRICIPAL PAYMENT				
May 1, 2018	-	-	-	-
TOTAL EXPENDITURES	253,125	-	30,469	-
EXCESS REVENUE OVER (UNDER) EXPEND.	-	253,125	226,875	3,854
OTHER FINANCING SOURCES (USES)				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	(574)	-
FUND BALANCE - BEGINNING	-	-	190,283	-
FUND BALANCE - ENDING	-	253,125	416,584	3,854

HIDDEN CREEK CDD
2016A-2 (AA2)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING FEBRUARY 28, 2018

	FY18 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE				
SPECIAL ASSESSMENTS (NET)	456,250	190,104	-	(190,104)
MISCELLANEOUS	-	-	1,453	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
TOTAL REVENUE	456,250	190,104	1,453	(190,104)
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2018	228,125	-	-	-
November 1, 2018	228,125	-	-	-
PRINCIPAL RETIREMENT				
PRICIPAL PAYMENT				
May 1, 2018	-	-	-	-
TOTAL EXPENDITURES	456,250	-		
EXCESS REVENUE OVER (UNDER) EXPEND.	-	190,104	1,453	(190,104)
OTHER FINANCING SOURCES (USES)				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	(1,199)	-
FUND BALANCE - BEGINNING	-	-	457,181	-
FUND BALANCE - ENDING	-	190,104	457,435	(190,104)

HIDDEN CREEK CDD
CAPITAL PROJECTS FUND (AA1)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING FEBRUARY 28, 2018

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUE	
DEVELOPER FUNDING	1,390,648
MISCELLANEOUS REVENUE	6,355
TOTAL REVENUE	<u>1,397,003</u>
 EXPENDITURES	
CONSTRUCTION EXPENSES	86,201
REQUISITION EXPENSES	757,990
FUNDING REQUESTS	999,132
TOTAL EXPENDITURES	<u>1,843,323</u>
 EXCESS REVENUE OVER (UNDER) EXPEND.	 (446,320)
 INTERFUND TRANSFER IN	 966
FUND BALANCE - BEGINNING	1,975,440
 FUND BALANCE - ENDING	 <u><u>1,530,086</u></u>

HIDDEN CREEK CDD
CAPITAL PROJECTS FUND (AA2)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING FEBRUARY 28, 2018

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUE	
DEVELOPER FUNDING	65,341
MISCELLANEOUS REVENUE	11,057
TOTAL REVENUE	<u>76,398</u>
 EXPENDITURES	
REQUISITION EXPENSES	1,395,526
CONSTRUCTION IN PROGRESS	-
TOTAL EXPENDITURES	<u>1,395,526</u>
 EXCESS REVENUE OVER (UNDER) EXPEND.	 (1,319,128)
 INTERFUND TRANSFER IN	 1,199
FUND BALANCE - BEGINNING	3,786,382
 FUND BALANCE - ENDING	 <u>2,468,453</u>

HIDDEN CREEK CDD
Cash Reconciliation - General Fund
February 28, 2018

Balance Per Bank Statement	\$	4,405.32
Less: Outstanding Checks		(3,233.53)
<i>Adjusted Bank Balance</i>	\$	<u>1,171.79</u>
Beginning Cash Balance Per Books	\$	2,626.92
Cash Receipts		6,717.90
Cash Disbursements		(8,173.03)
<i>Balance Per Books</i>	\$	<u>1,171.79</u>

HIDDEN CREEK CDD CHECK REGISTER FY18

Date	Num	Name	Memo	Debit	Credit	Balance
09/30/2017		EOY Balance		13,573.56	8,526.90	5,565.15
10/02/2017	9997	Egis Insurance Advisors, LLC	Insurance FY 2018		5,300.00	265.15
10/25/2017	ACH10252	Bank United	Checks Purchased		103.58	161.57
10/30/2017		Shutts & Bowen	O & M - (Shutts & Bowen)	2,015.37		2,176.94
10/31/2017		EOM Balance		2,015.37	5,403.58	2,176.94
11/02/2017		Developer Funding	GF 2017-25/GF 2018-01,02	21,722.50		23,899.44
11/03/2017	2151	AQUATIC SYSTEMS	Lake & Pond Maint - Sept/Oct		1,756.00	22,143.44
11/03/2017	2152	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt Constr Acctng		15,125.00	7,018.44
11/03/2017	2153	LERNER REPORTING SERVICES	Dissemination FY 2017		4,000.00	3,018.44
11/03/2017	2154	Straley Robin Vericker	Legal Svcs thru 9/15/17		25.00	2,993.44
11/03/2017	2155	TAMPA BAY TIMES	Legal Ads		756.50	2,236.94
11/03/2017	2156	Venturesin.com, Inc	Web Site Hosting - October		60.00	2,176.94
11/10/2017	ACH11102	Paychex	Payroll Fee		10.00	2,166.94
11/14/2017	2159	FLORIDA DEPT OF ECONOMIC	Annual Filing - FY 2018		175.00	1,991.94
11/14/2017	2160	TECO	9/20-10-12 - 16925 Trite Bend St		1,662.54	329.40
11/14/2017	2161	Venturesin.com, Inc	Domain Name Renewal		19.99	309.41
11/30/2017		Developer Funding	GF 2018-03	14,498.60		14,808.01
11/30/2017	2164	AQUATIC SYSTEMS	Lake & Pond Maint - November		878.00	13,930.01
11/30/2017	2165	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - November		5,625.00	8,305.01
11/30/2017	2166	LERNER REPORTING SERVICES	Dissemination		5,000.00	3,305.01
11/30/2017	2167	Stantec Consulting Services, Inc	Engineering Svcs thru 10/13/17		1,882.00	1,423.01
11/30/2017	2168	Straley Robin Vericker	Legal Svcs		318.10	1,104.91
11/30/2017	2169	Venturesin.com, Inc	Web Site Hosting - November		60.00	1,044.91
11/30/2017		EOM Balance		36,221.10	37,353.13	1,044.91
12/08/2017	ACH12082	Paychex	BOS Mtg - 10/3/17		715.50	329.41
12/08/2017	20033	Ira D Draper	BOS Mtg - 10/3/17		184.70	144.71
12/08/2017	20035DD	Lori Price	BOS Mtg - 10/3/17		183.87	-39.16
12/08/2017	20034	Michael S Lawson	BOS Mtg - 10/3/17		184.70	-223.86
12/08/2017	ACH12081	Paychex	BOS Mtg - 10/3/17		92.63	-316.49
12/08/2017	ACH12082	Paychex	P/R Fee		55.50	-371.99
12/14/2017		Developer Funding	GF 2018-04	3,694.84		3,322.85
12/14/2017		Developer Funding	GF 2018-04	2,017.65		5,340.50
12/15/2017	2176	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - December		5,625.00	-284.50
12/15/2017	2177	TECO	10/13/11/11 16925 Trite Bend St		27.49	-311.99
12/15/2017	2178	Venturesin.com, Inc	Web Site Hosting - December		60.00	-371.99
12/31/2017		EOM Balance		5,712.49	7,129.39	-371.99
01/05/2018		Shutts & Bowen	O & M (Shutts & Bowen)	6,046.11		5,674.12
01/12/2018	2183	AQUATIC SYSTEMS	Lake & Pond Maint - December		878.00	4,796.12
01/12/2018	2184	Stantec Consulting Services, Inc	Engineering Svcs thru 12/8/17		1,772.50	3,023.62
01/12/2018	2185	Straley Robin Vericker	Legal Svcs thru 12/15/17		75.50	2,948.12
01/12/2018	2186	TECO	11/12-12/8 - 16925 Trite Bend St		74.20	2,873.92
01/12/2018	2187	Venturesin.com, Inc	Web Site Hosting - January		60.00	2,813.92
01/19/2018	2188	Business Observer	Legal Ad		187.00	2,626.92
01/25/2018		Developer Funding	GF 2018-05	5,625.00		8,251.92
01/26/2018	2191	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - January		5,625.00	2,626.92
01/31/2018		EOM Balance		11,671.11	8,672.20	2,626.92
02/07/2018		Shutts & Bowen	O & M (Shutts & Bowen)	671.79		3,298.71
02/12/2018	ACH02122	Paychex	Payroll Fees		30.00	3,268.71
02/15/2018		Shutts & Bowen	O & M (Shutts & Bowen)	6,046.11		9,314.82
02/22/2018	2195	AQUATIC SYSTEMS	Lake & Pond Maint.		1,756.00	7,558.82
02/22/2018	2196	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - February		5,625.00	1,933.82
02/22/2018	2197	LLS TAX SOLUTIONS, INC.	Arbitrage - 2016A-1,2		650.00	1,283.82
02/22/2018	2198	TECO	Electricity		112.03	1,171.79
02/28/2018		EOM Balance		6,717.90	8,173.03	1,171.79

EXHIBIT 3.

9:21 AM
01/30/18

Hidden Creek CDD
Open Purchase Orders
As of December 31, 2017

Date	Name	Memo	Num	Amount	Open Balance
08/29/2017	AQUATIC SYSTEMS	Pond Maint Contract	OM-HC-001	10,536.00	10,536.00
Total				<u>10,536.00</u>	<u>7,024.00</u>

EXHIBIT 4.



5326 County Road #579
Seffner, FL. 33584
(PH) 813-628-8116 (FAX) 813-628-8186

To: Hidden Creek CDD
c/o ~~DPFG~~ Management and Consulting LLC
15310 Amberly Drive, Ste 175
Tampa, FL 33637

Date: March 26, 2018

Attention: Ted Sanders

Job Name: Forestbrook (Southshore Bay)

BC Job No: 152438

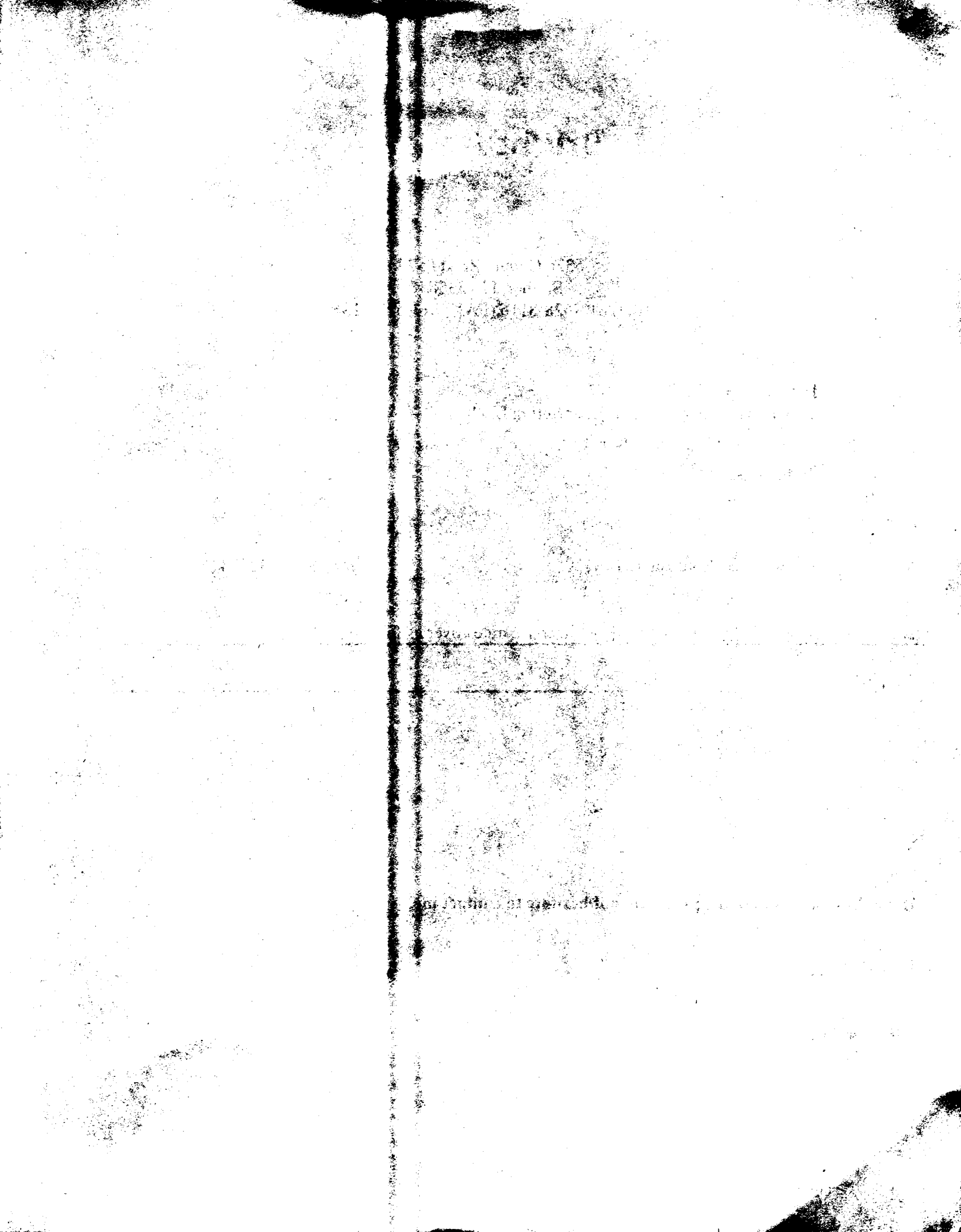
We are sending you ☒ Herewith ☐ Under separate cover as follows:

No. of Copies	Date	Description
1		Survey Letter
1		COI
3		Contracts

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Virginia Foss
Office Manager



5326 County Road 579
Seffner, FL 33584
tel:813.628.8116
fax:813.628.8186
License #CQ1504087, QB10529

www.BrightView.com



March 26, 2018

Hidden Creek Community Development District
c/o DPF Management and Consulting LLC
15310 Amberly Drive, Ste 175
Tampa, FL 33647
Attn: Ted Sanders

Re: Forestbrook (Southshore Bay)- Irrigation & Landscaping Improvements; Job#: 152438

BrightView Landscape Development, Inc. strives to produce quality work and to provide excellent service to you as our valued customer. Hearing your candid evaluation of our performance is critical to our success. Therefore, we have engaged a professional research firm, National Business Research Institute (NBRI), to survey all of our customers for an independent and unbiased assessment.

During the course of our involvement with your project, you should expect to receive a phone call from National Business Research Institute (NBRI) to ask for your participation in a phone survey. This survey will provide a simple format to allow you to evaluate our development craftsmanship and service to you. Your feedback will help us to improve our service to you as we develop priorities and focus our actions to improve our capabilities based upon your direct input.

Thank you in advance for your feedback! We look forward to your evaluation and comments as a valued customer.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andy Johnson".

Andy Johnson
Vice President

xc: Contract File
Job File



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/23/2018

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

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

PRODUCER Aon Risk Services Northeast, Inc. – New York Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: MaryNoel Casey		
	PHONE (A/C No. Ext): (866) 283-7122	FAX (A/C, No): (800) 363-0105	
INSURED BrightView Landscape Development, Inc. 5326 County Road 579 Seffner, FL 33584	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: ACE American Insurance Company		22667
	INSURER C: ACE American Insurance Company		22667
	INSURER D1:		
	INSURER D2:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		G28103669	10/01/2017	10/01/2018	EACH OCCURRENCE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000.00
	<input type="checkbox"/> CLAIMS <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000.00
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY	\$2,000,000.00
	<input checked="" type="checkbox"/> XCU HAZARD						GENERAL AGGREGATE	\$4,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	\$4,000,000.00
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
B	AUTOMOBILE LIABILITY			H09088908	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000.00
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)					
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident)					
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident)					
	UMBRELLA LIAB						EACH OCCURRENCE 1	
	EXCESS LIAB						AGGREGATE 1	
	DED						EACH OCCURRENCE 2	
							AGGREGATE 2	
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			C48033301	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N		E.L. EACH ACCIDENT				\$2,000,000.00	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE – EA EMPLOYEE				\$2,000,000.00	
			E.L. DISEASE – POLICY LIMIT				\$2,000,000.00	
	Other							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required). Policy Provisions include a 30 day cancellation notice/10 days for non payment.

See Attached For CG 20 10 04 13 - Add Insured

152438 Forestbrook (Southshore Bay)- Irrigation & Landscaping Improvements, 1809 West Lake Dr, Wimauma, FL 33598

CERTIFICATE HOLDER

Hidden Creek Community Development District
c/o DPFG Management and Consulting LLC
15310 Amberly Drive, Ste 175
Tampa, FL 33647

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Hidden Creek Community Development District	Job # 152438 Forestbrook (Southshore Bay)- Irrigation & Landscaping Improvements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Landscaping and Irrigation Installation Agreement

This Landscaping and Irrigation Installation Agreement (this "**Agreement**") is effective as of the 6th day of February, 2018, between the **Hidden Creek Community Development District**, whose mailing address is c/o DPF, 15310 Amberly Drive, Suite 175, Tampa, FL. 33647 (the "**District**") and **BrightView Landscape Development, Inc.**, a ~~Florida~~ **CALIFORNIA** corporation, whose mailing address is 5326 County Rd. 579, Seffner, FL 33584 ("**Contractor**").

Initial
Here

Initial
Here

Background Information:

The District owns and maintains certain property within the District's boundaries and desires certain landscaping and irrigation installation services as described in the plans and specifications prepared by Heidt Design, LLC. The Contractor is duly licensed in the state of Florida and qualified to perform the job duties and has any and all approvals and licenses as required by law to provide the public these services. The Contractor is familiar with the District's property. The Contractor has submitted a proposal to provide certain services as described in their proposal attached hereto as **Exhibit A ("Proposal")**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference the background information, the plans and specifications, and Proposal are incorporated by reference as a material part of this Agreement.
2. **Scope of Services.** The Contractor shall furnish all services, labor, materials and equipment necessary for the complete performance of the work contemplated in the Proposal and the plans and specifications prepared by Heidt Design, LLC. Prior to performing any excavation work or digging operations, Contractor shall locate any underground utility lines or pipes. At the conclusion of the work, Contractor shall dispose of any waste material at an off-site waste disposal facility. The fact that any part of the work necessary to meet the requirements of District, or any governmental or other appropriate authorities, are not specifically mentioned in this Agreement or the Proposal, will not excuse Contractor from performance thereof if said part of the work to be performed is usual and normal in the crafts or trades required to perform the work or the crafts or trades usually employed to perform work similar to the work.
3. **Time of Completion.** The work shall commence by _____, 2018 and shall be completed within _____ days.
4. **Delays and Extension of Time of Completion.**
 - a. If Contractor is delayed at any time in the progress of the work by any act or neglect of the District, or by any employee thereof, or by any separate contractor employed by the District, or by changes ordered in the work, or by prevention of performance because of governmental laws or regulation, or by fire or catastrophic weather condition, or unusual delays in delivery of materials and equipment beyond the

10/1/72

10/1/72

10/1/72

10/1/72

control of Contractor, then the time of completion shall be extended by change order for such reasonable time as the District may determine. Provided further that the Contractor specifically acknowledges that it has estimated and planned for a minimum of twenty (20) days of adverse weather conditions (preventing all work), prior to entering into this Agreement. Accordingly, Contractor shall not be entitled to any change in the time required for Substantial Completion based on such adverse weather conditions until such conditions cause delay for a period of time in excess of the twenty (20) days planned.

- b. Any claim for extension of time shall be made in writing to the District representative not more than fifteen (15) days after commencement of the delay; otherwise, it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.
 - c. If no agreement is made stating the dates upon which interpretations as provided above shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.
5. **Manner of Performance.** 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. The District and any representatives or consultants, at all times, shall have access to the work for any lawful purpose, including inspection. The Contractor shall be responsible for any damage caused by Contractor's negligence. Upon discovery of any information or defect that may affect the work, the Contractor shall immediately provide the District written notice of such information or defect. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
6. **Florida Sales Tax.** Contractor acknowledges that the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the District any Florida Sales and Use Tax for the work.
7. **Compensation and Progress Payments.**

- a. The District agrees to compensate the Contractor for the Scope of Services described above in the total amount of **\$1,110,860.83**.
- b. Based upon Applications for Payment submitted to the District by the Contractor each month and Certificates for Payment issued by the District representative, the District shall make progress payments on account of the total compensation to the Contractor as provided in this Agreement for the period ending the 25th day of each month. The District shall, not later than 45 days following the receipt of proper Applications and Certificates for Payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the Application for Payment, less retainage of

10% until 50-percent completion of the work, then less retainage of 5% after 50-percent completion of the work, and less the aggregate of previous payments made by the District.

i. If the Contractor and the District representative cannot agree on a payment amount, the District representative will promptly issue a Certificate for Payment for the amount for which she is able to make such representations to the District. The District representative may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, she may nullify the whole or any part of any Certificate of Payment previously issued, to such extent as may be necessary in her opinion to protect the District from loss because of:

1. defective work not remedied,
2. third party claims filed or reasonable evidence indicating probable filing of such claims,
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
4. reasonable evidence that the work cannot be completed for the unpaid balance of the total compensation,
5. damage to the District or another contractor,
6. reasonable evidence that the work will not be completed within the time of completion, or
7. persistent failure to carry out the work in accordance with this Agreement.

When the basis for withholding her Certificate as outlined in this subparagraph is removed, the District representative shall certify for payment the related amounts for which payment has been properly requested.

c. Final payment, constituting the entire unpaid balance of each phase of work, shall be paid by the District to the Contractor within 30 days of when the work has been completed, the Scope of Services fully performed, and a final Certificate for Payment for each phase of work has been issued by the District representative. The amount of the final payment shall be the total compensation, plus any approved change orders, less all progress payments previously paid pursuant to this Agreement.

d. The District 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 District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness.

8. **Warranty.** Contractor will provide a one (1) year warranty, from the date of the District representative's final Certificate for Payment, for the parts, materials, and labor performed under this Agreement, excluding seasonal flowers. Alterations to the landscaping

and irrigation by others will void the warranty of the affected plants such as utility work, other contractor installations, hardscape or structural modifications adjacent to planting areas. The warranty excludes acts of god, uncontrollable or new species of pests, untreatable fungus and virus, failure to irrigate or water sufficiently and all other factors that may cause damage and/or death to the plant material that are not under normal healthy growing conditions outside the control of Contractor. Refusal of a subcontractor responsible for the defective work to correct such work shall not excuse the Contractor from performing under this warranty. In the event the Contractor fails to meet its warranty obligations, the District, at its opinion, shall have the right upon ten (10) days' prior written notice to the Contractor, to correct the defective work through its own forces or by retaining other contractors. In such event, the Contractor shall reimburse the District for all costs it incurs in obtaining the correction of the defective work.

9. Concealed Conditions.

- a. Contractor has reviewed all existing conditions and limitations affecting the work, including, without limitation, all property lines, utility locations, existing improvements, elevations, and site and local conditions, as applicable to the work. Claims for additional compensation or extensions of time because of the failure of Contractor to familiarize itself with conditions at the site will not be allowed.
- b. If conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in this Agreement, or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then notice by the observing party shall be given to the other party promptly before the conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. District representative will promptly investigate such conditions and, if they are not governed by subsection (c) below and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the compensation or time of completion or both. If District representative determines that conditions at the site are not as described in clauses (i) and (ii), above, and that no change in the terms of this Agreement is justified, District representative shall so notify the District and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within fourteen (14) days after District representative has given notice of her determination.
- c. No adjustment in the time of completion or compensation shall be permitted, however, in connection with a concealed or unknown condition (i) which does not differ materially from those conditions disclosed or (ii) which reasonably should have been disclosed by (a) Contractor's inspections, tests, reviews and preconstruction services performed in connection with the work, including any tests made by or in the possession of Contractor, or (b) inspections, tests, reviews and preconstruction services which Contractor negligently failed to request in connection with the work.

10. **Governmental Compliance.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by Federal, State, County, Municipal or regulatory bodies, relating to the contemplated operations and services hereunder.
11. **Permits and Approvals.** Contractor shall be responsible for obtaining all necessary permits and other governmental approvals and any delay in obtaining such permits and approvals will not serve to extend the time of completion unless such delay is specifically shown to be outside Contractor's control. Time is of the essence with respect to this agreement and all of Contractor's obligations thereunder.
12. **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 thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
13. **Indemnification.** Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands 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, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
14. **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.
15. **Contractor's Default.**
- a. Contractor shall be in "Default" under this Agreement if, after seven (7) days written notice, Contractor fails or neglects to (i) carry out the work in accordance with this Agreement or in accordance with any specifications, applicable laws, (ii) make proper and timely payment to any Subcontractor for materials or labor, (iii) comply with the progress schedule, (iv) replace rejected material promptly or correct rejected

workmanship as herein provided, or (v) observe any other terms, provisions, conditions, covenants and agreements in this Agreement to be observed and performed on the part of Contractor. In the event of a Default by Contractor, District, without prejudice to any other right or remedy District may have, may correct such deficiencies and may deduct the cost thereof, including compensation for the District representative's or any services and expenses made necessary thereby, from the payment then or thereafter due Contractor.

- b. Alternatively, after Contractor's failure to cure such matter within such seven (7) day period, at the District's option, District may terminate this Agreement and take possession of the site and remove all materials, tools and construction equipment and machinery thereon owned by Contractor (or require Contractor to immediately remove all such materials, tools and construction equipment and machinery from the site) and District may finish (or cause another contractor to finish) the work by whatever method District may deem expedient. If District takes possession of the site, District may, without any cost or liability to District, use materials, tools and construction equipment and machinery owned by Contractor and left on the site. If the unpaid balance of this compensation exceeds the cost of finishing the work, including compensation for District representative's and any services and expenses made necessary thereby (including, without limitation, District's reasonable attorney's fees and costs), such excess shall be paid to Contractor following final completion of the work by District, but if such cost exceeds such unpaid balance, Contractor shall pay the difference to District. District shall not be responsible to Contractor for any loss of anticipated profits or other consequential damages on any of the work not performed on account of a termination of this Agreement. After any termination of this Agreement by District pursuant to this subsection, Contractor shall not be entitled to any further payment under this Agreement except to the extent of any amount by which the authorized work completed or installed by Contractor prior to such termination and not previously paid for by District exceeds the amount due by Contractor to District under this subsection (including all damages which District would be entitled to recover from Contractor by reason of Contractor's breach), and even then only at such time as the work is finally completed. Any sums payable by Contractor to District pursuant to this subsection shall be payable upon demand and shall bear interest at the lesser of 12% per annum or the highest lawful rate until paid.

16. **Termination.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Upon any 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.

17. **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 this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT paul.cusmano@dpfg.com, OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

18. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located in.
19. **Enforcement of Agreement.** 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.
20. **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.
21. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
22. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
23. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
24. **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.
25. **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.

26. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. 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.

BrightView Landscape Development, Inc.

Name: _____

Title: _____

**Hidden Creek
Community Development District**

Chair/Vice-Chair of the Board of Supervisors

#152438

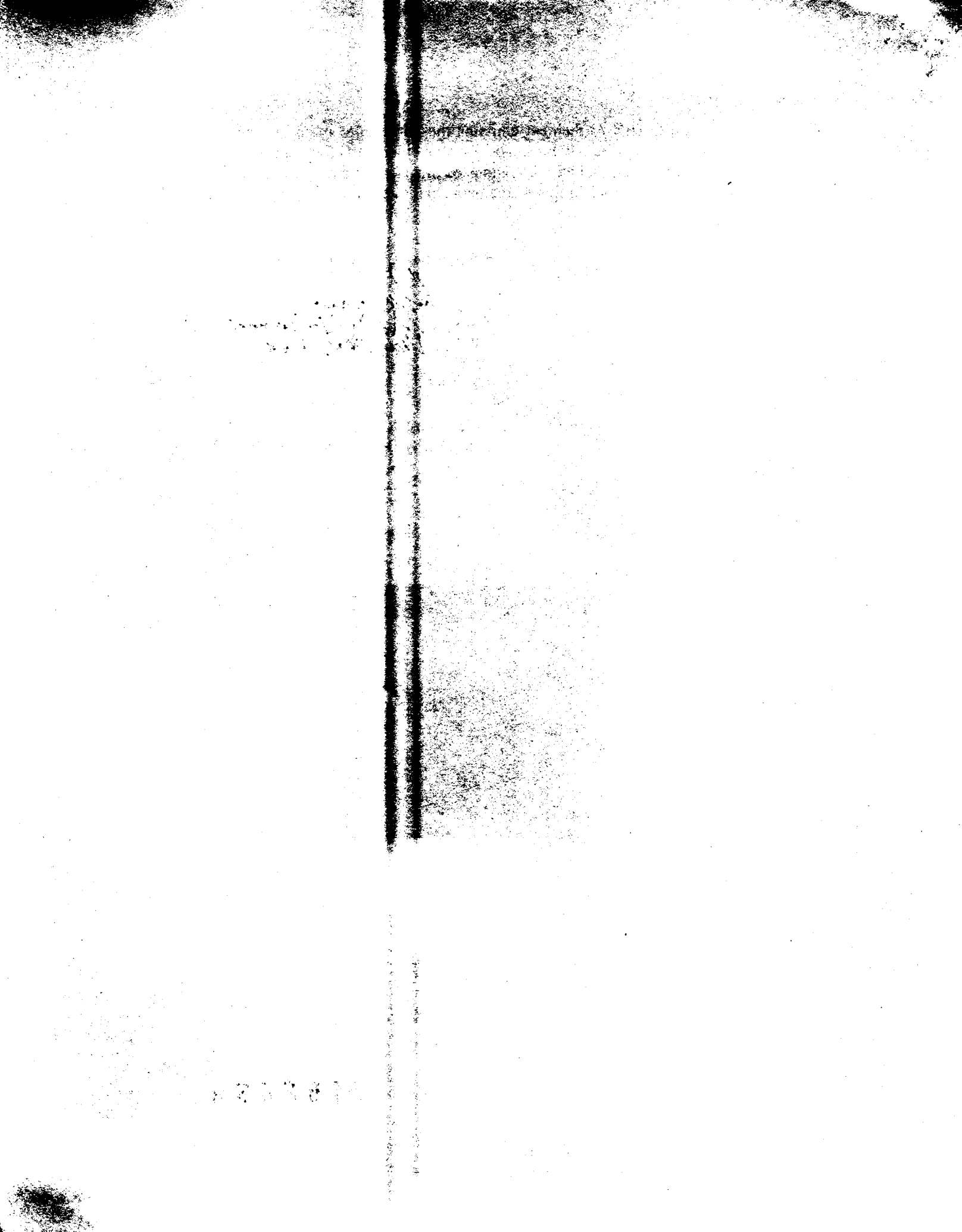


Exhibit A

#152438 -

Landscape and Irrigation Proposal

Scope:

Landscape, Irrigation and Hardscape

Project:

Forest Brooke

BrightView
Landscape Development

#152438

10-27-17

Hidden Creek CDD

BrightView Landscape Development (BVLD) is pleased to submit our proposal for the Hidden Creek CDD Landscape and Irrigation based on:

Plans: Dated 05-19-17

- L-400 - L- 420 and L-470 - L-472 and IR – 401 – IR- 420, IR-D, IR-L

Prepared by:

- Heidt Design

The following scope of work is included in this proposal:

- Landscape
- Irrigation

Please note these exclusions and qualifications as part of our proposed bid:

1. Site to be accepted at +/- .2 ft to final grade in landscape areas. Should the need arise for fill dirt we will utilize the on site stockpile.
2. All plant material is bid based on pricing and availability at the time of the bid. Pricing and availability is subject to change outside of our control. We reserve our right for additional costs and/or size substitutions based on changes to pricing and/or availability.
3. Electrical source for irrigation controller(s) by others.
4. All 2" drip zone valves bid as Hunter ICZ-151.
5. Proposal includes irrigation backflow as per County requirements.
6. All lateral line not sized on the plans bid as 1-1/4".
7. Quantities based on our takeoff per plan pages dated 5-19-17.
8. All planting pit backfill amended with Peat and Agriform Tablets
9. Tree backfill is bid as per spec 5.d. on L472.
10. We have included Florida Peat soil amendments for large trees and all oaks
11. We have provided an Add Alternate for planting soil mix per spec 5.a. & 5.b. on L472 for detail 4/L471.
12. Bid excludes the following:
 - a. Protection/Barricades of existing plant material
 - b. Erosion Control Measures
 - c. Drainage Applications
 - d. Excavation of existing soils
 - e. Bid excludes spraying and stripping.
 - f. Bid excludes receiving site with hydroseed applications.

[2 of 3]

.....
BrightView Landscape Development, Inc.

#152438

Please see attached proposal detail.

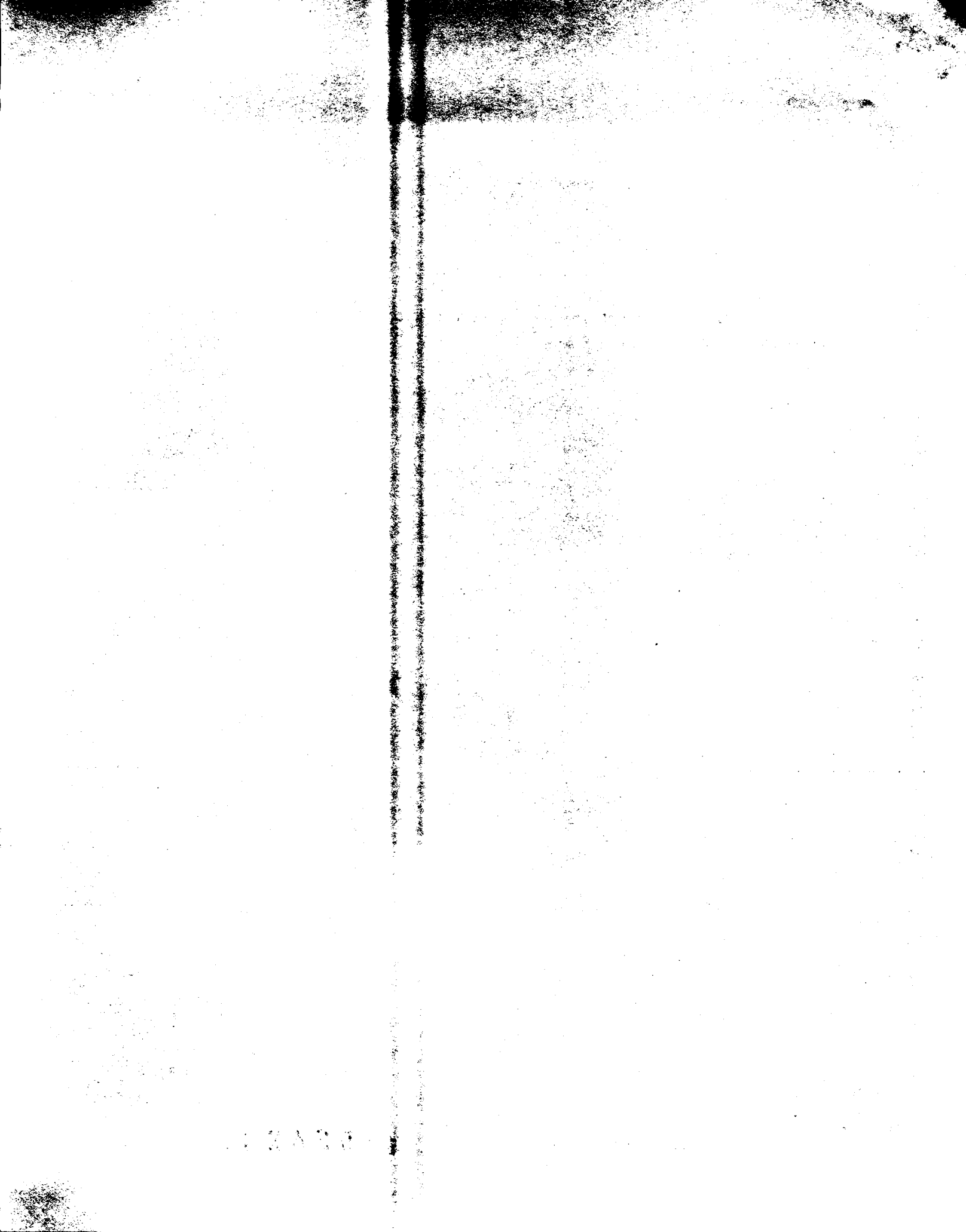
Add 1% for P&P

Upon review of this document, please do not hesitate to contact me for any additional information or clarification you require.

Sincerely,

Tom Mansfield
Chief Estimator
BrightView Landscape Development, Inc.
5326 CR 579
Seffner, FL 33584
(813) 628-8116

[3 of 3]



12345

09/27/2017
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18:46
Forest Brooke Phase I (L,I) 9-26-17

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Rev. Date: 06/12/2017						
100	Acer rubrum 'F.Flame' B&B 2"C 12-14'x6-8'		44.000	EA	324.88	14,294.72
110	Betula nigra var. 'Dura Heat' B&B Multi 12-14'x6-8		12.000	EA	328.63	3,943.56
120	Ligustrum japonicum 65g 8'x8' 5 trunk min		62.000	EA	376.56	23,346.72
130	Pinus elliotti FG 2"C 10-12'x4-6'		206.000	EA	256.40	52,818.40
140	Pinus elliotti FG 4"C 14-16'x8-10'		168.000	EA	387.81	65,152.08
150	Quercus virginiana B&B 2"C 10-12'x5-6'		45.000	EA	298.39	13,427.55
160	Quercus virginiana B&B 4"C 14-16'x8-10'		19.000	EA	746.21	14,177.99
170	Quercus virginiana B&B 6"C 16-18'x10-12'		63.000	EA	1,429.32	90,047.16
180	Quercus virginiana B&B 8"C 24-28'x16-18'		32.000	EA	2,619.28	83,816.96
190	Taxodium distichum B&B 2"C 10-12'x4-6'		15.000	EA	201.59	3,023.85
200	Taxodium distichum B&B 4"C 12-14'x6-8'		9.000	EA	394.67	3,552.03
210	Bismarkia nobilis B&B 16'oaht		3.000	EA	1,019.84	3,059.52
220	Bismarkia nobilis B&B 18'oaht		3.000	EA	1,129.40	3,388.20
230	Bismarkia nobilis B&B 20'oaht		56.000	EA	1,252.76	70,154.56
240	Livistonia nitida FG 18'ct		127.000	EA	917.21	116,485.67
250	Viburnum odoratisimum 3g 18-24"x12-16"		903.000	EA	7.95	7,178.85
260	Q-Callistemon viminalis 'Little John' 3g 12"x12"		392.000	EA	14.12	5,535.04
270	Dianella tasmanica 1g 12"x12"		945.000	EA	4.99	4,715.55
280	Q-Muhlenbergia capillaris 3g 12"x12"		2,675.000	EA	7.95	21,266.25
290	Annuals spp. Flat		779.000	EA	1.82	1,417.78
300	Pine Straw Mulch-3"		42,357.000	SF	0.31	13,130.67
310	Floritam St. Augustine Sod		373,586.000	SF	0.44	164,377.84
330	Soil Amendments		42,357.000	SF	1.09	46,169.13

SUBTOTAL LANDSCAPE

\$824,480.08

420	POC-1 & 2 w/ 1"RPZ		7.000	EA	689.50	4,826.50
430	Controllers (ACC99DPP, XCH600, XCH1200)		7.000	EA	2,817.50	19,722.50
440	Mainline (3"CI200, 2.5"CI200, 1.5"CI200		4,610.000	LF	4.12	18,993.20
442	Master Valve-2" ICV & FCT200 Sensor		1.000	EA	317.16	317.16
445	Gate Valve-Isolation 2.5"T-113K-250 & 3"T113K-3		8.000	EA	515.92	4,127.36
450	Sleeves under Sidewalks (2", 3", 4" Sch40)		960.000	LF	4.76	4,569.60

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09/27/2017
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Forest Brooke Phase I (L,I) 9-26-17

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
455	Sleeves Locate for Existing Roadway Sleeves		210.000	EA	61.03	12,816.30
460	RCV's (ICV-101,ICZ-101,ICV-151,ICZ-151,ICV-201)		102.000	EA	236.33	24,105.66
462	Decoders (1St. ICD-100)		73.000	EA	116.90	8,533.70
465	Wires-Decoder 14/2 ID1 & 14G UF Red/White		6,000.000	LF	0.44	2,640.00
470	Laterals (CI315, CI200)		50,280.000	LF	2.30	115,644.00
480	Heads (PROS06PRS30,PROS12PRS30,I20,PROS6PRS45,AFB)		2,236.000	EA	17.40	38,906.40
490	Drip Irrigation (PLD1012-250)		30,999.000	SF	0.45	13,949.55
500	Testing		1.000	LS	2,652.44	2,652.44
510	As-Builts		1.000	LS	1,040.50	1,040.50

SUBTOTAL IRRIGATION

\$272,844.87

TOTAL BASE BID

\$1,097,324.95

20000	Alt-Acoelorrhaphe wrightii 14-16'oa 7 Trunk	1.000	EA	595.84	595.84
20010	Alt-Koeleruteria paniculata 45g 3"C 10-12"x6-8"	1.000	EA	356.83	356.83
20020	Alt-Washingtonia robusta 12'ct	1.000	EA	389.43	389.43
20030	Alt-Washingtonia robusta 16'ct	1.000	EA	416.82	416.82
20040	Alt-Arachis glabrata 1g 6-8"x8-10"	1.000	EA	4.63	4.63
20050	Alt-Dietes vegeta 3g 18-24"x16-148"	1.000	EA	7.72	7.72
20060	Alt-Crinum x 'Queen Emma' 15g 36-48"x6-8"	1.000	EA	61.78	61.78
20070	Alt-Liriope muscari 'Emerald Goddess' 1g 8-10"x6-8"	1.000	EA	4.24	4.24
20080	Alt-Pennisetum setaceum 3g 20-24"x18-20"	1.000	EA	7.72	7.72
20090	Alt-Parsoni Juniper 1g 6-8"x10-12"	1.000	EA	7.73	7.73
20100	Alt-Rosa 'Double Knock Out' 3g 18-24"x16-18"	1.000	EA	11.15	11.15
20110	Alt-Schefflera arboricola 'Var.' 3g 18-24"x16-18"	1.000	EA	8.41	8.41
20120	Alt-Zamia pumila 3g 12-14"x16-18"	1.000	EA	13.20	13.20
20130	Alt-Pine Bark Mulch-3" (1000 SF)	1,000.000	SF	0.42	420.00
20140	Clear and Grub 30%	124,782.000	SF	0.09	11,230.38
99999	1% Payment & Performance Bond (if required)	1.000	LS	11,231.22	11,231.22

Bid Total

\$1,122,092.05

#152438

09/27/2017

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Forest Brooke Phase I (L,I) 9-26-17

**

<u>Bid Item</u>	<u>Description</u>	<u>BID TOTALS</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
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**Notes:

Items in italics are Non-Additive.

#152438 -

Landscaping and Irrigation Installation Agreement

This Landscaping and Irrigation Installation Agreement (this "**Agreement**") is effective as of the 6th day of February, 2018, between the **Hidden Creek Community Development District**, whose mailing address is c/o DPGF, 15310 Amberly Drive, Suite 175, Tampa, FL. 33647 (the "**District**") and **BrightView Landscape Development, Inc.**, a ~~Florida~~ **CALIFORNIA** corporation, whose mailing address is 5326 County Rd. 579, Seffner, FL 33584 ("**Contractor**").

Initial
Here

Initial
Here

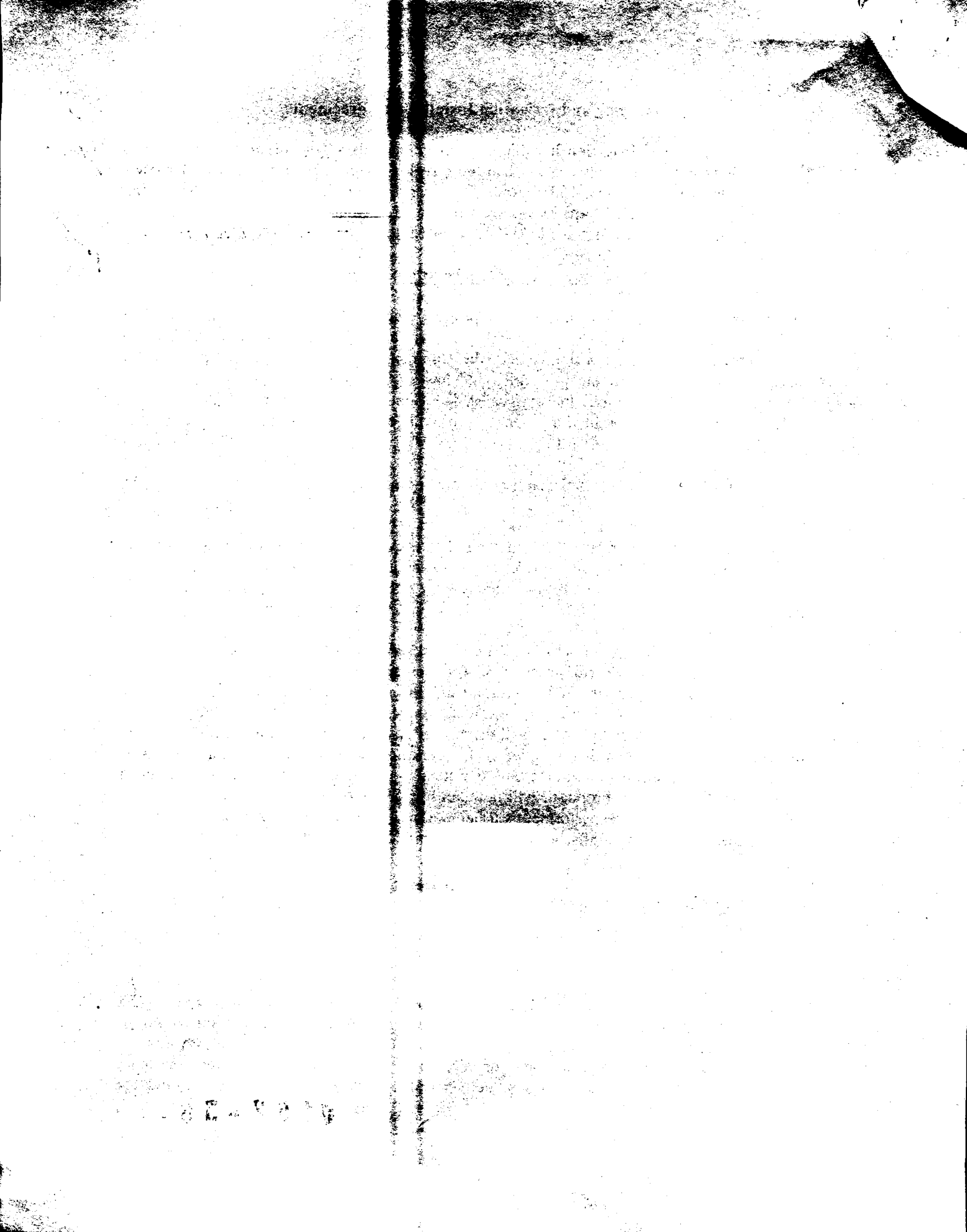
Background Information:

The District owns and maintains certain property within the District's boundaries and desires certain landscaping and irrigation installation services as described in the plans and specifications prepared by Heidt Design, LLC. The Contractor is duly licensed in the state of Florida and qualified to perform the job duties and has any and all approvals and licenses as required by law to provide the public these services. The Contractor is familiar with the District's property. The Contractor has submitted a proposal to provide certain services as described in their proposal attached hereto as **Exhibit A ("Proposal")**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference the background information, the plans and specifications, and Proposal are incorporated by reference as a material part of this Agreement.
2. **Scope of Services.** The Contractor shall furnish all services, labor, materials and equipment necessary for the complete performance of the work contemplated in the Proposal and the plans and specifications prepared by Heidt Design, LLC. Prior to performing any excavation work or digging operations, Contractor shall locate any underground utility lines or pipes. At the conclusion of the work, Contractor shall dispose of any waste material at an off-site waste disposal facility. The fact that any part of the work necessary to meet the requirements of District, or any governmental or other appropriate authorities, are not specifically mentioned in this Agreement or the Proposal, will not excuse Contractor from performance thereof if said part of the work to be performed is usual and normal in the crafts or trades required to perform the work or the crafts or trades usually employed to perform work similar to the work.
3. **Time of Completion.** The work shall commence by _____, 2018 and shall be completed within _____ days.
4. **Delays and Extension of Time of Completion.**
 - a. If Contractor is delayed at any time in the progress of the work by any act or neglect of the District, or by any employee thereof, or by any separate contractor employed by the District, or by changes ordered in the work, or by prevention of performance because of governmental laws or regulation, or by fire or catastrophic weather condition, or unusual delays in delivery of materials and equipment beyond the

#152438



control of Contractor, then the time of completion shall be extended by change order for such reasonable time as the District may determine. Provided further that the Contractor specifically acknowledges that it has estimated and planned for a minimum of twenty (20) days of adverse weather conditions (preventing all work), prior to entering into this Agreement. Accordingly, Contractor shall not be entitled to any change in the time required for Substantial Completion based on such adverse weather conditions until such conditions cause delay for a period of time in excess of the twenty (20) days planned.

- b. Any claim for extension of time shall be made in writing to the District representative not more than fifteen (15) days after commencement of the delay; otherwise, it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the work.
 - c. If no agreement is made stating the dates upon which interpretations as provided above shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.
5. **Manner of Performance.** 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. The District and any representatives or consultants, at all times, shall have access to the work for any lawful purpose, including inspection. The Contractor shall be responsible for any damage caused by Contractor's negligence. Upon discovery of any information or defect that may affect the work, the Contractor shall immediately provide the District written notice of such information or defect. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
6. **Florida Sales Tax.** Contractor acknowledges that the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the District any Florida Sales and Use Tax for the work.

7. **Compensation and Progress Payments.**

- a. The District agrees to compensate the Contractor for the Scope of Services described above in the total amount of **\$1,110,860.83**.
- b. Based upon Applications for Payment submitted to the District by the Contractor each month and Certificates for Payment issued by the District representative, the District shall make progress payments on account of the total compensation to the Contractor as provided in this Agreement for the period ending the 25th day of each month. The District shall, not later than 45 days following the receipt of proper Applications and Certificates for Payment, pay the Contractor the portion of the compensation properly allocable to labor, materials and equipment incorporated in the work for the period covered by the Application for Payment, less retainage of

10% until 50-percent completion of the work, then less retainage of 5% after 50-percent completion of the work, and less the aggregate of previous payments made by the District.

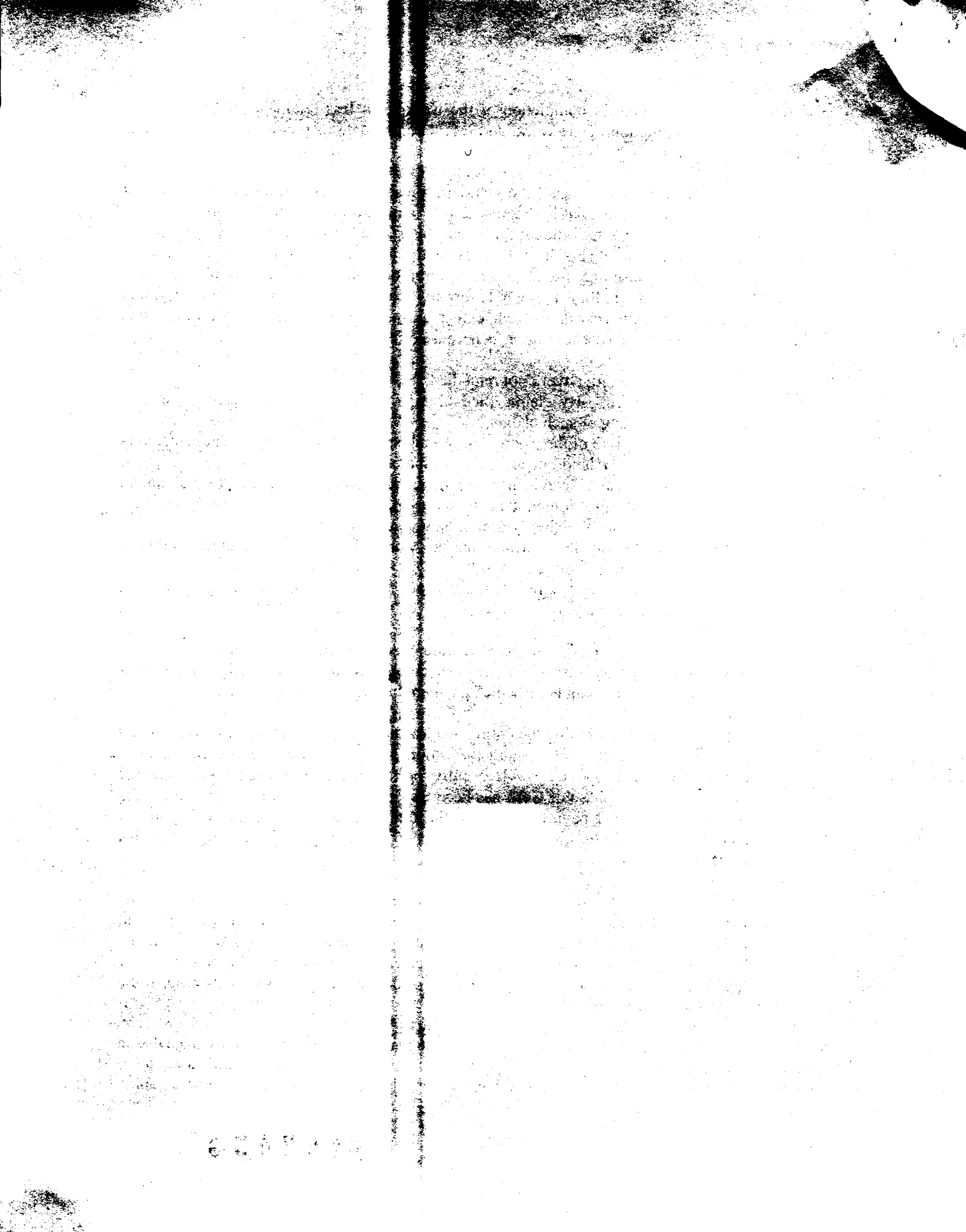
i. If the Contractor and the District representative cannot agree on a payment amount, the District representative will promptly issue a Certificate for Payment for the amount for which she is able to make such representations to the District. The District representative may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, she may nullify the whole or any part of any Certificate of Payment previously issued, to such extent as may be necessary in her opinion to protect the District from loss because of:

1. defective work not remedied,
2. third party claims filed or reasonable evidence indicating probable filing of such claims,
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
4. reasonable evidence that the work cannot be completed for the unpaid balance of the total compensation,
5. damage to the District or another contractor,
6. reasonable evidence that the work will not be completed within the time of completion, or
7. persistent failure to carry out the work in accordance with this Agreement.

When the basis for withholding her Certificate as outlined in this subparagraph is removed, the District representative shall certify for payment the related amounts for which payment has been properly requested.

- c. Final payment, constituting the entire unpaid balance of each phase of work, shall be paid by the District to the Contractor within 30 days of when the work has been completed, the Scope of Services fully performed, and a final Certificate for Payment for each phase of work has been issued by the District representative. The amount of the final payment shall be the total compensation, plus any approved change orders, less all progress payments previously paid pursuant to this Agreement.
- d. The District 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 District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness.

8. **Warranty.** Contractor will provide a one (1) year warranty, from the date of the District representative's final Certificate for Payment, for the parts, materials, and labor performed under this Agreement, excluding seasonal flowers. Alterations to the landscaping



and irrigation by others will void the warranty of the affected plants such as utility work, other contractor installations, hardscape or structural modifications adjacent to planting areas. The warranty excludes acts of god, uncontrollable or new species of pests, untreatable fungus and virus, failure to irrigate or water sufficiently and all other factors that may cause damage and/or death to the plant material that are not under normal healthy growing conditions outside the control of Contractor. Refusal of a subcontractor responsible for the defective work to correct such work shall not excuse the Contractor from performing under this warranty. In the event the Contractor fails to meet its warranty obligations, the District, at its opinion, shall have the right upon ten (10) days' prior written notice to the Contractor, to correct the defective work through its own forces or by retaining other contractors. In such event, the Contractor shall reimburse the District for all costs it incurs in obtaining the correction of the defective work.

9. Concealed Conditions.

- a. Contractor has reviewed all existing conditions and limitations affecting the work, including, without limitation, all property lines, utility locations, existing improvements, elevations, and site and local conditions, as applicable to the work. Claims for additional compensation or extensions of time because of the failure of Contractor to familiarize itself with conditions at the site will not be allowed.
- b. If conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in this Agreement, or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then notice by the observing party shall be given to the other party promptly before the conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. District representative will promptly investigate such conditions and, if they are not governed by subsection (c) below and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the compensation or time of completion or both. If District representative determines that conditions at the site are not as described in clauses (i) and (ii), above, and that no change in the terms of this Agreement is justified, District representative shall so notify the District and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within fourteen (14) days after District representative has given notice of her determination.
- c. No adjustment in the time of completion or compensation shall be permitted, however, in connection with a concealed or unknown condition (i) which does not differ materially from those conditions disclosed or (ii) which reasonably should have been disclosed by (a) Contractor's inspections, tests, reviews and preconstruction services performed in connection with the work, including any tests made by or in the possession of Contractor, or (b) inspections, tests, reviews and preconstruction services which Contractor negligently failed to request in connection with the work.

10. **Governmental Compliance.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by Federal, State, County, Municipal or regulatory bodies, relating to the contemplated operations and services hereunder.
11. **Permits and Approvals.** Contractor shall be responsible for obtaining all necessary permits and other governmental approvals and any delay in obtaining such permits and approvals will not serve to extend the time of completion unless such delay is specifically shown to be outside Contractor's control. Time is of the essence with respect to this agreement and all of Contractor's obligations thereunder.
12. **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 thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
13. **Indemnification.** Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands 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, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
14. **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.
15. **Contractor's Default.**
- a. Contractor shall be in "Default" under this Agreement if, after seven (7) days written notice, Contractor fails or neglects to (i) carry out the work in accordance with this Agreement or in accordance with any specifications, applicable laws, (ii) make proper and timely payment to any Subcontractor for materials or labor, (iii) comply with the progress schedule, (iv) replace rejected material promptly or correct rejected

workmanship as herein provided, or (v) observe any other terms, provisions, conditions, covenants and agreements in this Agreement to be observed and performed on the part of Contractor. In the event of a Default by Contractor, District, without prejudice to any other right or remedy District may have, may correct such deficiencies and may deduct the cost thereof, including compensation for the District representative's or any services and expenses made necessary thereby, from the payment then or thereafter due Contractor.

- b. Alternatively, after Contractor's failure to cure such matter within such seven (7) day period, at the District's option, District may terminate this Agreement and take possession of the site and remove all materials, tools and construction equipment and machinery thereon owned by Contractor (or require Contractor to immediately remove all such materials, tools and construction equipment and machinery from the site) and District may finish (or cause another contractor to finish) the work by whatever method District may deem expedient. If District takes possession of the site, District may, without any cost or liability to District, use materials, tools and construction equipment and machinery owned by Contractor and left on the site. If the unpaid balance of this compensation exceeds the cost of finishing the work, including compensation for District representative's and any services and expenses made necessary thereby (including, without limitation, District's reasonable attorney's fees and costs), such excess shall be paid to Contractor following final completion of the work by District, but if such cost exceeds such unpaid balance, Contractor shall pay the difference to District. District shall not be responsible to Contractor for any loss of anticipated profits or other consequential damages on any of the work not performed on account of a termination of this Agreement. After any termination of this Agreement by District pursuant to this subsection, Contractor shall not be entitled to any further payment under this Agreement except to the extent of any amount by which the authorized work completed or installed by Contractor prior to such termination and not previously paid for by District exceeds the amount due by Contractor to District under this subsection (including all damages which District would be entitled to recover from Contractor by reason of Contractor's breach), and even then only at such time as the work is finally completed. Any sums payable by Contractor to District pursuant to this subsection shall be payable upon demand and shall bear interest at the lesser of 12% per annum or the highest lawful rate until paid.

16. **Termination.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Upon any 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.

17. **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 this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT paul.cusmano@dpfg.com, OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

18. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located in.
19. **Enforcement of Agreement.** 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.
20. **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.
21. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
22. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
23. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
24. **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.
25. **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.

#152438

26. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. 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.

BrightView Landscape Development, Inc.

Name: _____

Title: _____

**Hidden Creek
Community Development District**

Chair/Vice-Chair of the Board of Supervisors

Exhibit A

#152438

Landscape and Irrigation Proposal

Scope:

Landscape, Irrigation and Hardscape

Project:

Forest Brooke

BrightView
Landscape Development

#152439--

10-27-17

Hidden Creek CDD

BrightView Landscape Development (BVLDD) is pleased to submit our proposal for the Hidden Creek CDD Landscape and Irrigation based on:

Plans: Dated 05-19-17

- L-400 - L- 420 and L-470 - L-472 and IR – 401 – IR- 420, IR-D, IR-L

Prepared by:

- Heidt Design

The following scope of work is included in this proposal:

- Landscape
- Irrigation

Please note these exclusions and qualifications as part of our proposed bid:

1. Site to be accepted at +/- .2 ft to final grade in landscape areas. Should the need arise for fill dirt we will utilize the on site stockpile.
2. All plant material is bid based on pricing and availability at the time of the bid. Pricing and availability is subject to change outside of our control. We reserve our right for additional costs and/or size substitutions based on changes to pricing and/or availability.
3. Electrical source for irrigation controller(s) by others.
4. All 2" drip zone valves bid as Hunter ICZ-151.
5. Proposal includes irrigation backflow as per County requirements.
6. All lateral line not sized on the plans bid as 1-1/4".
7. Quantities based on our takeoff per plan pages dated 5-19-17.
8. All planting pit backfill amended with Peat and Agriform Tablets
9. Tree backfill is bid as per spec 5.d. on L472.
10. We have included Florida Peat soil amendments for large trees and all oaks
11. We have provided an Add Alternate for planting soil mix per spec 5.a. & 5.b. on L472 for detail 4/L471.
12. Bid excludes the following:
 - a. Protection/Barricades of existing plant material
 - b. Erosion Control Measures
 - c. Drainage Applications
 - d. Excavation of existing soils
 - e. Bid excludes spraying and stripping.
 - f. Bid excludes receiving site with hydroseed applications.

[2 of 3]

Forest Brooke PH II

Please see attached proposal detail.

Add 1% for P&P

Upon review of this document, please do not hesitate to contact me for any additional information or clarification you require.

Sincerely,

Tom Mansfield
Chief Estimator
BrightView Landscape Development, Inc.
5326 CR 579
Seffner, FL 33584
(813) 628-8116

[3 of 3]

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BrightView Landscape Development, Inc.

#152438 - -

09/27/2017
FOBR-PHI-2

18:46
Forest Brooke Phase I (L,I) 9-26-17

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
Rev. Date: 06/12/2017						
100	Acer rubrum 'F.Flame' B&B 2"C 12-14'x6-8'		44.000	EA	324.88	14,294.72
110	Betula nigra var. 'Dura Heat' B&B Multi 12-14'x6-8		12.000	EA	328.63	3,943.56
120	Ligustrum japonicum 65g 8'x8' 5 trunk min		62.000	EA	376.56	23,346.72
130	Pinus elliotti FG 2"C 10-12'x4-6'		206.000	EA	256.40	52,818.40
140	Pinus elliotti FG 4"C 14-16'x8-10'		168.000	EA	387.81	65,152.08
150	Quercus virginiana B&B 2"C 10-12'x5-6'		45.000	EA	298.39	13,427.55
160	Quercus virginiana B&B 4"C 14-16'x8-10'		19.000	EA	746.21	14,177.99
170	Quercus virginiana B&B 6"C 16-18'x10-12'		63.000	EA	1,429.32	90,047.16
180	Quercus virginiana B&B 8"C 24-28'x16-18'		32.000	EA	2,619.28	83,816.96
190	Taxodium distichum B&B 2"C 10-12'x4-6'		15.000	EA	201.59	3,023.85
200	Taxodium distichum B&B 4"C 12-14'x6-8'		9.000	EA	394.67	3,552.03
210	Bismarkia nobilis B&B 16'oaht		3.000	EA	1,019.84	3,059.52
220	Bismarkia nobilis B&B 18'oaht		3.000	EA	1,129.40	3,388.20
230	Bismarkia nobilis B&B 20'oaht		56.000	EA	1,252.76	70,154.56
240	Livistonia nitida FG 18'ct		127.000	EA	917.21	116,485.67
250	Viburnum odoratissimum 3g 18-24"x12-16"		903.000	EA	7.95	7,178.85
260	Q-Callistemon viminalis 'Little John' 3g 12"x12"		392.000	EA	14.12	5,535.04
270	Dianella tasmanica 1g 12"x12"		945.000	EA	4.99	4,715.55
280	Q-Muhlenbergia capillaris 3g 12"x12"		2,675.000	EA	7.95	21,266.25
290	Annuals spp. Flat		779.000	EA	1.82	1,417.78
300	Pine Straw Mulch-3"		42,357.000	SF	0.31	13,130.67
310	Floritam St. Augustine Sod		373,586.000	SF	0.44	164,377.84
330	Soil Amendments		42,357.000	SF	1.09	46,169.13

SUBTOTAL LANDSCAPE

\$824,480.08

420	POC-1 & 2 w/ 1"RPZ		7.000	EA	689.50	4,826.50
430	Controllers (ACC99DPP, XCH600, XCH1200)		7.000	EA	2,817.50	19,722.50
440	Mainline (3"C1200, 2.5"C1200, 1.5"C1200		4,610.000	LF	4.12	18,993.20
442	Master Valve-2" ICV & FCT200 Sensor		1.000	EA	317.16	317.16
445	Gate Valve-Isolation 2.5"T-113K-250 & 3"T113K-3		8.000	EA	515.92	4,127.36
450	Sleeves under Sidewalks (2", 3", 4" Sch40)		960.000	LF	4.76	4,569.60

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455	Sleeves Locate for Existing Roadway Sleeves		210.000	EA	61.03	12,816.30
460	RCV's (ICV-101,ICZ-101,ICV-151,ICZ-151,ICV-201)		102.000	EA	236.33	24,105.66
462	Decoders (1St. ICD-100)		73.000	EA	116.90	8,533.70
465	Wires-Decoder 14/2 ID1 & 14G UF Red/White		6,000.000	LF	0.44	2,640.00
470	Laterals (CI315, CI200)		50,280.000	LF	2.30	115,644.00
480	Heads (PROS06PRS30,PROS12PRS30,I20,PROS6PRS45,AFB)		2,236.000	EA	17.40	38,906.40
490	Drip Irrigation (PLD1012-250)		30,999.000	SF	0.45	13,949.55
500	Testing		1.000	LS	2,652.44	2,652.44
510	As-Builts		1.000	LS	1,040.50	1,040.50

SUBTOTAL IRRIGATION

\$272,844.87

TOTAL BASE BID

\$1,097,324.95

20000	Alt-Acoelorrhaphes wrightii 14-16'oa 7 Trunk		1.000	EA	595.84	595.84
20010	Alt-Koeleruteria paniculata 45g 3"C 10-12"x6-8'		1.000	EA	356.83	356.83
20020	Alt-Washingtonia robusta 12'ct		1.000	EA	389.43	389.43
20030	Alt-Washingtonia robusta 16'ct		1.000	EA	416.82	416.82
20040	Alt-Arachis glabrata 1g 6-8"x8-10"		1.000	EA	4.63	4.63
20050	Alt-Dietes vegeta 3g 18-24"x16-148"		1.000	EA	7.72	7.72
20060	Alt-Crinum x 'Queen Emma' 15g 36-48"x6-8"		1.000	EA	61.78	61.78
20070	Alt-Liriope muscari 'Emerald Goddess' 1g 8-10"x6-8"		1.000	EA	4.24	4.24
20080	Alt-Pennisetum setaceum 3g 20-24"x18-20"		1.000	EA	7.72	7.72
20090	Alt-Parsoni Juniper 1g 6-8"x10-12"		1.000	EA	7.73	7.73
20100	Alt-Rosa 'Double Knock Out' 3g 18-24"x16-18"		1.000	EA	11.15	11.15
20110	Alt-Schefflera arboricola 'Var.' 3g 18-24"x16-18"		1.000	EA	8.41	8.41
20120	Alt-Zamia pumila 3g 12-14"x16-18"		1.000	EA	13.20	13.20
20130	Alt-Pine Bark Mulch-3" (1000 SF)		1,000.000	SF	0.42	420.00
20140	Clear and Grub 30%		124,782.000	SF	0.09	11,230.38
99999	1% Payment & Performance Bond (if required)		1.000	LS	11,231.22	11,231.22

Bid Total

\$1,122,092.05

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Biditem Description
**Notes:
Items in italics are Non-Additive.

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<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
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