

WILDBLUE

**COMMUNITY DEVELOPMENT
DISTRICT**

January 4, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

WildBlue Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

December 28, 2023

Board of Supervisors
WildBlue Community Development District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the WildBlue Community Development District will hold a Regular Meeting on January 4, 2024 at 10:00 a.m., at the offices of Barraco & Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901. The agenda is as follows:


1. Call to Order/Roll Call
2. Public Comments: *Agenda Items (3 Minutes Per Speaker)*
3. Update: Lake Bank Erosion Repair Project
4. Consideration of J&M Marine Construction Bid Package for Hurricane Ian Lake Bank Cleanup Project
5. Consideration of Resolution 2024-01, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date
6. Consideration of New Meeting Location
7. Acceptance of Unaudited Financial Statements as of October 31, 2023
8. Approval of December 7, 2023 Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Barraco and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 1, 2024 at 10:00 AM

○ QUORUM CHECK

SEAT 1	AARON MILOSEVIC	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	CHRISTOPHER HASTY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	BARRY ERNST	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	DAVID MEYERS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 10. Board Members' Comments/Requests
- 11. Public Comments *Non-Agenda Items (3 Minutes Per Speaker)*
- 12. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,

 Chesley E. Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

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To: Chuck Adams <adamsc@whhassociates.com>; Haber, Wesley S. <Wesley.Haber@KutakRock.com>

Cc: Carl A. Barraco <CarlB@barraco.net>; Doug Tarn <dougt@barraco.net>

Subject: WildBlue CDD Hurricane Ian lake bank cleanup bid opening summary

Good morning,

In accordance with the overall bid schedule for the Wildblue CDD Hurricane Ian lake bank cleanup project, the bid opening was held at Barraco and Associates, Inc. this morning (12/15/2023) at 10:00 am. One bid package was received by the deadline, by J&M Marine Construction; the bid package was provided in a sealed opaque envelope, with one original and four copies, as specified per the project manual. Note the electronic copy of the bid was provided via an emailed attachment to both Carl and I prior to the deadline, and in an effort to uphold the bid opening process, neither of us opened the attachment prior to the scheduled bid opening.

The sealed bid provided by J&M Marine Construction was opened and reviewed at the time of the bid opening. The schedule of values provided by J&M Marine Construction did not follow the guidelines provided within the project manual, but instead provided the following line items and associated costs:

Mobilization/Demobilization: \$2,000
Retaining Wall Removal and Disposal: \$95,600
Additional Insurance Requirements: \$24,500

Total Cost: \$120,100

Please advise how you would like to proceed.

Thank you,

Frank Savage
Senior Project Manager
Barraco and Associates, Inc.
Civil Engineers ~ Land Surveyors ~ Planners
2271 McGregor Boulevard, Suite 100
Fort Myers, FL 33901
(239) 461-3170 Phone
(239) 461-3169 Fax

File: 23620

In order to use electronic files provided by Barraco and Associates, Inc. you must agree to the following:

In accepting and utilizing any drawings or other electronic data provided by Barraco and Associates, Inc., the recipient agrees that all such drawings and data are instruments of service of Barraco and Associates, Inc., who shall be deemed the author of the drawings and data, and shall retain all common law, statutory and other rights, including copyrights. Any inconsistencies the recipient discovers will be reported to Barraco and Associates, Inc. and will be corrected by Barraco and Associates, Inc.

The recipient accepts responsibility for confirming with Barraco and Associates, Inc. that the electronic file is current at the time of use by

OFFICIAL PROPOSAL FORM
WILDBLUE COMMUNITY DEVELOPMENT DISTRICT
HURRICANE IAN LAKE BANK CLEANUP PROJECT

This project generally includes, but is not limited to, the safe removal and disposal of those portions of the retaining wall that are currently serving no benefit to the stability of the lake banks, or appear to be a safety hazard, while allowing those remaining stable portions of the retaining wall to remain in place, as more particularly described in the Project Manual and in accordance with the plans and specifications.

TO BE SUBMITTED TO:

WildBlue Community Development District
c/o District Engineer
2271 McGregor Boulevard
Fort Myers, Florida 33901

on or before December 15, 2023, at 10:00 a.m.

WHEREUPON PUBLIC OPENING WILL TAKE PLACE

TO: WildBlue Community Development District

FROM:

J&M Marine Construction
(Proposer)

In accordance with the District Request for Proposals inviting proposals for **Construction Services for WildBlue Community Development District Hurricane Ian Lake Bank Cleanup Project** the undersigned proposes to provide all work necessary to identify and safely remove and dispose of those portions of the retaining wall that are currently serving no benefit to the stability of the lake banks, or appear to be a safety hazard, while allowing those remaining stable portions of the retaining wall to remain in place, including but not limited to mobilization, temporary erosion and pollution control, maintenance and restoration of staging and access areas, protection and restoration of property and utilities, etc. as shown on the Plans prepared by Barraco and Associates, Inc. ("Plans") and in accordance with the WildBlue Community Development District, applicable water management district, Lee County, and all other applicable regulatory and governmental entities Standards and Specifications and the permits.

All Proposals shall be for complete Work in accordance with the Plans. Qualified or partial Proposals will be considered non-responsive.

THE UNDERSIGNED PROPOSER, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and


having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Proposal Summary.

DOCUMENTS AND ADDENDA

The Proposer submits that he has carefully examined the site of the proposed Work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, Amendments, General Conditions, the Specifications and all other components of the Contract Documents and acknowledges that the following addenda covering revisions to thereto, and the cost, if any, of such revisions has been included in the enclosed Pricing Amount(s).

Addendum No. _____ Dated: ____/____/____
 Addendum No. _____ Dated: ____/____/____
 Addendum No. _____ Dated: ____/____/____
 Addendum No. _____ Dated: ____/____/____

UNDERSIGNED PROPOSER has caused this Official Proposal Form to be signed on this 14th day of December, 2023.

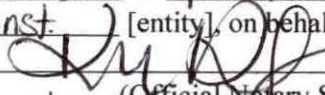


 (Signed) Jeff Maroon

 (Print Name of Signatory)

[Corporate Seal]

Sworn to and subscribed before me by means of physical presence or online notarization this 14th day of December, 2023, by Jeff Maroon, as president [title/official capacity] of J.M. Marine Const. [entity], on behalf of company.



 (Official Notary Signature)
 Name: Jeff MAROON
 Personally Known
 OR Produced Identification _____



CERTIFICATE AS TO CORPORATE PRINCIPAL
WILDBLUE COMMUNITY DEVELOPMENT DISTRICT
HURRICANE IAN LAKE BANK CLEANUP PROJECT

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

	_____ Secretary	_____ Corporate Seal
STATE OF FLORIDA)	
)	SS
COUNTY OF _____)	

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of WildBlue Community Development District.

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____, as _____ [title/official capacity] of _____ [entity].

	_____ (Official Notary Signature)
	Name: _____
	Personally Known _____
	OR Produced Identification _____
	Type of Identification _____

[Notary Seal]

(Attach Power of Attorney to Financial Statement of Surety Company)

Unknown

AFFIDAVIT FOR CORPORATION
WILDBLUE COMMUNITY DEVELOPMENT DISTRICT
HURRICANE IAN LAKE BANK CLEANUP PROJECT

STATE OF FLORIDA)
) SS
 COUNTY OF COLLIER)

President (title) of the Jim Marine Construction
 (a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

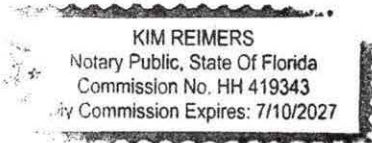
[Signature]
 (Officer must also sign here)

CORPORATE SEAL

Sworn to and subscribed before me by means of physical presence or online notarization this 14th
 day of December, 2023, by Jeff Maroon, as president
 [title/official capacity] of Jim Marine Const [entity].

[Signature]
 (Official Notary Signature)
 Name: Jeff Maroon
 Personally Known
 OR Produced Identification _____
 Type of Identification _____

[Notary Seal]

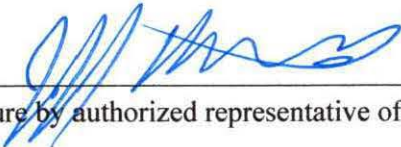


AFFIDAVIT OF NON-COLLUSION
WILDBLUE COMMUNITY DEVELOPMENT DISTRICT
HURRICANE IAN LAKE BANK CLEANUP PROJECT

STATE OF FLORIDA
COUNTY OF _____

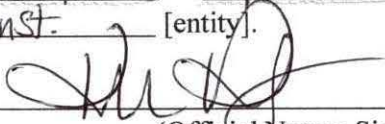
I, Jeff Maroon, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a officer (officer or principal) in the firm of J&M Marine Construction, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 14th day of December 2023.



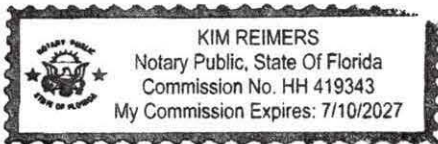
Signature by authorized representative of Proposer

Sworn to and subscribed before me by means of physical presence or online notarization this 14th day of December, 2023, by Jeff Maroon, as president [title/official capacity] of J&M Marine Const. [entity].



(Official Notary Signature)
Name: Jeff Maroon
Personally Known X
OR Produced Identification _____
Type of Identification _____

[Notary Seal]



MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT
WILDBLUE COMMUNITY DEVELOPMENT DISTRICT
HURRICANE IAN LAKE BANK CLEANUP PROJECT

Contractor: J&M Marine Construction

Contact: Jeff Maroun

Address: 2496 Kirkwood Ave. Naples FL 34112

Phone: 239-353-7326 Fax: _____ Email: JMaroun@JmMarineConstruction.com

Typical Work Description: Construction Services will include the provision construction services for the safe removal and disposal of those portions of the retaining wall that are currently serving no benefit to the stability of the lake banks, or appear to be a safety hazard, while allowing those remaining stable portions of the retaining wall to remain in place

Owner: WildBlue Community Development District

Minimum Qualifications: Proposers for the WildBlue Community Development District ("District") projects shall have the following minimum qualifications:

- (1) Applicant will have constructed three (3) projects similar in quality and scope with a minimum of \$1,000,000 in total construction cost within the last (3) years.
- (2) Applicant must have the capacity to provide payment and performance bonds in an amount equal to the total contract price from a Surety Company acceptable to the District.
- (3) Applicant is authorized to do business in the State of Florida.
- (4) Applicant is a licensed general contractor in the State of Florida and registered in Lee County.

The District reserves the right to waive any of the minimum qualifications or to waive any informalities or irregularities in the qualifications as deemed to be in the best interests of the District.

Certification: I hereby certify that the applicant meets or exceeds the minimum qualifications identified above. I further acknowledge that despite meeting the minimum qualifications above, the District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the WildBlue Community Development District projects based upon the Determination of Qualified Prospective Bidder information contained herein.

[signatures on next page]

Jeff Maroon

Contractor Name

President

Contractor Title

12/15/23

Date

Sworn to and subscribed before me by means of physical presence or online notarization this 14th day of DECEMBER, 2023, by Jeff Maroon, as president [title/official capacity] of J.M. Marine Const [entity].

[Handwritten Signature]

(Official Notary Signature)

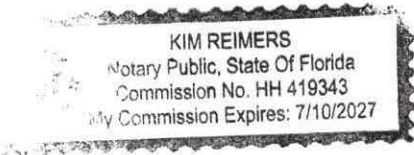
Name: JEFF MAROON

Personally Known Y

OR Produced Identification _____

Type of Identification _____

[Notary Seal]



SPECIAL CONDITIONS

WILDBLUE COMMUNITY DEVELOPMENT DISTRICT HURRICANE IAN LAKE BANK CLEANUP PROJECT

1. USE OF PREMISES -

1.1 Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not encumber the premises with construction equipment or damage to any such land or area, or to the Owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such Owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and anyone directly or indirectly employed by any of them from and against all claims, costs, losses, and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such Owner or occupant against Owner or any other party indemnified hereunder to the extent caused by or based upon contractor's performance of the Work.

1.2 During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the site clean and ready for use by the District at Substantial Completion of the Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

1.3 The Owner assumes no responsibility for conditions under which the Work must be performed and shall not be held liable for damages to any person for delays in the Project or interferences in the Project regardless of how caused, except for those directly caused by Owner negligence or willful acts.

1.4 The Contractor's personnel shall adhere to all rules, regulations and security measures as required by the District. Specific attention is called to, but not limited to the following conditions:

1. The limit of the construction area will be within the limits of construction indicated on the Contract Drawings, plus access areas. Construction personnel are limited to this area only and are not permitted in any other areas.
2. During execution of the Work of this Project, the Contractor shall maintain access to all other sites within the development to the extent that Contractor's work affects access to these areas at all times during the Work. This shall include modifying driving surfaces or accesses as necessary to allow access for users outside of the limits of construction.
3. Contractors employees and subcontractors employees are to conduct themselves in a professional manner at all times including proper attire (shirts and appropriate foot ware must be worn). Fighting, gambling, horseplay, whistling, possession of or drinking of alcoholic beverages, possession of or the use of illegal drugs, firearms or failure to follow safety regulations will serve as cause for the immediate and permanent removal of the involved individuals from the Project.

2.0 PROJECT MEETINGS

2.1 The Contractor shall hold an initial coordination meeting with the Owner and Engineer (Pre Construction Meeting) on or about _____, 2023 at a place to be mutually agreed on at which the parties will finalize and agree upon the logistics plan for the Project. During the initial meeting, Contractor shall provide all available As-builts, as well as, a Site Logistics Plan, which depicts construction phasing, scheduling, and temporary measures, as necessary.

2.1 The Engineer agrees to hold and record weekly job meetings at a time and place to be mutually agreed on at the first organization meeting. Contractor's representative shall have the authority to make policy decisions. Meetings may become less frequent as the project progresses and will be at the discretion of the Engineer and Owner.

2.2 Responsible representatives of the Owner, Engineer and Contractor shall attend.

2.3 Attendance is expected regularly and on time so that business can be conducted as quickly as possible.

2.4 Such meetings shall discuss scheduling, Work progress and any problem arising from the Work, particularly involving more than one subcontractor and/or utility company. The meeting shall not be used for required Contractor coordination responsibilities.

2.5 The Engineer shall be responsible for keeping minutes and shall include in the minutes of job meetings all circumstances that may bear on the progress of the Work, including without limitation dates of letting subcontracts, ordering and delivery of materials, weather conditions or other unusual circumstances that may cause difficulty or delay. In addition, the contractor shall be responsible for keeping and providing updated change order, RFI and submittal logs for review and reference at each weekly meeting.

2.6 Meeting minutes and all logs are to be distributed to all attendees prior to the next progress meeting.

2.7 Immediately prior to each meeting, Contractor must complete a "Two Week Look Ahead" bar chart schedule for the purposes of review during the meeting. This bar chart should include the following types of activities:

- 1 Construction activities
- 2 Major equipment/material deliveries
- 3 Significant milestones (e.g., piping complete, manhole installation date, etc.)
- 4 Deadlines for supplemental information required by Contractor

3.0 SAFETY AND SECURITY

3.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 1 All persons on the Project Site or who may be affected by the Work;
- 2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and
- 3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

3.2 Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner of adjacent property and of Underground Facilities and utility Districts when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

3.3 Contractor shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

3.4 Contractor shall provide for the safety and protection of the Contractor's own Work, including the covering of any holes, open trenches etc., so as to avoid all safety hazards. The Contractor is solely responsible for compliance with all local and national safety regulations and requirements.

3.5 Prior to starting work on the Project, the Contractor and subcontractors shall meet with their employees to apprise them of the safety requirements. Minutes from this meeting shall be provided to the District and Engineer.

3.6 INTENTIONALLY DELETED

3.7 The Contractor is responsible for providing an adequate number of approved NAPA fire extinguishers for the Project Site. An approved extinguisher, shielding curtains, and screens must be provided at welding and cutting equipment at all times. All fire extinguishers are to be serviced and maintained in accordance with NAPA requirements.

3.8 INTENTIONALLY DELETED

3.9 INTENTIONALLY DELETED

3.10 Contractor shall be responsible for ensuring that his employees, subs, visitors and agency comply with OSHA and other regulatory agencies at all times.

3.11 Contractors shall provide adequate tools and equipment for the safe performance of the Work. Equipment must meet OSHA standards. The metal non-current carrying parts of all electrical appliances must be grounded.

3.12 The Contractor is expected to provide first aid equipment and trained personnel for his employees, as defined in the OSHA Standards. The Contractor must post a list containing names and phone numbers of first aid person, doctor, hospital, and ambulance at the Project Site.

3.13 In the event the Contractor discovers hazardous materials or hazardous conditions at the Project Site, the Contractor is to immediately cease work and vacate that area and contact the District for further instructions.

3.14 If the Contractor notices any safety violations at the Project Site, the Contractor shall immediately notify the Engineer and District. In the event of an accident on the contractor's work site, the contractor must immediately notify the Engineer and District and follow up within 24 hours with a written description of the event.

3.15 The Contractor is expected to conform to all local and OSHA trenching regulations and safety standards related to excavation and earthwork.

4.0 CLEANING

4.1 The Contractor and each subcontractor shall conduct daily inspections to verify that requirements of cleanliness are being met.

4.2 The Contractor and each subcontractor and subcontractor shall be responsible for the daily removal and disposition of all salvage items, demolition debris, and all other items, equipment, apparatus, fixtures, wiring conduit, piping, and the like scheduled to be removed. In addition, the contractor shall provide street sweeping at intervals necessary to keep pavement and curb clear of dirt and debris.

4.3 The Contractor and each subcontractor shall be responsible for all cleaning in connection with his own work and shall deposit all trash (including wrappers, crating, waste or debris) resulting from his Work. Any combustible material approved to be stored on the Project Site shall be secured and accounted for on a daily basis.

4.4 The Contractor shall arrange space for workmen's lunches, provide rubbish containers for miscellaneous trash and keep premises clean and remove all debris at the end of each working day.

4.5 If the Contractor fails to clean up his trash within one (1) working day after being requested in writing to do so by the Owner, the Owner may complete the necessary clean up and deduct the cost thereof from any payment due the Contractor.

4.6 Omitted.

5.0 TESTS AND INSPECTIONS

5.1 Contractor shall give Engineer or other testing group so designated by the Owner, timely notice of readiness of the Work for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspection or tests.

5.2 Unless provided for otherwise in the Construction Contract and Contract Documents, The Owner shall employ and pay for the services of an independent testing laboratory to perform geotechnical testing and the Contractor will provide all inspections, tests, or approval required for systems related to the work and will be responsible for the cost of but not be limited to the following:

- 1 for inspections, tests, or approval covered by paragraph 5.4 below;
- 2 those costs incurred in connection with tests or inspections conducted pursuant to paragraph 5.7 below shall be paid as provided in said paragraph 5.7; and
- 3 as otherwise specifically provided in the Contract Documents.

5.3 If Laws or Regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer and Owner the required certificates of inspection, or approval. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner and Engineer's acceptance of materials or equipment to be incorporated in the work, or of materials, mix, designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

5.4 If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

5.5 Uncovering Work as provided in paragraph 5.4 shall be at Contractor's expense, unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

5.6 If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

5.7 If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, Contractor shall pay all claims, costs, losses and damages caused by, arising out of, or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of Work of others); and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction of the work.

5.8 Contractor shall be responsible for contacting Owner testing service/engineer each and every time the Contractor's Work requires testing or observation in accordance with the Contract Documents. Contractor shall give testing engineer a minimum of 24 hours notice.

6.0 PERMITS

6.1 The Owner shall pay all fees for approved construction plans (including impact fees as appropriate) directly related to this construction however, all other permits as described in Section 3.7 of the General Conditions and inspection fees (to the extent not paid by Owner) shall be the responsibility of the Contractor.

6.2 Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither District nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

6.3 If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

6.4 Prior to commencement of the Work, Contractor is responsible to obtain complete and valid copies of all construction permits related to the Work from Owner and/or Engineer. Contractor must perform the Work in accordance with all of the conditions and requirements of the construction related to the Work. Such permits specifically include, but are not limited to permits from Charlotte County, South Florida Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation and the Army Corps of Engineers.

7.0 CONTRACTOR'S RESPONSIBILITY TO MANAGE

7.1 Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the

Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the District or Engineer to pay or to see to the payment of any monies due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.

7.2 Contractor shall be solely responsible for scheduling and coordinating the Work of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all subcontractors, suppliers, and such other persons and organizations performing or furnishing any of the Work to communicate with the Engineer through the Contractor.

9.0 SOIL MANAGEMENT

9.1 Omitted.

9.2 Contractor shall not be allowed to excavate below the final grades shown at the designated elevations on the grading plan without the prior written approval of the Owner.

9.3 Omitted.

9.4 Omitted.

9.5 The Contractor shall prevent surface water and subsurface of ground water from flowing into excavations and from flooding project site and surrounding areas.

9.6 Contractor shall not allow water to accumulate in excavations. The Contractor shall remove water to prevent soil changes detrimental to stability of subgrades. The Contractor shall provide and maintain pumps, well points, sumps, suction and discharge lines, erosion control and other dewatering system components necessary to convey water away from excavations at Contractor's sole expense.

9.7 Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rain water and water removed from excavations to collecting or run-off areas. The use of trench excavations as temporary drainage ditches is prohibited.

9.8 SPECIAL EROSION CONTROL MEASURES

9.8.1 Construction activity within the Project shall be conducted in accordance with a stormwater pollution prevention plan developed pursuant to the FDEP NPDES permit program.

9.8.2 Copies of the stormwater pollution prevention plans and the FDEP NPDES permit shall be provided to the Engineer, Owner and the Florida Department of Environmental Protection.

9.8.3 Owner and Engineer independent from Contractor will also inspect silt fencing and other erosion control measures. The Owner and Engineer will provide the Contractor with written notification of any repairs or additions that must be made to the Contractor's erosion control measures. Contractor must complete repairs or additions within 24 hours of receipt of written notification. If Contractor fails to complete repairs or additions within such time period, the Contractor will be fined \$500 for each such failure to respond.

10.2.1 [INTENTIONALLY OMITTED]

11.0 UTILITY COORDINATION

11.1 Contractor is responsible for coordinating the Work with any and all governmental agencies, utility companies, other contractors and service providers that are providing or serving utilities to the Project.

11.2 Omitted.

11.3 The Contractor is responsible for facilitation of schedule and site accommodation of works related to the placement of new infrastructure by Sumter Electric Cooperative Inc. and/or designated contractors and all other utility providers working within the Project. The Owner will be responsible for coordination of work between Contractor and various utility providers. The Contractor is expected to accommodate the utility work and to not unnecessarily impede its progress.

11.4 Florida Law (F.S. 553.851) Protection of Underground Pipelines mandates that “no excavator shall commence or perform any excavation in any public or private street, alley, right-of-way dedicated to the public use, or gas utility easement without first obtaining information concerning the possible location of gas pipelines in the area of the proposed excavation.” This includes any operation utilizing hand tools or power tools which moves or removes any structure, earth, rock, or other mass of material by such methods as digging, backfilling, demolition, grading, ditching, drilling, boring and cable plowing. The Contractor must notify the gas utility a minimum of 48 hours and a maximum of 5 days prior to excavating (excluding Saturdays, Sundays, and legal holidays).

12.0 Omitted

13.0 HARDSCAPE/LANDSCAPE/IRRIGATION COORDINATION

13.1 Omitted

14.0 Omitted

14.1 Omitted.

15.0 AIR QUALITY

15.1 The following fugitive dust control measures shall be undertaken during all construction activities throughout buildout of the project:

- a) Contractors will moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;
- b) Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion; and
- c) Contractors will utilize the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators.

16.0 INTENTIONALLY DELETED

17.0 MISCELLANEOUS

17.1 Contractor is advised that DANGER exists on and off of the site. Live underground electrical power lines may exist within the rights-of-way of existing and new roadways. Proper safety precautions must be taken when working at all times. Contractor shall contact locating company to perform said locates prior to any work taking place.

17.2 Contractor is advised that there are existing utilities located (beyond electric) within the project limits. The Contractor is responsible for locating these utilities and solely responsible for any damage caused to utility. Contractor is responsible for obtaining as-builts which may or may not exist for utility in the vicinity of this project.

17.3 The Contractor is advised that construction of homes within or in adjacent phases of this project maybe underway. The Owner anticipates home builders will access the site prior to substantial completion. The Contractor agrees to provide access to the building sites for early home construction and will provide coordination of his work to accommodate to the extent possible the construction of homes within the project. Home builder's vehicles and equipment will be utilizing the streets and roadways.

17.4 INTENTIONALLY DELETED

17.5 INTENTIONALLY DELETED

17.6 Owner shall call a special coordination meeting with the Contractor, Builder and the Engineer prior to early construction of homes within the project.

17.7 INTENTIONALLY DELETED

17.8 INTENTIONALLY DELETED

17.9 Omitted.

18.0 ENVIRONMENTALLY SENSITIVE CONSTRUCTION

18.1 The Contractor is advised that construction of this project is environmentally sensitive. The Contractor is solely responsible for protection of environmentally sensitive areas during the Work. Accordingly, the following guidelines shall be strictly adhered to:

18.2 Prior to start of Construction, the Contractor shall delineate and mark all Construction Limits in accordance with the construction drawings. The Contractor shall not exceed those limits for any of his operations.

18.3 Contractor shall monitor erosion control on a daily basis and provide a written log to the Owner at the end of each week during the entire construction period.

18.4 The Contractor shall obtain a testing lab to monitor dewatering and verify that discharge limits to offsite areas are in compliance with the Surface Water Quality Monitoring Plan. Once Construction is started, Contractor shall frequently take downstream turbidity tests to insure original turbidity level is maintained.

19 CLEARING

19.1 Omitted.

END OF SPECIAL CONDITIONS

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, SCRUTINIZED
COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST,
SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST,
OR COMPANIES ENGAGED IN A BOYCOTT OF ISRAEL**

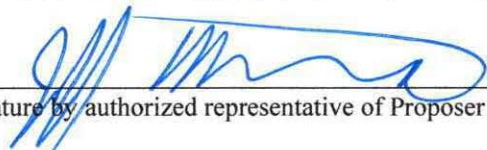
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to WildBlue Community Development District
by Jeff Maroon President
(print individual's name and title)
for J&M Marine Construction
(print name of entity submitting sworn statement)
whose business address is 2496 Kirkwood Ave. Naples FL 34112

2. I understand that, subject to limited exemptions, section 287.185, Florida Statutes, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or (c) is engaged in business operations in Cuba or Syria.

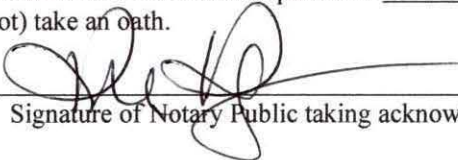
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the WildBlue Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

4. If awarded the Contract, the entity will immediately notify the WildBlue Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

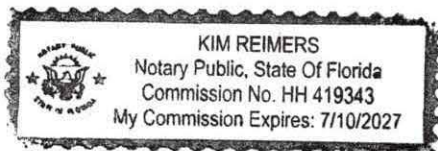

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 14th day of December, 2023, by Jeff Maroon, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.


Signature of Notary Public taking acknowledgement

My Commission Expires: 7/10/2027
(SEAL)



**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
REGARDING PUBLIC ENTITY CRIMES**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to WildBlue Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of President for JJM Marine Construction ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 2496 Kirkwood Ave. Myrtle
FL 34112
4. Contractor's Federal Employer Identification Number (FEIN) is 650979046
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

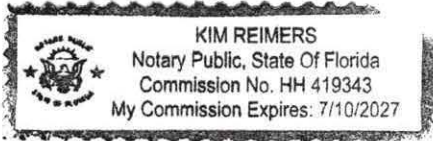
Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 14th day of December, 2023.

Contractor: Jam Maine Construction
By: Jeff Mangun
Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14th day of December, 2023, by Jeff Mangun of J&M Maine, who is personally known to me or who has produced PERSONALLY KNOWN as identification, and did [] or did not [] take the oath.





Notary Public, State of Florida
Print Name: Kim Reimers
Commission No.: HH 419343
My Commission Expires: 7/10/2027

**WILDBLUE COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 2023.

Contractor: _____
By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Unknown

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**WILDBLUE COMMUNITY DEVELOPMENT DISTRICT
TRENCH SAFETY ACT COMPLIANCE STATEMENT**

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2023.

Contractor: _____
By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Unknown

**ORGANIZATION INFORMATION OF PROPOSER
WILDBLUE COMMUNITY DEVELOPMENT DISTRICT
HURRICANE IAN LAKE BANK CLEANUP PROJECT**

DATE SUBMITTED: 12/15, 2023

1. Proposer Jam Marine Construction A Individual
(Company Name) A Partnership
 A Limited Liability Company
 A Corporation
 A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable)

3. Proposer's Parent Company Address (if applicable)

Street Address 2496 Kirkwood Ave.

P.O. Box (if any) _____

City Naples State FL Zip Code 34112

Telephone 239-353-7326 Fax No. _____

1st Contact Name Jeff Meroun Title President

2nd Contact Name Jeff Reimers Title EVP

4. Proposer Company Address (if different)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

6. Is the Proposer incorporated in the State of Florida? Yes No

If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations?

Yes No

If no, please explain _____

Date Incorporated 1999
Charter No. _____

6.1 If no, provide the following:

The state in which the Proposer company is incorporated _____

Is the company in good standing with the state? Yes No

If no, please explain _____

Date incorporated _____
Charter No. _____

7. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes No

7.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

Marine Contractor

License No. MR00109L Expiration Date 2024

Qualifying Individual Jeff Meroun Title President

List company(ies) currently qualified under this license _____

7.2 Is the Proposer company a registered or licensed Contractor with Lee County?
Yes No

7.3 Has the Proposer company performed work for a special district previously? Yes
No

8. Name of Proposer's Bonding Company

Liberty Mutual
Address _____

Approved Bonding Capacities: Aggregate Limit: \$ _____
Single Project Limit: \$ _____
Total Current Contracts Bonded \$ _____

9. Name of Proposer's Bonding Agency: Gallagher Ins.
Address: _____
Telephone number: _____ Contact Name: _____

10. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (20) _____,
(21) _____, (22) _____.

11. What are the Proposer's company's current insurance limits?
General Liability \$ 1,000,000
Automobile Liability \$ 1,000,000
Workers Compensation \$ 1,000,000
Expiration Date 2024

12. Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes () No (X)

If yes, please describe each violation fine, and resolution _____

What is the Proposer's current worker compensation rating? .87

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes () No (X)

If yes, please describe the incident: _____

13. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No (X)

If so, state the name(s) of the company(ies) _____

The state, local or federal entity(ies) with whom barred or suspended _____

State the period(s) of debarment or suspension _____

14. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Jeff Moran	President	Maine Construction	28	25	Owner
Eryn Kobel	Superintendent	"	20	10	Supervision

15. Have you ever failed to complete any work awarded to you? Yes No

If so, where and why? _____

16. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?

Yes No

If so, state name of individual, other organization and reason therefore _____

17. List any and all litigation to which the organization has been a party in the last five (5) years.

18. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes No

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

19. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time?
Yes No

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

20. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).

Mirage on the Gulf

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by WildBlue Community Development District, or its authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the WildBlue Community Development District, should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

By: _____

Jeff Mason

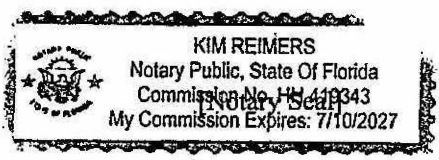
(Type Name and Title of Person Signing)

This 14th day of December, 2023.

(Corporate Seal)

Sworn to and subscribed before me by means of physical presence or online notarization this day of 14th
December, 2023, by Jeff Maroon, as president [title/official
capacity] of J.M. Manne Const [entity].

[Handwritten Signature]
(Official Notary Signature)



Name: Jeff MAROON
Personally Known
OR Produced Identification _____
Type of Identification _____

TIME OF COMMENCEMENT, COMPLETION, AND PROJECT SCHEDULE

Time is of the essence for the construction of this project. The Proposer shall prepare its proposal based on a construction schedule submitted by the Proposer. The Proposer agrees that the Work contained within the Contract Documents shall reach **Substantial Completion** within **30** calendar days (Proposer to provide) and reach **Final Completion** not later than **thirty (30)** calendar days after the deadline for reaching Substantial Completion (hereinafter called "Time of Completion" or "Contract Time"). Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed, by Change Order, under the Construction Contract, the adjusted time limits shall be of the essence of the Construction Contract.

The Proposer shall provide the time for Substantial Completion above and submit a detailed construction schedule with the Proposal that outlines time frames for major work items. **This time for Substantial Completion and schedule will be used in the Proposal Evaluation.**

"**Substantial Completion**" for each portion of the work shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued certificates of completion, as applicable, and have signed off on all final inspections with respect to each portion of the Work and the District is able to utilize the Work set forth in the Contract Documents for the intended purpose. Notwithstanding anything to the contrary contained herein, Proposer shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, the District shall comply with all of its obligations required by the issuing authority in order to enable the Proposer to obtain such Certificate.

GENERAL AGREEMENTS

The Proposer agrees to all terms and conditions as provided in this Project Manual, including but not limited to provisions in Section 25, Acknowledgments, of the Instructions to Proposers contained in the Project Manual.

CIVIL RIGHTS

Signing the Proposal is certification that the Proposer does not, or will not, discriminate against any employee on the basis of race, religion, color, sex or national origin. The Proposer further certifies that the Proposer does not maintain or provide for employee facilities which are segregated on any of the above categories.

SCHEDULE OF VALUES

Wild Blue Community Development District

Hurricane Ian Cleanup Project

BIDDER: J & M Marine Construction

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization/Demobilization	1	1	\$ 2,000.00	\$ 2,000.00
2	Retaining Wall Removal & Disposal	1	1	\$ 95,600.00	\$ 95,600.00
3	Additional Insurance Requirements	1	1	\$ 24,500.00	\$ 24,500.00
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
				TOTAL COST	\$ 120,100.00

WRITTEN COST \$ One Hundred Twenty Thousand One Hundred Dollars

Estimated Project Duration: 30 days

OPTIONS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
					\$ -

CONTRACTOR NOTES:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2023

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

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

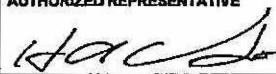
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1395 Panther Lane Suite 100 Naples FL 34109	CONTACT NAME: Kaely Maldonado	
	PHONE (A/C, No, Ext): 12392627171	FAX (A/C, No): 239-262-5360
E-MAIL ADDRESS: Kaely_Maldonado@alg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Navigators Insurance Company		42307
INSURER B: Benchmark Insurance Company		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1701649639 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NY23MPKZODNCV01	3/5/2023	3/5/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC230011101	3/5/2023	3/5/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	Includes USL&H
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Floater - Inland Marine			NY23MPKZODNCV01	3/5/2023	3/5/2024	Limit	\$175,000

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

CERTIFICATE HOLDER Lee County, Florida.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 03/05/2023

Policy No.: MWC2300111-01

Endorsement No.

Insured: J & M Boatlift & Repair, Inc.

Premium:

Insurance Company: Benchmark Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
BLANKET ADDITIONAL ASSURED / BLANKET WAIVER OF SUBROGATION

This endorsement modifies coverage provided under the following:

MARINE GENERAL LIABILITY COVERAGE POLICY - NAVG-MGL01 (Ed. 08/13)

Premium: Included

I. Section II - Who Is An Assured is amended to include as an additional assured any person or organization to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy or who is added by endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations and completed operations; or
- B. In connection with your premises owned by or rented to you.

II. The following is added to Paragraph 9. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization for whom the Named Assured is required to waive subrogation.

This waiver of subrogation will apply only when the waiver is issued prior to an "Occurrence".

III. Coverage under this endorsement only applies if:

- A. An "occurrence" and the "bodily injury" or "property damage" it causes occur; or
- B. An "offense" occurs, on or after the effective date of the endorsement, but before the end of the policy period.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

NAVG-MGL26 (Ed. 08/13)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2023

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

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

PRODUCER Brian Glaeser, Agent 3765 Airport Rd N, Suite 101 Naples, FL 34105	CONTACT NAME: PHONE (A/C, No, Ext): 239-774-0665 FAX (A/C, No): 239-774-5581 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : State Farm Mutual Automobile Insurance Company 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

INSURED

J & M Boatlift & Repair
 2496 Kirkwood Ave
 Naples, FL 34119

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		D32 1625-E15-59H	11/15/2023	05/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Lee County, Florida	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CORPORATE OFFICERS

Company Name J & M Marine Construction

Date 12/14/23

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Jeff Maroon	President		
Jeff Reimers	VPE		
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name J & M Marine Construction

Date 12/14/23

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Jeff Maroon	President	Oversite of all jobs	25	30
Eryn Kobel	Supervisor	Daily Job oversite	20	13
Jeff Reimers	VPE	Oversite of all jobs	2	28

COMPANY OWNED MAJOR EQUIPMENT (Attach additional sheets if necessary)

Company Name J & M Marine Construction

Date 12/14/23

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER
1	Cat 313	30,000	Florida	
1	Linkbelt	20,000	Florida	
1	Takeuchi	12,000	Florida	
1	Barge	24x36	Florida	
1	Barge	16x24	Florida	
1	Barge	16x20	Florida	
1	Barge	10x30	Florida	
1	Crane truck	30,000	Florida	

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name J & M Marine Construction

Date 12/14/23

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to the nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
Mirage	\$ 475,000	\$ 0	\$ 0	\$ 475,000	\$ 0	12/23	1/24	5/24
Pulte/Babcock Ranch	\$ 83,000	\$ 0	\$ 0	\$ 83,000	\$ 0	7/23	2/24	2/24
Coppinger	\$ 43,000	\$ 0	\$ 0	\$ 43,000	\$ 0	1/24	1/24	1/24
Vance	\$ 55,000	\$ 0	\$ 0	\$ 55,000	\$ 0	1/24	1/24	1/24
Sakich	\$ 88,000	\$ 0	\$ 0	\$ 88,000	\$ 0	1/24	1/24	1/24
Joyce	\$ 83,000	\$ 0	\$ 0	\$ 83,000	\$ 0	2/24	2/24	2/24
Militello	\$ 45,000	\$ 0	\$ 0	\$ 45,000	\$ 0	1/24	1/24	1/24
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$ 872,000	\$			
Total Uncompleted Work on Hand					\$ 872,000			

PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name J & M Marine Construction

Date 12/14/23

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION ²	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT ³
Wild Blue Community Docks	\$275,000	Prime	Marine	2023/2023	Lennar Homes	
Wilson	\$260,000	Prime	Marine	2022/2023	Steve Wilson	
VIV	\$240,000	Prime	Marine	2022/2023	Paul Stanton	
Sunset Cay	\$145,000	Prime	Marine	2022/2022	Port-O-Islands	
Miromar Development	\$125,000	Prime	Marine	2022/2022	Miromar Lakes	
Pulte	\$140,000	Prime	Marine	2021/2022	Wild Blue	

¹Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

**LIST OF PROPOSED SUBCONTRACTORS
AND
MAJOR MATERIALS SUPPLIERS**

NAME OF SUBCONTRACTOR	ADDRESS	PROPOSED PROJECT RESPONSIBILITIES	PERCENTAGE OF CONTRACT PRICE	SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE
NONE				

END OF PROPOSAL FORM

J&M



MARINE CONSTRUCTION

PROPOSED LOGISTICS PLAN

- Mobilize staff and vehicles/equipment to location.
- Supply dumpsters onsite on vacant lots in cove area.
- Move existing barge/equipment and labor into place.
- Remove all retaining wall sections as requested by barge and place into supplied dumpsters to be hauled away. No work to be done behind homes or on land unless specifically needed.
- Complete cleanup of property as needed.
- Demobilize staff and vehicles/equipment.

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WILDBLUE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 1, 2022, the Board of Supervisors (hereinafter referred to as the “Board”) of the WildBlue Community Development District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2022/2023; and

WHEREAS, the Board desires to amend the General Fund portion of the budget previously approved for Fiscal Year 2023

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WILDBLUE COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Fiscal Year 2022/2023 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and shall be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 4th of January, 2024.

ATTEST:

WILDBLUE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2023
EFFECTIVE NOVEMBER 30, 2023**

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2023
EFFECTIVE NOVEMBER 30, 2023**

	FY 2023 Actual	Adopted Budget	Budget to Actual Variance	Proposed amendment Increase/ (Decrease)	FY 2023 Amended Budget
REVENUES					
Assessment levy: on-roll - net	\$ 628,789	\$624,611	\$ (4,178)	\$ 4,178	\$628,789
Total revenues	<u>628,789</u>	<u>637,611</u>	<u>(4,178)</u>	<u>4,178</u>	<u>628,789</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	48,000	-	-	48,000
Legal	13,439	15,000	1,561	(1,561)	13,439
Engineering	67,811	4,000	(63,811)	63,811	67,811
Audit	3,710	5,500	1,790	(1,790)	3,710
Arbitrage rebate calculation	1,000	750	(250)	250	1,000
Dissemination agent	1,000	1,000	-	-	1,000
Trustee	4,246	3,950	(296)	296	4,246
Telephone	200	200	-	-	200
Postage	403	500	97	(97)	403
Printing & binding	500	500	-	-	500
Legal advertising	2,082	1,200	(882)	882	2,082
Annual special district fee	175	175	-	-	175
Insurance	5,988	5,500	(488)	488	5,988
Contingencies/bank charges	400	1,200	800	(800)	400
Website					
Hosting	705	705	-	-	705
ADA compliance	210	210	-	-	210
Total professional & administrative	<u>149,869</u>	<u>88,390</u>	<u>(61,479)</u>	<u>61,479</u>	<u>149,869</u>
Field operations					
Field management	10,000	10,000	-	-	10,000
Aquatic maintenance	79,734	83,000	3,266	(3,266)	79,734
Conservation area maintenance	181,100	180,000	(1,100)	1,100	181,100
Conservation area monitoring & reporting	90,847	69,000	(21,847)	21,847	90,847
Hurricane Ian clean-up	62,881	-	(62,881)	62,881	62,881
Lake bank erosion repairs	46,847	109,540	62,693	(62,693)	46,847
Water level and quality reporting	-	26,000	26,000	(26,000)	-
Littoral plant replacements	25,987	20,000	(5,987)	5,987	25,987
Conservation area fence review/repairs	-	10,000	10,000	(10,000)	-
Aeration operating supplies	5,361	5,000	(361)	361	5,361
Contingencies	26,760	10,000	(16,760)	36,760	46,760
Shoreline/seawall repair and replacements	-	25,000	25,000	(25,000)	-
Total field operations	<u>529,517</u>	<u>547,540</u>	<u>18,023</u>	<u>1,977</u>	<u>549,517</u>
Other fees and charges					
Property appraiser	673	673	-	-	673
Tax collector	723	1,010	287	(287)	723
Total other fees and charges	<u>1,396</u>	<u>1,683</u>	<u>287</u>	<u>(287)</u>	<u>1,396</u>
Total expenditures	<u>680,782</u>	<u>637,613</u>	<u>(43,169)</u>	<u>63,169</u>	<u>700,782</u>
Excess/(deficiency) of revenues over/(under) expenditures	(51,993)	(2)	38,991	(58,991)	(71,993)
Fund balances - beginning	226,207	193,728	(32,479)	32,479	226,207
Fund balances - ending	<u>\$ 174,214</u>	<u>\$193,726</u>	<u>\$ 6,512</u>	<u>\$ (26,512)</u>	<u>\$154,214</u>

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2023**

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 1,507,174	\$ -	\$ -	\$ 1,507,174
Investments				
Revenue	-	534,434	-	534,434
Reserve	-	698,465	-	698,465
Construction	-	-	32,982	32,982
Principal	-	1	-	1
Due from general fund	-	954,623	-	954,623
Utility deposit	400	-	-	400
Total assets	<u>\$ 1,507,574</u>	<u>\$ 2,187,523</u>	<u>\$ 32,982</u>	<u>\$ 3,728,079</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Retainage payable	-	-	433,933	433,933.00
Due to debt service fund	954,623	-	-	954,623
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>960,623</u>	<u>-</u>	<u>433,933</u>	<u>1,394,556</u>
Fund balances:				
Restricted for:				
Debt service	-	2,187,523	-	2,187,523
Capital projects	-	-	(400,951)	(400,951)
Unassigned	546,951	-	-	546,951
Total fund balances	<u>546,951</u>	<u>2,187,523</u>	<u>(400,951)</u>	<u>2,333,523</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,507,574</u>	<u>\$ 2,187,523</u>	<u>\$ 32,982</u>	<u>\$ 3,728,079</u>
Total liabilities and fund balances	<u>\$ 1,507,574</u>	<u>\$ 2,187,523</u>	<u>\$ 32,982</u>	<u>\$ 3,728,079</u>

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 423,661	\$ 427,925	\$ 622,369	69%
Total revenues	<u>423,661</u>	<u>427,925</u>	<u>622,369</u>	69%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	8,000	48,000	17%
Legal	-	-	15,000	0%
Engineering	6,363	6,363	15,000	42%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	167	1,000	17%
Trustee	-	-	3,950	0%
Telephone	17	33	200	17%
Postage	60	104	500	21%
Printing & binding	42	83	500	17%
Legal advertising	205	205	1,200	17%
Annual special district fee	175	175	175	100%
Insurance	-	6,228	6,500	96%
Contingencies/bank charges	-	-	1,200	0%
Website				
Hosting	-	-	705	0%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>10,945</u>	<u>21,358</u>	<u>100,390</u>	21%
Field operations				
Field management	833	1,667	10,000	17%
Aquatic maintenance	6,393	12,786	78,000	16%
Conservation area maintenance	-	-	190,000	0%
Conservation area monitoring & reporting	8,350	8,350	69,000	12%
Lake bank erosion repairs	-	-	85,000	0%
Water level and quality reporting	-	-	13,000	0%
Littoral plant replacements	-	-	20,000	0%
Conservation area fence review/repairs	8,950	8,950	10,000	90%
Aeration operating supplies	632	839	7,500	11%
Contingencies	-	-	10,000	0%
Shoreline/seawall repair and replacements	-	-	25,000	0%
Total field operations	<u>25,158</u>	<u>32,592</u>	<u>517,500</u>	6%
Other fees and charges				
Property appraiser	-	-	673	0%
Tax collector	-	1,238	1,010	123%
Total other fees and charges	<u>-</u>	<u>1,238</u>	<u>1,683</u>	74%
Total expenditures	<u>36,103</u>	<u>55,188</u>	<u>619,573</u>	9%
Excess/(deficiency) of revenues over/(under) expenditures	387,558	372,737	2,796	
Fund balances - beginning	159,393	174,214	178,216	
Fund balances - ending	<u>\$ 546,951</u>	<u>\$ 546,951</u>	<u>\$ 181,012</u>	

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 947,853	\$ 954,623	\$ 1,392,509	69%
Interest	5,218	10,227	-	N/A
Total revenues	<u>953,071</u>	<u>964,850</u>	<u>1,392,509</u>	69%
EXPENDITURES				
Debt service				
Principal	-	-	480,000	0%
Interest	-	-	916,919	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>1,396,919</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	953,071	964,850	(4,410)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	<u>(16,645)</u>	<u>(16,645)</u>	-	N/A
Total other financing sources	<u>(16,645)</u>	<u>(16,645)</u>	<u>-</u>	N/A
Net change in fund balances	936,426	948,205	(4,410)	
Fund balances - beginning	<u>1,251,097</u>	<u>1,239,318</u>	<u>1,205,966</u>	
Fund balances - ending	<u><u>\$ 2,187,523</u></u>	<u><u>\$ 2,187,523</u></u>	<u><u>\$ 1,201,556</u></u>	

**WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 68	\$ 134
Total revenues	68	134
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	68	134
OTHER FINANCING SOURCES/(USES)		
Transfer in	16,645	16,645
Total other financing sources/(uses)	16,645	16,645
Net change in fund balances	16,713	16,779
Fund balances - beginning	(417,664)	(417,730)
Fund balances - ending	\$ (400,951)	\$ (400,951)

*For cost of issuance expenses funded by the Developer in advance of the bond issuance.
Developer subsequently reimbursed via construction fund monies.

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the WildBlue Community Development District held a Regular Meeting on December 7, 2023 at 10:00 a.m., at the offices of Barraco & Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901.

Present were:

Christopher Hasty	Chair
Aaron Milosevic	Assistant Secretary
David Myers	Assistant Secretary

Also present, were:

Chuck Adams	District Manager
Wes Haber (via telephone)	District Counsel
Frank Savage	District Engineer
Carl Barraco	Barraco & Associates
Christy Houston	Resident
Steve Riggs	Resident
Roseanne Duffy	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:02 a.m. Supervisors Milosevic, Hasty and Meyers were present. Supervisor Ernst was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items (3 Minutes Per Speaker)

Resident Christy Houston pointed out the following changes that should be made in the previous meeting minutes:

- Lines 23 and 152: Change "Silvner" to "Tilson"
- Line 143: Change "Ms. Duffy" to "Ms. Lambert"

Resident Steve Riggs stated he attended the previous meeting in person and was not listed as an attendee.

41

42 **THIRD ORDER OF BUSINESS**42 **Update: Retaining Wall Cleanup Project**

43

44 Mr. Adams asked for an update on the schedule for the lake bank repair erosion project.

45 Mr. Savage provided the following update:

46 ➤ Engineering contacted the contractor for the lake bank erosion remediation washouts.

47 The contractor anticipates mobilizing on January 8, 2024 There is not a detailed schedule for
48 the project yet but it is in progress and will be emailed to Staff as soon as it is ready.49 ➤ There will be a pre-construction meeting with the contractor to walk through the
50 existing washouts to verify and identify any changes since the prior rainy season.51 Mr. Adams stated, once the work commences, the Board can consider a change order if
52 one is needed.53 Asked who will disseminate the project schedule to residents, Mr. Adams stated that he
54 will email the schedule to the Board, copy Karen and have it posted on the CDD website. Mr.
55 Adams reminded everyone that this relates to the localized erosion repairs and not the linear
56 items and the schedule is subject to change.57 A resident stated she photographed areas with significant runoff damage on Blue Safire
58 in the northeast corner.

59 Mr. Adams provided the following update regarding the Retaining Wall Cleanup Project:

60 ➤ Cummins Cederberg is developing the scope of work for the project.

61 ➤ Staff recently participated in a conference call and the consensus was to take the work
62 that was done for the Blue Lake CDD, change out the exhibits, make a few other adjustments
63 and forward the documents for pricing and enter into an actual agreement to proceed with the
64 project.65 ➤ Mr. Haber has provided the form of agreement that was used for the other CDD. The
66 agreement and the scope were forwarded to Cummins Cederberg.67 ➤ Staff would like to have the Board consider approving and authorizing the agreement
68 and authorizing the Chair to sign it, in between meetings.69 ➤ Sufficient funds are in the budget to cover the expense of the project, if it comes in at
70 \$60,000 or less.

71 Mr. Haber recalled that, in prior meetings, there were discussions about a statute of
72 limitations and discussions with other parties, as it relates to cost-sharing or making a claim
73 requiring an entity to contribute to costs of the retaining wall repair project.

74 Mr. Haber stated, it is important to note, on the record, that the CDD’s use of its own
75 funds from its general account that were acquired through the collection of Operation and
76 Maintenance (O&M) assessments, should it be deemed an acknowledgement by the CDD that it
77 is waiving any claims it may have against other parties for contribution towards these
78 expenditures. He wants it in the record that, in the event that there is an issue, the minutes
79 cannot be used against the CDD, as the CDD acknowledging responsibility and waiving those
80 types of claims. This is an acknowledgement, on the record, that the District is still preserving
81 any claim it may have notwithstanding the use of these funds for this purpose.

82 Mr. Adams stated Mr. Haber’s detailed statement will be included in the minutes.

83

84 **On MOTION by Mr. Milosevic and seconded by Mr. Meyers, with all in favor,**
85 **authorizing the finalization of the scope of work and the agreement with**
86 **Cummins Cederberg, and authorizing the Chair to execute, was approved.**

87

88

89 **FOURTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of October 31, 2023**

90

91

92 The financials were accepted.

93

94 **FIFTH ORDER OF BUSINESS**

**Approval of November 9, 2023 Regular
Meeting Minutes**

95

96

97 Mr. Adams noted the earlier edits made during public comments, as follows:

98 Lines 23 and 152: Change “Silvner” to “Tilson”

99 Line 143: Change “Ms. Duffy” to “Ms. Lambert”

100 Line 25: Insert “Steve Riggs” and “Resident”

101

102 **On MOTION by Mr. Milosevic and seconded by Mr. Meyers, with all in favor,**
103 **the November 9, 2023 Regular Meeting Minutes, as amended, were approved.**

104

105

106 **SIXTH ORDER OF BUSINESS**

Staff Reports

107

108 A. District Counsel: Kutak Rock LLP

109 B. District Engineer: Barraco and Associates, Inc.

110 There were no reports from District Counsel or the District Engineer.

111 C. District Manager: Wrathell, Hunt and Associates, LLC

112 Mr. Adams wished everyone a happy holiday season.

- 113 • NEXT MEETING DATE: January 4, 2024 at 10:00 A.M.

- 114 ○ QUORUM CHECK

115

116 SEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

117

118 Mr. Meyers stated, after the feedback from the last meeting, a temporary survey link
 119 was placed on the CDD website and the survey regarding the CDD purchasing the commercial
 120 lease property up front was sent to 542 email addresses. He reviewed the survey questions and
 121 responses. Although the final results are not tabulated, the consensus is to not purchase the
 122 property.

123 A Board Member asked about moving the CDD meetings to Wild Blue proper and asked
 124 if a public notice is advertised for each meeting. Mr. Adams stated, if the venue changes, a
 125 blanket public notice will be advertised for the remainder of the fiscal year. He suggested
 126 holding the next meeting at the current location and deciding on the meeting schedule then.

127 Discussion ensued regarding whether to hold meetings in the card room or the
 128 restaurant space and a December 15, 2023 Bid Opening meeting for the retaining wall removal
 129 project.

130

131 EIGHTH ORDER OF BUSINESS

Public Comments Non-Agenda Items (3
Minutes Per Speaker)

132

133

134 A resident asked for an update on the land acquisition for the Aliko widening project.
 135 Mr. Hasty stated the Developer enlisted Eminent Domain Counsel and the County sent a
 136 document listing what it would like to acquire, including two lakes and a temporary easement
 137 over the lakes; the 80' portion across the top. There was a recent conference call in which the
 138 parties discussed the sale of the lakes to the County, erosion repairs, map adjustments,
 139 expanding the acreage that the County needs for temporary easements and assigning value to

140 the lakes. The Eminent Domain Attorney is working with landscape architects for pricing on like-
141 kind landscaping replacement, signage vendors and the temporary easement. The Board is
142 doing the best it can to secure a profitable transaction with the County.

143 The Board and Staff responded to questions regarding if the County will run electrical on
144 the main road, if the final offer will go back to the Board of Commissioners, lighting the
145 WildBlue sign, why the WildBlue CDD is not listed on the County website for the 2024 General
146 Election and the previously discussed latent defect in the retaining wall.

147 Regarding the latent defect, Mr. Haber gave a brief overview of latent defects versus
148 known defects, statute of limitations and completion dates and stated he is not actively
149 working on anything related to that particular issue.

150 Discussion ensued regarding the construction dates, latent dates, statute of limitations,
151 risk analysis modeling, fetch issues, wind direction, wall repair/replacement options, project
152 timing, funding, pursuing reimbursements, the County, permitting, construction litigation,
153 obtaining a consensus to proceed with the project, resident vote and holding a town hall
154 session.

155 Mr. Hasty asked Mr. Savage to update the map of the retaining wall, including
156 certifications and dates.

157 A resident asked why or how the Developers fixed the erosion at the new homes but not
158 the existing homes where homeowners are responsible for fixing the gutters into the lake. Mr.
159 Myers stated tying in the gutters is something that must occur. Developers have reviewed past
160 mistakes and remedied the issues. Mr. Adams stated there were three different options that
161 were shared with the builders and all the fixes were basically at the waters edge. The
162 recommendation was to tie off from the gutters and run sub-surface piping down to the water's
163 edge, with a bubble-up to deliver it without scouring the surface; the fix is within the lake tract
164 at the water's edge. The CDD will make the repairs at the water's edge on the property lines if it
165 meets the criteria on the map.

166

167 **NINTH ORDER OF BUSINESS**

Adjournment

168

169

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171

On MOTION by Mr. Hasty and seconded by Mr. Milosevic, with all in favor, the meeting adjourned at 11:12 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

WILDBLUE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WILDBLUE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

offices of Barraco and Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2023	Regular Meeting	10:00 AM
November 2, 2023 CANCELED NO QUORUM	Regular Meeting	10:00 AM
November 9, 2023	Regular Meeting	10:00 AM delayed to 4:30 PM**
December 7, 2023	Regular Meeting	10:00 AM
January 4, 2024	Regular Meeting	10:00 AM
February 1, 2024	Regular Meeting	10:00 AM
March 7, 2024	Regular Meeting	10:00 AM
April 4, 2024	Regular Meeting	10:00 AM
May 2, 2024	Regular Meeting	10:00 AM
June 6, 2024	Regular Meeting	10:00 AM
July 4, 2024*	Regular Meeting	10:00 AM
August 1, 2024	Regular Meeting	10:00 AM
September 5, 2024	Regular Meeting	10:00 AM

Exceptions/Notes

*The July meeting date is on the Independence Day holiday

**November 9 Meeting start time delayed to ensure a quorum of the Board.