



Rizzetta & Company

# **Summit View Community Development District**

---

**Board of Supervisors' Meeting  
July 15, 2022**

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

# **SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT AGENDA**

At the office of Rizzetta & Company, Inc., located at:  
5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

<b>Board of Supervisors</b>	Doug Weiland Natalie Feldman Robert Tankel Pete Williams Lee Thompson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jennifer Kilinski	KE Law Group
<b>District Engineer</b>	Ed Mazur	Florida Land Design & Permitting

**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) 933-5571. 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.

# SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 994-1001  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.summitviewcdd.org](http://www.summitviewcdd.org)

July 7, 2022

## **Board of Supervisors Summit View Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Summit View Community Development District will be held on **Friday, July 15, 2022 at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the tentative agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors' Meeting held on May 20, 2022 .....Tab 1
  - B. Consideration of Operation and Maintenance Expenditures for April and May 2022 .....Tab 2
  - C. Ratification of Construction Requisition #CR18 – CR20 .....Tab 3
- 4. BUSINESS ITEMS**
  - A. Ratification of Agreement for Geotechnical Engineering Services with BTL Engineering..... Tab 4
  - B. Ratification of Work Authorization #1 for BLT Engineering.... Tab 5
  - C. Consideration of RFQ for Geotechnical Engineering Services..... Tab 6
  - D. Consideration of Real Property Acquisition Related to the District's Capital Improvement Plan..... Tab 7
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
    1. Presentation of Audit for Fiscal Year Ended 9-30-21... Tab 8
    2. Presentation of 2<sup>nd</sup> Quarter Website Audit..... Tab 9
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,  
*Matthew Huber*  
Matthew Huber  
Regional District Manager

## 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.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Summit View Community Development District was held on **Friday, May 20, 2022, at 10:01 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Dr. Weiland	<b>Board Supervisor, Chairman</b>
Natalie Feldman	<b>Board Supervisor, Vice Chairman</b>
Pete Williams	<b>Board Supervisor, Assistant Secretary</b>
Lee Thompson	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Matthew Huber	<b>Regional District Manager, Rizzetta &amp; Company</b>
Jennifer Kilinski	<b>District Counsel, KE Law Group (via conf. call)</b>
Ed Mazur	<b>District Engineer, Florida Land Design and Permitting (via conference call)</b>

Audience	<b>None</b>
----------	-------------

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Mr. Huber called the meeting to order and conducted roll call, confirming that a quorum was present.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Mr. Huber advised for the record that no members of the public were present.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors' Meeting held on March 18, 2022**

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

**May 20, 2022 - Minutes of Meeting**

**Page 2**

On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on March 18, 2022 as presented for Summit View Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for  
February and March 2022**

A brief discussion ensued regarding the Dissemination Report.

On a Motion by Mr. Williams, seconded by Dr. Weiland, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for February (\$14,110.75) and March 2022 (\$8,198.68) for Summit View Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Construction  
Requisitions #CR14-CR17**

Mr. Huber presented Construction Requisitions #CR14-CR17.

On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors ratified Construction Requisitions #CR14-17 for Summit View Community Development District.

**SIXTH ORDER OF BUSINESS**

**Presentation of Fiscal Year 2022/2023  
Proposed Budget**

Mr. Huber presented the Fiscal Year 2022/2023 Proposed Budget. He reviewed the line items of the budget for the Board and entertained the Board members' questions.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution(s) 2022-03, Approving Fiscal Year 2022/2023 Proposed Budget and Setting the Public Hearing on the Final Budget**

Ms. Kilinski presented and reviewed the two resolutions approving the proposed budget. She stated that one was for the proposed budget if it was going to be developer funded and the other resolution for the proposed budget was for declaring assessments if the Board chose. A discussion ensued. The Board approved the levy of assessments.

On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved Resolution 2022-03, Approving Fiscal Year Proposed Budget (\$159,657.00) Declaring Assessments and Setting the Public Hearing on the Final Budget

(August 19, 2022 at 10:00 a.m. at the office of Rizzetta & Company, 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544) for Summit View Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

No report at this time.

**B. District Engineer**

Mr. Mazur gave the Board an update on the plans for Phase 2B. He stated that they had been submitted to the City and were in process and the approved fire service plan is through Pasco County.

**C. District Manager**

Mr. Huber reminded the Board that the next regular scheduled meeting is June 17, 2022 at 10:00 a.m.

Mr. Huber announced that there were no registered voters in the District as of April 15, 2022.

**NINTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

There were no audience members present to comment.

Mr. Huber asked if there were any Supervisor requests. There were no further items to discuss.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Huber stated that if there was no further business to come before the Board, then a motion to adjourn would be in order.

On a Motion by Mr. Thompson, seconded by Mr. Williams, with all in favor, the Board of Supervisors adjourned the meeting at 10:31 a.m. for Summit View Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman



## **Tab 2**

# SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

---

District Office · Tampa, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## **Operation and Maintenance Expenditures April 2022 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2022 through April 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$6,706.50**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

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

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

## Summit View Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Innersync Studio, Ltd	001060	20260	Annual CDD Website Services 04/22	\$ 1,537.50
KE Law Group	001061	1913	General Legal Services 03/22	\$ 1,169.00
Rizzetta & Company Inc	001059	INV0000067036	District Management Fees 04/22	<u>\$ 4,000.00</u>
<b>Report Total</b>				<b><u>\$ 6,706.50</u></b>

**Blank**

# SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

---

District Office · Tampa, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## **Operation and Maintenance Expenditures May 2022 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2022 through May 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$10,582.54**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

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

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

## Tab 4

**AGREEMENT BETWEEN SUMMIT VIEW COMMUNITY DEVELOPMENT  
DISTRICT AND BTL ENGINEERING SERVICES, INC. FOR  
GEOTECHNICAL ENGINEERING SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of June, 2022, by and between:

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, City of Dade City, Florida (the “**District**”); and

**BTL ENGINEERING SERVICES, INC.**, a Florida corporation, providing professional engineering services with a mailing address of 5802 Occident Street, Tampa, Florida 33614 (“**Engineer**” and, together with the District, “**Parties**”).

**RECITALS**

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

**WHEREAS**, pursuant to the Act, the District was established for the purpose of planning, finance, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District intends to solicit proposals from qualified firms to provide geotechnical engineering services on a continuing basis but has an immediate need for services to ensure the continuation of development activities within the District; and

**WHEREAS**, the Engineer shall serve as District’s professional representative in the geotechnical service or project to which this Agreement applies and will give consultation and advice to the District during performance of the Services and if selected after the solicitation of professional services, this Agreement shall be for continuing professional services consistent with its terms and separate work authorizations negotiated hereunder.

**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.** The Engineer will provide the Services relating to subsurface exploration and geotechnical engineering. The Engineer’s general services for the District include:

1. Preparation of any necessary plans, reports, permits, and applications.
2. Performance of any other related professional services as requested by the Board.

**Article 2. Method of Authorization.** Each service or task shall be authorized in writing by the District. Written authorization for any work shall be incorporated in a Work Authorization, which shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract, if any, shall be at the sole option of the District.

**Article 3. Compensation.** It is understood and agreed that the payment of compensation for the Services shall be stipulated in each Work Authorization. One of the following methods will 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, *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 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use hourly compensation rates, the District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific Work Authorization.

**Article 4. Term of Agreement.** It is understood and agreed that this Agreement is for geotechnical engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

**Article 5. Special Consultants.** When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

**Article 6. Books and Records.** The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.



## **Article 7. Ownership 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 the 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 the Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer’s Services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The 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. The 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.

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. The Engineer hereby assigns to the District any and all rights the 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 8. Accounting Records.** Records of the Engineer pertaining to the Services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**Article 9. Reuse of Documents.** All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the 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 the Engineer will be at the District’s sole risk and without liability or legal exposure to the Engineer.

**Article 10. Estimate of Cost.** Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor’s(s’) methods of determining prices, or over competitive bidding or market conditions, any opinions of probable cost provided as a service hereunder are to be made on the basis of Engineer’s experience and qualifications and represent

best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost. 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.** Subject to the provisions of this Article, the Engineer shall 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 (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
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, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. 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 the 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, the 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 the 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 Perform all work and/or Services with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. 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 four (4) 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 this Agreement. The Engineer agrees that payment made under this 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 an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

**Article 16. Indemnification.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the District harmless of and from any and all liabilities, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents, or employees, in the performance of professional services under this Agreement. The Engineer's liability for the indemnification of the indemnified Parties hereunder shall be limited to the proceeds of insurance that Engineer is required to maintain in accordance with Article 10. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*, and any indemnification or hold harmless obligations of the District shall apply only to the extent

legally permissible without waiving any applicable insurance coverage or limitations of liability available by statute or other law.

**Article 17. Public Records.** The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is **Matthew Huber**.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, MHUBER@RIZZETTA.COM, OR 5844 OLD PASCO ROAD, SUITE 200, WESLEY CHAPEL, FLORIDA 33544.**

**Article 18. E-Verify Requirements.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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 Section 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. Notices.** 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 overnight delivery service, to the Parties, as follows:

**A. If to the District:** Summit View Community Development District  
5844 Old Pasco Road, Suite 200  
Wesley Chapel, Florida 33544  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
P.O. Box 6386  
Tallahassee, Florida 32314  
Attn: District Counsel

**B. If to the Engineer:** BTL Engineering Services, Inc.  
5802 Occident Street  
Tampa, Florida 33614  
Attn: \_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 Parties may deliver Notice on behalf of the Parties. 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) days’ written notice to the Parties and addressees set forth herein.

**Article 20. Controlling Law.** The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Pasco County, Florida.

**Article 21. 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. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 6 herein.

**Article 22. Termination.** The District and the Engineer may terminate this Agreement without cause upon notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. 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 23. 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 for trial, alternative dispute resolution, or appellate proceedings.

**Article 24. Acceptance.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

**Article 25. Individual Liability.** PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF BTL ENGINEERING SERVICES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

**BTL ENGINEERING SERVICES, INC.**

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

## Tab 5

**WORK AUTHORIZATION #1**

June \_\_, 2022

Summit View Community Development District  
5844 Old Pasco Road, Suite 200  
Wesley Chapel, Florida 33544

Subject: **Work Authorization Number 1**  
**Summit View Community Development District**

Dear Chair, Board of Supervisors:

BTL Engineering Services, Inc. is pleased to submit this work authorization to provide professional geotechnical engineering services for the Summit View Community Development District (“**District**”). We will provide these services pursuant to our current *Agreement for Geotechnical Engineering Services* dated \_\_\_\_\_, 2022 (“**Agreement**”) as follows:

**I. Scope of Work**

The District will engage BTL Engineering Services, Inc. to provide the professional geotechnical engineering services for the District’s construction materials testing as described in more detail at **Attachment A**.

**II. Fees**

The District will compensate BTL Engineering Services, Inc. pursuant to the actual costs incurred for completing this work as described in **Attachment A** and in accordance with the terms of the Agreement.

This proposal represents the entire understanding between the District and BTL Engineering Services, Inc., with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Sincerely,

\_\_\_\_\_  
Authorized Representative of  
BTL Engineering Services, Inc.

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Summit View Community Development District

Date: \_\_\_\_\_



**Attachment A**  
**Scope of Services for Construction Materials Testing**



**BTL Engineering Services, Inc.**

5802 N. Occident Street P.O. Box 15718 Tampa, Florida 33684  
(813) 884-0755 – Hillsborough/ (727) 733-9347 – Pinellas/ (727) 846-1703 – Pasco/ (813) 886-5377 - Fax  
**Engineering & Testing Since 1976**

June 12, 2022

Doug Weiland  
Summit View CDD  
334 East Lake Drive, Suite 172  
Palm Harbor, FL 34685

RE: Construction Materials Testing Estimate  
Summit View Phase 1A  
Portion of 32-24-21-0000-00300-0000  
BTL Proposal Number: 22-276

Dear Mr. Weiland:

BTL Engineering Services, Inc. is pleased to present the following materials testing cost estimate for the above referenced project. This proposal is based on civil plans prepared by Florida Land Design and Permitting with revisions thru 04/30/2021.

Frequency of testing is based on our understanding of the requirements of the plans, county requirements and the client/contractor scheduling. This proposal is based on an estimated number of site trips which includes 30 to 45 minutes onsite nuclear density testing within typical construction practices. Additional time will be invoiced at a rate of \$47.50/hr. All overtime, holiday and afterhours will be billed as noted below. All laboratory testing will be invoiced at the rates shown below and additional testing will be invoiced at the published rates.

BTL Engineering Services, Inc. does not attempt to assume owner/contractor schedule and does not accept responsibility for lack of testing notification. Proper 24 hour notification must be provided for scheduling.

<u>Units</u>	<u>Ea./Visit</u>	<u>Estimated</u>
<b><u>SITE CLEAR &amp; FILL</u></b>		
<b><u>Laboratory Testing</u></b>		
12 ea. - Modified Proctor Evaluation w/ #200 Wash	\$80.00	\$960.00
<b><u>Field/Density Testing (estimated site visits include density testing &amp; travel)</u></b>		
2 visit - Density - Roadway Embankment - 1ft lifts	\$150.00	\$300.00
	<b>Estimated Site Clear &amp; Fill</b>	<b>\$960.00</b>
<b><u>UTILITIES</u></b>		
<b><u>Laboratory Testing</u></b>		
15 ea. - Modified Proctor Evaluation w/ #200 Wash	\$80.00	\$1,200.00
<b><u>Field/Density Testing (estimated site visits include density testing &amp; travel)</u></b>		
40 visit - Density Technician - Sanitary Main & Services	\$150.00	\$6,000.00
28 visit - Density Technician - Storm Structures & Piping	\$150.00	\$4,200.00
15 visit - Density Technician - Water Main & Services	\$150.00	\$2,250.00
	<b>Estimated Utilities</b>	<b>\$13,650.00</b>

Summit View Phase 1A  
 Portion of 32-24-21-0000-00300-0000  
 BTL Proposal Number: 22-276

June 12, 2022

<u>Units</u>	<u>Ea./Trip</u>	<u>Extended Price</u>
<b><u>ON-SITE ROADWAYS &amp; PARKING</u></b>		
<u>Laboratory Testing</u>		
10 ea. - Organic Content	\$35.00	\$350.00
10 ea. - Subgrade LBR Evaluation	\$200.00	\$2,000.00
10 ea. - Base LBR Evaluation with grain size	\$225.00	\$2,250.00
6 ea. - Asphalt Extraction/Gradation (per day)	\$225.00	\$1,350.00
<u>Field/Density Testing (estimated site visits include density testing &amp; travel)</u>		
16 ea. - Pavement Cores (base and asphalt)	\$70.00	\$1,120.00
3 visits - Pavement Coring Trips	\$400.00	\$1,200.00
22 visits - Density Technician - Subgrade, Base	\$175.00	\$3,850.00
16 visits - Asphalt Laboratory Density	\$12.50	\$200.00
<u>Concrete Pavement/Curbs/Dumpster pads &amp; Misc. sampling, casting of 4"x 8" cylinders &amp; travel included</u>		
6 set - Concrete Compressive Strength Tests (Set of 5 Cylinders)	\$75.00	\$450.00
6 visits - Concrete Technician	\$200.00	\$1,200.00
<b>Estimated Roadway &amp; Construction</b>		<b>\$13,970.00</b>
<b><u>PROJECT MANAGEMENT</u></b>		
10 hrs. Project management, admin	\$85.00	\$850.00
<b>Project Cost Estimate:</b>		<b>\$29,430.00</b>

This estimate represents our best estimate of testing fees associated with the captioned project. This proposal is for the minimum number of testing frequencies and is based on our understanding of the project's test requirements. Additional testing may be necessary and will be billed at the unit rates above. Typical BTL site visit includes a technician visiting the site once per day to complete necessary testing. All standby time will be billed at BTL's hourly unit rates. Additional technicians are available if the client desires but are not included in this proposal and will be billed. Any additional tests required as a result of contractor's performance or authorized tests by the Owner, Contractor, County or authorized personnel, will be invoiced as an extra based on the appropriate unit rate according to the BTL's Fee Schedule. Testing is to be performed in the standard BTL workweek (Monday thru Friday 7:00am to 5:00pm) and any additional testing (nights, weekends, or extended work hours) requested outside this workweek will be billed as time and one half, plus testing performed. All Sundays & holiday hours will be billed at double-time plus testing. In lieu of previous agreements, it is the responsibility of the client to ensure that the appropriate party pays all required retests and/or extras.

BTL Engineering Services, Inc. provides digital electronically signed and sealed reports. Unless outlined in the proposal above, if signed and sealed paper copies are desired, please notify our office and we will be happy to provide at an additional We appreciate the opportunity to prepare this proposal for you. Our terms are Net 10 days and this proposal is valid for acceptance for a period of 90 days. Retainage fees are not acceptable.

You may indicate your acceptance by signing and returning a signed copy of our attached proposal/project acceptance sheet.

Respectfully submitted,  
**BTL Engineering Services, Inc.**

Danielle Brown  
 CMT Manager



# BTL Engineering Services, Inc.

5802 N. Occident Street P.O. Box 15718 Tampa, Florida 33684  
(813) 884-0755 – Hillsborough/ (727) 733-9347 – Pinellas/ (727) 846-1703 – Pasco/ (813) 886-5377 - Fax  
**Engineering & Testing Since 1976**

## Cost Estimate Project Acceptance Sheet

Client: Summit View CDD  
Project Name: Summit View Phase 1A  
Project Location: Portion of 32-24-21-0000-00300-0000  
Proposal Number and Date: 22-276 June 12, 2022  
Description of Services: Construction Materials Testing Estimate  
Estimated Fee: \$29,430.00

**If the invoices are to be sent to a party other than the Client for payment or approval, please fill in this section.**

Firm/Individual \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone(\_\_\_\_) \_\_\_\_\_

Attention \_\_\_\_\_ Title \_\_\_\_\_

### **CURRENT PROPERTY OWNER IDENTIFICATION/AUTHORIZATION: (If other than Client)**

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone\_(\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
(Signature of owner for authorization of drilling & permits for referenced site)

### **SPECIAL INSTRUCTIONS: (Client, please address any additional instructions here)**

#### **PAYMENT TERMS:**

Net 10 days from invoice date; invoices will be sent monthly for continued or extended projects. Interest charges, 1½% per month following the due date.

I HAVE READ THE CONDITIONS OF THIS PROPOSAL BEFORE SIGNING. IT CONTAINS MATERIAL TERMS OF THIS PROPOSAL, INCLUDING SPECIAL NOTES LISTED ABOVE. By acceptance of the Terms and Conditions of this Proposal, including the General terms on page one and two, the terms on this page and the General Conditions on the final page, the Client represents that either: a) the Client is the simple owner of the property/project location or b) has full authority on behalf of such Owner(s) to enter into this Agreement and authorize access to said property. BTL Engineering is not responsible for misrepresentation of the current property owner. Please initial the General Conditions on the final page.

Accepted this day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Print or type firm or corporate body name)

\_\_\_\_\_  
(Signature of client or authorized client representative authorizing drilling and permits of referenced site)

\_\_\_\_\_  
(Print or type name of client and title or authorized client representative and title)



## General Conditions

- 1) **Payment** - Payment shall be due within 10 days after date of invoice. Interest at the rate of 18% annum from 30 days after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. In the event that any law limiting the amount of interest or other charges permitted to be collected is interpreted so that this charge violates such law for any reason, the interest charge is hereby reduced to the extent necessary to eliminate such violation. All attorney fees and expenses incurred for collection of past due invoices will be paid by the Client, whether incurred with or without commencement of legal proceedings and including but not limited to fees and costs incurred on appeal, in bankruptcy proceedings or before any tribunal.
- 2) **Insurance** - BTL Engineering Services, Inc. (BTL) maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance with limits of \$1,000,000.00 for each occurrence, Automobile Liability Insurance with combined single limits of \$1,000,000.00 for bodily injury and property damage and Professional Liability Insurance with limits of 2,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing ten days written notice be given prior to cancellation.
- 3) **Right of Entry** - Unless otherwise agreed in writing, the Client has obtained right of entry on the property for BTL to make the planned borings, surveys, and/or explorations. BTL will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, nevertheless the Client agrees and acknowledges that BTL shall have no liability for any damages to the property for its ingress/egress on the property and by performance of its services. The cost of restoration of the property which may be needed or result from the planned operations of BTL is not included in the contract amount and if Client desires BTL to restore the property to its former condition, a separate and additional cost to BTL's fee will be charged for any restoration.
- 4) **Damage to Existing Man-made Objects** - Client, individually and as the representative of the Owner (if Client and Owner are not the same), has full responsibility to BTL for disclosure of the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overhead obstructions, such as utilities, BTL will give special instructions to field personnel. Notwithstanding any provision in this Agreement to the contrary, by acceptance of this proposal, Client agrees to indemnify, defend, and save harmless BTL from all liability, claim, suits, losses, personal injuries, debts and property damage resulting from any hidden or obscure man-made objects, subsurface conditions or damages to subsurface structures, owned by Client, Owner or third parties, which occurs during or may have occurred from the performance of the proposed work, whose presence and exact locations were not revealed to BTL in writing, and to reimburse BTL for expenses in connection with any such claims or suits, including reasonable attorney's fees.
- 5) **Warranty and Limitation of Liability** - BTL shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and BTL is promptly notified in writing prior to one year after completion of such portion of the services, BTL will re-perform such portion of the services, or if re-performance is impracticable, BTL will refund the amount of compensation paid to BTL for such portion of the services.
- 6) This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representation made regarding the services included in this Agreement. For liability not included within insurance coverage of BTL, BTL's exclusive and total aggregate liability arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid to and received by BTL or \$50,000.00, whichever is greater, regardless of whether such liabilities exist in contract, tort, or otherwise. Client agrees to indemnify, defend, and hold BTL harmless from any claims or aggregate of claims, actions and demands which seek, alone or when combined with others, damages against BTL exceeding the limit of liability set forth herein.
- 7) For services involving or relating to pollution, it is further agreed that the Client shall indemnify and hold harmless BTL and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct or indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by BTL, or claims against BTL arising from the work of others. This indemnification provision extends to claims against BTL which arise out of, are related to, or are based upon, the disposal, discharge, escape, release or saturation of vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere or on, onto, upon or into the surfaces or subsurface.
- 8) **Sampling & Testing Locations** - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximate unless otherwise stated in the report.
- 9) **Sample Handling and Retention** - Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and BTL, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) **NON-HAZARDOUS SAMPLES:** At Client's written request, BTL will maintain preservable test samples and specimens or the residue there from for thirty (30) days after submission of BTL's report to Client free of storage charges. After the 30 days and upon written request, BTL will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), BTL will, after completion of testing and at Client's expense: (1) return such samples to Client; (2) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that BTL acting as a bailee and at no time does BTL assume title to said waste.
- 10) **Discovery of Unanticipated Hazardous Materials** - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. BTL and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. BTL and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for BTL to take immediate measures to protect health and safety. BTL agrees to notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages BTL to take any and all measures that, in BTL's professional opinion, are justified to preserve and protect employees' and the public's health and safety of BTL's personnel and the public. Client agrees to compensate BTL for additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against BTL and agrees to defend, indemnify and save BTL harmless from any claim or liability for injury or loss arising from BTL's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate BTL for any time spent and expenses incurred by BTL in defense of any such claim, with such compensation to be based upon BTL's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- 11) **Joint and Several Liability** - The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed. When applied to hazardous materials projects, it is possible that the concept of joint and several liability could be construed to make BTL partly or wholly responsible for damages created directly or indirectly by the hazardous materials. Client agrees that it would be unfair for BTL to be exposed to such an action, because BTL had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, the Client waives any claim against BTL and agrees to defend, indemnify and save BTL harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would, in any manner, hold or seek to hold BTL responsible for creating a hazardous condition or permitting one to exist. Client also agrees to compensate BTL for any time spent and expenses incurred by BTL in defense of any such claim, with such compensation to be based on BTL's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- 12) **Legal Jurisdiction** - This Agreement has been entered into in the State of Florida and shall be governed and construed in accordance with the laws of the State of Florida. Any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Hillsborough County or Pinellas County, Florida. The prevailing party in any action brought to enforce any provision of this Agreement shall be entitled to an award of reasonable attorney's fees, including fees incurred on appeal, in bankruptcy proceedings, or before any other tribunal.
- 13) **Force Majeure** - BTL shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or similar causes beyond its control.

Client Initials: \_\_\_\_\_