



TOWN COMMISSION MEETING AGENDA

March 26, 2024 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

RECOGNITION OF SERGEANT AT ARMS

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS

ROLL CALL

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MARCH 26, 2024

A. MINUTES

1. March 12, 2024 Town Commission Meeting

APPROVAL OF AGENDA

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. PROCLAMATION, AUTISM AWARENESS MONTH

NEW BUSINESS

2. RESOLUTION 24-06, SEASONS AT HILLTOP BOND MAINTENANCE

3. DISCUSSION & ACTION, LAUNCH EAST POLK INCUBATOR/ACCELERATOR

4. DISCUSSION, LEGISLATIVE WRAP UP

5. DISCUSSION & ACTION, RFP 24-04 COMMUNITY CENTER RENOVATIONS

REPORTS FROM OFFICERS

Polk County Sheriff's Office

Dundee Fire Department

Town Attorney

Town Manager

Commissioners

Mayor

ADJOURNMENT

PUBLIC NOTICE: Please be advised that if you desire to appeal from any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases, a verbatim record is required. You must make your own arrangements to produce this record. (Florida statute 286.0105)

If you are a person with disability who needs any accommodations in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the town clerk's office at 202 east main street, Dundee, Florida 33838 or phone (863) 438-8330 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.



TOWN COMMISSION MEETING

March 26, 2024 at 6:30 PM

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- AGENDA ITEM TITLE:** Approval of the Commission Consent Agenda
- SUBJECT:** The Town Commission will consider the items of the consent agenda as provided for by the Town Code Article IIA, Sec. 2-33(e). Items in the consent agenda are routine business or reports. All items in the consent agenda are approved in one motion. Any item in the consent agenda may be pulled by a member of the Town Commission for separate consideration.
- STAFF ANALYSIS:** The consent agenda for the meeting of March 26, 2024 contains the following:
- A. Minutes
 - 1. March 12, 2024 Town Commission Meeting
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** March 12, 2024 TC Meeting Minutes



TOWN COMMISSION MEETING MINUTES

March 12, 2024 at 6:30 PM

COMMISSION CHAMBERS - 202 E. MAIN STREET, DUNDEE, FL 33838

Phone: 863-438-8330 | www.TownofDundee.com

CALL TO ORDER by Mayor Pennant at 6:30 P.M.

PLEDGE OF ALLEGIANCE led by Mayor Pennant.

INVOCATION given by Mayor Pennant.

RECOGNITION OF SERGEANT AT ARMS - Detective S. Miller

ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS given by Mayor Pennant.

ROLL CALL given by Town Clerk Douthat.

PRESENT

Steve Glenn

Bert Goddard

Willie Quarles

Mary Richardson

Sam Pennant

DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR

(Each speaker shall be limited to three (3) minutes)

Dee Hall, 801 Lake Marie Drive, asked about widening Lake Marie Drive and possibly adding a sidewalk along the road.

Annette Wilson, 408 MLK St, asked for an update on the dog park.

Jill Kitto, 150 Kitto Lane, had questions about the Town's splash pad, dog park, Lincoln Ave sidewalk, traffic on Frederick Ave and changing from the "Town" to "City". She recommended a moratorium on spending.

Suzetta Henson, 309 8th St N, had questions about changing the Town's name and the pickleball courts.

APPROVAL OF CONSENT AGENDA: CONSENT AGENDA FOR MARCH 12, 2024

A. MINUTES

1. February 27, 2024 Town Commission Meeting

2. December 13, 2023 Tree Board Meeting

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the consent agenda for March 12, 2024 made by Richardson, Seconded by Goddard. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

APPROVAL OF AGENDA

Town Manager Davis reported the following changes to the agenda packet:

- Item 4 had res 24-05 added to the packet
- Item 5 had RFQ 24-01 added to the packet

MOTION TO APPROVE the regular agenda for March 12, 2024 with changes made by Goddard, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

PROCLAMATIONS, RECOGNITIONS AND DESIGNATIONS

1. PROCLAMATION, WOMEN'S HISTORY MONTH

Mayor Pennant read the proclamation into the record and presented it to Beverly Quiles and Jessica Spell.

2. PRESENTATION, RESIDENTIAL BEAUTIFICATION AWARD

Town Manager Davis gave the analysis.

Sheila Aguilar, Tree Board Chairperson, presented Jaime and Sarah Sealy with the certificate, gift card and yard sign.

NEW BUSINESS

3. RESOLUTION 24-03, LINCOLN AVENUE SIDEWALK

Assistant Town Attorney Claytor read the resolution title into the record.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTIN TO APPROVE Resolution 24-03 made by Quarles, Seconded by Goddard. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

4. RESOLUTION 24-04, FORM 6 LITIGATION ELECTION

Assistant Town Attorney Claytor read the resolution title into the record and gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Resolution 24-05 made by Goddard, Seconded by Quarles.

Voting Yea: Goddard, Quarles, Pennant

Voting Nay: Glenn, Richardson

5. DISCUSSION & ACTION, LINCOLN AVENUE SPEED HUMPS

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public.

Mervin Raggs, 312 Lincoln Ave, thanked the Commission for moving forward with the speed humps along Lincoln Avenue.

Suzetta Henson, 309 8th St, asked about speed humps for 8th Street.

Bob Kampsen, 402 8th St, asked about a 4 way stop at Frederick Ave and 8th St.

Seeing no further public come forth, the floor was closed.

MOTION TO APPROVE speed hump installation made by Quarles, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

6. DISCUSSION & ACTION, IRRIGATION WELL REPLACEMENT

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE to approve the well purchase made by Quarles, Seconded by Goddard. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

7. DISCUSSION & ACTION, PICKLEBALL COURT

Town Manager Davis gave the analysis.

Caleb Windo, Rayl Engineering, gave a presentation on Rayl's experience with pickleball courts.

Mayor Pennant opened the floor for comments from the public.

Jill Kitto, 150 Kitto Lane, asked if the tennis courts could be repurposed for the pickleball courts.

Ron Hall, 801 Lake Marie Drive, asked about parking for the court.

Suzetta Henson, 309 8th St,

Seeing no further public come forth, the floor was closed.

MOTION TO DIRECT Town staff to create an RFP for the construction of a pickleball court made by Goddard, Seconded by Glenn. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

8. DISCUSSION & ACTION, CONTRACTOR ROAD CLOSURE

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE the temporary road closure made by Goddard, Seconded by Richardson.
Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

9. DISCUSSION & ACTION, RFQ 24-01 MUNICIPAL PLANNING & VISION SERVICES

Town Manager Davis gave the analysis.

Mayor Pennant opened the floor for comments from the public; seeing no public come forth, the floor was closed.

MOTION TO APPROVE Town staff to move forward with creating and releasing RFQ 24-01 made by Glenn, Seconded by Richardson. Passed unanimously.

Voting Yea: Glenn, Goddard, Quarles, Richardson, Pennant

REPORTS FROM OFFICERS

Fire Chief Carbone updated the run totals.

Town Manager Davis thanked the Fire Department for cooking the food at the employee appreciation lunch and informed the Commission that Centennial events had been added to the website.

ADJOURNMENT at 8:19 P.M.

Respectfully Submitted,

Trevor Douthat

Trevor Douthat, Town Clerk

APPROVAL DATE: _____

PROCLAMATION



WHEREAS, Autism Awareness Month is observed annually in April intended to increase understanding and acceptance of the Autism Spectrum Disorder; and

WHEREAS, Autism Spectrum Disorder refers to a broad range of conditions characterized by challenges with social skills, repetitive behaviors, speech, and nonverbal communication' it is accompanied by medical issues such as GI disorders, seizures, sleep disturbances, anxiety, and depression; research indicates that early diagnosis, intervention, and access to support services leads to positive outcomes for those living with the disorder; and

WHEREAS, National Autism Awareness month is backed by the Autism Society of America which has local chapters throughout the United States which hold special events throughout April and undertake a number of activities to raise awareness of autism; and

WHEREAS, Autism Awareness Month promotes acceptance and celebration of those on the spectrum who are our family members, friends, classmates, co-workers, and community members and the valuable contributions and richness they bring to our world; and

WHEREAS, Autism Spectrum Disorder is a natural variation of the human experience, and we can all create a world which values, includes, and celebrates all minds and abilities; and

NOW, THEREFORE, I, Samuel Pennant, Mayor of the Town of Dundee, recognizes and proclaims the month of April as

NATIONAL AUTISM AWARENESS MONTH

and encourages all residents to be better informed; more empathetic and supportive of those on the Autism Spectrum.

Dated this 26th day of March, 2024

Sam Pennant, Mayor

Attest:

Trevor Douthat, Town Clerk



TOWN COMMISSION MEETING

March 26, 2024 at 6:30 PM

-
- AGENDA ITEM TITLE:** RESOLUTION 24-06, SEASONS AT HILLTOP BOND MAINTENANCE
- SUBJECT:** Seasons at Hilltop Performance Bond Release and Maintenance Bond Acceptance.
- STAFF ANALYSIS:** The Town Commission will consider the approval of Resolution 24-06 to release the performance bond and accept the maintenance bond for Seasons at Hilltop Subdivision.
- FISCAL IMPACT:** No Fiscal Impact
- STAFF RECOMMENDATION:** Staff recommends approval
- ATTACHMENTS:** Resolution 24-06

Space for recording

RESOLUTION NO. 24-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS; CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE PUBLIC/TOWN OF DUNDEE AS NOTATED ON THAT CERTAIN PLAT ENTITLED “SEASONS AT HILLTOP SUBDIVISION” RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 12478, PAGE(S) 1665-1705, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AUTHORIZING THE RELEASE OF THE SECURITY POSTED TO GUARANTEE COMPLETION OF INFRASTRUCTURE AND IMPROVEMENTS WITHIN THE SEASONS AT HILLTOP SUBDIVISION AND ACCEPTING A MAINTENANCE BOND FOR CERTAIN ITEMS OF INFRASTRUCTURE AND IMPROVEMENTS WITHIN THE SEASONS AT HILLTOP SUBDIVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Richmond American Homes of Florida, LP, an active Foreign Limited Partnership, is the owner of the below-described lands and submitted that certain plat entitled “Seasons at Hilltop Subdivision” (the “Plat”) for approval for filing by the Town Commission of the Town of Dundee, and

WHEREAS, the owner, Richmond American Homes of Florida, LP, provided an acceptable performance bond (the “Performance Bond”) issued by the Argonaut Insurance Company in the amount of \$660,177.65, in favor of the Town of Dundee; and

WHEREAS, a copy of the Performance Bond is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, on September 13, 2022, pursuant to Florida law, the Town of Dundee Code of Ordinances, and the Town of Dundee Land Development Code, the Owner requested and that the Town Commission of the Town of Dundee reviewed and conditionally approved the Plat for filing and conditionally accepted dedications notated thereon; and

WHEREAS, on September 13, 2022, the Town Commission of the Town of Dundee considered and approved Resolution No. 22-38 (the “Resolution”) which approved for filing that certain plat entitled “Seasons at Hilltop Subdivision” subject to certain conditions/performance items; and

WHEREAS, on October 10, 2022, as a condition of the Resolution, the Town of Dundee and Owner entered into that certain *Town of Dundee Developer’s Agreement Conditional Final Plat Approval Seasons at Hilltop Subdivision* (the “Agreement”); and

WHEREAS, copies of the Resolution and Agreement are attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

WHEREAS, the Performance Bond was a material condition of the Resolution; and

WHEREAS, a copy of the Performance Bond is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, the Plat was recorded in Plat Book 12478, Pages 1665-1705, of the Public Records of Polk County, Florida; and

WHEREAS, a copy of the Plat is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

WHEREAS, Town of Dundee staff and consultants have confirmed that, pursuant to all approved plans, all improvements for that subdivision known as “Seasons at Hilltop Subdivision” have been completed in accordance with Town standards, have passed all required tests, all certifications have been obtained, and the systems are fully operational pursuant to Town standards; and

WHEREAS, on September 26, 2022 the site Certificate of Completion (the “Certificate”) was issued by Town staff and/or consultants for all improvements identified in the Certified Subdivision Plan; and

WEHEREAS, a copy of the Certificate is attached hereto as **Exhibit “D”** and made a part hereof by reference; and

WHEREAS, all required conditions and/or performance items which were conditions of the Resolution including, but not limited to, road rights-of-ways, utility system(s), and stormwater management infrastructure and improvements have been satisfactorily performed and/or completed in accordance with applicable Town standards; and

WHEREAS, the Plat (see **Exhibit “C”**) includes improvements and dedications in favor of the general public and Town of Dundee, Florida; and

WHEREAS, pursuant to applicable law, the Resolution, and the Agreement (see **Composite Exhibit “B”**), a Maintenance Warranty Bond (the “Maintenance Bond”) is required in the amount of ten percent (10%) of the actual cost(s) of construction for all public improvements, to be in force for a period of one (1) year and thirty (30) days following acceptance by the Town, via resolution, of said public improvements and dedications; and

WHEREAS, on March 26, 2024, at a duly noticed public meeting, Town staff is requesting that the Town Commission of the Town of Dundee, Florida, accept the Maintenance Bond, release the Performance Bond, and confirm and ratify the Town of Dundee's affirmative acceptance of the improvements and dedications in favor of the public/Town of Dundee as notated on the plat entitled "Seasons at Hilltop Subdivision."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the passage of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

Section 2. Acceptance. The Town Commission having been otherwise fully advised in the premises and having already approved said plat for filing hereby confirms and ratifies its acceptance of the dedications to the public/Town of Dundee as notated on the plat entitled "Seasons at Hilltop Subdivision" and recorded in Plat Book 12478, pages 1665-1705, of the Public Records of Polk County, Florida, as of November 8, 2022, which includes, but is not limited to, the utility easements and infrastructure in accordance with Chapter 177, Florida Statutes.

Section 3. Maintenance Bond. The Town Commission having accepted the completed infrastructure also accepts a Maintenance Bond, in the form attached hereto as **Exhibit "E"** and made a part hereof, issued by Argonaut Insurance Company in the amount of \$ 172,940.58 which shall warrant and indemnify for a period of one (1) year and thirty (30) days from the effective date of this Resolution accepting the improvements against all losses sustained resulting from defects in construction, design, or materials.

Section 4. Performance Bond. The Town Manager is hereby authorized to release the Performance Bond (see **Exhibit "A"**) which was issued for the completion of all required infrastructure and improvements in the said subdivision.

Section 5. Conflicts. All resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 6. Severability. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 7. Administrative Correction of Scriveners Errors. The administrative correction of typographical and/or scrivener’s errors in this Resolution which do not affect the intent may be authorized by the Town Manager or his designee, without the need of consideration by the Town Commission of the Town of Dundee, by filing a corrected or recodified copy of same with the Town Clerk.

Section 8. Effective Date. This Resolution shall take effect immediately upon passage.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 26th day of March, 2024.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT "A"
Performance Bond-Page 1 of 4

PERFORMANCE BOND

Bond No. SUR0073680

KNOWN ALL BY THESE PRESENTS, That we, Richmond American Homes of Florida, LP, as Principal, and Argonaut Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, as Obligee, in the sum of Six Hundred Sixty Thousand One Hundred Seventy Seven and 65/100ths (\$660,177.65) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Town of Dundee Land Development Code (hereinafter the "ULDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the dedicated improvements, improvements, infrastructure and other items described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Hilltop platted subdivision, in accordance with the ULDC, drawings, plans, specifications, and other applicable data and information (hereinafter collectively referred to as the "Plans") filed with the Town of Dundee, which the Plans are by reference incorporated into and made part of this Bond by reference; and

WHEREAS, the Principal is required to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Hilltop subdivision in accordance with the Plans and ULDC by September 1, 2024 (the "Guaranty Period") and as verified by the Town of Dundee Development Services Division and/or Town of Dundee Development Director, upon the written approval and acceptance by the Obligee by resolution of the Town Commission of the Town of Dundee, this Bond shall be null and void. If the Improvements are not constructed by Guaranty Period or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the Improvements within the time specified in Paragraph 1, above, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will either 1) forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs or 2) tender the full penal sum of this Bond in exchange for a full release. Should the Surety fail or refuse to perform and complete the Improvements or tender the full penal sum of this

Initials KS

Page 1 of 3

EXHIBIT "A"
Performance Bond-Page 2 of 4

Bond in exchange for a full release, the Oblige, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that the Oblige, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Oblige should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Oblige the total cost of, including without limitation, construction, design, engineering, legal costs and fees, and any contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements. Notwithstanding this Paragraph 3, the liability of the Surety shall terminate upon the Surety's tender of the full penal sum of this Bond.
4. **Applicable Law, Jurisdiction and Venue.** This Performance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the Tenth Judicial Circuit in and for Polk County, Florida.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Argo Surety Claims c/o Argo Group
225 West Washington Street, 24th Floor
Chicago, IL 60606
With a courtesy email to Surety.Claims@ArgoSurety.com

The Principal at:

Richmond American Homes of Florida, LP
2822 Commerce Park Drive, #100
Orlando, FL 32819

The Oblige at:

Town of Dundee
202 East Main Street
Dundee, FL 33838

[Signatures appear on the next page]

Initials KE

Page 2 of 3

EXHIBIT "A"
Performance Bond-Page 3 of 4

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 12th day of October, 2022.

[Signature]
Witness

Will Thorp
Printed Name

[Signature]
Witness

Joshua Rivera
Printed Name

[Signature]
Witness

Courtney Weiss
Printed Name

[Signature]
Witness

Katie McConnell
Printed Name

PRINCIPAL:

Richmond American Homes of Florida, I.P.
a Colorado limited partnership
By: RAH of Florida, Inc., a Colorado
Corporation, its General Partner
Name of Corporation

By: [Signature]

KENNETH SMITH
Printed Name

Title: Division President
(SEAL)



SURETY:

Argonaut Insurance Company
Name of Corporation

By: [Signature]

Richard H. Mitchell
Printed Name

Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Initials [Signature]

EXHIBIT "A"
Performance Bond- Page 4 of 4

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II, Robert B. Freed, Alisa B. Ferris, Jeffrey M. Wilson, Robert M. Verdin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

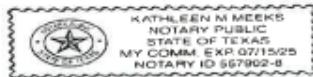


by: [Signature]
Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



[Signature]
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of October, 2022.



[Signature]
Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

COMPOSITE EXHIBIT "B"

TOWN OF DUNDEE DEVELOPER’S AGREEMENT
CONDITIONAL FINAL PLAT APPROVAL
SEASONS AT HILLTOP SUBDIVISION

RT: 807496

THIS TOWN OF DUNDEE DEVELOPER’S AGREEMENT CONDITIONAL FINAL PLAT APPROVAL SEASONS AT HILLTOP SUBDIVISION (hereinafter the “Agreement”), made this 10th day of October, 2022, by and between **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado Limited Partnership authorized to transact business in the State of Florida (hereinafter the “Developer”) and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the “Town”).

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, Developer is authorized to transact business in the State of Florida; and

WHEREAS, the State of Florida, Division of Corporations, Detail by Entity for the Developer are attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272823-000000-013010 (the “Property”); and

WHEREAS, the Property was conveyed to the Developer by virtue of that certain Special Warranty Deed (the “Deed”) dated November 3, 2021, and recorded in Official Records Book 11979, Page(s) 0250-0251, public records of Polk County, Florida; and

WHEREAS, a copy of the Deed is attached hereto as **Exhibit “B”** and made a part hereof by reference; and

WHEREAS, the *Seasons at Hilltop Subdivision* (the “Development”), which is located within the corporate limits of the Town of Dundee, will be constructed and/or developed on the Property; and

WHEREAS, on September 13, 2022, at the duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission introduced and passed Resolution 22-38 (the “Resolution”) conditionally approving the Final Subdivision Plat for the Development; and

WHEREAS, a copy of the Resolution is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

WHEREAS, for purposes of ensuring the extension and availability of the Town’s utility services to the Development, the Town requested and received from the Developer’s Engineer for the Development an Engineer’s Certification of Cost for Construction and Engineer’s Certification of Remaining Cost of Construction (collectively referred to as the “Estimates”); and

WHEREAS, the Estimates provide, as follows: (1) the total cost for construction of the infrastructure and public improvements for the Development total One Million Seven Hundred Twenty-Nine Thousand Four Hundred Five Dollars and eighty cents (\$1,729,405.80); and (2) the total remaining cost(s) for the completion of the infrastructure and onsite public improvements for the Development total Five Hundred Twenty-Eight Thousand One Hundred Forty-Two Dollars and twelve cents (\$528,142.12); and

WHEREAS, Copies of the Estimates and supporting documentation are attached hereto as **Composite Exhibit “D”** and made a part hereof by reference; and

WHEREAS, Town and Developer acknowledge and agree that the Estimates have been reviewed and approved by the Town’s consulting engineer; and

WHEREAS, Town and Developer acknowledge and agree that the Town Commission approves the Estimates (see attached **Composite Exhibit “D”**) and finds that, in order to meet the increased demands for public facilities and services arising out of development growth, the Developer will be required to provide the Town with adequate performance security and adequate defect security; and

WHEREAS, Town and Developer acknowledge, represent, and agree that all roads, drainage, and utility infrastructure and/or facilities needed to support all phases of the Development shall be completed, inspected by the Town, accepted by the Town, and available for immediate use prior to the issuance of any certificates of occupancy for any structure(s) located on the Property (see attached **Exhibit “B”**); and

WHEREAS, Town and Developer acknowledge and agree that the *Declaration of Covenants, Conditions and Restrictions for Seasons at Hilltop* are recorded in Official Records Book 12422, Page(s) 1876-1949, public records of Polk County, Florida; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee, the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility service(s) to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Town of Dundee Code of Ordinances and Section 6.01.07.04(4) of the Town of Dundee Land Development Code (“LDC”), a developer’s agreement may be required when, in the opinion of the Town, such an agreement is necessary to facilitate construction of extension(s) of the utility system; and

WHEREAS, Town and Developer acknowledge and agree that a developer’s agreement may be entered into between the Town and Developer in order to set forth specific terms and/or requirements for the Development; and

WHEREAS, except as otherwise set forth by this Agreement, the Town and Developer acknowledge and agree that the Development shall comply with all applicable land development regulations in effect on the effective date of this Agreement unless otherwise provided herein; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town’s willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges and agrees that nothing contained in this Agreement shall be deemed, construed, or applied to cause the Town to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, Town and Developer acknowledge and agree that, as a material condition of this Agreement, a certified copy of this Agreement, which is signed and executed by the Town and Developer, must be recorded in the Public Records of Polk County, Florida; and

WHEREAS, the parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, Town and Developer agree that, in order to ensure and guarantee that the necessary public facilities and services needed to support the Development, this Agreement was freely negotiated and voluntarily entered into by the parties; and

WHEREAS, the parties mutually agree that this Agreement is desirable and intended to ensure better coordination of government services; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, the Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida; and

WHEREAS, this Agreement is entered into pursuant to the general and Municipal Home Rule powers of the Town and is therefore not a Development Agreement pursuant to Chapter 163 of the Florida Statutes.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

§1.0 **Recitals.** The foregoing factual recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the Town and Developer.

§2.0 **Purpose.** The purpose of this Agreement is to establish certain respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in §3.11).

§3.0 **Definitions.** Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

§3.1 **“Applicable Law”** means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

§3.2 **“Town”** means the Town of Dundee, Florida.

§3.3 **“Town Representative”** means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Town Representative does not have the authority to waive or modify any condition or term of this Agreement.

§3.4 **“Developer”** means **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado Limited Partnership authorized to transact business in the State of Florida.

§3.5 **“Developer Representative”** any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

§3.6 **“Town Code”** means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

§3.7 **“Day(s)”** means calendar day unless specifically stated otherwise.

§3.8 **“Calendar Day(s)”** means any and all days in a 365-day calendar year.

§3.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

§3.10 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee, Florida.

§3.11 “*Development*” means the design, construction, and improvements performed by the Developer for the SEASONS AT HILLTOP project which are the subject of this Agreement and located on, over, under and across the Property (see attached Exhibit “B”) and related to and/or arising out of the SEASONS AT HILLTOP SUBDIVISION.

§3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the Town Commission at a duly noticed public meeting.

§3.13 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in §17 of this Agreement.

§4.0 **Town Obligations.**

§4.1 Except as otherwise set forth by this Agreement and/or the Resolution (see attached Exhibit “C”) Pursuant to the Town Code (as defined by §3.6 of this Agreement) and Applicable Law (as defined by §3.1 of this Agreement), the Development (as defined by §3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to expeditiously review any and all requests for a development order and/or development and construction permit(s).

§4.2 The Town authorizes, agrees, and accepts the PERFORMANCE BOND (the “Bond”) as adequate performance security for the Development. A copy of the Bond is attached hereto as Exhibit “E” and made a part hereof by reference.

§4.3 The Bond shall be released by the Town when all platted improvements and infrastructure are installed, inspected, and approved, as follows:

§4.3.1 Town consulting engineer shall inspect and approve the construction and installation of the platted improvements and infrastructure;

§4.3.2 The Developer conveys all public utility infrastructure to the Town free and clear of all liens and encumbrances in a form and manner acceptable to the Town; and

§4.3.3 The Town Commission affirmatively accepts and approves the conveyance of all public utility infrastructure for the Development by resolution. For purposes of

this Agreement, *approval* shall occur upon the acceptance of all platted improvements and infrastructure by a duly adopted resolution of the Town Commission.

The provisions set forth in this Section (§4.3 of this Agreement) shall survive the termination of this Agreement.

§4.4 Town shall record this Agreement in the public records of Polk County no later than ten (10) Business Days following the Effective Date (as defined by §3.12 of this Agreement).

§5.0 **Public Facilities and Improvements.** The purpose of this section is to ensure that facilities and services needed to support the Development are available concurrent with the impacts of the Development.

§6.0 **Developer Obligations.** Pursuant to this Agreement, Town Code, and Applicable Law (as defined by §3.1 of this Agreement), the Developer shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by §3.11 of this Agreement), and the Developer shall provide the Town with *adequate performance security* and *adequate defect security*.

§6.1 Developer shall perform, at its discretion, any and all due diligence related to the Development (as defined by §3.11 of this Agreement) it desires at its sole cost and expense.

§6.2 Developer shall be solely responsible for the payment of any and all cost(s) and expense(s) associated with the Development (as defined by §3.11 of this Agreement) which may include, but shall not be limited to, the cost(s) and expense(s) for surveying, engineering, design, permitting, construction, piping, hardware, and site restoration.

§6.3 Developer may utilize its agents, employees and/or third parties to accomplish its obligations under this Agreement. However, Developer shall remain responsible for the proper performance under this Agreement and shall take all steps necessary to ensure that its agents, employees and/or third parties perform as required by Applicable Law (as defined by §3.1 of this Agreement) and this Agreement.

§6.4 Developer shall keep in force and effect during the Term (as defined by §3.13 of this Agreement) of this Agreement public liability insurance, property damage insurance, worker’s compensation insurance and other insurance coverages required by the Town for contractors performing work within the public rights-of-way. All insurance policies shall be reviewed by the Town Attorney and must be acceptable to the Town. Any policy(ies) of insurance required herein shall apply to any covered loss on a primary basis; and, for purposes of public liability insurance and property damage insurance, the Town shall be named as an additional insured.

§6.5 Developer shall be solely responsible for any and all maintenance and repair of the Development (as defined by §3.11 of this Agreement) in accordance with Applicable Law (as defined by §3.1 of this Agreement). As such, the Town shall have no responsibility and/or liability whatsoever to restore, pay for the removal, and/or pay the maintenance or repair of the

Development (as defined by §3.11 of this Agreement) unless the Town affirmatively accepts such responsibility by a duly adopted Resolution of the Town Commission.

§6.9 Developer shall provide *adequate defect security* which shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Development that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances (see attached **Composite Exhibit “D”**) for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed platted improvements and infrastructure. Upon default, the Town may exercise its rights under this Agreement which includes, but shall not be limited to, the security instrument which requires, at a minimum, ten (10) days' written notice by certified mail to the parties to the instrument.

§6.10 On September 13, 2022, based on competent substantial evidence and pursuant to Section 6.03.01 of the Town Code, the Developer requested and the Town Commission approved with the adoption of the Resolution (see attached **Exhibit “C”**) the payment of a fee-in-lieu of dedicating land for parks and recreation. **The Town shall not issue any building permits prior to the receipt of cleared funds for the payment of the fee-in-lieu in the amounts set forth by the Resolution (see attached Exhibit “C”).**

§6.11 Developer shall not take any action which would subject any of the improvements and/or infrastructure constructed and/or located on the Property to liens, encumbrances, or any other interests by third parties.

§6.12 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

§6.13 The maintenance obligations of the Developer under this §6 shall survive the termination of this Agreement.

§7.0 **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

§8.0 **Binding Effect.** Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors,

superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto. The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development (as defined by §3.11 of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with Applicable Law (as defined by §3.1 of this Agreement).

§9.0 **Merger.** This Agreement constitutes the entire understanding of the parties. It supersedes any prior understandings, agreements, or obligations between them upon the subjects covered in this Agreement. There are no representations, promises, guarantees or warranties other than those set forth herein. This Agreement supersedes all prior agreements and development orders pertaining to the lands described herein.

§10.0 **Notices.** All notices, demands, requests, consents, approvals, and other communications (collectively referred to as the "Notice"), required or permitted to be given hereunder shall be in writing and sent by either: (i) registered or certified mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addressed to the party to be so notified as follows:

For Town: Town of Dundee
Attn: Tandra Davis, Town Manager
202 East Main Street
Dundee, FL 33838

With a Copy to (*which shall not constitute notice*):
Frederick J. Murphy, Jr. Town Attorney
Town of Lake Alfred
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33830
Telephone (863) 533-7117
Fax: (863) 533-7412

For Developer: Richmond American Homes of Florida, LP
Attn: Land Dept.
2822 Commerce Park Drive, Suite 100
Orlando, Florida 32819

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notice(s), or that the address for the delivery of such notice(s) has been changed, provided that, until such time as the other party receives such

notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

§11.0 **Applicable Law, Jurisdiction and Venue.** This Agreement and the rights and obligations of the Town and Developer shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§12.0 **No Effect on Code Violations; No Contract Zoning.** This Agreement shall not be interpreted to condone, authorize and/or permit any violation of the Town Code or Applicable Law (as defined by §3.1 of this Agreement). Further, this Agreement shall not be construed as the Town's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

§13.0 **Miscellaneous Provisions.**

§13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

§13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

§13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

§13.4 **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

§13.5 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by §3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

§13.6 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

§13.7 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

§13.8 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the Town and Developer. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

§13.9 **Compliance with Applicable Law.** Developer shall comply with Applicable Law (as defined by §3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

§13.10 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

§13.11 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the parties agree that the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

§13.12 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

§13.13 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

§13.14 **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

§13.15 **Relationship.** Developer shall at all times be acting as an independent contractor. Developer shall perform all its duties, responsibilities, and obligations in strict accordance with this Agreement as an Independent Contractor and shall not be considered an agent

of the Town, nor shall any of the Developer's subcontractors, suppliers and/or employees be considered agents of the Town. Developer shall be solely responsible to any and all subcontractors, suppliers and those employed by them for their costs, expenses, fees and profits, if any, in performing under this Agreement. Developer shall bear the sole responsibility and liability for furnishing worker's compensation benefits to any and all personnel hired and/or employed by them for any injuries arising from and/or connected with any and all work and/or services performed under this Agreement, and Developer shall bear the sole responsibility and liability for furnishing any and all other employee benefits to any and all personnel and/or employees hired by them.

§13.16 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

§13.16 **Conflicts.** In the event of any conflict between the terms of this Agreement and the Exhibits annexed and attached hereto, the terms of this Agreement shall control.

§14.0 **Public Records.** Developer covenants and agrees to:

§14.1 Keep and maintain public records required by the TOWN to perform the service(s) related to the Project and Development.

§14.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

§14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Developer does not transfer the records to the TOWN.

§14.4 Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in possession of Developer or keep and maintain public records required by the TOWN to perform the service. If Developer transfers all public records to the TOWN upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

§14.5 If Developer does not comply with a public records request, TOWN shall enforce the Agreement which may include immediate termination of Agreement.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, EXT. 238, JGarcia@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

§14.6 The provisions set forth by this Section (§14 of this Agreement) shall survive the termination of this Agreement.

§15.0 **Developer Default.** The Developer shall execute this Agreement and perform in strict accordance with the provisions set forth herein. Subject to Applicable Law (as defined by §3.1 of this Agreement), in the event Developer fails to perform in strict accordance with the terms, conditions and/or provisions of this Agreement, the Town may, without further notice, presentment, and/or inquiry, seek *ex-parte* relief in a court of competent jurisdiction in and for Polk County, Florida. Any *ex-parte* order shall also include an award of attorneys' fees and costs arising out of the enforcement of this Agreement.

§16.0 **Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

§17.0 **Remedies and Termination.**

§17.1 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

§17.2 This Agreement shall remain in effect until the earlier of the completion of the Development (as defined by §3.11 of this Agreement) or such time the Town Commission accepts by resolution all improvements, dedications, and/or onsite infrastructure.

§17.3 In the event the Development (as defined by §3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

§17.3 In order to enforce the term(s) of the Agreement or challenge compliance of the Agreement, any party or aggrieved or adversely affected person (as defined in Section 163.3215(2), Florida Statutes) may file an action for injunctive relief in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§18.0 **Appropriations.** Neither this Agreement nor the obligations imposed upon the Town hereunder shall be or constitute an indebtedness or general obligation of the Town or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Town or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the Town or other Governmental Authority. The Developer agrees that the obligation of the Town to make any payments by the Town to Developer pursuant to this Agreement shall be subordinate to the obligations of the Town to pay debt service on any bonds issued by the Town prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the Town in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the Town in any fiscal year while this Agreement is in effect.

§19.0 **Town's Police Powers.** Developer acknowledges and agrees that the Town is prohibited from engaging in "contract zoning" or bartering away its legislative prerogative, and as such while Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town's police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith.

§20.0 **No Waiver of Sovereign Immunity.** Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Contract.

§21.0 **Jury Trial.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

§22.0 **Duty to Cooperate and Act in Good Faith.** The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties

shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

§23.0 **Recordation**. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.


The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:


Developer:

RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership

By: RAH of Florida, Inc., a Colorado corporation, its General Partner

 MARC RICHARDS
Witness

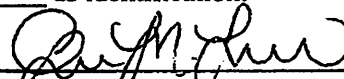
By: 
Kenny L. Smith, Division President

 STEVE A. WOOD
Witness

10/10/22
Date

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10th day of October, 2022, by Kenny L. Smith as Division President, of RAH of Florida, Inc., a Colorado Corporation, as General Partner of Richmond Homes of Florida LP, a Colorado limited partnership, on behalf of the company (check one) who is personally known to me or who has produced a _____ as identification.


Notary Public, State of Florida
Printed Name: Genevieve M. Labuda
My commission expires: January 20, 2026




Town of Dundee:

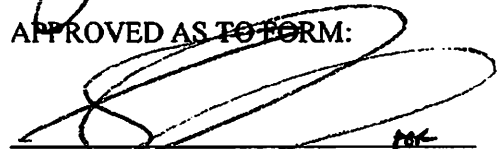
TOWN OF DUNDEE, FLORIDA

By: 
Sam Pennant, Mayor

ATTEST:


Jenn Garcia, Town Clerk

APPROVED AS TO FORM:


Frederick J. Murphy, Jr. Town Attorney

10/5/22, 1:57 PM

Detail by Entity Name

EXHIBIT "A"
to Developer's Agreement

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Partnership
RICHMOND AMERICAN HOMES OF FLORIDA, LP

Filing Information

Document Number	B03000000280
FEI/EIN Number	02-0701603
Date Filed	08/14/2003
State	CO
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	09/25/2006
Event Effective Date	NONE

Principal Address

10255 FORTUNE PKWY
BLDG 500, STE 150
JACKSONVILLE, FL 32256

Changed: 09/10/2019

Mailing Address

4350 SOUTH MONACO STREET
SUITE 500
DENVER, CO 80237

Changed: 04/30/2010

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 11/24/2004

Address Changed: 11/24/2004

General Partner Detail

Name & Address

Document Number F03000004056

10/5/22, 1:57 PM

Detail by Entity Name

EXHIBIT "A"
to Developer's Agreement

RAH OF FLORIDA, INC.
10255 Fortune Parkway, Bldg. 500, Suite 150
Jacksonville, FL 32256

Annual Reports

Report Year	Filed Date
2020	04/27/2020
2021	04/19/2021
2022	03/10/2022

Document Images

03/10/2022 -- ANNUAL REPORT	View image in PDF format
04/19/2021 -- ANNUAL REPORT	View image in PDF format
04/27/2020 -- ANNUAL REPORT	View image in PDF format
04/04/2019 -- ANNUAL REPORT	View image in PDF format
03/09/2018 -- ANNUAL REPORT	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
02/24/2016 -- ANNUAL REPORT	View image in PDF format
02/26/2015 -- ANNUAL REPORT	View image in PDF format
04/09/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
04/27/2011 -- ANNUAL REPORT	View image in PDF format
04/30/2010 -- ANNUAL REPORT	View image in PDF format
04/28/2009 -- ANNUAL REPORT	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
05/14/2007 -- ANNUAL REPORT	View image in PDF format
09/25/2006 -- REINSTATEMENT	View image in PDF format
05/31/2005 -- ANNUAL REPORT	View image in PDF format
11/24/2004 -- Reg. Agent Change	View image in PDF format
05/04/2004 -- ANNUAL REPORT	View image in PDF format
08/14/2003 -- Foreign LP	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT "B"
to Developer's Agreement

INSTR # 2021295125
BK 11979 Pgs 0250-0251 PG(s)2
11/12/2021 07:29:43 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 11,914.00

This document prepared by and Return to:
Richmond American Homes of Florida LP
2822 Commerce Park Drive #100
Orlando, FL 32819

Grantee Tax ID# 33-1077984
Parcel Tax ID# 272823-000000-013010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this 3 day of November, 2021, between HILLTOP GROVES, L.L.C., a Florida limited liability company, whose address is 5529 US 98N, Lakeland, FL 33809 ("Grantor"), and RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership, whose address is 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), to it in hand paid by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantee's heirs, successors and assigns forever, in fee simple absolute, all of Grantor's right, title, and interest in and to the following described land, situate, lying and being in Polk County, Florida, to wit ("Property"):

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET IN WIDTH OFF THE NORTHERLY, EASTERLY AND SOUTHERLY SIDES THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO LESS AND EXCEPT ADDITIONAL ROAD RIGHT-OF-WAY AS SHOWN IN DEED RECORDED IN OFFICIAL RECORDS BOOK 447, PAGE 570, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH all tenements, hereditaments, improvements, fixtures, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the Property in fee simple forever.

GRANTOR covenants that at the time of delivery of this deed, except as set forth on Exhibit "A" hereto, the Property is free of any liens or encumbrances, and Grantor hereby specially warrant the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Signature Page Follows]

EXHIBIT "B"
to Developer's Agreement

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day, month and year first above written.

GRANTOR:

HILLTOP GROVES, L.L.C., a Florida limited liability company

WITNESSES:

Pam Chancey
Print Name: Pam Chancey

A. David Norris
Print Name: A. David Norris

By: Lee Saunderson
Name: LEE SAUNDERS - HILLTOP GROVES, LLC
Title: MANAGER

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of November 2021, by Lee Saunderson of Hilltop Grove, L.L.C., a Florida limited liability company, on behalf of the corporation.

Personally Known OR Produced Identification

Type of Identification Produced: _____

Pamela G Chancey
(Signature of Notary Public)

Pamela G Chancey
(Print, Type, or Stamp Commissioned Name of Notary Public)



PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded Thru Budget Notary Services

My Commission expires: 10-15-2024

Affix Notary SEAL

Online Notary: (Check Box if acknowledgment done by Online Notarization)

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 1 of 8

RESOLUTION NO. 22-38

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "SEASONS AT HILLTOP SUBDIVISION" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Richmond American Homes of Florida, LP (the "Owner" and/or "Applicant"), the owner of the lands described in Exhibit "A" attached hereto has submitted that certain plat entitled "Seasons at Hilltop Subdivision" (the "Plat") for approval for filing by the Town Commission of the Town of Dundee in accordance with Chapter 177 of the Florida Statutes, the Town of Dundee Code of Ordinances, and Sections 7.01.08 through 7.01.12 of the Town of Dundee Unified Land Development Code; and

WHEREAS, copies of the Plat are attached hereto as Composite Exhibit "B" and made a part hereof by reference; and

WHEREAS, the Plat was reviewed by Town staff and Town consultants and, pursuant to said review, determined to meet the requirements of Chapter 177 of the Florida Statutes and applicable provisions of the Town of Dundee Unified Land Development Code and Dundee Code of Ordinances; and

WHEREAS, the proposed Seasons at Hilltop Subdivision (the "Subdivision") is to occur on approximately 19.2 acres of property identified by the Polk County Property Appraiser as Parcel Identification Number 272823-000000-013010 (see Exhibit "A"); and

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 2 of 8

WHEREAS, the Plat includes 74 single-family lots and 0.25 acres of recreational land to be owned and maintained by a Home Owner's Association and/or Property Owner's Association created and established in accordance with applicable Florida law; and

WHEREAS, on April 13, 2021, pursuant to Section 6.03.01 of the Town of Dundee Unified Land Development Code, the Town Commission approved the Owner's request for the payment of a \$15,250 fee in lieu of land dedication; and

WHEREAS, the Owner requests that the Plat for the be approved by the Town Commission of the Town of Dundee prior to all the Subdivision improvements and infrastructure being satisfactorily installed and/or constructed;

WHEREAS, on September 13, 2022, pursuant to Florida law and applicable provisions of the Town of Dundee Code of Ordinances, Town of Dundee Unified Land Development Code which includes, but is not limited to, any pending ordinance(s), the Owner requested and that the Town Commission of the Town of Dundee review and conditionally approve the Plat for filing; and

WHEREAS, pursuant to Florida law and applicable provisions of the Town of Dundee Code of Ordinances, Town of Dundee Unified Land Development Code which includes, but is not limited to, any pending ordinance(s), the Town Commission may by resolution, approve the Plat and dedication(s) and/or conditionally approve the Plat and dedications; and

WHEREAS, on September 13, 2022, the Town Commission of the Town of Dundee, Florida, held a public hearing to take action on the Plat.

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 3 of 8

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF DUNDEE, FLORIDA:**

1. The provisions set forth in the factual recitals (whereas clauses) are hereby adopted by the Town Commission as the legislative findings and intent pertaining to this Resolution.
2. That certain plat entitled "Seasons at Hilltop Subdivision" and showing the following described property, to wit: See Exhibit "A", which is attached hereto and made a part hereof by reference, and Exhibit "B", which is attached hereto and made a part hereof by reference, was presented to the Town Commission for approval on the 13th day of September, 2022. The Town Commission having reviewed said plat and having been otherwise fully advised in the premises hereby approves said plat for filing in accordance with Chapter 177, Florida Statutes, and applicable provisions of the Town of Dundee Unified Land Development Code which includes, but is not limited to, any pending ordinance(s), and the Town of Dundee Code of Ordinances.
3. Approval of the plat entitled "Seasons at Hilltop Subdivision" is conditioned upon the Owner and Town of Dundee entering into a Developer's Agreement which shall provide for the Owner's completion of 100% of the improvements and infrastructure; the bonding requirements for both the performance bond and maintenance bond; and the concurrent recordation with the plat entitled "Seasons at Hilltop Subdivision" of the Declaration of Covenants, Conditions and Restrictions for the Seasons at Hilltop Subdivision.
4. Approval of the plat entitled "Seasons at Hilltop Subdivision" is conditioned upon the applicant paying the \$15,250 fee in lieu of parkland dedication approved by the Town Commission on April 13, 2021, at the time of approval of a final plat and according to the standards described in Section 6.03.01(a)(1)(c).

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 4 of 8

5. **The Town of Dundee does not accept the utility systems for the subject lands including but not limited to water, and wastewater systems until all such systems as may be constructed and/or noted on the plat have passed all required tests and all required certifications have been obtained and the systems are fully operational pursuant to Town standards. Further, no certificates of occupancy for any structures constructed thereon will be issued until all such utility systems and other required infrastructure and improvements as required by the Town of Dundee Code of Ordinances are fully operational and have been accepted by the Town.**

6. **All surface and/or storm water systems for the proposed subdivision shown on the plat being approved for filing herein shall be dedicated to the Homeowners Association established by or on behalf of the Seasons at Hilltop Subdivision shown on the plat being approved for filing herein which along with the developer shall have the sole responsibility for the maintenance, repair, and liability for the entire surface and/or storm water systems, including all collection, transmission, and piping components. It is the express intention of the Town of Dundee that it will not accept said surface and/or storm water systems.**

7. **The Town Manager, or her designee, is hereby authorized to take any and all necessary action(s) to effectuate the acceptance of the infrastructure for the Seasons at Hilltop Subdivision which includes, but is not limited to, executing any documentation necessary and incidental to same.**

8. **All Resolutions in conflict herewith are repealed in order to give this Resolution full force and effect.**

9. **The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of**

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 5 of 8

competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

10. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the Town Manager or his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.

11. This Resolution shall take effect upon approval of the Developer's Agreement for the completion of infrastructure, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and duly recorded in the Public Records of Polk County, Florida.


INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 13th day of September 2022.

TOWN OF DUNDEE

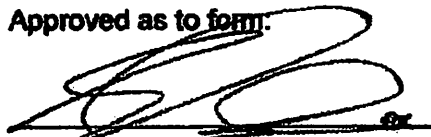


Mayor – Sam Pennant

ATTEST:


Town Clerk – Jenn Garcia

Approved as to form:



Town Attorney - Frederick J. Murphy, Jr.

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 6 of 8

RESOLUTION 22-38
EXHIBIT "A"
LOCATION MAP AND BOUNDARY SURVEY
Page 1 of 2

SEASONS AT HILLTOP SUBDIVISION AERIAL PHOTO MAP



EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 7 of 8

RESOLUTION 22-38
EXHIBIT "A"
LOCATION MAP AND BOUNDARY SURVEY
Page 2 of 2

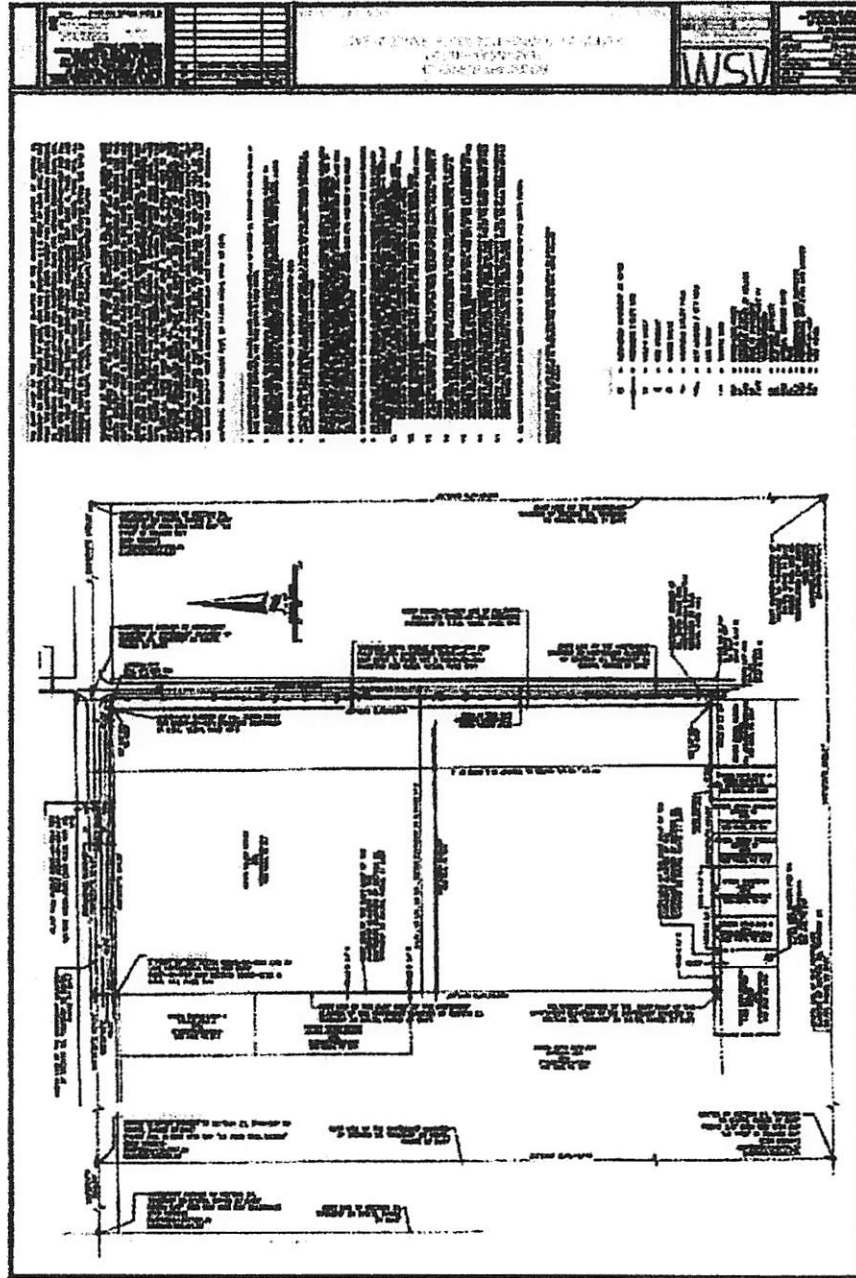
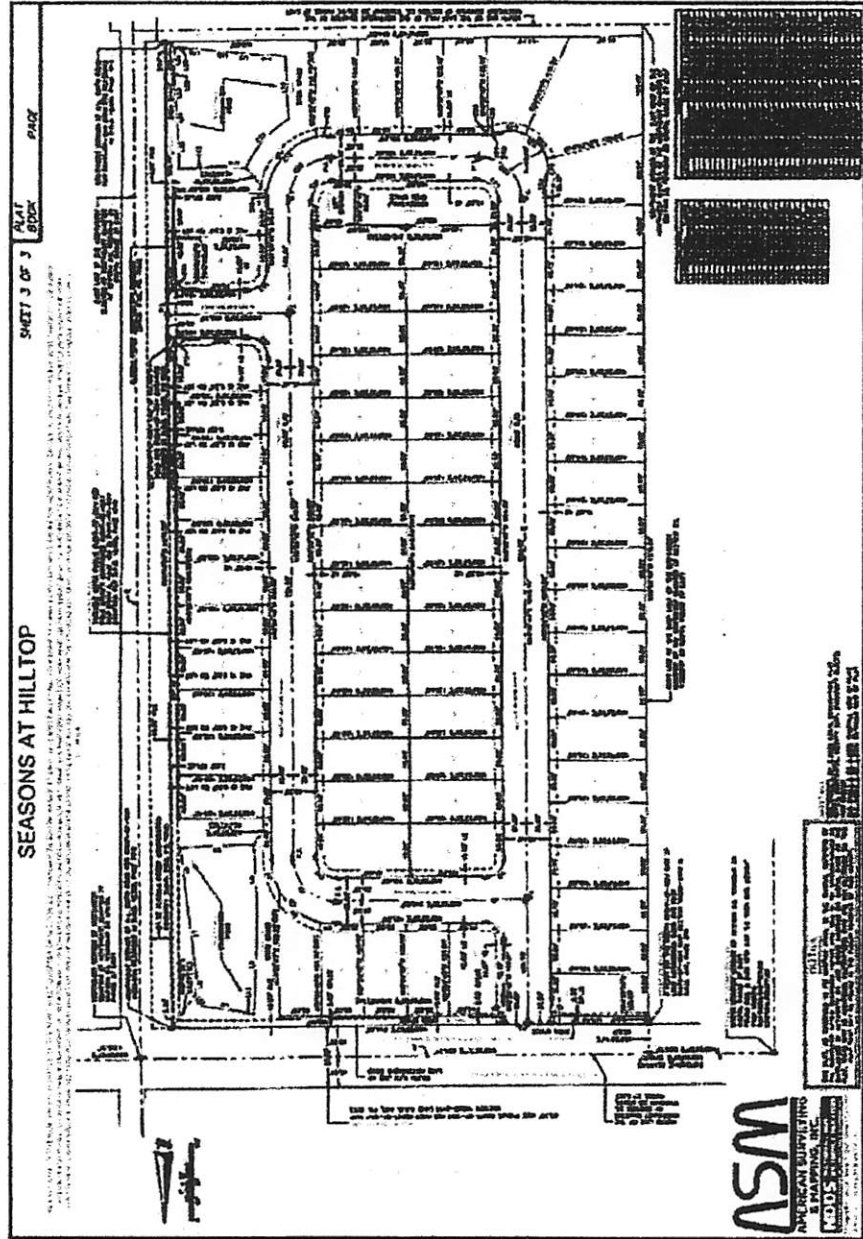


EXHIBIT "C"
to Developer's Agreement

RESOLUTION 22-38
EXHIBIT "B"
FINAL PLAT
Page 1 of 1

Resolution 22-38
Seasons at Hilltop Final Plat
Page 8 of 8



OCT 18 2022

PERFORMANCE BOND

Bond No. SUR0073680

KNOWN ALL BY THESE PRESENTS, That we, Richmond American Homes of Florida, LP, as Principal, and Argonaut Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, as Obligee, in the sum of Six Hundred Sixty Thousand One Hundred Seventy Seven and 65/100ths (\$660,177.65) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Town of Dundee Land Development Code (hereinafter the "ULDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the dedicated improvements, improvements, infrastructure and other items described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Hilltop platted subdivision, in accordance with the ULDC, drawings, plans, specifications, and other applicable data and information (hereinafter collectively referred to as the "Plans") filed with the Town of Dundee, which the Plans are by reference incorporated into and made part of this Bond by reference: and

WHEREAS, the Principal is required to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Hilltop subdivision in accordance with the Plans and ULDC by September 1, 2024 (the "Guaranty Period") and as verified by the Town of Dundee Development Services Division and/or Town of Dundee Development Director, upon the written approval and acceptance by the Obligee by resolution of the Town Commission of the Town of Dundee, this Bond shall be null and void. If the Improvements are not constructed by Guaranty Period or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the Improvements within the time specified in Paragraph 1, above, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will either 1) forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs or 2) tender the full penal sum of this Bond in exchange for a full release. Should the Surety fail or refuse to perform and complete the Improvements or tender the full penal sum of this

Initials KS

Bond in exchange for a full release. the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, construction, design, engineering, legal costs and fees, and any contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements. Notwithstanding this Paragraph 3, the liability of the Surety shall terminate upon the Surety's tender of the full penal sum of this Bond.
4. **Applicable Law, Jurisdiction and Venue.** This Performance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the Tenth Judicial Circuit in and for Polk County, Florida.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Argo Surety Claims c/o Argo Group
225 West Washington Street, 24th Floor
Chicago, IL 60606
With a courtesy email to Surety.Claims@ArgoSurety.com

The Principal at:

Richmond American Homes of Florida, LP
2822 Commerce Park Drive, #100
Orlando, FL 32819

The Obligee at:

Town of Dundee
202 East Main Street
Dundee, FL 33838

[Signatures appear on the next page]

Initials RF

Page 2 of 3

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 12th day of October, 2022.

Will Thorp
Witness

Will Thorp
Printed Name

[Signature]
Witness

Joshua Rivers
Printed Name

Courtney Weiss
Witness

Courtney Weiss
Printed Name

Katie McConnell
Witness

Katie McConnell
Printed Name

Initials [Signature]

PRINCIPAL:

Richmond American Homes of Florida, I.P.
a Colorado limited partnership
By: RAH of Florida, Inc., a Colorado
Corporation, its General Partner
Name of Corporation

By: [Signature]

KENNETH SMITH
Printed Name

Title: Divisional President
(SEAL)



SURETY:

Argonaut Insurance Company
Name of Corporation

By: [Signature]

Richard H. Mitchell
Printed Name

Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II, Robert R. Freel, Alisha B. Ferris, Jeffrey M. Wilson, Robert M. Vardin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



by: [Signature]
Gary F. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



[Signature]
Kathleen M. Merks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of October, 2022.



[Signature]
Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

COMPOSITE EXHIBIT "D"
to Developer's Agreement



October 6, 2022

Brenda Carter
Town of Dundee – Development Services
124 Dundee Road
Dundee, Florida 33838

Re: Seasons at Hilltop
Engineer's Certification of Cost for Construction

Dear Brenda:

This cost estimate is provided in support of the Maintenance Bond required by the Town of Dundee for acceptance of the public improvements associated with the Seasons at Hilltop subdivision. In my professional opinion, as a registered engineer in the State of Florida, the following information reflects the project's applicable construction costs. These costs were based on John M. Hall pay application number 5. The costs are as follows:

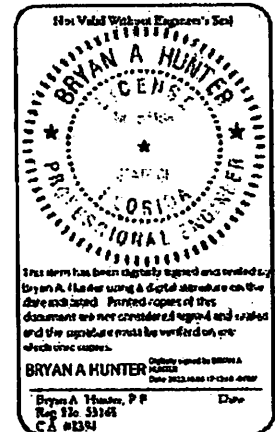
I.	Paving & Concrete (Onsite)	\$ 319,804.90
II.	Sanitary Sewer (Not Including Lift Station & Gen.)	\$ 120,355.99
III.	Lift Station	\$ 286,000.00
IV.	Lift Station Generator	\$ 75,718.75
V.	Storm Sewer	\$ 192,339.00
VI.	Water System	\$ 207,985.00
VII.	Grassing	\$ 90,211.50
VIII.	Paving (Off-Site)	\$ 62,213.39
IX.	Grassing (Offsite)	\$ 14,081.20
X.	<u>Change Orders (Infrastructure Only)</u>	<u>\$ 360,696.07</u>
	TOTAL	\$ 1,729,405.80

A surety amount of **\$172,940.58** (\$1,729,405.80 x 10%) is proposed. Your review and approval of the proposed surety amount is requested.

Please contact me if you have any questions or require additional information.

Sincerely,

Bryan Hunter, P.E.
Hunter Engineering, Inc.



COMPOSITE EXHIBIT "D"
to Developer's Agreement



August 24, 2022

Brenda Carter
Town of Dundee – Development Services
124 Dundee Road
Dundee, Florida 33838

Re: Seasons at Hilltop
Engineer's Certification of Cost to Complete Construction

Dear Brenda:

The Developer of the Seasons at Hilltop project would like to complete the subdivision plat prior to completion of 100% of the improvements. In my professional opinion, as a registered engineer in the State of Florida, the following information reflects the remaining costs to complete the onsite improvements as of the date of this letter. These costs were based on John M. Hall pay application number 5. The remaining costs are as follows:

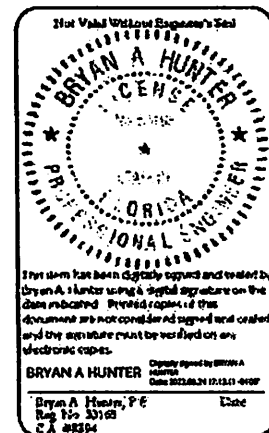
I.	Paving & Concrete (Onsite)	\$ 123,233.00
II.	Sanitary Lift Station	\$ 38,681.25
III.	Sanitary Lift Station Generator	\$ 75,718.75
IV.	Water System	\$ 6,790.00
V.	Grassing	\$ 90,211.50
VI.	Paving (Offsite)	\$ 13,959.28
VII.	Grassing (Offsite)	\$ 14,081.20
VIII.	Change Orders	\$ 32,827.74
IX.	Wall	\$ 132,639.40
	TOTAL	\$ 528,142.12

A surety amount of \$660,177.65 (\$528,142.12 x 125%) is proposed. Your review and approval of the proposed surety amount is requested.

Please contact me if you have any questions or require additional information.

Sincerely,

Bryan Hunter, P.E.
Hunter Engineering, Inc.



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Richmond American Homes 2822 Commerce Park Dr Suite 100 Orlando FL 32718 Contact: Tim Wheeler 407-405-5921	PROJECT: 21839 Hilltop Subdivision - Dundee FL	APPLICATION NO.: 5 APPLICATION DATE: 07/25/21 PERIOD TO: 07/31/25	DISTRIBUTION TO: ___ OWNER ___ Engineer ___ CONTRACTOR
FROM CONTRACTOR: Jon M. Hall Company 1400 Martin Luther King Jr Blvd Sanford FL 32771 Ph: 407-215-0410	VIA ENGINEER:	CONTRACT DATE: 01/01/21	Vendor # 1190134

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the contract Construction sheets, as applicable, and attached

1. ORIGINAL CONTRACT SUM		\$ 1,749,153.22
2. Net change by Change Orders		\$ 369,224.82
3. Contract Sum To Date (Line 1+2)		\$ 2,118,378.04
4. TOTAL COMPLETED AND STORED TO DATE (Column K on Individual sheets)		\$ 1,703,232.19
5. RETAINAGE:		
a. 10% of completed work		\$ 170,323.22
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		\$ 1,532,908.97
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		\$ 1,372,448.73
8. CURRENT PAYMENT DUE		\$ 160,460.24
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 8)	\$	588,469.07

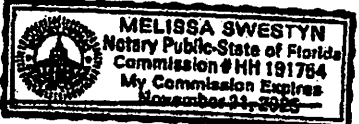
CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	325,500.00	
Total approved this month	-	
TOTALS	325,500.00	
NET CHANGES by Change Order	\$325,500.00	

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

CONTRACTOR: Jon M. Hall Company
 By: [Signature] Date: 7/28/2021
 My Rivers, President

State of: Florida
 County of: Seminole
 Subscribed and sworn to before me this 25th day of July, 2020.

[Signature]
 My Commission Expires



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data supporting this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ Date: _____
 (Amount represents if amount certified differs from the amount applied for - Initial all figures on this application and on the Construction Sheet that are changed to conform to the amount certified.)

Engineer: _____
 By: _____ Date: _____

COMPOSITE EXHIBIT "D" to Developer's Agreement

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Construction Sheet
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed Certificate, to attach

21833
Nil 3 up

Application No: 072622
Application Date: 07/14/22
Filed For: 31

A	A	B	C	D	E	F	G	H	I	J	K	L	M	N
ACCOUNT CODE	ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	ADJUSTED PREVIOUS APPLICATION PERIOD (\$)	ADJUSTED THIS PERIOD (\$)	CUMULATED AND STORED TO DATE (\$)	%	REWORKING TO PERM (\$)	REWORKING (\$)
01 MOBILIZATION & GENERAL CONDITIONS - N/A														
33300	90000	Jobite Facilities	1.00	L3	\$ 12,000.00	\$ 12,000.00	0.00	0.00	\$ 11,400.00	\$ 600.00	\$ 12,000.00	100%	\$ -	\$ 1,200.00
33300	90000	Support	1.00	L3	\$ 44,200.00	\$ 44,200.00	0.00	0.00	\$ 41,000.00	\$ 2,210.00	\$ 44,200.00	100%	\$ -	\$ 4,420.00
33300	90000	Geotechnical Testing For Jahn's Green City	1.00	L3	\$ 22,700.00	\$ 22,700.00	0.00	0.00	\$ 21,070.00	\$ 1,597.00	\$ 22,700.00	100%	\$ -	\$ 2,270.00
33300	90000	Survey & Analysis For Jahn's Green City	1.00	L3	\$ 31,000.00	\$ 31,000.00	0.00	0.00	\$ 28,440.00	\$ 2,560.00	\$ 31,000.00	100%	\$ -	\$ 3,100.00
33300	90000	Mediation	1.00	L3	\$ 31,000.00	\$ 31,000.00	0.00	0.00	\$ 29,000.00	\$ 1,970.00	\$ 31,000.00	100%	\$ -	\$ 3,100.00
33300	90000	Construction Estimate	1.00	EA	\$ 6,200.00	\$ 6,200.00	1.00	0.00	\$ 6,200.00	\$ -	\$ 6,200.00	100%	\$ -	\$ 6,200.00
33300	90000	Soil Fence	1.00	L3	\$ 1,250.00	\$ 4,700.75	3,000.00	0.00	\$ 4,700.75	\$ -	\$ 4,700.75	100%	\$ -	\$ 4,700.75
33300	90100	SWPPP Permit & Monitoring	1.00	L3	\$ 8,100.00	\$ 8,100.00	0.70	0.00	\$ 8,080.12	\$ 1,977.88	\$ 7,200.00	100%	\$ -	\$ 470.88
01 MOB & GC Subtotal														
						\$ 147,900.75			\$ 147,900.75	\$ 8,657.88	\$ 156,558.63	80%	\$ 2,974.88	\$ 14,948.67
02 CLEAR, GRUB & STRIP - N/A														
33300	90120	Clear, Grub And Dem Soil Burn Crusts	18.75	ACR	\$ 400.00	\$ 7,500.00	18.75	0.00	\$ 7,500.00	\$ -	\$ 7,500.00	100%	\$ -	\$ 7,500.00
33300	90200	Gravel Reference Crossed	90.00	LF	\$ 0.30	\$ 27.00	90.00	0.00	\$ 27.00	\$ -	\$ 27.00	100%	\$ -	\$ 27.00
33300	90130	Barbed Wirement NOT INCLUDED	0.00	L3	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ -	\$ -
33300		Asbestos Walk	1.00	EA	\$ 3,000.00	\$ 3,000.00	1.00	0.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -	\$ 3,000.00
02 CLEAR, GRUB & STRIP Subtotal														
						\$ 10,527.00			\$ 10,527.00	\$ -	\$ 10,527.00	100%	\$ -	\$ 10,527.00
03 BANTON SALTWORK - N/A														
33300	10140	Overlays	0.00	CV	\$ -	\$ -	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ -	\$ -
33300	10140	Site Description 1 Out To 70	87.00	ACR	\$ 1.96	\$ 170.84	87.00	0.00	\$ 170.84	\$ -	\$ 170.84	100%	\$ -	\$ 170.84
33300	10140	Perd Description 1 Out To 70	9.00	ACR	\$ 1.85	\$ 16.65	9.00	0.00	\$ 16.65	\$ -	\$ 16.65	100%	\$ -	\$ 16.65
33300	10170	Site Description 1	30.00	ACR	\$ 1.50	\$ 45.00	30.00	0.00	\$ 45.00	\$ -	\$ 45.00	100%	\$ -	\$ 45.00
33300	10190	Site Description 1	7.00	ACR	\$ 0.50	\$ 3.50	7.00	0.00	\$ 3.50	\$ -	\$ 3.50	100%	\$ -	\$ 3.50
33300	10190	Site Description 1	8.00	ACR	\$ 0.50	\$ 4.00	8.00	0.00	\$ 4.00	\$ -	\$ 4.00	100%	\$ -	\$ 4.00
33300	10190	Site Description 1	1.00	ACR	\$ 0.50	\$ 0.50	1.00	0.00	\$ 0.50	\$ -	\$ 0.50	100%	\$ -	\$ 0.50
33300	10200	Site Description 1	1.00	ACR	\$ 0.25	\$ 0.25	1.00	0.00	\$ 0.25	\$ -	\$ 0.25	100%	\$ -	\$ 0.25
33300	10220	Site Description 1	2.30	ACR	\$ 0.95	\$ 2.18	2.30	0.00	\$ 2.18	\$ -	\$ 2.18	100%	\$ -	\$ 2.18
33300	10220	Site Description 1	7.00	EA	\$ 190.00	\$ 1,330.00	7.00	0.00	\$ 1,330.00	\$ -	\$ 1,330.00	100%	\$ -	\$ 1,330.00
33300	10230	Site Description 1	8.00	ACR	\$ 0.82	\$ 6.56	8.00	0.00	\$ 6.56	\$ -	\$ 6.56	100%	\$ -	\$ 6.56
03 BANTONWORK Subtotal														
						\$ 187,944.45			\$ 187,944.45	\$ 14,778.48	\$ 202,722.93	87%	\$ 4,972.88	\$ 14,994.45
04 PAVING ON SITE - Concrete														
33300	10240	1" Gravel Subgrade 1 LB 40	8.00	CV	\$ 0.20	\$ 1.60	8.00	0.00	\$ 1.60	\$ -	\$ 1.60	100%	\$ -	\$ 1.60
33300	10250	4" Uncompacted 1 LB 40	8.00	EA	\$ 11.00	\$ 88.00	8.00	0.00	\$ 88.00	\$ -	\$ 88.00	100%	\$ -	\$ 88.00
33300	10270	1" Gravel 1 LB 40	8.00	CV	\$ 10.00	\$ 80.00	8.00	0.00	\$ 80.00	\$ -	\$ 80.00	100%	\$ -	\$ 80.00
33300	10280	Gravel & Spvs	1.00	EA	\$ 9,000.00	\$ 9,000.00	0.00	0.00	\$ -	\$ -	\$ 9,000.00	0%	\$ -	\$ 9,000.00

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Continuation Sheet
APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certificate, is attached.

21033
HAM Type

Application No: 027822
Application Date: 02/25/22
Period To: 31

A PROJECT CODE	B ITEM NO	C DESCRIPTION OF WORK	D QTY	E UNIT	F UNIT PRICE	G ESTIMATED VALUE (C*F)	H QTY INSTALLED PREVIOUS PERIOD	I QTY INSTALLED THIS PERIOD	J ACCUMULATED PREVIOUS PERIOD (\$)	K ACCUMULATED THIS PERIOD (\$)	L COMPLETED AND PAID TO DATE (%)	M REMAINING TO BE PAID (%)	N RETAINAGE	
														13 TOTAL (\$)
07 SANITARY SEWER														
33403	10310	6" PVC 10' 10'	1.00	EA	\$ 2,750.00	\$ 2,750.00		1.00	\$ 2,750.00	\$ 2,750.00	100%	0%	\$ 275.00	
33403	10360	6" SDR35 PVC Genex Sewer Man 10'-6"	765.00	LF	\$ 25.00	\$ 19,125.00	765.00		\$ 19,125.00	\$ 19,125.00	100%	0%	\$ 1,912.50	
33403	10370	6" SDR35 PVC Genex Sewer Man 10'-6"	330.00	LF	\$ 28.00	\$ 9,240.00	330.00		\$ 9,240.00	\$ 9,240.00	100%	0%	\$ 924.00	
33403	10380	6" SDR35 PVC Genex Sewer Man 10'-6"	604.00	LF	\$ 27.00	\$ 16,308.00	604.00		\$ 16,308.00	\$ 16,308.00	100%	0%	\$ 1,630.80	
33403	10390	6" SDR35 PVC Genex Sewer Man 10'-7"	703.00	LF	\$ 28.00	\$ 19,684.00	703.00		\$ 19,684.00	\$ 19,684.00	100%	0%	\$ 1,968.40	
33403	10390	6" SDR35 PVC Genex Sewer Man 10'-7"	68.00	LF	\$ 48.50	\$ 3,296.00	68.00		\$ 3,296.00	\$ 3,296.00	100%	0%	\$ 329.60	
33403	10400	6" Sewer Manhole 10'-6"	4.00	EA	\$ 3,650.00	\$ 14,600.00	4.00		\$ 14,600.00	\$ 14,600.00	100%	0%	\$ 1,460.00	
33403	10410	6" Sewer Manhole 10'-6"	2.00	EA	\$ 4,950.00	\$ 9,900.00	2.00		\$ 9,900.00	\$ 9,900.00	100%	0%	\$ 990.00	
33403	10420	6" Sewer Manhole 10'-10"	2.00	EA	\$ 5,950.00	\$ 11,900.00	2.00		\$ 11,900.00	\$ 11,900.00	100%	0%	\$ 1,190.00	
33403	10430	6" Sewer Manhole 10'-12"	2.00	EA	\$ 6,950.00	\$ 13,900.00	2.00		\$ 13,900.00	\$ 13,900.00	100%	0%	\$ 1,390.00	
33403	10440	6" Sewer Manhole 12'-14"	1.00	EA	\$ 8,350.00	\$ 8,350.00	1.00		\$ 8,350.00	\$ 8,350.00	100%	0%	\$ 835.00	
33403	10450	Single Service	8.00	EA	\$ 630.00	\$ 5,040.00	8.00		\$ 5,040.00	\$ 5,040.00	100%	0%	\$ 504.00	
33403	10460	Double Service	33.00	EA	\$ 830.00	\$ 27,390.00	33.00		\$ 27,390.00	\$ 27,390.00	100%	0%	\$ 2,739.00	
33403	10470	Sewer Manhole 10'-10"	1.00	EA	\$ 280,000.00	\$ 280,000.00	0.50	0.10	\$ 140,000.00	\$ 280,000.00	90%	10%	\$ 28,000.00	
33403	10480	Filtering & Baffles	1.00	EA	\$ 5,450.00	\$ 5,450.00	1.00		\$ 5,450.00	\$ 5,450.00	100%	0%	\$ 545.00	
33403	10490	6" PVC Vents	1.00	EA	\$ 1,110.00	\$ 1,110.00	1.00		\$ 1,110.00	\$ 1,110.00	100%	0%	\$ 111.00	
33403	10500	Genex Manhole 10'-6"	2,682.00	LF	\$ 1.25	\$ 3,352.50	2,682.00		\$ 3,352.50	\$ 3,352.50	100%	0%	\$ 335.25	
33403	10510	Genex Manhole 10'-6"	2,682.00	LF	\$ 3.10	\$ 8,344.20	1,503.00	1,182.00	\$ 4,559.70	\$ 8,344.20	100%	0%	\$ 834.42	
33403	10520	Genex Manhole 10'-6"	2,682.00	LF	\$ 0.82	\$ 2,199.24	1,520.00	1,182.00	\$ 931.00	\$ 2,199.24	100%	0%	\$ 219.92	
33403	10530	Pressure Test Force Man	1.00	LS	\$ 480.00	\$ 480.00	1.00		\$ 480.00	\$ 480.00	100%	0%	\$ 48.00	
08 OTHER SEWER														
33503	10470	18" RCP 10'-6"	118.00	LF	\$ 33.00	\$ 3,894.00	118.00		\$ 3,894.00	\$ 3,894.00	100%	0%	\$ 389.40	
33503	10480	18" RCP 10'-6"	693.00	LF	\$ 48.00	\$ 33,264.00	693.00		\$ 33,264.00	\$ 33,264.00	100%	0%	\$ 3,326.40	
33503	10490	18" RCP 10'-10"	393.00	LF	\$ 41.50	\$ 16,309.50	393.00		\$ 16,309.50	\$ 16,309.50	100%	0%	\$ 1,630.95	
33503	10500	24" RCP 10'-6"	282.00	LF	\$ 25.00	\$ 7,050.00	282.00		\$ 7,050.00	\$ 7,050.00	100%	0%	\$ 705.00	
33503	10510	24" RCP 10'-10"	495.00	LF	\$ 27.00	\$ 13,365.00	495.00		\$ 13,365.00	\$ 13,365.00	100%	0%	\$ 1,336.50	
33503	10520	36" RCP 12'-14"	61.00	LF	\$ 69.00	\$ 4,209.00	61.00		\$ 4,209.00	\$ 4,209.00	100%	0%	\$ 420.90	
33503	10530	36" RCP 12'-14"	67.00	LF	\$ 91.50	\$ 6,130.50	67.00		\$ 6,130.50	\$ 6,130.50	100%	0%	\$ 613.05	
33503	10540	24" RCP 8" RCP 10'-6"	105.00	LF	\$ 115.00	\$ 12,075.00	105.00		\$ 12,075.00	\$ 12,075.00	100%	0%	\$ 1,207.50	
33503	10550	18" RCP 10'-6"	1.00	EA	\$ 2,270.00	\$ 2,270.00	1.00		\$ 2,270.00	\$ 2,270.00	100%	0%	\$ 227.00	
TOTAL														
							\$ 332,870.50	\$ 53,004.34	\$ 287,877.72	\$ 287,877.72	79%	21%	\$ 28,787.72	

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Contractor Sheet		PERMITTER AND CERTIFICATE FOR PAYMENT		containing Contractor's signed Certifications, to be issued		21033		HMS Type		Application No:		Application Desc:		Project Tr:	
A	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
PROPOSED COST CODE	ITEM NO.	DESCRIPTION OF WORK	CITY	UNIT	UNIT PRICE	SCHEDULED VALUE	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (C7)	AMOUNT THIS PERIOD (C7)	COMPLETED AND ENTERED TO DATE (C6)	% (C7)	RESCHEDULE TO PERIOD (C4)	REMARKS	
32903	10960	Dwell	EA	\$	3,000.00	3,000.00	2.00	-	\$	3,000.00	-	100%	-	\$	600.00
32903	10970	P4-COP MEH	EA	\$	4,180.00	18,780.00	4.00	-	\$	18,780.00	-	100%	-	\$	1,670.00
32903	10960	P4-COP MEH	EA	\$	4,640.00	27,640.00	6.00	-	\$	27,640.00	-	100%	-	\$	2,784.00
32903	10990	P HEAVY	EA	\$	3,350.00	13,000.00	4.00	-	\$	13,000.00	-	100%	-	\$	1,300.00
32903	10990	P HEAVY	EA	\$	1,950.00	1,950.00	1.00	-	\$	1,950.00	-	100%	-	\$	195.00
32903	10990	P HEAVY	EA	\$	1,880.00	3,380.00	2.00	-	\$	3,380.00	-	100%	-	\$	338.00
32903	10990	P HEAVY	EA	\$	1,880.00	3,380.00	2.00	-	\$	3,380.00	-	100%	-	\$	338.00
32903	10990	P HEAVY	EA	\$	2,890.00	2,890.00	1.00	-	\$	2,890.00	-	100%	-	\$	289.00
32903	10710	Chim. Flue & TV	LS	\$	7,800.00	7,800.00	1.00	-	\$	7,800.00	-	100%	-	\$	780.00
ON STORM SEWER SYSTEM															
32903	10720	Man. Tap	EA	\$	4,280.00	4,280.00	1.00	-	\$	4,280.00	-	100%	-	\$	428.00
32903	10720	P PVC W/ACCESS	LF	\$	21.00	81,890.00	2,890.00	-	\$	81,890.00	-	100%	-	\$	6,195.00
32903	10770	Pipe Invert Assembly	EA	\$	5,800.00	28,000.00	5.00	-	\$	28,000.00	-	100%	-	\$	3,300.00
32903	10420	Excavation & Backfill	LS	\$	7,800.00	7,800.00	1.00	-	\$	7,800.00	-	100%	-	\$	780.00
32903	10430	P Gas Valve	EA	\$	2,000.00	12,000.00	6.00	-	\$	12,000.00	-	100%	-	\$	1,200.00
32903	10440	P Gas Valve	EA	\$	2,980.00	2,980.00	1.00	-	\$	2,980.00	-	100%	-	\$	298.00
32903	10450	C-Box OF Valve	EA	\$	7,280.00	7,280.00	1.00	-	\$	7,280.00	-	100%	-	\$	728.00
32903	10460	Boiler Service	EA	\$	800.00	4,000.00	5.00	-	\$	4,000.00	-	100%	-	\$	400.00
32903	10470	Boiler Service	EA	\$	1,780.00	6,440.00	36.00	-	\$	6,440.00	-	100%	-	\$	644.00
32903	10990	C Water Service To LH Street	EA	\$	1,870.00	1,870.00	1.00	-	\$	1,870.00	-	100%	-	\$	187.00
32903	10990	Temp. Pump	EA	\$	2,090.00	2,090.00	1.00	-	\$	2,090.00	-	100%	-	\$	209.00
32903	10910	Boiler Part	EA	\$	340.00	1,740.00	5.00	-	\$	1,740.00	-	100%	-	\$	174.00
32903	10020	Test And Cleanout	LS	\$	3,480.00	3,480.00	1.00	-	\$	3,480.00	-	100%	-	\$	348.00
ON WATER SYSTEM															
10 RECAL AND WATER - N/A															
32903	10940	Connect To Existing Gas Valve Or Shut-Off	EA	\$	-	-	-	-	\$	-	-	-	-	\$	-
32903	10950	C DN18 PVC BRASS MAN	LF	\$	-	-	-	-	\$	-	-	-	-	\$	-
32903	10990	C DN18 PVC BRASS MAN	LF	\$	-	-	-	-	\$	-	-	-	-	\$	-
32903	10970	C Gas Valve	EA	\$	-	-	-	-	\$	-	-	-	-	\$	-
32903	10990	C Gas Valve	EA	\$	-	-	-	-	\$	-	-	-	-	\$	-
32903	10990	Flitters And Restrictors (Brass Man)	EA	\$	-	-	-	-	\$	-	-	-	-	\$	-
32903	11000	C X Z Box-Off Assembly	EA	\$	-	-	-	-	\$	-	-	-	-	\$	-
32903	11010	As Release Valve NONE BROWN NOT INCLUDED	EA	\$	-	-	-	-	\$	-	-	-	-	\$	-
TOTAL PROJECT TOTALS															
TOTAL PROJECT TOTALS: \$ 294,184.00															

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Construction Sheet
PERFECTATION AND CERTIFICATE FOR PAYMENT
Contractor's signed Certificate is attached.

3/2022
Item Top

Application No: 072822
Application Date: 07/14/22
Filed To: ST

A	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Item Code	Item No.	Description of Work	Qty	UOM	UOM Price	Approved Value (C/F)	Qty Retained Period	Qty Not Retained Period	Amount Permitted (C/F)	Amount This Period (C/F)	Completed and Stored to Date (M)	% (M)	Retainage to Fresh (C-F)	Retainage (C-F)	
11 CONCRETE WORK															
32820	11020	7 CURB	215.00	LF	24.00	5,160.00						0%	5,160.00		
32820	11020	2 ALUMIN CURB	5,419.00	LF	13.00	70,447.00	5,419.00		70,447.00			100%		70,447.00	
32820	11070	UTILITY CURB	97.00	LF	57.00	5,529.00		97.00	5,529.00			100%		5,529.00	
32820	11080	4" EXPOSED CONCRETE ASPHALT & JAIL EQUIPMENT CURB	1,330.00	LF	24.00	31,920.00						0%	31,920.00		
32820	11100	WATERED BERM W/ DRAINAGE WEEDS	6.00	EA	1,190.00	7,080.00						0%	7,080.00		
32820	11110	1/4" GROUT DRAINAGE (1/4" UNREINFORCED)	77.00	SR	61.00	4,700.00						0%	4,700.00		
12 GRASSING															
32820	11120	SEED & MULCH LOTS	58,453.00	SY	0.30	17,535.90						0%	17,535.90		
32820	11130	SEED POND BOTTOM	2,100.00	SY	2.00	4,200.00						0%	4,200.00		
32820	11140	SEED OPEN TRENCH	1,316.00	SY	2.00	2,632.00						0%	2,632.00		
32820	11140	SEED ROW	8,000.00	SY	2.00	16,000.00						0%	16,000.00		
32820	11180	SEED RESTORATION GRASS & SHRUBS	2,528.00	SY	2.00	5,056.00						0%	5,056.00		
32820	11180	SEED POND BERM	4,070.00	SY	2.00	8,140.00						0%	8,140.00		
32820	11170	SEED TWO STRIP BERMED CURBS & SIDEWALKS	4,700.00	SY	2.00	9,400.00						0%	9,400.00		
13 CONCRETE SIDEWALK															
OFF-SITE															
32820	11190	GENERAL EXISTING ASPHALT	2,800.00	LF	2.00	5,600.00	2,800.00		5,600.00			100%		5,600.00	
32820	11190	DRAIN CONCRETE SHOULDER	100.00	LF	10.00	1,000.00	100.00		1,000.00			100%		1,000.00	
14 CLEAR CRIBS BACKFILL															
EARTHWORK OFF-SITE: R2A															
32820	11200	FRINGE ROY & BOUND CURB	2,816.00	SY	0.00	1,689.75						0%	1,689.75		
32820	11210	FRINGE TRENCH	2,200.00	SY	0.33	726.00						0%	726.00		
32820	11220	FRINGE DRAINAGE ALIAS DRAIN	130.00	SY	0.90	117.00						0%	117.00		
15 ENDURANT CRIBS BACKFILL															
PAVING OFF-SITE															
32820	11230	TRAFFIC CONCRETE	1.00	LS	10,700.00	10,700.00	0.00		10,700.00			100%		10,700.00	

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Continuation Sheet
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed Certificate, in electronic
format

21033
MM 194

Application No: 0725422
Application Date: 07/21/22
Period To: 21

A	B	C	D	E	F	G	H	I	J	K	L	M	N
PROJECT COST CODE	ITEM NO.	DESCRIPTION OF WORK	QTY	UOM	UOM Price	RECORDED VALUE (C75)	QTY PARTIAL PERIOD	QTY PARTIAL PERIOD	AMOUNT APPLIED (E75)	AMOUNT APPLIED PERIOD (E75)	COMPLETION DATE	% TO DATE	REMARKS TO FILE (F-2)
12A GRASSING OFF-SITE													
33305	11280	3rd Open Tired	2,294.00	SY	2.80	6,423.20						0%	6,423.20
33305	11280	3rd ROW	2,816.00	SY	2.80	7,884.80						0%	7,884.80
33305	11300	3rd Disturbed Area Grubs	120.00	SY	2.80	336.00						0%	336.00
Grossing Off-site Subtotal													
14 OCP FEE - N/A													
33400	90110	Retained American Homes OCP Fee	1.00	LS	21,250.00	21,250.00	0.00		12,750.00			60%	6,600.00
OCP FEE Subtotal													
ENGINEERING SERVICES - N/A													
33305	00120	Engineering Services	1.00	LS	27,697.50	27,697.50	1.00		27,697.50			100%	27,697.50
33305	00130	OCP Fee	1.00	LS	34,172.00	34,172.00	1.00		34,172.00			100%	34,172.00
OCP FEE Subtotal													
Overall CONTRACT TOTAL													
\$ 1,278,183.22													
CHANGE ORDERS													
33305	CO-01-01		1.00	US	101,814.11	101,814.11	0.00		01,214.49			80%	20,509.45
33305	CO-01-02	Clear Grub & Strip	1.00	LS	734.75	734.75	1.00		734.75			100%	734.75
33305	CO-01-03	Earthwork	1.00	LS	7,282.80	7,282.80	1.00		7,282.80			100%	7,282.80
OCP FEE Subtotal													
\$ 1,379,997.33													
Overall CONTRACT TOTAL													
\$ 1,379,997.33													

33305	CO-01-01		1.00	US	101,814.11	101,814.11	0.00		01,214.49			80%	20,509.45
33305	CO-01-02	Clear Grub & Strip	1.00	LS	734.75	734.75	1.00		734.75			100%	734.75
33305	CO-01-03	Earthwork	1.00	LS	7,282.80	7,282.80	1.00		7,282.80			100%	7,282.80
OCP FEE Subtotal													
\$ 1,379,997.33													
Overall CONTRACT TOTAL													
\$ 1,379,997.33													
33305	CO-01-04	Water System	1.00	LS	81,116.00	81,116.00	1.00		81,116.00			100%	81,116.00
33305	CO-01-05	Concrete Work	1.00	LS	78,051.50	78,051.50	0.00		40,041.20			80%	15,210.20
33305	CO-01-06	Other Price Increase	1.00	LS	82.50	82.50	1.00		82.50			100%	82.50
33305	CO-01-07	Earthwork	1.00	LS	101.90	101.90	0.00		61.82			100%	61.82
33305	CO-01-08	Material Price Increase Subtotal	1.00	LS	131,231.00	131,231.00	0.00		105,094.08			80%	20,509.41
OCP FEE Subtotal													
\$ 335,404.06													
Overall CONTRACT TOTAL													
\$ 2,015,401.39													

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Continuation Sheet
APPLICATION AND CERTIFICATE FOR PAYMENT
Containing Contractor's signed Certificate, is attached

51000
Nil Top

Application No: 0702022
Application Date: 07/28/22
Period To: 21

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ROWNO	ITEM NO.	QTY	UOM	Unit Price	ORDERED VALUE (CET)	QTY - MATERIAL PROVIDED	QTY - MATERIAL RETURNED	AMOUNT APPLIED (CET)	AMOUNT THIS PERIOD (CET)	COMPLETED AND STORED TO DATE (CET)	% (CET)	REWORKING TO PERIOD (CET)	RETURNS (CET)
3282	CO-01	1.00	LS	\$ 419.83	\$ 419.83	1.00		\$ 419.83	\$ -	\$ 419.83	100%	\$ -	\$ 41.98
3283	CO-02	1.00	LS	\$ 33,894.00	\$ 33,894.00	1.00		\$ 33,894.00	\$ -	\$ 33,894.00	100%	\$ -	\$ 3,389.40
3343	CO-03				\$ 34,913.83			\$ 34,913.83	\$ -	\$ 34,913.83	99%	\$ -	\$ 3,491.38
3395	CO-04	1.00	LS	\$ 119.89	\$ 119.89			\$ -	\$ -	\$ -	0%	\$ 119.89	\$ -
3396	CO-05	1.00	LS	\$ 9,591.00	\$ 9,591.00			\$ -	\$ -	\$ -	0%	\$ 9,591.00	\$ -
3397	CO-06	1.00	LS	\$ 9,718.87	\$ 9,718.87			\$ -	\$ -	\$ -	0%	\$ 9,718.87	\$ -
	TOTAL OF ALL CHANGES ORDERED				\$ 2,118,272.04			\$ 2,118,272.04	\$ 178,265.96	\$ 1,702,225.19	80%	\$ 418,448.86	\$ 170,225.19
	GRAND TOTAL				\$ 2,118,272.04			\$ 2,118,272.04	\$ 178,265.96	\$ 1,702,225.19	80%	\$ 418,448.86	\$ 170,225.19

Signed + Corrected.

**TOWN OF DUNDEE, FLORIDA
RESIDENTIAL MAINTENANCE BOND**

MAR 12 2024

Seasons @ Hilltop.

Bond No. SUR0073680-M

KNOWN ALL MEN BY THESE PRESENTS, that we, Richmond American Homes of Florida, LP, as **Principal**, and Argonaut Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Florida and duly licensed to conduct surety business in the State of Florida, as **Surety**, are held and firmly bound unto The Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida, as **Obligee**, in the sum of One Hundred Seventy Two Thousand Nine Hundred Forty Dollars and 58/100ths (\$172,940.58), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Town of Dundee Land Development Code and Town of Dundee Code of Ordinances (collectively hereinafter referred to as the "Code") are by reference incorporated into and made part of this Town of Dundee, Florida, Residential Maintenance Bond (hereinafter the "Bond"); and

WHEREAS, the Principal has constructed the required improvements and publicly dedicated infrastructure and utility infrastructure described in the Engineer's Cost Estimate, attached hereto as **Exhibit "A"** and incorporated into and made part of this Bond (collectively hereinafter referred to as the "Improvements"), in the Seasons at Hilltop platted subdivision (hereinafter the "Subdivision"), in accordance with the drawings, plans, specifications, recorded plat for the Subdivision, and other data and information (collectively hereinafter referred to as the "Plans") filed with the Town of Dundee, Florida, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, as a condition of acceptance of the Improvements, the Principal agrees to provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year and thirty (30) days following the date of the Obligee's acceptance of the Improvements in the approved platted subdivision known as Seasons at Hilltop against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

2. If the Principal shall correct within the above described warranty period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the Code; and

Then this Bond shall be void, otherwise to remain in full force and effect.

3. **Applicable Law, Jurisdiction and Venue.** This Residential Maintenance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida.
4. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

**Argo Surety Claims c/o Argo Group
225 West Washington Street, 24th Floor
Chicago, IL 60606
With a courstesy email to Surety.Claims@ArgoSurety.com**

The Principal at:

Richmond American Homes of Florida, LP
2822 Commerce Park Drive, #100
Orlando, FL 32819

The Obligee at:

Town of Dundee
202 E. Main Street
Dundee, FL 33838

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 20th day of February, 2024.

[Signature]
Witness

Erin M. Delany
Printed Name

[Signature]
Witness

Jamie Owens
Printed Name

[Signature]
Witness

Terrence P. Freund
Printed Name

[Signature]
Witness

Lauren Ryan
Printed Name

PRINCIPAL:

Richmond American Homes of Florida, LP
Name of Corporation

By: [Signature]

Kelli Tolocka
Printed Name
Title: VP of Land Acquist
(SEAL)

SURETY:

Argonaut Insurance Company
Name of Corporation

By: [Signature]

Printed Name Kathleen K. Freund
Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Bond Number SUR0073680-M

Item 2.

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Kathleen K. Freund

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021,

Argonaut Insurance Company



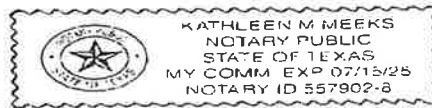
by: 

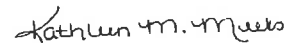
Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.





(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of February, 2024





Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

EXHIBIT "C" Final Plat- Page 1 of 1

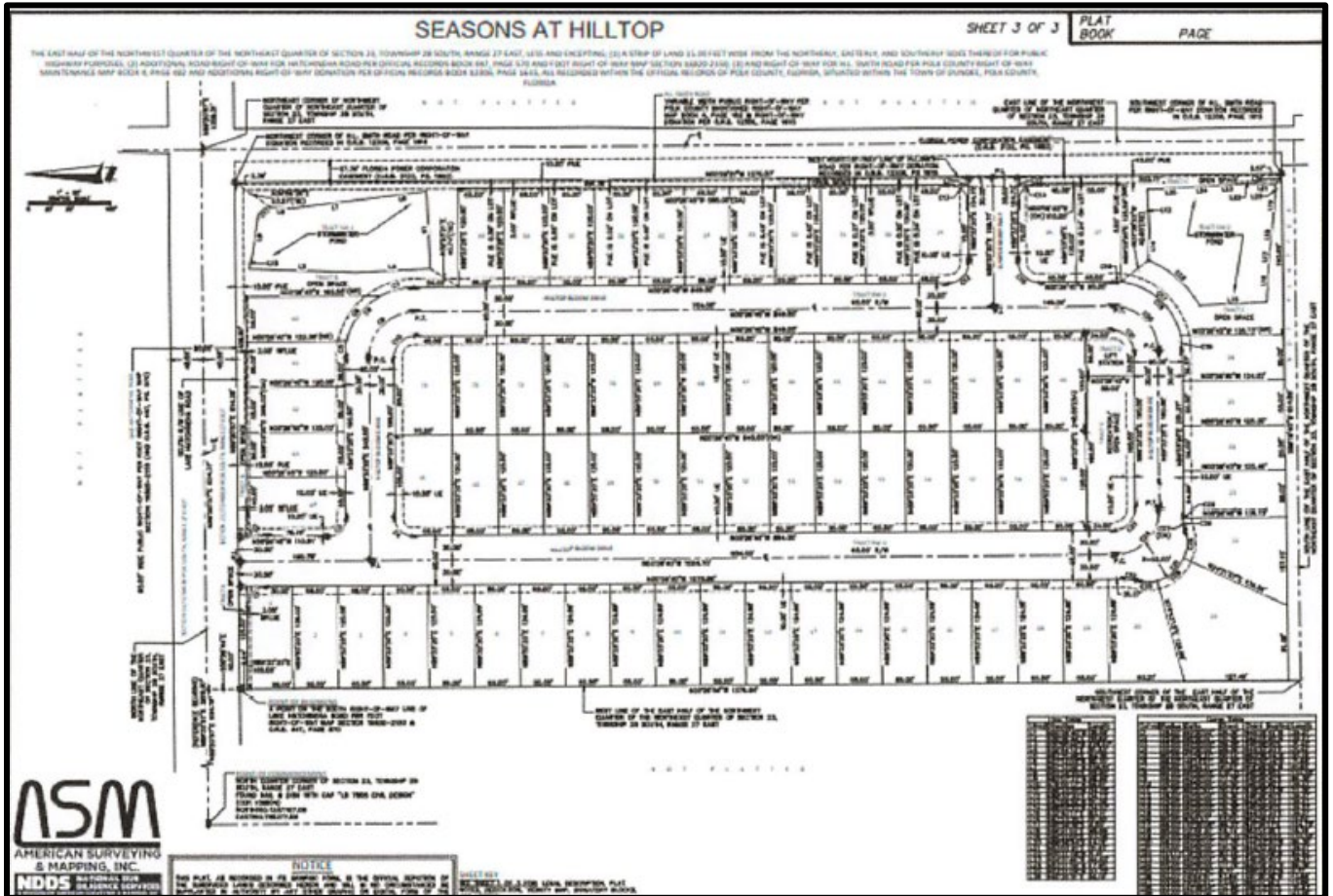


EXHIBIT "D"
Certificate



September 26, 2022

Lorraine Peterson, Development Director
Town of Dundee
124 Dundee Road
Dundee, FL 33838

Subject: Engineer's Certificate of Completion
Project Name: Hilltop Subdivision

Dear Lorraine,

The purpose of this letter is to certify that periodic inspections have been made during the construction of this project. The work appears to have been substantially performed in accordance with approved plans and specifications. The improvements are complete, functional and ready for operation.

We trust this letter will be sufficient for processing the Town's project certification and approval.

Please contact me if you have any questions or require additional information.

Sincerely,

Bryan A. Hunter, P.E.
Florida Registration #53168
President
Hunter Engineering, Inc.

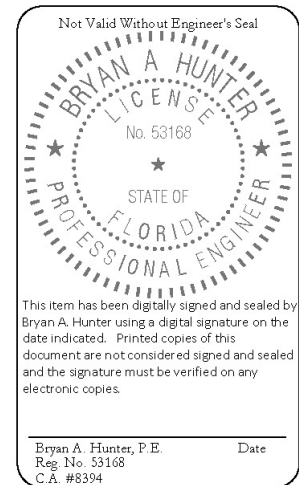


EXHIBIT "E"
Maintenance Bond

Signed + Corrected.

TOWN OF DUNDEE, FLORIDA
RESIDENTIAL MAINTENANCE BOND

MAR 12 2024

Seasons @ Hilltop.

Bond No. SUR0073680-M

KNOWN ALL MEN BY THESE PRESENTS, that we, Richmond American Homes of Florida, LP, as **Principal**, and Argonaut Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Florida and duly licensed to conduct surety business in the State of Florida, as **Surety**, are held and firmly bound unto The Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida, as **Obligee**, in the sum of One Hundred Seventy Two Thousand Nine Hundred Forty Dollars and 58/100ths (\$172,940.58), for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Town of Dundee Land Development Code and Town of Dundee Code of Ordinances (collectively hereinafter referred to as the "Code") are by reference incorporated into and made part of this Town of Dundee, Florida, Residential Maintenance Bond (hereinafter the "Bond"); and

WHEREAS, the Principal has constructed the required improvements and publicly dedicated infrastructure and utility infrastructure described in the Engineer's Cost Estimate, attached hereto as **Exhibit "A"** and incorporated into and made part of this Bond (collectively hereinafter referred to as the "Improvements"), in the Seasons at Hilltop platted subdivision (hereinafter the "Subdivision"), in accordance with the drawings, plans, specifications, recorded plat for the Subdivision, and other data and information (collectively hereinafter referred to as the "Plans") filed with the Town of Dundee, Florida, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, as a condition of acceptance of the Improvements, the Principal agrees to provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of One (1) year and thirty (30) days following the date of the Obligee's acceptance of the Improvements in the approved platted subdivision known as Seasons at Hilltop against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

2. If the Principal shall correct within the above described warranty period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the Code; and

Then this Bond shall be void, otherwise to remain in full force and effect.

3. **Applicable Law, Jurisdiction and Venue.** This Residential Maintenance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida.
4. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Argo Surety Claims c/o Argo Group
225 West Washington Street, 24th Floor
Chicago, IL 60606
With a courtesy email to Surety.Claims@ArgoSurety.com

The Principal at:

Richmond American Homes of Florida, LP
 2822 Commerce Park Drive, #100
 Orlando, FL 32819

The Obligee at:

Town of Dundee
 202 E. Main Street
 Dundee, FL 33838

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 20th day of February, 2024.

[Signature]

Witness

Erin M. Delany

Printed Name

[Signature]

Witness

Jamie Owens

Printed Name

[Signature]

Witness

Terrence P. Freund

Printed Name

[Signature]

Witness

Lauren Ryan

Printed Name

PRINCIPAL:

Richmond American Homes of Florida, LP
Name of Corporation

By: [Signature]

Kelli Tolocka

Printed Name
Title: VP of Land Acquist
(SEAL)

SURETY:

Argonaut Insurance Company
Name of Corporation

By: [Signature]

Printed Name Kathleen K. Freund
Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Bond Number SUR0073680-M

Item 2.

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Kathleen K. Freund

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021,



by: [Signature]
Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



[Signature]
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of February, 2024.



[Signature]
Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.



TOWN COMMISSION MEETING

March 26, 2024 at 6:30 PM

- AGENDA ITEM TITLE:** DISCUSSION & ACTION, LAUNCH EAST POLK INCUBATOR/ACCELERATOR
- SUBJECT:** Lease Agreement & Membership
- STAFF ANALYSIS:** At our November 14, 2023, Town Commission meeting, Bruce Lyons from WHEDC gave a presentation about our 2023 activities within the Town. During that time – The commission asked of extra actions we can take to help stimulate the Economic Growth with businesses within our community, which would not require the town hiring an Economic Specialist directly. Mr. Lyons mentioned an opportunity to bring in an incubator/accelerator program that would help our local businesses in Dundee as well as others in the surrounding areas. He indicated that we would be able to move forward once funding is approved by Polk County and Aerospace, as they would be partners in this program. We also discussed the Town providing Main Street Center as the HUB for this program. The County approved the \$50,000.00 investment for the property improvement. WHEDC will also provide staffing for this program, which will be funded through membership.
- FISCAL IMPACT:** \$20,000.00 Annual Membership
- STAFF RECOMMENDATION:** Staff recommends approval of membership and authorization for Town Manager to work with legal on lease or occupancy agreement for the Main Street Building.
- ATTACHMENTS:** Launch East Polk County PowerPoint Presentation

LAUNCH

EAST POLK

Cultivating Collaboration for
Business Growth!



LAUNCH East Polk is a program designed to support entrepreneurs and to nurture small businesses throughout East Polk County. LAUNCH is providing specialty instruction, resources, local connections, referrals, and hopes to offer incubator/coworking space soon.

OUR PARTNERS:



Since late 2022:

- **Supporting Thirty-Six (36)** small businesses and entrepreneurs from Haines City, Dundee and Winter Haven on start-up, licensing, bookkeeping and marketing
- Participated and Presented at Fifteen (15) Networking and Business Development events
- Participated and Presented in Twenty-Eight (28) BNI Business Referral Meetings to help build awareness of Launch East Polk
- Organized/Conducted Ten (10) Facilitated business workshops on various small business topics



Opportunity:

Collaborate with Town Officials to explore the opportunity to re-purpose the former Chamber of Commerce building into an incubator space for small and start-up businesses in East Polk County





Incubator would include:

- Flex-office space for members
- Several private offices for lease
- Scheduled workshops and activities
- Meeting/Conference room
- Office equipment for tenant and member use
- WiFi
- Coffee and snacks in breakroom

LAUNCH
EAST POLK





Propose to use ARP funds for approximately \$40,000 in needed renovations and \$10,000 in furniture and equipment

Electrical, Interior finishes, Restrooms, Kitchen, Office Equipment





Request authorization to work with the Town Manager to further explore the opportunity and refine any outstanding details

LAUNCH
EAST POLK





TOWN COMMISSION MEETING

March 26, 2024 at 6:30 PM

AGENDA ITEM TITLE: DISCUSSION, LEGISLATIVE WRAP UP

SUBJECT: 2024 Florida Legislative Wrap Up

STAFF ANALYSIS: The Town’s consulting attorney, Mr. Seth Claytor will brief the Town Commission on the 2024 Florida Legislative Wrap Up.

FISCAL IMPACT: No Fiscal Impact.

STAFF RECOMMENDATION: Staff recommends approval

ATTACHMENTS: None



TOWN COMMISSION MEETING

March 26, 2024 at 6:30 PM

-
- AGENDA ITEM TITLE:** DISCUSSION & ACTION, RFP 24-04 COMMUNITY CENTER RENOVATIONS
- SUBJECT:** Town Commission will consider bids received for RFP 24-04
- STAFF ANALYSIS:** Town Staff received two bids for RFP 24-04 from JCR Construction Services and SEMCO Construction
- FISCAL IMPACT:** TBD
- STAFF RECOMMENDATION:** At the will of the Commission
- ATTACHMENTS:** SEMCO Bid Packet
JCR Construction Bid Packet



BID FORM

FY 2023-2024 RFP 24-04 RENOVATIONS TO DUNDEE COMMUNITY CENTER

RETURN DATE: March 20, 2024 by 4 PM
RETURN TO: Office of the Town Clerk
Attn: RFP 24-04
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

Table with 5 columns: ITEM, QTY, UNIT, UNIT COST (\$), TOTAL COST (\$). Row 1 contains handwritten text '1. See attached'. Row 5 contains 'TOTAL (\$)' and '95285.90'.

Bid Alternate

Table with 5 columns: ITEM, QTY, UNIT, UNIT COST (\$), TOTAL COST (\$). Rows 1 and 2 are empty.

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: JCR Construction & Services LLC
Company Address: 3804 Block Pine Rd
Company City: Lakeland State: FL Zip: 33810
Company Phone Number: (863) 660-4704 Fax Number:
Authorized Representative: Tammy Raulerson McCue
Signature: [Handwritten Signature] Date: 03-10-24
Print Name: Jacold Payan Phone Number: (863) 660-4704
Title: owner/President

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

JCR Construction & Services LLC.

3804 Block Prine Rd

FL 33810

jcrconstructionservices@gmail.com

Item 5.



ADDRESS

Town Of Dundee Community
Center
603 Lake Marie Drive, Dundee,
Fl,

ESTIMATE # 4149

DATE 01/10/2024

ACTIVITY	QUANTITY	RATE	AMOUNT
Service WOMEN BATHROOM.	1	0.00	0.00
Service Remove 348 Lf of tile in the bathroom walls.	348	3.00	1,044.00
Service Remove an dispose the existing partitions, toilets, Countertops and sinks. Remove existing mirrors and toilet paper dispenser as well as sanitary napkins dispensers.Remove existing Fluorescent lights in preparation to install LED Lights.	1	652.00	652.00
Service Remove existing quarry tile in the floor and thin set in preparation to install VCT floor.	142	4.00	568.00
Service Install new light switch and exhaust fan in the bathroom at least 150 CFM.	1	620.00	620.00
Service Install Purple board in the walls, Compound and texture it and paint the entire bathroom.	1	3,000.00	3,000.00
Service Self-level the floor in Preparation install nw 12x24 ceramic tile in the floor. We calculate we may need 5 bags per bathroom.	5	100.00	500.00
Service Install 12x24 ceramic tile in the floor over concrete. INCLUDING THE BACK WALL IN THE BATHROOM.	142	10.00	1,420.00
Service Installation of new granite level#1 (same cost as formica countertops) handicap countertop with two sinks and touch-less faucets.	1	2,500.00	2,500.00
Service	2	650.00	1,300.00

ACTIVITY

QUANTITY

RATE

All Item 5.

Conversion of the fluorescent lights into LED lights

Service installation of new 3 toilets, 3 new flush valves and sensors.	3	589.00	1,767.00
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Service Install new 6" Black VCT cove base.	65	5.00	325.00
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Service Remove existing front door, remove the metal plates, door knob and self close door arm. Sand down and urethane the door to match the rest of the doors in the building. NOTE: THIS PRICE INCLUDES THE ARM AND THE NEW DOOR KNOB.	1	520.00	520.00
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Material & service New powder coating black matte partition . materials and installation.	1	2,200.00	2,200.00
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Material & service:Materials miscellaneous Materials and labor	1	2,890.00	2,890.00
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Subtotal: 19,306.00

Service MEN BATHROOM.	1	0.00	0.00
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Service MEN BATHROOM. PRICE FOR THE MEN BATHROOM IS A BIT CHEAPER BECAUSE ALTHOUGH WE ARE DOING THE SAME JOB WE ONLY HAVE 2 TOILETS AND PARTITIONS ARE SMALLER.	1	19,520.00	19,520.00
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Subtotal: 19,520.00

Service LOBBY AREA	1	0.00	0.00
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Service Remove and dispose existing tile and Thin set in preparation to install VCT floor	819	4.00	3,276.00
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Service Self-level the floor in Preparation install new VCT floor. We calculate we may need 15 bags per this area	15	100.00	1,500.00
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Material & service Install VCT floor over concrete.	819	5.50	4,504.50
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Material NOTE: IF CUSTOMER CHOOSES GLUE DOWN LUXURY VINYL PLANKING TH EPRICE WILL INCREASED 1700 DOLLARS T60 VOCER THE EXTRA COST OF THE MATERIALS	1	0.00	0.00
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Material & service Install new 6" Black VCT cove base.	148	5.00	740.00
--	-----	------	--------

Subtotal: 10,020.50

Service CAFETERIA FLOOR & STAGE AND CLOSETS	1	0.00	0.00
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Service Remove and dispose the existing VCT tile. NOTE: UNFORTUNATELY IS NOT ADVISABLE TO INSTALL VCT FLOOR ON TOP OF THE OTHER ONE. THIS	3,397	2.00	6,794.00
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ACTIVITY	QUANTITY	RATE	AMOUNT
CREATES A SLIPPING EFFECT AND THE FLOOR WILL BE LOOSE IN 3 MONTHS TIMES. NOTE: Please be aware that installing VCT and Premium VCT over existing flooring may reduce its excellent indentation resistance.			
Service Install LVP floor over concrete.	3,397	5.50	18,683.50
Material NOTE: IF CUSTOMER CHOOSES GLUE DOWN LUXURY VINYL PLANKING TH EPRICE WILL INCREASED 1700 DOLLARS T6O VOCER THE EXTRA COST OF THE MATERIALS	1	0.00	0.00
Service Install new 6" Black VCT cove base.	452	5.00	2,260.00
			Subtotal: 27,737.50
Service KITCHEN	1	0.00	0.00
Service CITY TO REMOVE REINSTALL AND CONNECT THE APPLIANCES FOR US TO WORK.	1	0.00	0.00
Service Remove and dispose the quarry tile and thinnest.	396	3.00	1,188.00
Service Install tile over concrete 12x24 is suggest for this area non slippery and price range of 3.50--5.50 dollars. NOTE: THIS PRICE INCLUDES MATERIALS AND LABOR. TILE IN THAT PRICE RANGE	396	10.00	3,960.00
Service Install tile base boards to prevent water intrusion on the walls.	115	8.00	920.00
			Subtotal: 6,068.00
Overhead 15% of overhead	1	12,633.90	12,633.90
I think you should also considering cover the 32 fluorescent lights into this scope of work at least on the main hall. I counted at least 5 out completely and 6 flickering. the cost since they are so high up there will be 250per lights you have 37			
TOTAL			\$95,285.90

Accepted By

Accepted Date

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
JCR Construction and Services LLC
4822 Joyce Dr,
Lakeland, FL 33805

as Principal, hereinafter called the Principal, and
The Ohio Casualty Insurance Company
9721 Executive Center Drive, Suite 105
St. Petersburg, FL 33702


a corporation duly organized under the laws of the State of **NH**
as Surety, hereinafter called the Surety, are held and firmly bound unto
The Town of Dundee, Florida
202 East Main Street, PO Box 1000
Dundee, FL 33838


as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid in U.S. Dollars (\$5%)** for
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS the Principal has submitted a bid for
Renovations to Dundee Community Center; Bid No. 24-04
Renovation to Community Center Restrooms & All Flooring - 603 Lake Marie Blvd., Dundee, FL 33838

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of
such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the
event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay
to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered
by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed and sealed March 13, 2024


(Witness)

JCR Construction and Services LLC


The Ohio Casualty Insurance Company

David B. Shick, Attorney-In-Fact and
Licensed FL Resident Agent #A241176




(Witness)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 5.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shick

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of March, 2024.



By: Renee C. Llewellyn, Assistant Secretary



For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CLIENT REFERENCES

CITY OF LAKE LAND
LAKE LAND LINDER INTERNATIONAL AIRPORT
3900 DON EMERSON DR SUITE 210
LAKE LAND, FL 33813
03/2023 INTERIOR OFFICE REPAIRS 3240 FLIGHTLINE DR
BID # 3060
LINDA ALSBAUGH 863-834-6780
purch@lakeland.gov

TOWN OF DUNDEE
202 MAIN STREET
DUNDEE, FL 33838
04/2023 RENOVATION OF DUNDEE FIRE STATION
BID # RFP23-01
TREVOR DOUTHAT 863-438-8330
tdouthat@townofdundee.com

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
330 WEST CHURCH ST
BARTOW, FL 33830
01/24 RENOVATION PHASE II RESTROOMS COURTHOUSE (in progress)
tabathashirah@polk-county.net

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS (in progress)
205 HANCHEY RD
WAUCHULA, FL
11/23 NEW BUILD AGRICULTURE EDUCATION CENTER
Carmen.soles@hardeecounty.net

CITY OF LAKE ALFRED
155 E POMELO
LAKE ALFRED, FL 33868
08/2023 MACKAY GARDENS & LAKESIDE PRESERVE BRICK PAVER PROJECT
JOHN DEATON 863-291-5270
jdeaton@mylakealfred.com

JCR Construction & Services LLC provides a diverse range of construction projects that have been successfully completed for various local and county governments. Our portfolio includes renovations, redesigns, and new constructions for different municipalities, showcasing the versatility and expertise of this company.

The projects, such as the renovation of offices at the Lakeland International Airport, garage bay door redesign for the Town of Dundee, paver project at the Historic MacKay Gardens in Lake Alfred, and the installation of a patio area at the Lake Alfred City Hall, demonstrate a commitment to enhancing both public spaces and essential facilities.

The ongoing projects, include construction of a Veterans Memorial in the Town of Dundee and restroom renovation for the City of Lake Wales, highlight the continued trust and collaboration between JCR Construction & Services LLC and its government clients.

Our company's involvement in the construction of an Agriculture Education Center for Hardee County and the restroom renovation at the Polk County Courthouse further underscores our commitment to contributing to the community's development and improvement of public infrastructure.

With our successful track record, it's clear that our dedication to quality and excellence has positioned JCR Construction & Services LLC as a reliable partner for local and county government projects.

In addition to our commercial projects, we have several residential projects in progress that include construction of a new single family home and renovations to existing homes throughout Polk, Hillsborough, and Pinellas Counties.

The approximate timeline for completion of RFP24-04 Dundee Community Center Renovation will be 9 weeks.



CERTIFICATE OF LIABILITY INSURANCE

Item 5.
 DATE: 06/05/2023

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 have ADDITIONAL INSURED provisions or 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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 E-MAIL ADDRESS: support@nextinsurance.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE
INSURER A: State National Insurance Company, Inc.	NAIC # 12831
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 996080083 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	NXT3J3FXLR-00-GL	05/27/2023	05/27/2024	EACH OCCURRENCE	\$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$100,000.00	
						MED EXP (Any one person)	\$15,000.00
						PERSONAL & ADV INJURY	\$1,000,000.00
						GENERAL AGGREGATE	\$2,000,000.00
						PRODUCTS - COMP/OP AGG	\$2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Errors and Omissions	X	NXT3J3FXLR-00-GL	05/27/2023	05/27/2024	Each Occurrence:	\$25,000.00
						Aggregate:	\$50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Town of Dundee. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER Town of Dundee 202 E Main St Dundee, FL 33838	LIVE CERTIFICATE  Click or scan to view	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 
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CERTIFICATE OF LIABILITY INSURANCE

Item 5.

DATE (MM/DD/YYYY)
6/5/2023

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 have ADDITIONAL INSURED provisions or 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 SUNZ Insurance Solutions, LLC. ID:(Alliance HR) c/o Alliance HR, LLC 169 Tequesta Drive, Ste 21E Tequesta, FL 33469	CONTACT NAME: Arthur Scott
	PHONE (A/C, No, Ext): 561-972-4449 FAX (A/C, No):
E-MAIL ADDRESS: certs@alliancehrllc.com	INSURER(S) AFFORDING COVERAGE
INSURER A: United Wisconsin Insurance Company	NAIC # 29157
INSURED Alliance HR, LLC 169 Tequesta Drive, Ste 21E Tequesta FL 33469	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 74724327** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC524-00001-023-SZ WC524-00001-022-SZ	6/30/2023 6/30/2022	6/30/2024 6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage provided for all leased employees but not subcontractors of: JCR Construction & Services LLC Client Effective: 9/3/2018

CERTIFICATE HOLDER Town of Dundee 202 East Main Street Dundee FL 33838	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  Rick Leonard
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2023

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 have ADDITIONAL INSURED provisions or 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 Barfield Insurance and Financial Services Inc 141 5th St NW Ste 302 Winter Haven, FL 33881	CONTACT NAME: James W Barfield III PHONE (A/C, No, Ext): (863)845-2878 FAX (A/C, No): E-MAIL ADDRESS: jwb3@insurewithbarfield.com												
INSURER(S) AFFORDING COVERAGE													
INSURED JCR Construction & Services LLC 1508 Stacy Dr Lakeland, FL 33801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Progressive Express Insurance Company</td> <td style="width: 20%;">NAIC #</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER A: Progressive Express Insurance Company	NAIC #	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Progressive Express Insurance Company	NAIC #												
INSURER B:													
INSURER C:													
INSURER D:													
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01132238	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Polk County A Political Subdivision of the State of Florida 330 West Church Street Bartow, FL 33830	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 <i>James W Barfield III</i>
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POLK COUNTY LOCAL BUSINESS TAX RECEIPT

CLASS: B+

EXPIRES: 09/30/2024

ACCOUNT NO. 175316

LOCATION

**1508 STACY DR
LAKELAND**

OWNER NAME

JAROLD PAYAN

CODE

**230080 CONTRACTOR BUILDING
230080 CONTRACTOR BUILDING**

BUSINESS NAME AND MAILING ADDRESS

**JCR CONSTRUCTION & SERVICES LLC
JCR CONSTRUCTION & SERVICES "LLC"
1508 STACY DR
LAKELAND, FL 338012759**

ACTIVITY TYPE
CONTRACTOR BUILDING
CONTRACTOR BUILDING
PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR CBC1265799

**THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION**

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

LSC 57.75

JCR CONSTRUCTION & SERVICES LLC

PAID - 1679768 08/02/2023 LCH

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
JCR CONSTRUCTION & SERVICES LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3804 BLOCK PRINE RD

6 City, state, and ZIP code
LAKELAND FL 33810

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

OR

Employer identification number									
4	6	-	4	8	4	3	0	0	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► _____ Date ► _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



PAYAN, JAROLD

JCR CONSTRUCTION & SERVICES LLC

1508 STACY DR

LAKELAND FL 33801

LICENSE NUMBER: CBC1265799

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Company ID Number: 2151601

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and JCR CONSTRUCTION SERVICES LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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- 4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 - 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 - 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
- 7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 - 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 2151601



Item 5.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 2151601

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 2151601



B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Item 5.

Company ID Number: 2151601

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Item 5.

Company ID Number: 2151601

Approved by:

Employer JCR CONSTRUCTION SERVICES LLC	
Name (Please Type or Print) JAROLD-PAYAN	Title
Signature Electronically Signed	Date 05/17/2023
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/20/2023



Company ID Number: 2151601

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	JCR CONSTRUCTION SERVICES LLC
Company Facility Address	3804 BLOCK PRINE ROAD LAKELAND, FL 33810
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	464843003
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 2151601



Item 5.

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Company ID Number: 2151601

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name JAROLD PAYAN
Phone Number 8636604704
Fax
Email icrconstructionservices@gmail.com

Name Tammy L McCue
Phone Number 8635955533
Fax
Email tammvmccue@gmail.com



Company ID Number: 2151601



This list represents the first 20 Program Administrators listed for this company.

EXHIBIT - A

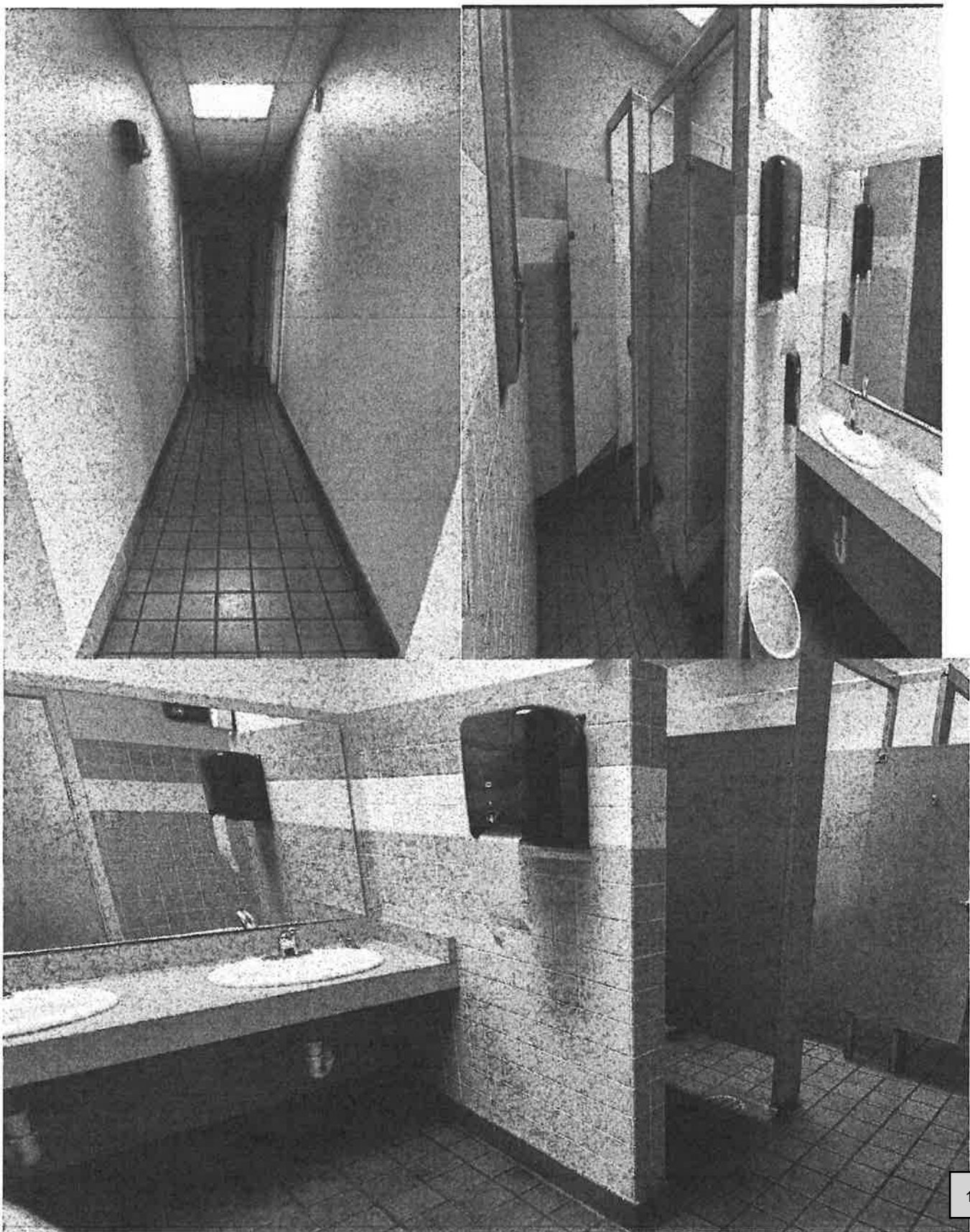


EXHIBIT - B

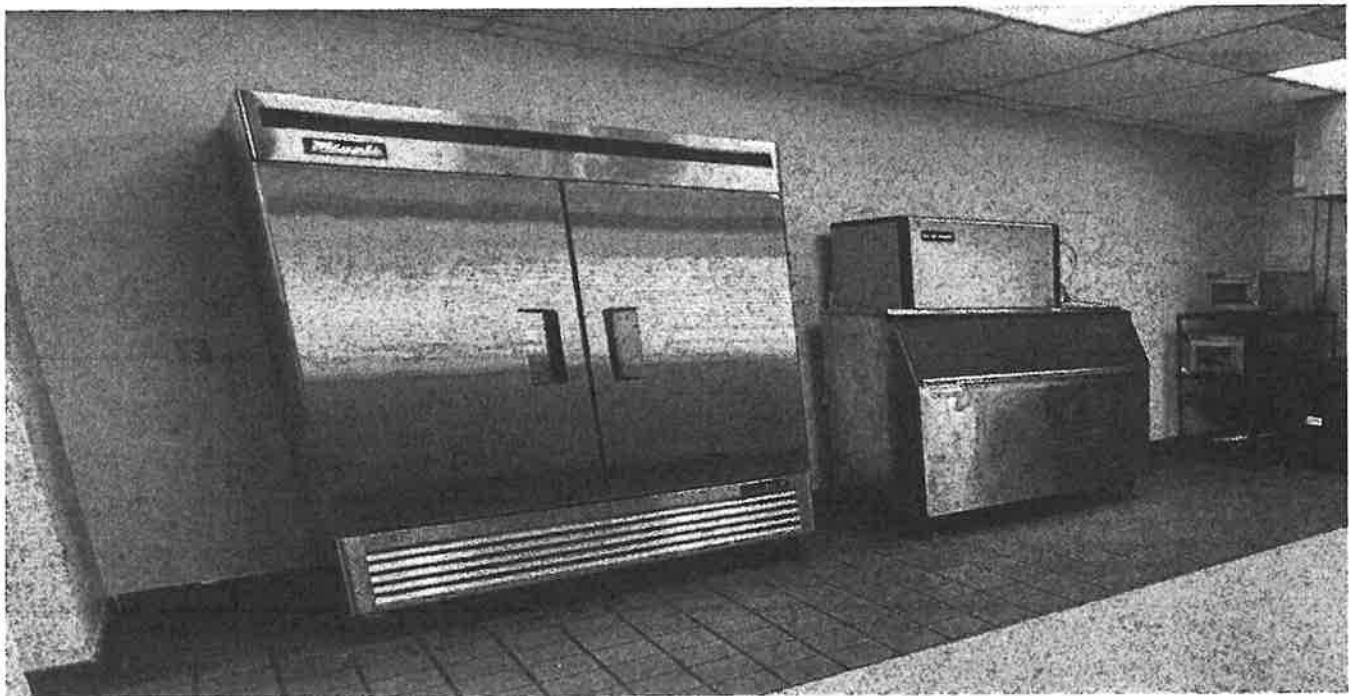
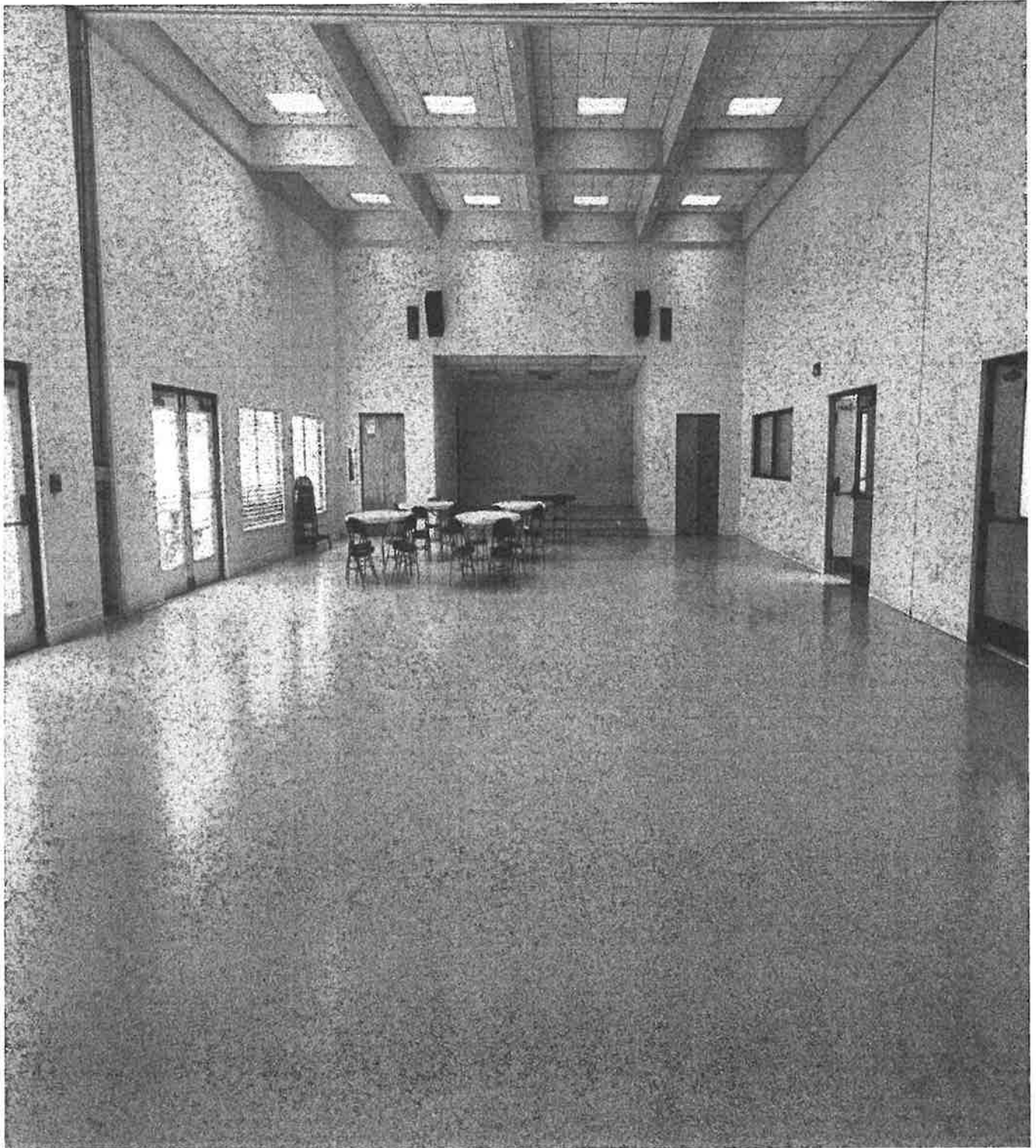


EXHIBIT - C



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name JCR Construction & Services LLC

Signature [Handwritten Signature]

Date: 03-10-24

Printed Name Harold Payson

Title owner / President

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 DAY OF March, 20 24

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: Tammy Raulerson McCue

PRINT: Tammy Raulerson McCue



Tammy Raulerson McCue
Notary Public
State of Florida
Comm# HH434617
Expires 8/16/2027

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I, Harold Payan ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is President/owner (insert job title) of CR Construction & Services LLC (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 DAY OF March, 2021

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: Tammy Raulerson McCue

PRINT: Tammy Raulerson McCue



Tammy Raulerson McCue
Notary Public
State of Florida
Comm# HH434617
Expires 8/16/2027

CERTIFICATION OF DRUG-FREE WORKPLACE

I, Isaac Arnold Payne ("Undersigned"), certify that:

- (1) Undersigned is President/owner (insert job title) and duly authorized to act on behalf of the Contractor JCR Construction Services LLC that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the-workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, JCR Construction & Services LLC, acknowledges, understands, and complies fully with the above requirements. Jarold Payan

DATE: 03-10-24 NAME OF ENTITY: JCR Construction & Services LLC

PHONE/FAX: (863) 660-4704

ADDRESS: 3504 Block Pine Rd
Lakeland, FL 33810

SIGNATURE: 

PRINT NAME: Jarold Payan

SALES TAX SAVINGS FORM

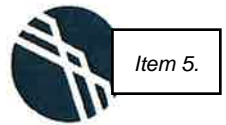
CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.

ORIGINAL



SEMCO
CONSTRUCTION, INC.

March 20, 2024

Trevor Douthat
Town Clerk
Town of Dundee, FL
202 East Main Street
Dundee, FL 33838

RE: RFP #24-04 Renovations to Dundee Community Center

SEMCO Construction, Inc. is pleased to submit our qualifications and experience for the above RFP to the Town of Dundee.

We have reviewed the scope of services and firmly believe that **SEMCO Construction, Inc. is the most qualified firm** to provide services for this project. As you review our proposal, you will find that our past experience with government contracts, our history of successful projects, and our ability to meet accelerated project schedules will prove our Project Team to be the best value for this contract.

SEMCO has been a family-owned company and a State Certified General Contractor since our incorporation in 1975. Through diversification involving key areas of Commercial, Public, Industrial (phosphate, citrus, and co-generation plants), Historic Restoration, Design/Build, and Construction Management, coupled with established long-term management, the company has remained competitive in all economic situations.

Our main office is located at 205 Century Blvd. in Bartow, Florida and will be responsible for all work.

In our almost 50 year history, SEMCO Construction, Inc. has completed over 7,500 projects. We maintain approximately 30 full-time employees and have over 25 employees that have been with the company over 20 years. Our solid construction experience has given us opportunities to develop great relationships with over 300 subcontractors and 450 suppliers who provide quality work and material, encompassing all phases of construction.

We understand the scope of work for this project and are committed to performing the work in a timely fashion. We have a clear understanding of the Town's requirements in the RFP and are fully prepared to perform the necessary scopes for the successful completion of this project.

We look forward to the opportunity to work with The Town of Dundee on the Community Center Renovations project. Thank you for your consideration.

Sincerely,

Jennifer Hall
Executive Vice President



BID FORM

FY 2023-2024 RFP 24-04 RENOVATIONS TO DUNDEE COMMUNITY CENTER

RETURNDATE: March 20, 2024 by 4 PM
 RETURN TO: Office of the Town Clerk
 Attn: RFP 24-04
 Town of Dundee
 P.O. Box 1000
 202 East Main Street
 Dundee, Florida 33838

** ALL OR NONE*

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1. Main Level	1	LS/EA/SF	Lump Sum	\$2,376.00
2. Main Dance Hall	1	LS/EA/SF	Lump Sum	\$16,689.00
3. Kitchen	1	LS/EA/SF	Lump Sum	\$3,739.00
4. Rear Hall	1	LS/EA/SF	Lump Sum	\$866.00
5. Foyer/Entry	1	LS/EA/SF	Lump Sum	\$3,524.71
6. Women's Restroom	1	LS/EA/SF	Lump Sum	\$20,463.00
7. Entry Hall	1	LS/EA/SF	Lump Sum	\$455.00
8. Men's Restroom	1	LS/EA/SF	Lump Sum	\$22,691.00
<i>PER ATTACHED TAKE-OFF</i>				
			TOTAL (\$)	\$70,803.71

Bid Alternate

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1. All wall tile in bathroom	600	SF	\$11.17	\$6,700.00
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: SEMCO Construction, Inc.

Company Address: 205 Century Blvd

Company City: Bartow State: Florida Zip: 33830

Company Phone Number: 863-533-7193 Fax Number: 863-533-3376

Authorized Representative: Jennifer Hall

Signature: *Jennifer Hall* Date: MARCH 20, 2024

Print Name: Jennifer Hall Phone Number: 863-533-7193

Title: Executive Vice President

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.



SEMCO Construction, Inc.

205 Century Blvd
Bartow, FL 33830
(863) 533-7193

Client: Dundee Community Center
Property: 603 Lake Marie Blvd
Dundee, FL 33838

Operator: SEMCOXAC

Estimator: Steve Anderson
Position: Estimator
Company: Semco Construction
Business: 205 Century Blvd
Bartow, FL 33830

Business: (863) 533-7193
E-mail: sanderson@semco.cc

Reference:
Company: SEMCO Construction, Inc.
Business: 205 Century Blvd
Bartow, Fla 33830

Business: (863) 533-7193

Type of Estimate: Other
Date Entered: 3/6/2024

Date Assigned: 3/6/2024

Price List: FLWH8X_DEC23
Labor Efficiency: Restoration/Service/Remodel
Estimate: DUNDEE_COM_CENTER-2
File Number: 24174



SEMCO Construction, Inc.

205 Century Blvd
Bartow, FL 33830
(863) 533-7193

DUNDEE_COM_CENTER-2

Main Level

Main Level

DESCRIPTION	QTY
18. PERMITS AND FEES	1.00 EA
19. Commercial Supervision / Project Management - per hour	20.00 HR

Main Dance Hall

DESCRIPTION	QTY	Height: 8'
1. Vinyl tile - Standard grade	1.00 EA	
33. Drywall - Labor Minimum	1.00 EA	

Kitchen

DESCRIPTION	QTY	Height: 8'
96. Vinyl tile	1.00 EA	

rear Hall

DESCRIPTION	QTY	Height: 8'
5. Vinyl tile - Standard grade	1.00 EA	

Foyer/Entry

DESCRIPTION	QTY	Height: 8'
8. Vinyl tile - Standard grade	1.00 EA	

Women

DESCRIPTION	QTY	Height: 8'
22. R&R 5/8" drywall - hung, taped, floated, ready for paint	376.00 SF	
26. Paint the walls and ceiling - two coats	509.00 SF	
35. R&R Handicap grab bar - Stainless steel, 1 1/2" x 30"	3.00 EA	

**SEMCO Construction, Inc.**205 Century Blvd
Bartow, FL 33830
(863) 533-7193**CONTINUED - Women**

DESCRIPTION	QTY
43. R&R Sink faucet - Bathroom - Standard grade	2.00 EA
45. R&R Sink - wall mounted	2.00 EA
46. R&R P-trap assembly - ABS (plastic)	2.00 EA
47. R&R Angle stop valve	4.00 EA
48. R&R Toilet	3.00 EA
49. Add-on for pressure Flush Valve	3.00 EA
50. Countertop - flat laid laminate - laminate only	5.00 LF
52. R&R Backsplash - plastic laminate	7.00 SF
54. R&R Outlet or switch	2.00 EA
56. R&R Bathroom ventilation fan, light,	1.00 EA
57. Fluorescent light fixture -LED	2.00 EA
58. R&R Interior door, 8' - solid alder - paneled - slab only	1.00 EA
60. R&R Door closer - Commercial grade	1.00 EA
62. R&R Door knob - interior	1.00 EA
63. R&R Door kick plate - 16 gauge, 8" x 34"	1.00 EA
64. Paint door slab only - 2 coats (per side)	2.00 EA
102. R&R Toilet partition - oversized/handicap - Premium grade	1.00 EA
103. R&R Toilet partition - High grade (i.e., phenolic, etc.)	2.00 EA
104. Vinyl floor covering (sheet goods) - Standard grade	1.00 EA
106. Electrician - per hour	10.00 HR

Entry Hall**Height: 8'**

DESCRIPTION	QTY
11. Vinyl tile - Standard grade	1.00 EA
100. Floor preparation for resilient flooring	69.67 SF

Men**Height: 8'**

DESCRIPTION	QTY
28. Remove Vinyl floor covering (sheet goods) - Standard grade	133.00 SF
29. R&R 5/8" drywall - hung, taped, floated, ready for paint	376.00 SF
32. Paint the walls - two coats	376.00 SF
65. R&R Handicap grab bar - Stainless steel, 1 1/2" x 30"	3.00 EA
91. R&R Urinal partition (plastic laminate or baked enamel steel)	1.00 EA
101. R&R Toilet partition - High grade (i.e., phenolic, etc.)	2.00 EA
71. R&R Waste receptacle - semi-recessed	1.00 EA
72. R&R Sink - single	2.00 EA
73. R&R Sink faucet	2.00 EA
74. R&R P-trap assembly - ABS (plastic)	2.00 EA



SEMCO Construction, Inc.

205 Century Blvd
Bartow, FL 33830
(863) 533-7193

CONTINUED - Men

DESCRIPTION	QTY
75. R&R Angle stop valve	4.00 EA
76. R&R Toilet	2.00 EA
89. R&R Urinal - wall hung	1.00 EA
90. Plumber - per hour	16.00 HR
77. Add-on for pressure Flush Valve	3.00 EA
78. Countertop - flat laid laminate - laminate only	5.00 LF
79. R&R Backsplash - plastic laminate	7.00 SF
80. Floor leveling cement - Average	133.00 SF
81. R&R Outlet or switch	2.00 EA
82. R&R Bathroom ventilation fan, light,	1.00 EA
105. Electrician - per hour	16.00 HR
83. Fluorescent light fixture -LED	2.00 EA
84. R&R Interior door, 8' - solid alder - paneled - slab only	1.00 EA
85. R&R Door closer - Commercial grade	1.00 EA
86. R&R Door knob - interior	1.00 EA
87. R&R Door kick plate - 16 gauge, 8" x 34"	1.00 EA
88. Paint door slab only - 2 coats (per side)	2.00 EA
67. R&R Paper towel dispenser	2.00 EA

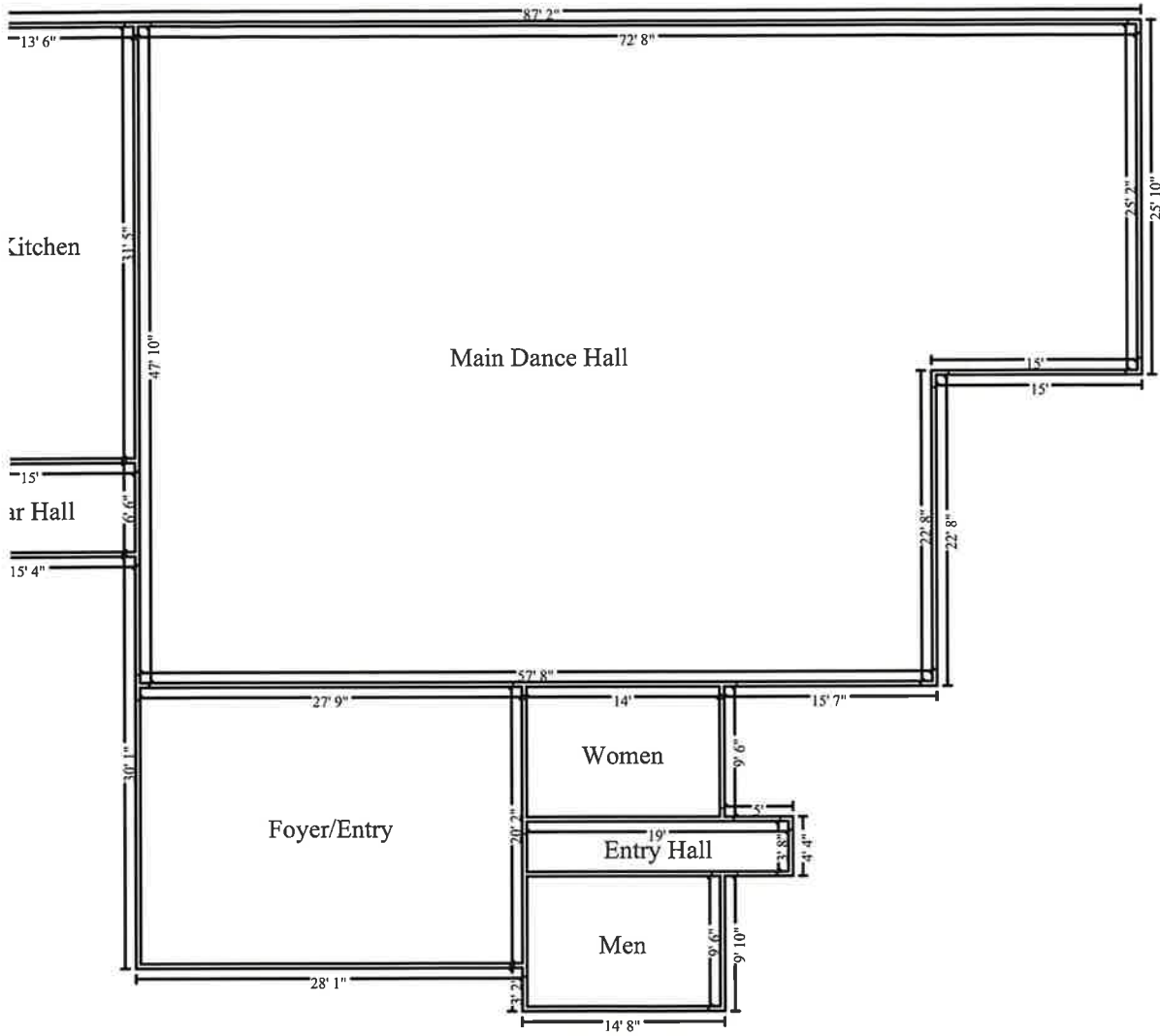
Grand Total

\$70,803.71

Steve Anderson
Estimator

Grand Total Areas:

4,872.00 SF Walls	4,552.81 SF Ceiling	9,424.81 SF Walls and Ceiling
4,552.81 SF Floor	505.87 SY Flooring	609.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	609.00 LF Ceil. Perimeter
4,552.81 Floor Area	4,710.25 Total Area	4,872.00 Interior Wall Area
2,985.00 Exterior Wall Area	331.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Main Level

3/19/2024

Page: 5



Town of Dundee, FL

RFP #24-04
Renovations to Dundee Community Center

Contractor References

Owner	Contact Name	Telephone #	Email Address
City of Wauchula	Jessica Newman	863-773-3535	jnewman@cityofwauchula

Owner	Contact Name	Telephone #	Email Address
Polk County Board of County Commissioners	Steve McMillen	863-534-5527	stevemcmillan@polk-county.net

Owner	Contact Name	Telephone #	Email Address
City of Bartow	James Hargrove	863-534-0165	jhargrove@cityofbartow.net

Owner	Contact Name	Telephone #	Email Address
City of Lake Wales, FL	James Slaton	863-678-4182 x230	jslaton@lakewalesfl.gov

Owner	Contact Name	Telephone #	Email Address
City of Haines City, FL	James Keene	863-421-9954 x5954	jkeene@hainescity.com



Bid Bond

CONTRACTOR:
(Name, legal status and address)

SEMCO Construction, Inc.

205 Century Blvd
Bartow, FL 33830

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:
(Name, legal status and address)

Town of Dundee

202 E. Main Street
Dundee, FL, 33838

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)

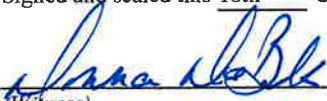
Renovations to Dundee Community Center RFP #24-04

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of March, 2024.


(Witness)

SEMCO Construction, Inc.
(Contractor as Principal)


(Title) EXECUTIVE VICE PRESIDENT

Liberty Mutual Insurance Company
(Surety)


(Witness) Secretary


(Title) Daniel F. Wagner Jr., Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 5.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210665-984127

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner Jr., Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 2024.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Jennifer Hall ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is Vice President (insert job title) of SEMCO Construction, Inc. (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

SIGN: [Signature]

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF FLORIDA COUNTY OF POLK

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF MARCH, 20 24

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME X Produced I.D. _____

TYPE OF ID PRODUCED N/A

SIGN: [Signature]

PRINT: Donna Debeck



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SEMCO Construction, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
205 Century Blvd

6 City, state, and ZIP code
Bartow, FL 33830

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

OR

Employer identification number

5	9	-	1	5	7	0	0	6	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

3-15-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LOCKE, CARL EDWARD JR

SEMCO CONSTRUCTION INC
205 CENTURY BLVD
BARTOW FL 33830

LICENSE NUMBER: CGC040492

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 11320

CLASS: B+

EXPIRES:

09/30/2024

OWNER NAME	LOCATION
CARL EDWARD SR - CERT LOCKE	205 CENTURY BLVD BARTOW

BUSINESS NAME AND MAILING ADDRESS

SEMCO CONSTRUCTION INC
SEMCO CONSTRUCTION INC
CARL E LOCKE SR - ST CERT
205 CENTURY BLVD
BARTOW, FL 338307705

CODE ACTIVITY TYPE

230250 CONTRACTOR ROOFING
230150 CONTRACTOR GENERAL

PROFESSIONAL LICENSE (IF APPLICABLE)

-



OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION

PAID - 1658382 07/19/2023 OPY

OLP 57.75

SEMCO CONSTRUCTION INC

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name SEMCO Construction, Inc.

Signature *J. Hall*

Date: 3-20-2024

Printed Name Jennifer Hall

Title Executive Vice President

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF FLORIDA COUNTY OF POLK

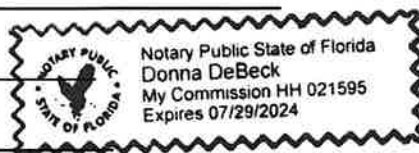
SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF MARCH, 20 24

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME X Produced I.D. _____

TYPE OF ID PRODUCED N/A

SIGN: *Donna DeBeck*

PRINT: Donna DeBeck



CERTIFICATION OF DRUG-FREE WORKPLACE

I Jennifer Hall (“Undersigned”), certify that:

- (1) Undersigned is Vice President (insert job title) and duly authorized to act on behalf of the Contractor SEMCO Construction, Inc that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in-the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, SEMCO Construction, Inc., acknowledges, understands, and complies fully with the above requirements.

DATE: 3-20-2024 NAME OF ENTITY: SEMCO Construction, Inc.

PHONE/FAX: 863-533-7193 / 863-533-3376

ADDRESS: 205 Century Blvd.
Bartow, FL 33830

SIGNATURE: 

PRINT NAME: Jennifer Hall

SALES TAX SAVINGS FORM

CONTRACT NUMBER: RFP 24-04-1

NAME OF PROJECT: Dundee Community Center Re-Bid

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount
<i>Material list will be provided upon award.</i>			

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.