



Rizzetta & Company

# **Wiregrass II Community Development District**

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**Board of Supervisors Meeting  
April 22, 2021**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
813.994.1001**

**[www.wiregrassllcdd.org](http://www.wiregrassllcdd.org)**

## **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

<b>Board of Supervisors</b>	Bill Porter	Chair
	Colby Chandler	Vice Chair
	Hatcher Porter	Assistant Secretary
	Caitlyn Chandler	Assistant Secretary
	Quinn Porter	Assistant Secretary
<b>District Manager</b>	Lynn Hayes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Lindsay Whelan	Hopping, Green & Sams
<b>Interim Engineer</b>	Victor Barbosa	Waldrop Engineering

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544**  
[www.wiregrass2cdd.org](http://www.wiregrass2cdd.org)

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April 14, 2021

Board of Supervisors  
**Wiregrass II Community  
Development District**

**FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wiregrass II Community Development District will be held on **Thursday, April 22, 2021 at 10:30 a.m.**, at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors Meeting held on February 25, 2021 ..... Tab 1
  - B. Consideration of Operations and Maintenance Expenditures for February and March 2021 ..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Ratification of Ardurra District Engineering Services Contract ..... Tab 3
  - B. Ratification of Work Authorization Bidding Phase of Wiregrass Ranch Blvd Phase 3B and Phase 4 ..... Tab 4
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Lynn Hayes  
District Manager

cc. Lindsay Whelan Hopping, Green, & Sams  
Victor Barbosa, Waldrop Engineering

## **Tab 1**

MINUTES OF MEETING

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

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Wiregrass II Community Development District was held on **Thursday, February 25, 2021 at 10:39 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present were:

Bill Porter	<b>Board Supervisor, Chair</b>
Colby Chandler	<b>Board Supervisor, Vice Chair</b>
Quinn Porter	<b>Board Supervisor, Assistant Secretary</b>
Hatcher Porter	<b>Board Supervisor, , Assistant Secretary</b>

Also Present were:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Scott Sheridan	<b>Developer, Locust Branch</b>
Lindsay Whelan	<b>District Counsel, Hopping, Green &amp; Sams</b>
Victor Barbosa	<b>Waldrop Engineering</b>

**FIRST ORDER OF BUSINESS**

**Call to Order / Roll Call**

Mr. Hayes confirmed there was a quorum present and called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

No members of general audience in attendance.

**THIRD ORDER OF BUSINESS**

**Consideration of District Engineer RFQ Responses**

Only one qualification statement for engineering services was received, from Ardurra Group in response to the District's request for qualifications.

On a Motion by Mr. Colby Chandler, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors approved the ranking of the request for qualifications for District Engineering Services and the selection of Ardurra to provide District Engineering Services, for Wiregrass II Community Development District.

On a Motion by Mr. B. Porter, seconded by Mr. Hatcher Porter, with all in favor, the Board of Supervisors authorized District staff to start the RFP process and have Ardurra prepare bid documents, for Wiregrass II Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors Meeting held on January 28, 2021**

Mr. Hayes presented the minutes and inquired if there were any amendments necessary. There were none.

On a Motion by Mr. Hatcher Porter, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors approved the regular meeting minutes from January 28, 2021 as presented, for Wiregrass II Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Operation and Maintenance Expenditures for January 2021**

Mr. Hayes presented the Operation and Maintenance Expenditures for January 2021 (\$7,403.17).

On a Motion by Mr. Colby Chandler, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors ratified the January payment of Operation & Maintenance Expenditures (\$7,403.17), for Wiregrass II Community Development District.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

District Counsel

None.

A. District Engineer

No report.

B. District Manager

Mr. Hayes stated that the next meeting would be March 25, 2021 at 10:30 a.m. at the offices of Rizzetta & Company Inc. located at 5844 Old Pasco Road, Wesley Chapel, FL 33544. He informed the Board he is beginning to work on the proposed budget for Fiscal Year 2021-2022 and plans to provide the proposed budget at the May 27, 2021 meeting.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Hayes stated that if there was no more business to come before the Board than a motion to adjourn would be in order.

On a Motion by Mr. Colby Chandler, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors adjourned the meeting at 10:45 a.m. for Wiregrass II Community Development District.

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Secretary/ Assistant Secretary

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Chairman/Vice Chairman

DRAFT

## **Tab 2**



# Wiregrass II Community Development District

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DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

## **Operations and Maintenance Expenditures February 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:   **\$6,353.31**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Wiregrass II Community Development District

### Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams, PA	001067	119658	General Legal Services 12/20	\$ 137.50
Rizzetta & Company, Inc.	001068	INV0000056025	District Management Fees 02/21	\$ 3,373.25
Rizzetta Technology Services	001069	INV0000006821	Email & Website Hosting Services 02/21	\$ 175.00
Waldrop Engineering	001073	0030060	Engineering Services 10/20	\$ 1,622.50
Waldrop Engineering	001070	0030344	Engineering Services 11/20	\$ 492.50
Wiregrass irrigation, LLC	001071	003	Irrigation Service 12/20	\$ 276.28
Wiregrass irrigation, LLC	001072	004	Irrigation Service 02/21	<u>\$ 276.28</u>
<b>Report Total</b>				<u><b>\$ 6,353.31</b></u>

# Wiregrass II Community Development District

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DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

## **Operations and Maintenance Expenditures March 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2021 through March 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:    **\$8,406.23**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Wiregrass II Community Development District

### Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams, PA	001074	120336	General Legal Services 01/21	\$ 2,141.50
Hopping Green & Sams, PA	001079	120987	General Legal Services 02/21	\$ 2,061.00
Rizzetta & Company, Inc.	001075	INV0000056992	District Management Fees 03/21	\$ 3,373.25
Rizzetta Technology Services	001076	INV0000006920	Email & Website Hosting Services 03/21	\$ 175.00
Times Publishing Company	001077	0000136109 01/20/21	Account #200049 Legal Advertising 01/21	\$ 92.80
Times Publishing Company	001077	0000138768 02/03/21	Account #200049 Legal Advertising 02/21	\$ 191.20
Times Publishing Company	001077	0000141571 02/17/21	Account #200049 Legal Advertising 02/21	\$ 95.20
Wiregrass irrigation, LLC	001078	005	Irrigation Service 02/21	<u>\$ 276.28</u>
<b>Report Total</b>				<b><u>\$ 8,406.23</u></b>

## **Tab 3**

**AGREEMENT BETWEEN WIREGRASS II COMMUNITY  
DEVELOPMENT DISTRICT AND ARDURRA GROUP, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT** (“**Agreement**”) is made and entered into as of this 25<sup>th</sup> day of February, 2021 by and between:

**Wiregrass II Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“**District**”); and

**Ardurra Group, Inc.**, a Florida corporation, whose address is 4921 Memorial Highway, Suite 300, Tampa, Florida 33634 (“**Engineer**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

**WHEREAS**, pursuant to the Act, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, pursuant to sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

**WHEREAS**, the District’s Board of Supervisors ranked the Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ the Engineer to perform professional engineering services including but not limited to construction administration, environmental management and permitting, and the preparation of financial and economic studies, all as defined by a separate work authorization(s); and

**WHEREAS**, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during the performance of Engineer’s services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

## **ARTICLE 1. SCOPE OF SERVICES**

A. Engineer shall, when authorized by the Board, provide general professional engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
2. Providing professional engineering services including, but not limited to, review and execution of documents under any of the District's Trust Indentures and monitoring of District projects.
3. Any other items requested by the Board of Supervisors.

B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:

1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
2. Processing of contractors' pay estimates.
3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
4. Final inspection and requested certificates for construction including the final certificate of construction.
5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
6. Any other activity related to construction as authorized by the Board.

C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

## **ARTICLE 2. METHOD OF AUTHORIZATION**

Each service or project shall be pre-authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

### **ARTICLE 3. COMPENSATION**

It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

**A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the *Florida Statutes* for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.

**B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**.

### **ARTICLE 4. REIMBURSABLE EXPENSES**

Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses listed as follows:

- A.** Expenses of transportation and living when traveling in connection with the project, for long distance calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and the District's travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

### **ARTICLE 5. TERM OF CONTRACT**

It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by both parties until such time as either party terminates the Agreement as set forth herein.

### **ARTICLE 6. SPECIAL CONSULTANTS**

When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and shall be paid for on a cost basis.



## **ARTICLE 7. BOOKS AND RECORDS**

Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or for such further time as required pursuant to Florida's public records law. Any accounting records pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

## **ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS**

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

## **ARTICLE 9. REUSE OF DOCUMENTS**

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for

reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with section 287.055(10), *Florida Statutes*.

#### **ARTICLE 10. ESTIMATE OF COST**

Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

#### **ARTICLE 11. INSURANCE**

Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
(including Contractual)	
Property Damage	\$1,000,000/\$2,000,000
(including Contractual)	
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for	
Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the

District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **ARTICLE 12. CONTINGENT FEE**

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 13. COMPLIANCE WITH GOVERNMENTAL REGULATIONS**

In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

#### **ARTICLE 14. COMPLIANCE WITH PROFESSIONAL STANDARDS**

In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

#### **ARTICLE 15. AUDIT**

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto

that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, (b) three (3) years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by law and the District's Records Retention Policy, whichever comes later.

#### **ARTICLE 16. INDEMNIFICATION**

The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the District, and the District's supervisors, officers, agents and staff, from any and all liabilities, claims, causes of action, demands, suits, damages, losses, or costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by negligent acts, recklessness, errors or omissions or intentionally wrongful conduct of the Engineer and Engineer's agents or employees or persons utilized by the Engineer in the performance of this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of District's limitations on liability pursuant to section 768.28, *Florida Statutes*, or any other statute or law.

#### **ARTICLE 17. PUBLIC RECORDS**

The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, LYNN HAYES, AT (813) 994-1001, LHAYES@RIZZETTA.COM, OR 5844 OLD PASCO ROAD, SUITE 100, TAMPA, FLORIDA 33544.**

#### **ARTICLE 18. E-VERIFY REQUIREMENTS**

The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*.

If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

#### **ARTICLE 19. EMPLOYMENT VERIFICATION**

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

#### **ARTICLE 20. CONTROLLING LAW; JURISDICTION AND VENUE**

Engineer and District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Pasco County, Florida.

#### **ARTICLE 21. NOTICE**

All notices, requests, consents and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

**A. If to District:** Wiregrass II Community Development District  
5844 Old Pasco Road, Suite 100  
Tampa, Florida 33544  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** Ardurra Group, Inc.  
4921 Memorial Highway, Suite 300  
Tampa, Florida 33634  
Attn: Michael E. Ross

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day’s written notice to the parties and addressees set forth herein.

## **ARTICLE 22. ACCEPTANCE**

Acceptance of this Agreement is indicated by the signature of the authorized representative of District and Engineer in the spaces provided below.

## **ARTICLE 23. ASSIGNMENT**

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

## **ARTICLE 24. AMENDMENT**

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

## **ARTICLE 25. TERMINATION**

The District may terminate this Agreement for cause immediately upon notice to the Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

## **ARTICLE 26. RECOVERY OF COSTS AND FEES**

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs.

## **ARTICLE 27. INDEPENDENT CONTRACTOR**

The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

## **ARTICLE 28. NO THIRD-PARTY BENEFITS**

Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

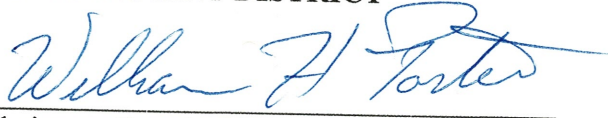
## **ARTICLE 29. ARM'S LENGTH TRANSACTION**

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

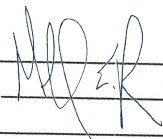
**WIREGRASS II COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Chairman, Board of Supervisors

**ARDURRA GROUP, INC.,**  
a Florida corporation

\_\_\_\_\_  
Witness

By:  \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A: Hourly Fee Schedule**



**EXHIBIT A**  
**Hourly Fee Schedule**



ARDURRA HOURLY RATE SCHEDULE		
Designer.....	\$	87.00 - 103.00
Engineer.....	\$	92.00 - 174.00
Environmental Scientist.....	\$	104.00 - 174.00
Land Surveyor.....	\$	127.00 - 174.00
Landscape Architect.....	\$	104.00 - 174.00
Planner.....	\$	98.00 - 133.00
Principal.....	\$	252.00
Project Manager.....	\$	125.00 - 175.00
Survey Crew.....	\$	125.00 - 135.00
Tech.....	\$	64.00 - 82.00
Technical Support.....	\$	62.00 - 69.00

## **Tab 4**

# Work Authorization

February 25, 2021

Wiregrass II Community Development District  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544

Subject: **Work Authorization**  
**Wiregrass II Community Development District**

Dear Chairman, Board of Supervisors:

Ardurra Group, Inc. (the "Engineer") is pleased to submit this work authorization to provide professional engineering services for the Wiregrass II Community Development District (the "District"). We will provide these services pursuant to the terms of our current agreement dated February 25, 2021 (the "Engineering Agreement") as follows:

## I. Scope of Work

The District will engage the services of the Engineer to provide bidding phase services associated with the District's Wiregrass Ranch Boulevard Phase 3B & 4 Project, all as set forth in more detail in **Exhibit A**, which is attached hereto and incorporated herein by this reference (the "Services").

## II. Fees

The District will compensate the Engineer on a lump sum basis, in accordance with the terms of the Agreement, in the amount of Eighteen Thousand Dollars (\$18,000.00) as set forth in more detail in **Exhibit B**, which is attached hereto and incorporated herein by this reference (the "Compensation").

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By: 

Authorized Representative of  
Wiregrass II CDD

Date: 3/8/21

By: 

Ardurra Group, Inc.

## **Exhibit A**

### **Scope of Services**

#### **I. BIDDING PHASE SERVICES**

##### **A. Engineer's Quantities**

Based on the approved plans (for the right-of-way improvements), Ardurra will prepare engineer's quantity takeoffs. The quantity takeoffs will be prepared in a standard industry format. The quantities will be provided for the Client's inclusion into the bid solicitation package.

##### **B. Contract Documents / Bid Assistance**

Ardurra will prepare contract documents and the bid solicitation package based on the approved construction plans and the quantities and cost estimates identified herewith. The services will include scheduling and attending a pre-bid meeting, conducting the bid notification process, coordination with the Client and evaluation of the bids. This service assumes approximately six (6) bid solicitations/responses.

**Exhibit B**

**Compensation**

<u>Services</u>	<u>Lump Sum Fee</u>
<b>I. BIDDING PHASE SERVICES.....</b>	<b>\$ 18,000.00</b>
A. Engineer's Quantities	
B. Contract Documents / Bid Assistance	

## **Tab 5**