

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for staff-assisted rate case in
Lake County, by Sun Communities Finance, LLC d/b/a
Water Oak Utility

Docket No. 20250088-WU

NOTICE OF FILING AFFIDAVIT OF MAILING

Sun Communities Finance, LLC d/b/a Water Oak Utility, by and through its undersigned attorneys, hereby gives notice of filing the attached Affidavit of Mailing of the letter to the chief executive officer of Lake County with a copy of the SARC Application.

Respectfully submitted this 24th day of June,
2025, by:

Dean Mead
420 S. Orange Ave., Suite 700
Orlando, Florida 32801
Direct Telephone: (407) 310-2077
Facsimile: (407) 423-1831

/s/ Martin S. Friedman
Martin S. Friedman

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF ORANGE

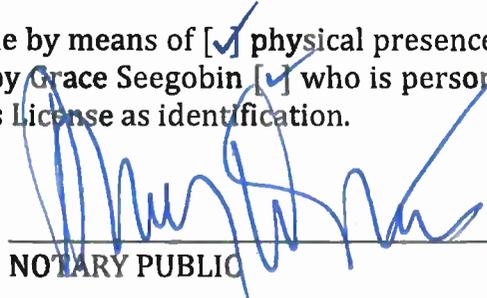
Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Grace Seegobin, who, after being duly sworn on oath, did depose and say that on behalf of Sun Communities Finance, LLC d/b/a Water Oak Utility, on June 25, 2025, she did mail the attached letter to the chief executive officer of Lake County advising that the Utility has filed a staff-assisted rate case.

FURTHER AFFIANT SAYETH NAUGHT.



Grace Seegobin
Assistant to Martin S. Friedman

Sworn to and subscribed before me by means of physical presence or on line notarization this 25th day of June, 2025, by Grace Seegobin who is personally known to me or who produced a Florida Driver's License as identification.



NOTARY PUBLIC



DEAN | MEAD

Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 South Orange Avenue, Suite 700
P.O. Box 2346
Orlando, FL 32801

(407) 841-1200
(407) 423-1831 Fax
www.deanmead.com

Attorneys and Counselors at Law

Orlando
Fort Pierce
Naples
Viera/Melbourne
Vero Beach

MARTIN FRIEDMAN

407-310-2077
mfriedman@deanmead.com

June 24, 2025

Jennifer Barker, County Manager
Lake County
P.O. Box 7800
Tavares, FL 32778

RE: Docket No. 20250088-WU; Application for staff-assisted rate case in Lake County, by Sun Communities Finance, LLC d/b/a Water Oak Utility

Dear Ms. Barker:

As required by Section 367.091(2), Florida Statutes, this letter is to advise you of Sun Communities Finance, LLC d/b/a Water Oak Utility's Application to the Florida Public Service Commission for a staff-assisted rate case for an increase in its wastewater rates to its customers in Lake County, Florida.

Very truly yours,



MARTIN S. FRIEDMAN
For the Firm

MSF/

FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION FOR A
STAFF ASSISTED RATE CASE

I. GENERAL DATA

A. Name of Utility: **Sun Communities Finance, LLC d/b/a Water Oak Utility**

B. Address: **27777 Franklin Road, Suite 300
Southfield, MI 48034-82051**

1. Telephone Nos.: **(352) 753-3000**

2. County: **Lake**

Nearest City: **Lady Lake**

3. General Area Served: **Water Oak MHP**

C. Authority:

1. Water Certificate No. **454-W**

Date Received: **1/7/1997 via transfer**

2. Wastewater Certificate No.

Date Received:

3. Date Utility Started Operations: Water: **April 1981**

Wastewater:

D. How System Was Acquired: **Purchase**

If utility was purchased, give date

Amount Paid \$ **750,000**

1. Name of Seller: **Water Oak Utilities Company, Inc.**

2. Was seller affiliated with present owners? Yes No

3. Did you purchase: Stock or assets only

E. Type of Legal Entity:

Corporation

Partnership

Sole Proprietorship

F. Ownership & Officers:

	Name	Title	Percent Ownership
1.	Sun Communities Finance LLC		100
2.			
3.			
4.			

G. List of Associated Companies and Addresses:

H. If you have retained an attorney and/or a consultant to represent the utility for this application, furnish the name(s) and address(es):

Name:

Address:

Martin Friedman and John Wharton

420 S. Orange Ave., Ste. 700, Orlando, FL 32801
mfriedman@deanmead.com
jwharton@deanmead.com

Daniel McGinn

106 E. College Ave., Ste. 1200, Tallahassee, FL 32301

dmcginn@joneswalker.com

II. ACCOUNTING DATA

A. Outside Accountant

1. Name: **Deborah Swain**
2. Firm: **Milian Swain**
3. Address: **2025 SW 32nd Ave., Ste, 110, Miami, FL 33145**
4. Telephone: **(305) 496 2374**

B. Individual To Contact On Accounting Matters:

1. Name: **Becky Scott**
2. Telephone: **(248) 846 8522**

C. Location of Books and Records: **27777 Franklin Rd, Suite 300 Southfield MI 84034**

D. Have you filed an Annual Report with the Commission? Yes No

Date Last Filed: April 2025

E. Has your latest Regulatory Assessment Fee Payment been made?

(January 30 or July 30 whichever is applicable) Jan 30 July 30

F. Basic Rate Base Data: (Most recent two years)

1. Water:

	2023	2024
Cost of Plant In Service	\$ <u>1,856,714</u>	\$ <u>2,998,456</u>
Less Accumulated Depreciation	<u>985,348</u>	<u>1,092,623</u>
Less Contributed Plant	<u>412</u>	<u>0</u>

Net Owner's Investment	\$ 934,364	\$ 898,041
2. <u>Wastewater:</u>	2023	2024
Cost of Plant In Service	\$ _____	\$ _____
Less Accumulated Depreciation	_____	_____
Less Contributed Plant	_____	_____
Net Owner's Investment	\$ _____	\$ _____
G. Basic Income Statement: (Most recent two years)		
1. <u>Water:</u>	2023	2024
Revenues (By Class)		
a.	\$ 179,823	\$ 179,227
b.	_____	_____
c.	_____	_____
Total Operating Revenues:	\$ 179,823	\$ 179,227
Less Expenses:		
a. Salaries & Wages – Employees	_____	51,843
b. Salaries & Wages - Officers, Directors, & Majority Stockholders	_____	_____
c. Employee Pensions & Benefits	_____	_____
d. Purchased Water	_____	_____
e. Purchased Power	18,313	13,574
f. Fuel for Power Production	_____	_____
g. Chemicals	_____	16,019
h. Materials & Supplies	801	294
i. Contractual Services	94,081	134,158
j. Rents	_____	_____
k. Transportation Expenses	_____	_____
l. Insurance Expense	_____	_____
m. Regulatory Commission Expense	1,477	_____
n. Bad Debt Expense	_____	_____
o. Miscellaneous Expense	_____	1001
p. Depreciation Expense	83,442	107,275
q. Property Taxes	9,240	9,781
r. Other Taxes-RAF	8,091	9,398
s. Income Taxes	_____	_____
Operating Income (Loss)	\$ -35,622	\$ -164,116

2. Wastewater

	2023	2024
Revenues (By Class):	\$ _____	\$ _____
a.	_____	_____
b.	_____	_____
c.	_____	_____
Total Operating Revenues:	\$ <u>_____</u>	\$ <u>_____</u>
Less Expenses:		
a. Salaries & Wages – Employees	_____	_____
b. Salaries & Wages - Officers, Directors, & Majority Stockholders	_____	_____
c. Employee Pensions & Benefits	_____	_____
d. Purchased Wastewater Treatment	_____	_____
e. Sludge Removal Expense	_____	_____
f. Purchased Power	_____	_____
g. Fuel for Power Production	_____	_____
h. Chemicals	_____	_____
i. Materials & Supplies	_____	_____
j. Contractual Services	_____	_____
k. Rents	_____	_____
l. Transportation Expenses	_____	_____
m. Insurance Expense	_____	_____
n. Regulatory Commission Expense	_____	_____
o. Bad Debt Expense	_____	_____
p. Miscellaneous Expense	_____	_____
q. Depreciation Expense	_____	_____
r. Property Taxes	_____	_____
s. Other Taxes	_____	_____
t. Income Taxes	_____	_____
Operating Income (Loss)	\$ <u>_____</u>	\$ <u>_____</u>

H. Outstanding Debt:

	Creditor	Date Borrowed	Balance Due	Interest Rate	Expiration Date
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

I. Indicate Type of Tax Return Filed:

- Form 1120 -Corporation
- Form 1120S -Subchapter S Corporation
- Form 1065 - Partnership
- Form 1040 - Schedule C - Individual (Proprietorship)

III

ENGINEERING DATA

A. Outside Engineering Consultant:

- 1. Name:
- 2. Firm:
- 3. Address:
- 4. Telephone: ()

B. Individual to contact on engineering matters:

- 1. Name: Becky Scott
- 2. Telephone: (248) 846 8522

C. Is the utility under citation by the Department of Environmental Protection (DEP) or County Health Department? If yes, explain: No

D. List any known service deficiencies and steps taken to remedy problems: NONE

E. Name of plant operator(s) and DEP operator certificate number(s) held: US Water Corp

F. Is the utility serving customers outside of its certificated area? NO

If yes, explain:

G. Wastewater:

- 1. Gallons per day capacity of treatment facilities:
 - a. Existing:
 - b. Under Construction:
 - c. Proposed:
- 2. Type and make of present treatment facilities:
- 3. Approximate average daily flow of treatment plant effluent:

4. Approximate length of wastewater mains:

Size (diameter):	8inch	6inch	4inch FM		
Linear feet:					

- 5. Number of manholes:
- 6. Number of lift stations:
- 7. How do you measure treatment plant effluent?
- 8. Is the treatment plant effluent chlorinated? Yes No

If yes, what is the normal dosage rate? **1.3-1.5 ppm**

- 9. Tap in fees – Wastewater: \$
- 10. Service availability fees – Wastewater: \$
- 11. Note DEP Treatment Plant Certificate Number and date of expiration:
Number Expiration Date:
- 12. Total gallons treated during most recent twelve months:
- 13. Wastewater treatment purchased during most recent twelve months:

H. Water:

- 1. Gallons per day capacity of treatment facilities:
a. Existing: **1.08MGD** b. Under Construction : c. Proposed:
- 2. Type of treatment: **Chlorination**
- 3. Approximate average daily flow of treated water: **309,729**
- 4. Source of water supply: Deep Well
- 5. Types of chemicals used and their normal dosage rates: **Chlorine**
- 6. Number of wells in service: **4**
Total capacity in gallons per minute (gpm): **2,900**

Diameter/Depth:	10 inch / 10-inch	10-inch / 10-inch	
Motor horsepower:	40	40	
Pump capacity (gpm):			

- 7. Reservoirs and/or hydropneumatic tanks:

Description:	Two Hydro	Two Hydro	
Capacity:	20,000 Ea.	25,000 Ea.	

- 8. High service pumping:

Motor horsepower:				
Pump capacity (gpm):				

- 9. How do you measure treatment plant production? **Flow Meter**
- 10. Approximate feet of water mains: **See Annual Report for other size mains**

Size (diameter):	2inch	3inch	4inch	6inch
Linear feet:	23,710	6,040	2,550	2,550

- 11. Note any fire flow requirements and imposing government agency: **500 GPM**
- 12. Number of fire hydrants in service: **15**

- 13. Do you have a meter change out program? No Yes
- 14. Meter installation or tap in fees - Water \$ _____
- 15. Service availability fees - Water \$ _____
- 16. Has the existing treatment facility been approved by DEP? No Yes
- 17. Total gallons pumped during most recent twelve months: 117,170,000
- 18. Total gallons sold during most recent twelve months: 91,394,000
- 19. Gallons unaccounted for during most recent twelve months:
- 20. Gallons purchased during most recent twelve months: None

IV. RATE DATA

A. Individual to contact on tariff matters:

- 1. Name: Martin Friedman
- 2. Telephone Number: (407) 310 2077

B. Schedule of present rates: (Attach additional sheets if more space is needed)

1. Water:

- a. Residential Water See Attached Tariff Sheets
- b. General Service _____
- c. Special Contract _____
- d. Other – Specify _____

2. Wastewater:

- a. Residential Wastewater _____
- b. General Service _____
- c. Special Contract _____
- d. Other – Specify _____

C. Number of Customers: (Most recent two years)

1. Water Metered	2023	2024
a. Residential	<u>1,213</u>	<u>1,311</u>
b. General Service	<u>19</u>	<u>19</u>
c. Special Contract	_____	_____
d. Other – Specify	_____	_____
2. Water Unmetered	20	20
a. Residential	_____	_____
b. General Service	_____	_____
c. Special Contract	_____	_____
d. Other - Specify	_____	_____
3. Wastewater	2023	2024
a. Residential	_____	_____
b. General Service	_____	_____
c. Special Contract	_____	_____
d. Other - Specify	_____	_____

V. AFFIRMATION

I, _____ the undersigned owner, officer, or partner of the above named public utility, doing business in the State of Florida and subject to the control and jurisdiction of the Florida Public Service Commission, certify that the statements set forth herein are true and correct to the best of my information, knowledge, and belief.

Signed *Sheri Woodworth*

Title Sr. Vice President

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

Additional Information:

Sun Communities Finance, LLC d/b/a Water Oak Utility is anticipating implementation of compensatory rates in three phases. The Utility would propose to implement each such phase, combined with the future years' indexes. The Utility however, reserves the right to implement full compensatory rates at the end of this SARC proceeding if at the end of this proceeding, the Utility management, in its sole discretion, determines to do so.

The Utility also requests a repression adjustment to account for the decrease in water usage as a result of the increase in water rates.

The Utility is also asking recovery of the following pro forma capital projects and estimated cost (Invoices and Contracts attached):

- Generator and ATS - \$148,330
- 24 Meter and 24 Transmitters - \$7,545.38
- Replace pipe (10 ft.) - \$5,500
- Replace pipe (15 ft.) - \$13,260
- New 100HP Well Pump - \$36,495.74

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units, as well as separately metered irrigation service.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 5.74
3/4"	\$ 8.61
1"	\$ 14.35
1 1/2"	\$ 28.70
2"	\$ 45.92
3"	\$ 91.84
4"	\$ 143.50
6"	\$ 287.00
Charge per 1,000 gallons	
0 - 3,000 gallons	\$ 1.07
3,001 - 6,000 gallons	\$ 1.11
Over 6,000 gallons	\$ 1.43

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

- EFFECTIVE DATE - October 1, 2023
- TYPE OF FILING - 2023 Price Index

WS-2023-0094

JONATHAN COLMAN
ISSUING OFFICER

VICE PRESIDENT
TITLE

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For water service to all Customers for which no other schedule applies.
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 5.74
3/4"	\$ 8.61
1"	\$ 14.35
1 1/2"	\$ 28.70
2"	\$ 45.92
3"	\$ 91.84
4"	\$ 143.50
6"	\$ 287.00
Charge per 1,000 gallons	\$ 1.17

MINIMUM CHARGE - Base Facility Charge
TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - October 1, 2023
TYPE OF FILING - 2023 Price Index

WS-2023-0094

JONATHAN COLMAN
ISSUING OFFICER
VICE PRESIDENT
TITLE

Generator and ATS



Short Form Construction Contract

To be used for contracts valued under \$500,000.00

OWNER:
 Sun Communities Finance, LLC/
 Sun Communities, Inc.
 27777 Franklin Rd., Suite 300
 Southfield, MI 48034

CONTRACT NUMBER: WAT040425

DATE ORDERED: April 4, 2025

CONTRACTOR/SERVICE PROVIDER INSTRUCTIONS
 THIS CONTRACT NUMBER MUST APPEAR ON ALL
 CORRESPONDENCE, INVOICES, PACKAGES AND
 SHIPPING PAPERS RELATING TO THIS CONTRACT.

OWNER’S AGENT & DESIGNATED REPRESENTATIVE:
 Paul Jarvis – Sr. Vice President
 Amy Herndon – DVP, Operations & Sales
 Beth Pogue - RVP, Operations & Sales
 Monica Slider - RVP, Operations & Sales
 Michelle Harmon - Community Manager

PROJECT: Install New Generator & Automatic Transfer
 Switch

SITE: Water Oak Country Club Estates
 216 Magnolia Drive
 Lady Lake, FL 32159

CONTRACTOR/SERVICE PROVIDER:
 RCM Utilities, LLC
 1451 Pine Grove Road
 Eustis, FL 32726
 (352) 561-2990

THE CONTRACTOR/SERVICE PROVIDER AGREES TO PROVIDE ALL NECESSARY LABOR, MATERIAL, EQUIPMENT, TOOLS AND SERVICES AND PERFORM ALL WORK REQUIRED IN CONNECTION WITH THE PROJECT AS FOLLOWS:

Install New Generator and Automatic Transfer Switch	Total
Disassemble terminations and remove existing generator and ATS (Automatic Transfer Switch). Install new 250KW, 480V, diesel driven GENERAC generator with a rented lull. Terminate all wiring at generator and ATS. Proper grounding as required. Electrician and/or Generator technician present during start up with available training. THE CONTRACT SUM: \$148,330.00 COMMENCEMENT DATE: September 1, 2025, estimated COMPLETION DATE: September 14, 2025, estimated	<p style="text-align: right;">Total: \$148,330.00</p>

SPECIAL TERMS AND CONDITIONS: It is mutually understood and agreed that if the scope of work as herein described has been started by the Contractor/Service Provider prior to final execution of this Purchase Order and that all terms and conditions as stated herein shall apply to all work or services provided under this Contract.

Contractor/Service Provider’s Proposal is to be attached as Exhibit B. This Contract expressly limits acceptance to the terms hereof and the following Terms and Conditions. Any additional terms are rejected, whether or not attached hereto, including any terms set forth in Contractor/Service Provider’s Proposal.

- see following page for signatures -

[Signature Page for Construction Contract]

ACCEPTED:

CONTRACTOR/SERVICE PROVIDER:
RCM Utilities, LLC

BY: *Melissa Moss*

NAME: **Melissa Moss**

TITLE: **Controller**

DATE: **April 16, 2025**

OWNER:
Sun Communities Finance, LLC

BY: Signed by:
Paul Jarvis
B7E202279A51487...

NAME: **Paul Jarvis**

TITLE: **Senior Vice President**

DATE: **4/16/2025**

TERMS AND CONDITIONS

(Construction Contract)

1. **ACCEPTANCE:** CONTRACTOR/SERVICE PROVIDER SHALL ACCEPT THIS CONTRACT BY SIGNING AND RETURNING THE ACKNOWLEDGMENT COPY HEREOF, OR BY COMMENCEMENT OF ANY SERVICES OR DELIVERY OF ANY GOODS OR EQUIPMENT TO THE SITE. OWNER'S AGENT IS ACTING SOLELY AS AGENT FOR THE OWNER AND SHALL HAVE NO LIABILITY FOR ANY PAYMENT DUE CONTRACTOR/SERVICE PROVIDER FROM THE OWNER.

2. **WORK:**

(a) Contractor/Service Provider shall furnish all labor, materials, tools, equipment, supervision and services necessary to prosecute and complete the Work specified in the Contract Documents listed in Exhibit C (the "Work").

(b) The Contract Documents shall consist of this Contract, exhibits, and the Contractor/Service Provider's proposal attached as Exhibit B (hereinafter, the "Contract"); other documents listed in this Contract; and Modifications issued after execution of this Contract.

(c) The Work shall be performed by the Contractor/Service Provider in a good and workmanlike manner in accordance with the drawings and specifications in the Contract Documents.

(d) Contractor/Service Provider acknowledges that it has reviewed the drawings and specifications and/or instruction provided by the Owner or Owner's Agent, that the same are adequate to allow Contractor/Service Provider to complete the Work.

(e) Contractor/Service Provider acknowledges that it is familiar with the conditions relating to the Work and the Site and with all other matters and conditions which could affect the performance of the Contract and Contractor/Service Provider assumes all risks with regard thereto.

(f) The Work includes all items reasonably inferable from the Contract Documents to produce the results intended. Reasonably inferable as used herein means (i) work which is customarily provided or furnished, in connection with work of a nature or of a quality similar to the Project, and is needed for the proper operation or use of any item of work described, depicted or indicated in the Contract Documents.

(g) The Contractor/Service Provider shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

(h) In the event that a specific requirement of the Work conflicts with applicable laws, regulations or codes, the Contractor/Service Provider shall furnish Work which complies with such laws, regulations, and/or codes. In such case, the Owner shall issue a Change Order to the Contractor/Service Provider unless the Contractor/Service Provider recognized such non-compliance prior to execution of this Contract and failed to notify the Owner.

(i) The Contractor/Service Provider shall obtain all necessary approvals, permits and licenses unless otherwise noted herein.

(g) The Owner and Contractor/Service Provider acknowledge that if the Contractor/Service Provider has commenced work identified in this Contract prior to the execution of this Contract, notwithstanding when such services were provided, all work performed shall be governed by the terms and conditions of this Contract.

3. **TIME OF COMMENCEMENT AND COMPLETION:**

(a) The Contractor/Service Provider shall commence and complete the Work by the date specified on the face hereof. Contractor/Service Provider shall perform the Work at such time and in such order and sequence as is required for the best possible progress of the Work.

(b) Should the Contractor/Service Provider be delayed in the prosecution of the Work by the act or fault of the Owner, the Owner's Agent or of any other contractor or service provider retained by the Owner or by any damage caused by fire, lightning, earthquake, cyclone, unexpected and unusual weather condition, or for any other causes shown to the satisfaction of the Owner's Agent to be without fault or neglect of the Contractor/Service Provider, then the time for completion shall be extended for such reasonable period of time as the Owner's Agent shall determine. No such extension of time shall be allowed unless the Contractor/Service Provider gives the Owner written notice of the delay and claim for extension of time within five (5) days of discovering the event causing a potential delay. The extension of time herein provided for shall be the Contractor/Service Provider's sole and exclusive remedy for any delay and Contractor/Service Provider shall have no claim for damages against the Owner.

(c) Owner shall have the right to order the Contractor/Service Provider to change material supplier and/or substitute materials in the event Owner reasonably believes the Contractor/Service Provider will not be able to complete the Work in accordance with the Project schedule. Any and all additional costs involved due to such changes or substitutions shall be the responsibility of the Contractor/Service Provider.

4. **CHANGES:**

(a) The Owner shall have the right, from time to time, to order changes in the Work, such changes to be effective only upon written change order from Owner ("Change Order"). Any adjustment to the Contract Sum or to the time for completion of the Work shall be made in accordance with the applicable provisions of this Contract and the unit price or other basis set forth in this Contract or on an agreed upon equitable basis.

(b) Change Orders shall be processed as follows:

(i) Promptly after receipt of a Change Order, Contractor shall submit to Owner a detailed statement detailing any necessary adjustment to the Contract Sum (and the various components thereof) and any proposed adjustment in the Project Schedule.

(ii) Owner shall notify Contractor whether the proposed adjustments are acceptable and, if they are, Contractor shall prepare a Change Order for execution by the Owner and the Contractor.

(iii) The amount and adjustment of time set forth in such Change Order shall be deemed to cover all costs and delays to the Contractor associated with the change in Work, including impact costs and delays, and no further or subsequent adjustments to the Contract Sum or the Project Schedule shall be allowed.

(iv) Owner reserves the right to reject any proposal submitted by the Contractor and to have the work done by others.

(c) Notwithstanding any inability to agree upon an adjustment, or the basis for an adjustment, Contractor/Service Provider shall, if directed by Owner, nevertheless proceed in accordance with the change, and the Contract Sum shall be adjusted as reasonably determined by the Owner with any dispute to be resolved after the completion of the Work.

(d) Failure to submit a proposal for an increase in the Contract Sum or the Contract Time within a reasonable period of time after a change, shall conclusively establish that no adjustment in the Contract Sum or Contract Time is justified in respect of such change and any subsequent claims in respect thereof shall be barred.

(e) This Contract may be amended only by a written agreement executed by both parties.

5. CONTRACT SUM AND PAYMENTS:

(a) Owner shall pay Contractor/Service Provider for the full and complete performance of the Work, the Contract Sum specified on the face hereof.

(b) The Contract Sum includes all taxes, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Owner, Contractor/Service Provider shall furnish satisfactory evidence of payment of such taxes.

(c) Unless otherwise specified on the face hereof, on or before the first day of each month, the Contractor/Service Provider shall submit to the Owner's Agent an itemized progress statement showing the amount of labor and materials incorporated in the Work as of the twenty-fifth (25th) day of the preceding month in the form attached as Exhibit M. Stored materials may not be included in such statement without the prior written consent of the Owner's Agent. The Owner shall check such statement and, if found correct, the Owner shall pay the Contractor/Service Provider ninety (90%) percent of the amount thereof, less the aggregate of previous payments. Payment of the retention will be made upon completion of initial punch list of items to still complete and/or correct.

(d) As a condition precedent to all payments hereunder, upon request, the Contractor/Service Provider shall submit a sworn statement setting forth all subcontractors, service providers, material suppliers and laborers who have performed Work or provided materials for the Contractor/Service Provider under this Contract in the form attached as Exhibit O. Partial conditional waivers of lien from Contractor/Service Provider for all work, labor and materials theretofore supplied or performed in the form attached as Exhibit E shall be presented with the first progress payment requests. Starting with the second progress payment request, Contractor/Service Provider shall provide partial unconditional waivers attached as Exhibit F from Contractor/Service Provider, subcontractors, suppliers, and contracted laborers. Full conditional waivers of lien from Contractor/Service Provider for all work, labor and materials theretofore supplied or performed shall be presented with the final payment request in the form attached as Exhibit G.

(e) In exchange for the final payment, Contractor/Service Provider shall present Owner with a full unconditional waiver for all work, labor and materials theretofore supplied or performed at the Project in the form attached as Exhibit H. Contractor/Service Provider warrants that all vendors, suppliers and subcontractors will be paid in full with the funds paid to the Contractor/Service Provider. The Contractor/Service Provider also agrees to provide further evidence as may be required by the Owner or Owner's lender, if any.

(f) Owner shall have the right to withhold payment for defective work not remedied. If any such deficiencies are not promptly corrected after written notice, the Owner may rectify same at the Contractor/Service Provider's expense and deduct all costs and expenses incurred thereby from amounts due the Contractor/Service Provider.

(g) If at any time there shall be evidence of any lien or claim against the Owner or the Site as a result of Contractor/Service Provider's operations, or if there shall be claims of the Owner or any other person against the Contractor/Service Provider, the Owner shall have the right to retain, out of any amount due or to become due to Contractor/Service Provider, an amount sufficient to completely indemnify the Owner against any such lien or claim, including attorneys' fees.

(h) In the event of any dispute between Owner and Contractor/Service Provider, Owner shall be obligated to make all payments due to Contractor/Service Provider over which there is no good faith dispute and Contractor/Service Provider shall not, if it receives such payments, stop the Work or terminate the Contract.

(i) No payment made under this Contract, including final payment, shall be construed to be an acceptance of defective or improper workmanship or materials or certificate of waiver of any claims by the Owner.

6. PROCEDURES:

(a) Unless otherwise provided herein, removal of rubbish and debris caused by the Contractor/Service Provider's Work shall be done by the Contractor/Service Provider whenever required by the Owner. If the Contractor/Service Provider fails to remove rubbish or debris, the Owner's Agent may do so at the Contractor/Service Provider's expense. The Project site shall be maintained in an orderly and clean condition and the Contractor/Service Provider shall leave the Project site, at the completion of the Contractor/Service Provider's Work, free of all rubbish and debris caused by the Contractor/Service Provider and in a condition satisfactory to the Owner's Agent. The Owner's Agent reserves the right to cause all unidentifiable debris to be removed from the Project site and allocate the cost thereof, by way of back charge or otherwise, among the responsible parties.

(b) The Contractor/Service Provider shall promptly submit shop drawings, samples and other submittals required under the Contract Documents expeditiously and in a manner that will not cause delay in the progress of the Work. No extension of time shall be granted for

delay by the Contractor/Service Provider in preparing drawings or in securing approval of the Owner's Agent where such drawings are not properly prepared or when the Contractor/Service Provider, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay. No portion of the Work requiring shop drawings, samples or other submittals shall be commenced until the Contractor/Service Provider has submitted, and the Owner's Agent has approved such submittals.

(c) The Contractor/Service Provider, in carrying out its Work, shall take all necessary precautions to properly protect the finished and unfinished work of other trades and adjacent property from interference or damage caused by its operations and further agrees to pay the Owner for any damages or delay that may be caused to such work by the Contractor/Service Provider.

(d) Any workers may be refused admittance to the Project site or may be requested to leave the Project site at any time by the Owner and the Owner shall not be required to have or state any reason for such action. In the event any workers are so barred from the Work, the Contractor/Service Provider shall immediately replace such workers with personnel satisfactory to the Owner.

(e) The Contractor/Service Provider specifically agrees that it is responsible for the protection of its Work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Owner, any damage to its Work which occurs prior to said final acceptance.

7. **WARRANTY:**

(a) Contractor/Service Provider warrants that all of the Work and materials will be as represented, and will conform with plans, specifications and samples, and comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, will be of sound materials and good workmanship, will be free from defects, will be fit and suitable for the purpose intended and will comply with all of the requirements of this Contract.

(b) The Contractor/Service Provider warrants that title to all Work, including instruments of service will pass to the Owner no later than the time of payment. The Contractor/Service Provider further warrants that, upon submittal of a payment request, all Work shall, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor/Service Provider and all persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

(c) Without limiting the foregoing, Contractor/Service Provider guarantees the Work for such period as may be provided in the specifications and, in any event, until the expiration of not less than one (1) year from and after completion of the Work and acceptance by the Owner. Contractor/Service Provider shall make all repairs, replacements or adjustment required during the warranty period.

(d) The foregoing warranties shall be in addition to and not in lieu of or in waiver of any other or further warranties or obligations which may be implied by law or which may be provided by any law or regulation.

8. **INSURANCE:**

(a) Contractor/Service Provider shall maintain and pay for insurance coverage of the types and with the limits set forth on Exhibit A.2, Insurance Requirements, attached hereto and incorporated herein by reference. Such coverage shall be maintained in form and with companies acceptable to the Owner and shall, notwithstanding the requirements of Exhibit A.2, meet the applicable requirements of any governmental authority having jurisdiction over the Work. Each policy of insurance shall name the Owner, Owner's Agent, Owners Lender, if any, and any others named on Exhibit A.2 as additional insureds and shall provide for thirty (30) days' notice of cancellation to Owner and Owner's Agent. Certificates evidencing such insurance shall be delivered to Owner's Agent prior to commencing the Work. In lieu of naming the Owner and the Owner's Agent as additional named insureds, the Contractor/Service Provider may provide an Owner's/Contractor/Service Provider's Protective Policy providing equivalent coverage to all named on Exhibit A.2.

(b) Contractor/Service Provider shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds and similar items not covered by the Owner's fire policy.

(c) Owner, Owner's Agent and Contractor/Service Provider waive all rights against each other for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

9. **INDEMNITY:**

(a) Contractor/Service Provider agrees to indemnify, defend and hold harmless the Owner and/or Owner's Agent, Sun Communities, Inc., Sun Communities Operating Limited Partnership, and their agents and employees from and against any claim, cost, expense or liability (including attorneys' fees), whether arising before or after completion of the Contractor/Service Provider Work caused by, arising out of, resulting from the performance of the Work by the Contractor/Service Provider or its subcontractors, service providers, agents and employees. In the case of claims against the Owner, the Owner's Agent, Sun Communities, Inc., Sun Communities Operating Limited Partnership, or their agent and employees by any employee of the Contractor/Service Provider, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Service Provider under worker's compensation acts, disability benefit acts or other employee benefit acts.

(b) The Contractor/Service Provider shall not permit any contractor, subcontractor, laborer, materialmen, mechanic or similar lien to be filed against any part of the Work or the property for which it has received payment from the Owner. If any such lien is filed on the Project, and if the Contractor/Service Provider does not undertake to cause any such lien to be released or discharged (by payment, bonding or otherwise) within fifteen (15) days of notice from the Owner, the Owner shall have the right to pay all sums necessary to obtain such release or discharge and deduct all amounts so paid, including any attorneys' fees and filing costs, from any amount due the Contractor/Service Provider.

10. **TERMINATION:** The Owner may terminate this Contract for its convenience and without cause upon five (5) days written notice to Contractor/Service Provider. In such event, the Contractor/Service Provider shall be paid for all Work properly completed as of the effective date of termination but Owner shall not be liable for any damages or lost profit.

11. **DEFAULT:** If the Contractor/Service Provider (i) fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the schedule; (ii) causes stoppage or delay of or interference with the Project; (iii) fails in the performance or observance of any of the provisions of this Contract; or (iv) shall file a voluntary petition in bankruptcy; be adjudicated insolvent; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property; make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due, then Owner, after giving the Contractor/Service Provider notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

(a) Require the Contractor/Service Provider utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome any delay attributable to Contractor/Service Provider's default.

(b) Remedy the default by whatever means the Owner's Agent may deem necessary and appropriate including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for the Project) and deduct the cost from any monies due or to become due to Contractor/Service Provider.

(c) Terminate this Contract without waiving or releasing any rights or remedies against Contractor/Service Provider or its sureties, and take possession of the Work, and all materials, equipment, facilities, tools, scaffolds and appliances of the Contractor/Service Provider relating to the Work, for the purposes of completing the Work.

(d) Recover from Contractor/Service Provider all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees incurred by Owner as a result of Contractor/Service Provider's default.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy provided in this Contract or now or hereafter existing at law or in equity.

12. **OWNERSHIP OF DOCUMENT:**

Drawings and specifications developed by the Contractor/Service Provider as the work product under this Contract shall become the sole property of the Owner free and clear of any retention rights.

13. **CONFIDENTIAL INFORMATION:**

In order for the Contractor/Service Provider to effectively fulfill its obligations under this Contract, it may be necessary for the Owner to disclose confidential or proprietary information. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor/Service Provider shall instruct its employees, subcontractors, and service providers to regard all information gained by each such person, as a result of services rendered hereunder, as information which is confidential and proprietary to the Owner and not to be disclosed to any organization or individual without the prior consent of the Owner.

14. **OTHER OWNER'S CONTRACTOR/SERVICE PROVIDERS:**

The Owner reserves the right to (i) employ other contractor/service providers at Owner's sole cost and expense, to perform similar work as the Contractor/Service Provider for the Project; and (ii) the Contractor/Service Provider agrees to cooperate fully and to share information with the other contractor/service providers.

15. **NOTICES:**

Any notice from Owner to Contractor/Service Provider or from Contractor/Service Provider to Owner shall be deemed duly served if personally served, if mailed by certified mail, return receipt requested, if sent via overnight courier service, or if sent via facsimile or email to the facsimile number or email address set forth below, and addressed to such party as follows:

If to Contractor/Service Provider: RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
(352) 561-2990

If to Owner: Sun Communities, Inc.
dba Water Oak Country Club Estates
216 Magnolia Drive
Lady Lake, FL 32159
Attn: Amy Herndon
Ph: (248) 864-0396
Email: aherndon@suncommunities.com

Either party hereto may change the name, address, or facsimile number of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as hereinbefore provided.

16. **CONSTRUCTION:** This Contract shall not be construed more strictly against one party than the other, merely by virtue of that fact that it may have been prepared by counsel for one of the parties, it being recognized that both Contractor/Service Provider and Owner have contributed substantially and materially to the preparation of this Contract.

17. **COUNTERPARTS:** This Contract may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

18. **GOVERNING LAW:** The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

19. **SUCCESSORS AND ASSIGNS:** The Owner and Contractor/Service Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract Documents. Except that the Owner may assign this Contract to a lender providing financing for the Project, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

20. **ENTIRE AGREEMENT:** This Contract and the documents incorporated herein set forth the entire Contract between the Owner and the Contractor, including the following exhibits.

LIST OF EXHIBITS

- Exhibit A.1 – Omitted/Not Applicable
- Exhibit A.2 – Insurance Requirements
- Exhibit B – Contractor Proposal
- Exhibit C – Contract Documents
- Exhibit D – Change Order
- Exhibit E – Partial Conditional Waiver
- Exhibit F – Partial Unconditional Waiver
- Exhibit G – Full Conditional Waiver
- Exhibit H – Full Unconditional Waiver
- Exhibit I – Omitted/Not Applicable
- Exhibit J – Omitted/Not Applicable
- Exhibit K – Omitted/Not Applicable
- Exhibit L – Omitted/Not Applicable
- Exhibit M – Application for Payment
- Exhibit N – Omitted/Not Applicable
- Exhibit O – Sworn Statement
- Exhibit P – Omitted/Not Applicable

EXHIBIT A.2

**Insurance Requirements
Sun Short Form Construction Contract**

Contractor shall, with respect to the Work, maintain and pay for the following insurance coverages with minimum limits in the respective amounts indicated.

<u>TYPE</u>	<u>MINIMUM LIMIT</u>
(a) Worker's Compensation as required by Law.	Statutory
(b) Employer's Liability. The required Worker's Compensation Insurance shall extend to cover employer's liability.	\$100,000 Each Occurrence
(c) General Liability including: <ul style="list-style-type: none"> • Comprehensive Form • Premises – Operations • Completed Operations Liability Products Liability • Contractual Liability for all liability assumed by the Contractor. • Broad Form Property Damage • Independent Contractors • Personal Injury • Explosion & Collapse • Underground 	Bodily Injury: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate Property Damage: \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
(d) Comprehensive Automobile Liability including owned, non-owned and hired vehicles.	Bodily Injury: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate Property Damage: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
(e) Excess Liability - Umbrella Form bodily injury and property damage combined.	\$1,000,000 Each Occurrence

All insurance required to be maintained shall list ***Sun Communities Finance, LLC, dba Water Oak Country Club Estates, Sun Communities, Inc., Sun Communities Operating Limited Partnership, Lender, if any, Architect/Engineer, and Agent*** as an additional insured and their members, representatives, agents, employees.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin, for guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.

RCM Utilities, LLC

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

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

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **S**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

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

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

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

1451 Pine Grove Road

6 City, state, and ZIP code

Eustis, FL 32726

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

_____ - _____ - _____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *Melissa Moss* Date *1/7/25*

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2025

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 Brown & Brown Insurance Services, Inc. 1300 Citizens Blvd, Suite 100 Leesburg, FL 34748	CONTACT NAME: Alexandrita Altamira PHONE (A.C. No. Ext): _____ FAX (A.C. No.): _____ E-MAIL ADDRESS: Alexandrita.Altamira@obrown.com INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation NAIC # 20095 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED RCM USIns, LLC 1451 Pine Grove Rd Eustis, FL 32726	

COVERAGES CERTIFICATE NUMBER: 26-26 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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-2007 <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	CLP3753375	01/15/2025	01/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ADD \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAP3753376	01/15/2025	01/15/2026	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIM-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3753377	01/15/2025	01/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3753374	01/15/2025	01/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - BA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			CLP3753375	01/15/2025	01/15/2026	Limit \$180,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 License: EC13014190, CUC1225240, CFC1431823, EC13006708 & CGC061548

CERTIFICATE HOLDER Water Oak Country Club Estates 216 Magnolia Drive Lady Lake, FL 32180	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT B

Contractor Proposal



RCM Utilities, LLC
 1451 Pine Grove Road
 Eustis, FL 32726
 352-561-2990
 billing@rcmutilities.com

Estimate 29326592
 Estimate Date 3/31/2025

Billing Address
 Sun Communities
 27777 Franklin Road
 Southfield, MI 48034 USA

Job Address
 Water Oak
 106 Evergreen Lane
 Lady Lake, FL 32159 USA

Description of work

We are pleased to submit a price on the above referenced project. This project includes providing and installing the electrical components as outlined in the scope below.

INCLUDES:

- Disassemble terminations and remove existing generator and ATS.
- Install new 250KW, 480V, diesel driven GENERAC generator with a rented lull.
- Terminate all wiring at generator and ATS.
- Proper grounding as required.
- Electrician present during start up.
- Generator technician at start up with available training. Training to be on start-up day or owner is to pay GENERAC for another visit.
- All work performed to 2023 NEC standards.

Estimated lead time: AFTER APPROVED SUBMITTALS
 250kW D - 20-28 weeks
 400A ATS - 8-10 weeks

- General Conditions:**
- Shop drawings and submittals.
 - Specification and Notes listed on Plan Sheets.
 - Daily clean-up of our trash to G.C. provided dumpster.

Sales Tax Included. Price for the above scope of work: \$148,330.00.

Service #	Description	Quantity	Your Price	Total
Electrical - Service	Electrical Service Work	1.00	\$0.00	\$0.00
Electrical - Service	Electrical Service Work	1.00	\$148,330.00	\$148,330.00
Sub-Total				\$148,330.00
Tax				\$0.00
Total Due				\$148,330.00
Deposit/Downpayment				\$0.00

Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

****ESTIMATE IS VALID FOR 30 DAYS****
****ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.****
 - DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied

upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contractor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, it may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA

STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By: _____ Date: _____

EXHIBIT D

Change Order

Project:	Contract Information:	Change Order Information:
	Contract for:	Change Order No:
	Date:	Date:
Owner:	Architect/Engineer:	Contractor:
	<i>n/a</i>	

The Contract is changed as follows:

The original Contract Sum	\$ _____
The net change from previous authorized Change Orders	\$ _____
The Contract Sum prior to this Change Order	\$ _____
The Contract Sum will increase by this Change Order	\$ _____
The new Contract Sum including this Change Order will be	\$ _____

The Contract Time will increase by _____ (____) days
The new date of Substantial Completion will be _____

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by a Construction Change Directive until the cost and time have been agreed to by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR

OWNER:
Sun Communities Finance, LLC

CONTRACTOR:
RCM Utilities, LLC

By: _____
Name/Title: _____
Date: _____

By: _____
Name/Title: _____
Date: _____

EXHIBIT E

Partial Conditional Waiver

I/we, ***RCM Utilities***, have a contract with ***Sun Communities Finance, LLC*** to ***Install New Generator and Automatic Transfer Switch*** for the improvement of the property described as ***Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159*** and having been paid in the amount of \$_____ hereby, the Lien Claimant's construction lien rights are waived and released against the Property to the amount of \$_____, for labor/materials provided through _____ (date).

This waiver, together with all previous waivers, if any, **(circle one) does/does not** cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

This waiver is conditioned upon actual payment of the amount shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address:

_____ RCM Utilities, LLC

1451 Pine Grove Road
Eustis, FL 32726

By: _____
(Signature of authorized signer)

Telephone: (352) 561-2990

Name: _____
(Printed name of authorized signer and title)

Signed on: _____

Signed and sworn before me this _____ day of _____, 20____

(Signature of Notary Public)

Notary Public in the County of _____, State of _____

My Commission Expires: _____

Acting in the County of _____, State of _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS – RETAIN A COPY FOR YOUR RECORDS

EXHIBIT F

Partial Unconditional Waiver

I/we, **RCM Utilities**, have a contract with **Sun Communities Finance, LLC** to **Install New Generator and Automatic Transfer Switch** for the improvement of the property described as **Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159** and having been paid in the amount of \$ _____ hereby, the Lien Claimant's construction lien rights are waived and released against the Property to the amount of \$ _____, for labor/materials provided through _____ (date).

This waiver, together with all previous waivers, if any, **(circle one) does/does not** cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address:

_____ RCM Utilities

1451 Pine Grove Road
Eustis, FL 32726

By: _____
(Signature of authorized signer)

Telephone: (352) 561-2990

Name: _____
(Printed name of authorized signer and title)

Signed on: _____

Signed and sworn before me this _____ day of _____, 20_____

(Signature of Notary Public)

Notary Public in the County of _____, State of _____

My Commission Expires: _____

Acting in the County of _____, State of _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS – RETAIN A COPY FOR YOUR RECORDS

EXHIBIT G

I/we, **RCM Utilities**, have a contract with **Sun Communities Finance, LLC** to **Install New Generator and Automatic Transfer Switch** for the improvement of the property described as **Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159** and having been fully paid in the amount of **\$148,330.00** and satisfied, all of Lien Claimant's construction lien rights against the Property are hereby waived and released.

This waiver, together with all previous waivers, if any, **(circle one) does/does not** cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

This waiver is conditioned upon actual payment of the amount shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address: _____ RCM Utilities

1451 Pine Grove Road By: _____
Eustis, FL 32726 (Signature of authorized signer)

Telephone: (352) 561-2990 Name: _____
(Printed name of authorized signer and title)

Signed on: _____

Signed and sworn before me this _____ day of _____, 20____

(Signature of Notary Public)

Notary Public in the County of _____, State of _____

My Commission Expires: _____

Acting in the County of _____, State of _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS – RETAIN A COPY FOR YOUR RECORD

EXHIBIT H

Full Unconditional Waiver

I/we, RCM Utilities, have a contract with Sun Communities Finance, LLC to Install New Generator and Automatic Transfer Switch for the improvement of the property described as Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159 and having been fully paid in the amount of \$148,330.00 and satisfied, all of Lien Claimant's construction lien rights against the Property are hereby waived and released.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address:

_____ RCM Utilities

1451 Pine Grove Road
Eustis, FL 32726

By: _____
(Signature of authorized signer)

Telephone: (352) 561-2990

Name: _____
(Printed name of authorized signer and title)

Signed on: _____

Signed and sworn before me this _____ day of _____, 20____

(Signature of Notary Public)

Notary Public in the County of _____, State of _____

My Commission Expires: _____

Acting in the County of _____, State of _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS – RETAIN A COPY FOR YOUR RECORD

Lien Waiver Review Checklist

1. Waivers	Checked
1.1 Contractor only to submit Partial Conditional Waiver with first pay application	
1.2 Partial Unconditional Waivers for all subsequent pay applications	
1.2.1 Waivers needed from contractor and all subcontractors and suppliers listed on prior Sworn Statement	
1.2.2 Company name must match exactly	
1.2.3 Date must be same or more recent than the date of last pay application	
1.2.4 Amount must be equal or greater than what shown on last sworn statement	
1.2.5 Circle "Does" in second paragraph	
1.3 Verify Partial Unconditional Waiver for general contractor is on file	
1.4 For final pay application (including release of retainage):	
1.4.1 Full Unconditional Waivers for contractor and all subcontractors/suppliers listed on any sworn statement	
1.4.2 Company name must match exactly	
1.4.3 Verify all waivers are notarized	
1.4.4 Dates must be same or more recent than the date of last pay application	

EXHIBIT M

Application for Payment
(Forms on following pages.)

Payment Application Review Checklist

In addition to the Application for Payment (G702) and Continuation Page (G703), the following documents (unless dictated by statute) must be submitted with each application for payment to constitute a complete Payment Application Packet.

Document List – First and Subsequent Payment Requests	Checked
1. Sworn Statement in the form (<u>Exhibit O</u>)	
2. With the 1 st pay application - Partial Conditional Lien Waiver from the Contractor (<u>Exhibit E</u>)	
3. Starting with the 2 nd pay application – Partial Unconditional Lien Waivers from the Contractor, all 1 st tier subcontractors, suppliers, and contracted labor included in the prior pay application (<u>Exhibit F</u>)	
4. Any additional information that may be requested by Owner or Lender to prove Contractor has paid subcontractors, suppliers, and/or contracted labor	
Document List – Final Payment Request	Checked
1. Sworn Statement in the form (<u>Exhibit O</u>)	
2. Final Certificate of Occupancy or other document issued by the governmental agency	
3. All maintenance and operating manuals	
4. Any guarantees or warranties required by the Contract Documents	
5. Final Payment Receipt and Release (<u>Exhibit N</u>)	
6. Full Conditional Waivers from the Contractor, subcontractors, suppliers, venders and contracted labor (<u>Exhibit G</u>)	
7. Full Unconditional Waivers from the Contractor, subcontractors, suppliers, venders and contracted labor (<u>Exhibit H</u>) should be delivered 10 days after final payment	
8. Any additional information that may be requested by Owner or Lender to prove Contractor has paid subcontractors, suppliers, and/or contracted labor	

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: PROJECT: APPLICATION NO.: Distribution to:
 PERIOD TO: OWNER
 PROJECT NOS.: ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM\$ _____
2. Net change by Change Orders\$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2).....\$ _____
4. TOTAL COMPLETED & STORED TO DATE\$ _____
(Column G on G703)
5. RETAINAGE:
 - a. _____% of Completed Work\$ _____
(Columns D + E on G703)
 - b. _____% of Stored Material\$ _____
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703)\$ _____
6. TOTAL EARNED LESS RETAINAGE\$ _____
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$ _____
8. CURRENT PAYMENT DUE\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)\$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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

CONTRACTOR:

By: _____ Date: _____

State of:
County of:
Subscribed and sworn to before
me this _____ day of _____

Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

APPLICATION NO.:

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE:

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		% (G ÷ C)			



EXHIBIT O

Sworn Statement

(Form on following pages.)

SWORN STATEMENT CHECKLIST

	Checked
1.1 Verify that Owner, Period, and Application Number are correct	
1.2 Verify statement is signed and notarized	
1.3 Verify the balances in all columns match	
1.3.1 Total Contract Price matches	
1.3.2 Change Orders match	
1.3.3 Total Adjusted Contract Price matches	
1.3.4 Amount Already Paid matches	
1.3.5 Amount Currently Owed matches	
1.3.6 Total Retention Withheld matches	
1.3.7 Balance to Complete matches (balance may be minus retainage)	
1.3.8 Anyone who has submitted a NTO must be listed and provide a lien waiver	
1.4 Owner's Representative has reviewed and approved the Sworn Statement.	

SWORN STATEMENT FOR CONTRACTOR OR SUBCONTRACTOR

Project _____
Owner _____
Contractor's Name _____
Period From _____
Request No. Application #1 _____

STATE OF MICHIGAN, COUNTY OF _____

being duly sworn deposes and says:

1) That _____ is the General Contractor for an improvement to the following described real property situated in _____ County, State of Michigan, described as follows:

2) That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the General Contractor has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Table with 12 columns: No., Name of Subcontractor, Improvement Furnished, Original Contract / Budget, Change Orders, Adjusted Contract, Amount Already Paid, Amount Currently Owing, Total Retention Withheld, Balance to Complete, Amount of Laborer Wages Due but Unpaid, Amount of Laborer Fringe Due but unpaid. Includes a TOTALS row at the bottom.

NOTE: SOME COLUMNS ARE NOT APPLICABLE TO ALL PERSONS LISTED.

3) That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

4) Deponent further says that he or she makes the foregoing statement as the General Contractor or as _____ of the General Contractor for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to the Lien Statute for the State of _____ as amended.

WARNING TO DEPONENT: A PERSON WHO WITH INTENT TO DEFRAUD GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED FOR IN THE LIEN STATUTE FOR THE STATE OF TEXAS AS AMENDED.

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2011.

_____, Notary Public, State of _____ County acting in _____ County. My Commission expires _____.

24 Meter and 24 Transmitters

Sensus Accustream 5/8x3/4 Meters and Parts



Speedread Technologies
 4525 Saguaro Trail
 Indianapolis, IN 46268
 Phone: 317-824-4544

Please send Order Form to:
 Email: orders@speedreadtech.com
Speedread Account Manager Name:
 Jazzmine Walker

Date: 2/6/2025

Shipping Method:
 Ground

*Expedited Ship Contingent on Availability

Ship to Address:
 216 MAGNOLIA DR
 LADY LAKE, FL
 32159

Billing Address:
 SAME

Property Name:
 Water Oak

Attn: _____

Email: ~~188426~~ bjoyce@suncommunities.com

Warranty Replacement?

Quantity	Part	Description	Unit Price	Total
24	End Point (Transmitter) 5/8x3/4 Accustream	451.1875 W E2 46	\$ 117.00	#####
24	Meter	Accustream Meter Gallons (1:10)	\$ 150.00	#####
	Jacket	Insulated Meter Jacket for 5/8x3/4 or 5/8x5/8 Meters Only	\$ 18.00	\$ -
	5A	Retainer Half Rings (2 required)	\$ 2.50	\$ -
	6	Screen	\$ 2.25	\$ -
	7	Sensus Measuring Chamber	\$ 44.00	\$ -
	8	Seal Plate Adapter (Wedge)	\$ 1.15	\$ -
	8A	Measuring Chamber O-Ring	\$ 0.35	\$ -
	9	Spring Ring	\$ 1.50	\$ -
	10	Spring Ring O-Ring	\$ 1.25	\$ -
	11	Lock Tabs (2 required to replace any meter part)	\$ 1.50	\$ -
	12	Polymer Freeze Plate	\$ 12.50	\$ -
24	CONKIT	Wire Connection Kit (3 Scotchloks and grease tube)	\$ 4.00	\$ 96.00
	34BV	3/4" Threaded Ball Valve	\$ 25.00	\$ -
48	Polymer Coupling	Meter Coupling 3/4" thread, incl. gasket (Sold in multiples of 2)	\$ 5.25	\$ 252.00
	Coupling Gasket (2 Required)	Selection Required	\$ 0.50	\$ -
	5-9Y	Crimping Pliers for Wire Connectors	\$ 30.00	\$ -
	Socket	Sensus Register Removal Socket	\$ 30.00	\$ -
	ILL039A	Sensus Touch Pad	\$ 36.50	\$ -
	CellPoint	Cellular Transmitter	\$ 293.33	\$ -
			Subtotal:	\$ 6,756.00

Approval: _____

*Tax and shipping to be added

Replace pipe (10 ft.)

INVOICE

Property Services by K & D LLC
PO Box 16
Altoona, FL 32702

accounting@kndpropertieservices.com
m
+1 (352) 269-1731
kndpropertieservices.com



Bill to
Water Oak CC New Const
216 Magnolia Dr
Lady Lake
FL
32159

Ship to
Water Oak CC New Const
216 Magnolia Dr
Lady Lake
FL
32159

Invoice details

Invoice no.: 5536
Terms: Net 30
Invoice date: 02/14/2025
Due date: 03/16/2025

Product or service	Description	Qty	Rate	Amount
Plumbing	8in water main leaking. Turned two isolation valves off on both ends of the street. Dug down with machine and found line leaking at bell end. Cut and removed 10 ft of 8in c900 pipe. Replaced with new c900 pipe and two 8in mechanical joints. Turned water back on. No leaks. Backfilled hole and cleaned up.	1	\$5,500.00	\$5,500.00

Total **\$5,500.00**

Ways to pay



[View and pay](#)

Replace pipe (15 ft.)

INVOICE

Property Services by K & D LLC
PO Box 16
Altoona, FL 32702

accounting@kndpropertyservices.com
m
+1 (352) 269-1731
kndpropertyservices.com



Water Oak Country Club Estates:635 Hickory Hill

Bill to
635 Hickory Hill
216 Magnolia Dr
Lady Lake FL
32159

Ship to
Water Oak Country Club Estates
635 Hickory Hill
Lady Lake, FL 32159

Invoice details

Invoice no.: 5620
Terms: Net 30
Invoice date: 03/17/2025
Due date: 04/16/2025

Product or service	Description	Qty	Rate	Amount
Plumbing	<p>3/14 - Called for a possible 3-inch water main leak. Upon arrival, open cut concrete driveway with cut saw. Removed concrete with excavator. Dug down with excavator, using pump to remove water. Discovered the pipe that was broken was a 4 inch by 3 inch pvc tee. Due to Friday night and time. Unable to obtain material. Called around and located material at 2 supply houses that opened at 8 am. Saturday morning.</p> <p>3/15 - Arrived at the supply houses and obtained material. Pre-glued pipe into the fitting to allow cure time to start. Arrived back on site, waited on water to be shut down. Once water was shut down, pumped down water from the hole. Removed necessary dirt to access the pipe to allow for work on the pipe. Cut out 15ft section of pipe replacing the 15 ft with new pipe and fittings. Used mechanical couplings so that when the last connection was made, we could turn water back on. Turn water on and tested. Obtained clean dry fill to backfill hole and hauled wet fill off site. Backfilled area and cleaned up.</p>	1	\$8,500.00	\$8,500.00

Ways to pay

Total

\$8,500.00



Note to customer

Thank you for your business.

[View and pay](#)

Keeton Enterprises Inc
 P.O. Box 1424
 UMATILLA, FL 32784 US
 3867177033
 pakkeeton@yahoo.com
 keiconcrete.com

Estimate

ADDRESS
Sun Communities c/o Water Oak 224 Magnolia Dr. Lady Lake, FL 32159

ESTIMATE #	DATE
1321	03/19/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Concrete repairs - 635 Hickory Hill			
	Concrete Repairs	Replace concrete driveway - 30 x 14 with flares -	428	7.50	3,210.00
	02.10 Demo	Demo - concrete removal	1	1,200.00	1,200.00
	02.10 Demo	Demo - dumpster fee	1	350.00	350.00

TOTAL **\$4,760.00**

Accepted By

Accepted Date

New 100HP Well Pump



Short Form Construction Contract

To be used for contracts valued under \$500,000.00

OWNER:
Sun Communities Finance, LLC/Sun Communities, Inc.
27777 Franklin Road #300
Southfield, MI 48034

CONTRACT NUMBER: WAT030425

DATE ORDERED: March 4, 2025

OWNER'S AGENT & DESIGNATED REPRESENTATIVE:
Michelle Harmon, General Manager
Beth Pogue, RVP-Operations & Sales
Amy Herndon, DVP-Operations & Sales

CONTRACTOR/SERVICE PROVIDER INSTRUCTIONS
THIS CONTRACT NUMBER MUST APPEAR ON ALL
CORRESPONDENCE, INVOICES, PACKAGES AND
SHIPPING PAPERS RELATING TO THIS CONTRACT.

PROJECT: New 100 HP Pump

CONTRACTOR/SERVICE PROVIDER:
ProPump & Controls
30 Stonecrest Ct.
Shelbyville, KY 40065
(502) 633-0677

SITE: Water Oak Country Club Estates
216 Magnolia Drive
Lady Lake, FL 32159

THE CONTRACTOR/SERVICE PROVIDER AGREES TO PROVIDE ALL NECESSARY LABOR, MATERIAL, EQUIPMENT, TOOLS AND SERVICES AND PERFORM ALL WORK REQUIRED IN CONNECTION WITH THE PROJECT AS FOLLOWS:

New 100 HP Pump	Price per Unit	Qty.	Total
Crane: Crane rental	\$2,000.000	1	\$2,000.00
Sublet: 100HP pump w/ refub head and PB	\$22,540.880	1	\$22,540.88
Labor: Technician labor	\$3,456.000	1	\$3,456.00
Valve, check, wafer, 6", Flomatic 888VFD, #2437VFDH	\$1,011.000	1	\$1,011.00
Bolt, nut, washer, set, for 6" SCV, ZN PI	\$82.370	1	\$82.37
Gasket, flg, 6 in, 150#, 1/16	\$13.970	2	\$27.94
Bolt, nut, washer, set, 1"x3.5", discharge head	\$98.740	1	\$98.74
Boot, motor, MSC 2, medium	\$47.174	3	\$141.52
Misc. installation materials	\$175.00	1	\$175.00
Tax	n/a	n/a	<u>\$1,822.01</u>
GRAND TOTAL			\$31,355.46
THE CONTRACT SUM: \$31,355.46			
COMMENCEMENT DATE: March 12, 2025, <i>estimated</i>			
COMPLETION DATE: March 31, 2025, <i>estimated</i>			

SPECIAL TERMS AND CONDITIONS:

It is mutually understood and agreed that if the scope of work as herein described has been started by the Consultant prior to final execution of this Purchase Order and that all terms and conditions as stated herein shall apply to all work or services provided under this Agreement.

Itemized Proposal to be attached as Exhibit B. All terms and conditions of Sun Communities Short Form Contract take precedence over Contractor/Service Provider terms and conditions as may be noted on the Exhibit B attachment. This contract expressly limits acceptance to the terms hereof, including the attached terms and conditions. Any additional terms are rejected and not incorporated into this contract, including any terms that may be included or attached to Contractor/Service Provider's bid or proposal whether or not attached hereto.

[Signature Page To Follow]

[Signatures Page for Construction Contract]

ACCEPTED:

CONTRACTOR/SERVICE PROVIDER:
ProPump & Controls

OWNER:
Sun Communities Finance, LLC

BY: *Kelly M. Conn*

BY: *Amy Herndon*

NAME: Kelly M Conn

NAME: Amy Herndon

TITLE: Representative

TITLE: DVP-Operations & Sales

DATE: 3/6/25

DATE: Mar 6, 2025

TERMS AND CONDITIONS

1. **ACCEPTANCE:** CONTRACTOR/SERVICE PROVIDER SHALL ACCEPT THIS CONTRACT BY SIGNING AND RETURNING THE ACKNOWLEDGMENT COPY HEREOF, OR BY COMMENCEMENT OF ANY SERVICES OR DELIVERY OF ANY GOODS OR EQUIPMENT TO THE SITE. OWNER'S AGENT IS ACTING SOLELY AS AGENT FOR THE OWNER AND SHALL HAVE NO LIABILITY FOR ANY PAYMENT DUE CONTRACTOR/SERVICE PROVIDER FROM THE OWNER.

2. **WORK:**

(a) Contractor/Service Provider shall furnish all labor, materials, tools, equipment, supervision and services necessary to prosecute and complete the Work specified in the Contract Documents listed in Exhibit C (the "Work").

(b) The Contract Documents shall consist of this Contract, exhibits, and the Contractor/Service Provider's proposal attached as Exhibit B (hereinafter, the "Contract"); other documents listed in this Contract; and Modifications issued after execution of this Contract.

(c) The Work shall be performed by the Contractor/Service Provider in a good and workmanlike manner in accordance with the drawings and specifications in the Contract Documents.

(d) Contractor/Service Provider acknowledges that it has reviewed the drawings and specifications and/or instruction provided by the Owner or Owner's Agent, that the same are adequate to allow Contractor/Service Provider to complete the Work.

(e) Contractor/Service Provider acknowledges that it is familiar with the conditions relating to the Work and the Site and with all other matters and conditions which could affect the performance of the Contract and Contractor/Service Provider assumes all risks with regard thereto.

(f) The Work includes all items reasonably inferable from the Contract Documents to produce the results intended. Reasonably inferable as used herein means (i) work which is customarily provided or furnished, in connection with work of a nature or of a quality similar to the Project and is needed for the proper operation or use of any item of work described, depicted or indicated in the Contract Documents.

(g) The Contractor/Service Provider shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

(h) In the event that a specific requirement of the Work conflicts with applicable laws, regulations or codes, the Contractor/Service Provider shall furnish Work which complies with such laws, regulations, and/or codes. In such case, the Owner shall issue a Change Order to the Contractor/Service Provider unless the Contractor/Service Provider recognized such non-compliance prior to execution of this Contract and failed to notify the Owner.

(i) The Contractor/Service Provider shall obtain all necessary approvals, permits and licenses unless otherwise noted herein.

(g) The Owner and Contractor/Service Provider acknowledge that if the Contractor/Service Provider has commenced work identified in this Contract prior to the execution of this Contract, notwithstanding when such services were provided, all work performed shall be governed by the terms and conditions of this Contract.

3. **TIME OF COMMENCEMENT AND COMPLETION:**

(a) The Contractor/Service Provider shall commence and complete the Work by the date specified on the face hereof. Contractor/Service Provider shall perform the Work at such time and in such order and sequence as is required for the best possible progress of the Work.

(b) Should the Contractor/Service Provider be delayed in the prosecution of the Work by the act or fault of the Owner, the Owner's Agent or of any other contractor or service provider retained by the Owner or by any damage caused by fire, lightning, earthquake, cyclone, unexpected and unusual weather condition, or for any other causes shown to the satisfaction of the Owner's Agent to be without fault or neglect of the Contractor/Service Provider, then the time for completion shall be extended for such reasonable period of time as the Owner's Agent shall determine. No such extension of time shall be allowed unless the Contractor/Service Provider gives the Owner written notice of the delay and claim for extension of time within five (5) days of discovering the event causing a potential delay. The extension of time herein provided for shall be the Contractor/Service Provider's sole and exclusive remedy for any delay and Contractor/Service Provider shall have no claim for damages against the Owner.

(c) Owner shall have the right to order the Contractor/Service Provider to change material supplier and/or substitute materials in the event Owner reasonably believes the Contractor/Service Provider will not be able to complete the Work in accordance with the Project schedule. Any and all additional costs involved due to such changes or substitutions shall be the responsibility of the Contractor/Service Provider.

4. **CHANGES:**

(a) The Owner shall have the right, from time to time, to order changes in the Work, such changes to be effective only upon written change order from Owner ("Change Order"). Any adjustment to the Contract Sum or to the time for completion of the Work shall be made in accordance with the applicable provisions of this Contract and the unit price or other basis set forth in this Contract or on an agreed upon equitable basis.

(b) Change Orders shall be processed as follows:

- (i) Promptly after receipt of a Change Order, Contractor shall submit to Owner a detailed statement detailing any necessary adjustment to the Contract Sum (and the various components thereof) and any proposed adjustment in the Project Schedule.
 - (ii) Owner shall notify Contractor whether the proposed adjustments are acceptable and, if they are, Contractor shall prepare a Change Order for execution by the Owner and the Contractor.
 - (iii) The amount and adjustment of time set forth in such Change Order shall be deemed to cover all costs and delays to the Contractor associated with the change in Work, including impact costs and delays, and no further or subsequent adjustments to the Contract Sum or the Project Schedule shall be allowed.
 - (iv) Owner reserves the right to reject any proposal submitted by the Contractor and to have the work done by others.
- (c) Notwithstanding any inability to agree upon an adjustment, or the basis for an adjustment, Contractor/Service Provider shall, if directed by Owner, nevertheless proceed in accordance with the change, and the Contract Sum shall be adjusted as reasonably determined by the Owner with any dispute to be resolved after the completion of the Work.
- (d) Failure to submit a proposal for an increase in the Contract Sum or the Contract Time within a reasonable period of time after a change, shall conclusively establish that no adjustment in the Contract Sum or Contract Time is justified in respect of such change and any subsequent claims in respect thereof shall be barred.
- (e) This Contract may be amended only by a written agreement executed by both parties.

5. **CONTRACT SUM AND PAYMENTS:**

- (a) Owner shall pay Contractor/Service Provider for the full and complete performance of the Work, the Contract Sum specified on the face hereof.
- (b) The Contract Sum includes all taxes, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Owner, Contractor/Service Provider shall furnish satisfactory evidence of payment of such taxes.
- (c) Unless otherwise specified on the face hereof, on or before the first day of each month, the Contractor/Service Provider shall submit to the Owner's Agent an itemized progress statement showing the amount of labor and materials incorporated in the Work as of the twenty-fifth (25th) day of the preceding month in the form attached as Exhibit M. Stored materials may not be included in such statement without the prior written consent of the Owner's Agent. The Owner shall check such statement and, if found correct, the Owner shall pay the Contractor/Service Provider ninety (90%) percent of the amount thereof, less the aggregate of previous payments. Payment of the retention will be made upon completion of initial punch list of items to still complete and/or correct.
- (d) As a condition precedent to all payments hereunder, upon request, the Contractor/Service Provider shall submit a sworn statement setting forth all subcontractors, service providers, material suppliers and laborers who have performed Work or provided materials for the Contractor/Service Provider under this Contract in the form attached as Exhibit O. Partial conditional waivers of lien from Contractor/Service Provider for all work, labor and materials theretofore supplied or performed in the form attached as Exhibit E shall be presented with the first progress payment requests. Starting with the second progress payment request, Contractor/Service Provider shall provide partial unconditional waivers attached as Exhibit F from Contractor/Service Provider, subcontractors, suppliers, and contracted laborers. Full conditional waivers of lien from Contractor/Service Provider for all work, labor and materials theretofore supplied or performed shall be presented with the final payment request in the form attached as Exhibit G.
- (e) In exchange for the final payment, Contractor/Service Provider shall present Owner with a full unconditional waiver for all work, labor and materials theretofore supplied or performed at the Project in the form attached as Exhibit H. Contractor/Service Provider warrants that all vendors, suppliers and subcontractors will be paid in full with the funds paid to the Contractor/Service Provider. The Contractor/Service Provider also agrees to provide further evidence as may be required by the Owner or Owner's lender, if any.
- (f) Owner shall have the right to withhold payment for defective work not remedied. If any such deficiencies are not promptly corrected after written notice, the Owner may rectify same at the Contractor/Service Provider's expense and deduct all costs and expenses incurred thereby from amounts due the Contractor/Service Provider.
- (g) If at any time there shall be evidence of any lien or claim against the Owner or the Site as a result of Contractor/Service Provider's operations, or if there shall be claims of the Owner or any other person against the Contractor/Service Provider, the Owner shall have the right to retain, out of any amount due or to become due to Contractor/Service Provider, an amount sufficient to completely indemnify the Owner against any such lien or claim, including attorneys' fees.
- (h) In the event of any dispute between Owner and Contractor/Service Provider, Owner shall be obligated to make all payments due to Contractor/Service Provider over which there is no good faith dispute and Contractor/Service Provider shall not, if it receives such payments, stop the Work or terminate the Contract.
- (i) No payment made under this Contract, including final payment, shall be construed to be an acceptance of defective or improper workmanship or materials or certificate of waiver of any claims by the Owner.

6. **PROCEDURES:**

- (a) Unless otherwise provided herein, removal of rubbish and debris caused by the Contractor/Service Provider's Work shall be done by the Contractor/Service Provider whenever required by the Owner. If the Contractor/Service Provider fails to remove rubbish or debris, the Owner's Agent may do so at the Contractor/Service Provider's expense. The Project site shall be maintained in an orderly and clean condition and the Contractor/Service Provider shall leave the Project site, at the completion of the Contractor/Service Provider's Work, free

of all rubbish and debris caused by the Contractor/Service Provider and in a condition satisfactory to the Owner's Agent. The Owner's Agent reserves the right to cause all unidentifiable debris to be removed from the Project site and allocate the cost thereof, by way of back charge or otherwise, among the responsible parties.

(b) The Contractor/Service Provider shall promptly submit shop drawings, samples and other submittals required under the Contract Documents expeditiously and in a manner that will not cause delay in the progress of the Work. No extension of time shall be granted for delay by the Contractor/Service Provider in preparing drawings or in securing approval of the Owner's Agent where such drawings are not properly prepared or when the Contractor/Service Provider, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay. No portion of the Work requiring shop drawings, samples or other submittals shall be commenced until the Contractor/Service Provider has submitted, and the Owner's Agent has approved such submittals.

(c) The Contractor/Service Provider, in carrying out its Work, shall take all necessary precautions to properly protect the finished and unfinished work of other trades and adjacent property from interference or damage caused by its operations and further agrees to pay the Owner for any damages or delay that may be caused to such work by the Contractor/Service Provider.

(d) Any workers may be refused admittance to the Project site or may be requested to leave the Project site at any time by the Owner and the Owner shall not be required to have or state any reason for such action. In the event any workers are so barred from the Work, the Contractor/Service Provider shall immediately replace such workers with personnel satisfactory to the Owner.

(e) The Contractor/Service Provider specifically agrees that it is responsible for the protection of its Work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Owner, any damage to its Work which occurs prior to said final acceptance.

7. WARRANTY:

(a) Contractor/Service Provider warrants that all of the Work and materials will be as represented, and will conform with plans, specifications and samples, and comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, will be of sound materials and good workmanship, will be free from defects, will be fit and suitable for the purpose intended and will comply with all of the requirements of this Contract.

(b) The Contractor/Service Provider warrants that title to all Work, including instruments of service will pass to the Owner no later than the time of payment. The Contractor/Service Provider further warrants that, upon submittal of a payment request, all Work shall, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor/Service Provider and all persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

(c) Without limiting the foregoing, Contractor/Service Provider guarantees the Work for such period as may be provided in the specifications and, in any event, until the expiration of not less than one (1) year from and after completion of the Work and acceptance by the Owner. Contractor/Service Provider shall make all repairs, replacements or adjustment required during the warranty period.

(d) The foregoing warranties shall be in addition to and not in lieu of or in waiver of any other or further warranties or obligations which may be implied by law or which may be provided by any law or regulation.

8. INSURANCE:

(a) Contractor/Service Provider shall maintain and pay for insurance coverage of the types and with the limits set forth on Exhibit A.2, Insurance Requirements, attached hereto and incorporated herein by reference. Such coverage shall be maintained in form and with companies acceptable to the Owner and shall, notwithstanding the requirements of Exhibit A.2, meet the applicable requirements of any governmental authority having jurisdiction over the Work. Each policy of insurance shall name the Owner, Owner's Agent, Owners Lender, if any, and any others named on Exhibit A.2 as additional insureds and shall provide for thirty (30) days' notice of cancellation to Owner and Owner's Agent. Certificates evidencing such insurance shall be delivered to Owner's Agent prior to commencing the Work. In lieu of naming the Owner and the Owner's Agent as additional named insureds, the Contractor/Service Provider may provide an Owner's/Contractor/Service Provider's Protective Policy providing equivalent coverage to all named on Exhibit A.2.

(b) Contractor/Service Provider shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds and similar items not covered by the Owner's fire policy.

(c) Owner, Owner's Agent and Contractor/Service Provider waive all rights against each other for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

9. INDEMNITY:

(a) Contractor/Service Provider agrees to indemnify, defend and hold harmless the Owner and/or Owner's Agent, Sun Communities, Inc., Sun Communities Operating Limited Partnership, and their agents and employees from and against any claim, cost, expense or liability (including attorneys' fees), whether arising before or after completion of the Contractor/Service Provider Work caused by, arising out of, resulting from the performance of the Work by the Contractor/Service Provider or its subcontractors, service providers, agents and employees. In the case of claims against the Owner, the Owner's Agent, Sun Communities, Inc., Sun Communities Operating Limited Partnership, or their agent and employees by any employee of the Contractor/Service Provider, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Service Provider under worker's compensation acts, disability benefit acts or other employee benefit acts.

(b) The Contractor/Service Provider shall not permit any contractor, subcontractor, laborer, materialmen, mechanic or similar lien to be filed against any part of the Work or the property for which it has received payment from the Owner. If any such lien is filed on the Project, and if the Contractor/Service Provider does not undertake to cause any such lien to be released or discharged (by payment, bonding or otherwise) within fifteen (15) days of notice from the Owner, the Owner shall have the right to pay all sums necessary to obtain such release or discharge and deduct all amounts so paid, including any attorneys' fees and filing costs, from any amount due the Contractor/Service Provider.

10. **TERMINATION:** The Owner may terminate this Contract for its convenience and without cause upon five (5) days written notice to Contractor/Service Provider. In such event, the Contractor/Service Provider shall be paid for all Work properly completed as of the effective date of termination, but Owner shall not be liable for any damages or lost profit.

11. **DEFAULT:** If the Contractor/Service Provider (i) fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the schedule; (ii) causes stoppage or delay of or interference with the Project; (iii) fails in the performance or observance of any of the provisions of this Contract; or (iv) shall file a voluntary petition in bankruptcy; be adjudicated insolvent; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property; make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due, then Owner, after giving the Contractor/Service Provider notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

(a) Require the Contractor/Service Provider utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome any delay attributable to Contractor/Service Provider's default.

(b) Remedy the default by whatever means the Owner's Agent may deem necessary and appropriate including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for the Project) and deduct the cost from any monies due or to become due to Contractor/Service Provider.

(c) Terminate this Contract without waiving or releasing any rights or remedies against Contractor/Service Provider or its sureties, and take possession of the Work, and all materials, equipment, facilities, tools, scaffolds and appliances of the Contractor/Service Provider relating to the Work, for the purposes of completing the Work.

(d) Recover from Contractor/Service Provider all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees incurred by Owner as a result of Contractor/Service Provider's default.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy provided in this Contract or now or hereafter existing at law or in equity.

12. **OWNERSHIP OF DOCUMENT:**

Drawings and specifications developed by the Contractor/Service Provider as the work product under this Contract shall become the sole property of the Owner free and clear of any retention rights.

13. **CONFIDENTIAL INFORMATION:**

In order for the Contractor/Service Provider to effectively fulfill its obligations under this Contract, it may be necessary for the Owner to disclose confidential or proprietary information. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor/Service Provider shall instruct its employees, subcontractors, and service providers to regard all information gained by each such person, as a result of services rendered hereunder, as information which is confidential and proprietary to the Owner and not to be disclosed to any organization or individual without the prior consent of the Owner.

14. **OTHER OWNER'S CONTRACTOR/SERVICE PROVIDERS:**

The Owner reserves the right to (i) employ other contractor/service providers at Owner's sole cost and expense, to perform similar work as the Contractor/Service Provider for the Project; and (ii) the Contractor/Service Provider agrees to cooperate fully and to share information with the other contractor/service providers.

15. **NOTICES:**

Any notice from Owner to Contractor/Service Provider or from Contractor/Service Provider to Owner shall be deemed duly served if personally served, if mailed by certified mail, return receipt requested, if sent via overnight courier service, or if sent via facsimile or email to the facsimile number or email address set forth below, and addressed to such party as follows:

If to Contractor/Service Provider:

***ProPump & Controls
30 Stonecrest Ct.
Shelbyville, KY 40065
(502) 633-0677***

If to Owner:

Sun Communities, Inc.
c/o Water Oak Country Club Estates
27777 Franklin Rd., Suite 300
Southfield, MI 48034
Beth Pogue
(248) 208-2500
bpogue@suncommunities.com

Either party hereto may change the name, address, or facsimile number of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as hereinbefore provided.

16. **CONSTRUCTION:** This Contract shall not be construed more strictly against one party than the other, merely by virtue of that fact that it may have been prepared by counsel for one of the parties, it being recognized that both Contractor/Service Provider and Owner have contributed substantially and materially to the preparation of this Contract.

17. **COUNTERPARTS:** This Contract may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

18. **GOVERNING LAW:** The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

19. **SUCCESSORS AND ASSIGNS:** The Owner and Contractor/Service Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract Documents. Except that the Owner may assign this Contract to a lender providing financing for the Project, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

20. **ENTIRE AGREEMENT:** This Contract and the documents incorporated herein set forth the entire Contract between the Owner and the Contractor, including the following exhibits.

LIST OF EXHIBITS

- Exhibit A.1 – Omitted/Not Applicable
- Exhibit A.2 – Insurance Requirements
- Exhibit B – Contractor Proposal
- Exhibit C – Contract Documents
- Exhibit D – Change Order
- Exhibit E – Partial Conditional Waiver
- Exhibit F – Partial Unconditional Waiver
- Exhibit G – Full Conditional Waiver
- Exhibit H – Full Unconditional Waiver
- Exhibit I – Omitted/Not Applicable
- Exhibit J – Omitted/Not Applicable
- Exhibit K – Omitted/Not Applicable
- Exhibit L – Omitted/Not Applicable
- Exhibit M – Application for Payment
- Exhibit N – Omitted/Not Applicable
- Exhibit O – Sworn Statement
- Exhibit P – Omitted/Not Applicable

EXHIBIT A.2

**Insurance Requirements
Sun Short Form Construction Contract**

Contractor shall, with respect to the Work, maintain and pay for the following insurance coverages with minimum limits in the respective amounts indicated.

<u>TYPE</u>	<u>MINIMUM LIMIT</u>
(a) Worker's Compensation as required by Law.	Statutory
(b) Employer's Liability. The required Worker's Compensation Insurance shall extend to cover employer's liability.	\$100,000 Each Occurrence
(c) General Liability including: <ul style="list-style-type: none">• Comprehensive Form• Premises – Operations• Completed Operations Liability Products Liability• Contractual Liability for all liability assumed by the Contractor.• Broad Form Property Damage• Independent Contractors• Personal Injury• Explosion & Collapse• Underground	Bodily Injury: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate Property Damage: \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
(d) Comprehensive Automobile Liability including owned, non-owned and hired vehicles.	Bodily Injury: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate Property Damage: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
(e) Excess Liability - Umbrella Form bodily injury and property damage combined.	\$1,000,000 Each Occurrence

All insurance required to be maintained shall list **Sun Communities Finance, LLC, dba Water Oak Country Club Estates, Sun Communities, Inc., Sun Communities Operating Limited Partnership, Lender, if any, Architect/Engineer, and Agent** as an additional insured and their members, representatives, agents, employees.

EXHIBIT B

Contractor Proposal



ProPump and Controls, Inc.
30 Stonecrest Ct. Suite 100
Shelbyville, KY, 40065-8128
Phone: (502)633-0677 ext

QUOTE

Quote Nbr.: **Q009765**
Order Date: 2/27/2025
Valid Until: 3/13/2025
Sales Person: **ROB DOYER**
Reference:
Payment Terms: **Net 30**
Financing terms available upon request
For: **Gary Crowell**

FOR:	SHIP TO:	BILL TO:
Water Oak Country Club Estates Chuck Roll, 106 Evergreen Lane, FL 32159 United States of America	Water Oak Country Club Estates 216 Magnolia Dr Lady Lake FL 32159-3238 United States of America	Water Oak Country Club Estates 216 Magnolia Dr Lady Lake FL 32159-3238 United States of America

SCOPE OF WORK:

ProPump & Controls to provide labor and materials for:

Install New 100HP complete pump w rebuilt head and packing box

Test Operations

The quoted price assumes that all components are in proper working order. If any items are found to be weak or defective, the repair or replacement will be quoted in addition to the below cost.

*Applicable Tax, and Freight are not included and will be invoiced upon completion

Quoted amounts in excess of \$10,000 are subject to a 50% deposit to submit approval.

All payments by credit card are subject to a 2.80% service charge without prior agreement.

ProPump & Controls will not make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by people other than ProPump & Controls or its employees, or caused by lightning, electrical storms, or other violent weather or by any other cause beyond ProPump & Controls control. ProPump & Controls will provide such services at the Customers' request and at an additional charge

Quote valid for 15 days.

Please Note: Provided lead times for materials are estimated based on product availability from manufacturers. Lead times are not guaranteed and subject to change.

NO.	ITEM	QTY.	UOM	PRICE	AMOUNT
1	CRANE: Crane Rental	1.000	EA	2,000.000	2,000.00
2	SUBLET: 100HP Pump w refub head and PB	1.000	EA	22,540.880	22,540.88
3	LABOR: Technician Labor	1.000		3,456.000	3,456.00
4	19-003-061: VALVE,CHECK,WAFER,6",FLOMATIC 888VFD, #2437VFDH	1.000	EA	1,011.000	1,011.00
5	400-191-206: BOLT,NUT,WASHER,SET,FOR,6" SCV, ZN PL	1.000	EA	82.370	82.37
6	67-001-041: GASKET,FLG, 6 in, 150#, 1/16	2.000	EA	13.670	27.94
7	400-191-300: BOLT,NUT,WASHER,SET,1"x3.5",Discharge Head	1.000	EA	98.740	98.74
8	36-005-020: BOOT, MOTOR, MSC 2, MEDIUM	3.000	EA	47.174	141.52

Continued...

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ProPump and Controls, Inc.
 30 Stonecrest Ct, Suite 100
 Shelbyville, KY, 40065-8128
 Phone: (502)833-0677 ext

QUOTE

Quote Nbr.: Q009765
 Order Date: 2/27/2025
 Valid Until: 3/13/2025
 Sales Person: ROB DOYER
 Reference:
 Payment Terms: Net 30
 Financing terms available upon request
 For: Gary Crowell

9	SOMISC: Misc Installation Materials	1.000	EA	175.000	175.00
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Signature: _____

Date: _____

Requested Delivery Date _____

Quote Total:	29,533.45
Less Discount:	0.00
Tax Total:	1,822.01
Total (USD):	31,355.46
Deposit Due:	

Continued...

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ProPump and Controls, Inc.
 30 Stonecrest Ct, Suite 100
 Shelbyville, KY, 40085-8128
 Phone: (502)633-0677 ext

QUOTE

Quote Mbr.: Q009765
 Order Date: 2/27/2025
 Valid Until: 3/13/2025
 Sales Person: ROB DOYER
 Reference:
 Payment Terms: Net 30
 Financing terms available upon request
 For: Gary Crowell

PAYMENT TERMS: All Purchase Orders are subject to acceptance by ProPump & Controls, Inc. Receipt of production deposit, verification of acceptable credit, and confirmation of order are required before production. All orders subject to 50% production deposit. Balance due 30 days from date of invoice.

If shipment or installation of equipment is delayed by customer request at no fault of ProPump & Controls, Inc., customer agrees to amend the contract or purchase order as follows, unless superseded by other terms noted on the accepted contract or agreement.

•Delayed shipment: Customer agrees to pay any storage fees requested by equipment manufacturer, if applicable.

•Equipment installation delayed at customer request following shipment: ProPump will furnish equipment and labor to offload equipment and store on site as directed by customer. Equipment and labor costs for the offload shall be additional to the quoted price. ProPump shall invoice customer for 90% of the equipment price, less any previous production deposits, due net 30 days following delivery of product. Balance for equipment and installation labor will be invoiced on completion of work.

Orders placed under Preferred Customer Agreements include all discounts and fee payments.

Please note that all invoices paid by Credit Card are subject to a 2.8% convenience fee without prior agreement.

How to order: Please help us expedite your order by providing the following:

Is this sale taxable? (circle one) Yes No (If the order is non-taxable, a tax exempt certificate for the "ship to" state must be submitted with this order.)

Please return one signed copy of this quotation on acceptance. Merchandise delivered or shipped is due and payable to: ProPump & Controls, Inc. 30 Stonecrest Ct. Suite 100 Shelbyville, KY 40085 Fax number: 502-633-0733 Phone: 800-844-0677.

DELIVERY: Delivery dates are estimates and confirmed shipment cannot be determined until all manufacturing details are known. ProPump & Controls Inc. will make reasonable efforts to establish a delivery schedule after receipt of an executed contract and all approvals. Seller shall not be liable for special or consequential damages caused by delay in delivery. Customer agrees to execute bill and hold contract in the event of order delay.

LATE FEES: Late fee of 1 1/2 % of the unpaid balance will be charged per month on all accounts which are past due, plus any collections or attorney's fees incurred in settlement of past due accounts.

LIEN: Seller retains a security interest in all products sold to buyer until the purchase price and other charges, if any, are paid in full as provided in Article 9 of the Uniform Commercial Code. Seller will file a Mechanics Lien or execute other documents as required to perfect the security interest in the products sold.

TAXES: State, city and local taxes are excluded from the contract price unless otherwise noted. Sales tax will be invoiced on the contract price unless written exemption is provided.

CELL MODEM: Your pump station includes one year of cell modem connection unless otherwise indicated and will automatically renew annually unless you cancel your service. You will be invoiced 30 days prior to renewal with NET 30 terms. Service shall be terminated for non-payment. If you choose not to renew, please notify ProPump & Controls no later than 30 days in advance of your renewal date. If service is terminated for any reason, a reconnection fee of \$375 shall apply plus any unpaid balance.

FACTORY AUTHORIZED WARRANTY: ProPump & Controls, Inc. warrants products manufactured by ProPump and associated component parts and/or labor, for defects in materials and workmanship for a period of one year following date of installation by ProPump, but not later than fifteen months from date of invoice if installed by others.

For products sold by ProPump & Controls, Inc but manufactured wholly by others, ProPump will extend the manufacturer's warranty to the customer, and will assist in handling warranty claims. Standard manufacturer warranties for water pumping systems are one year from date of startup by ProPump, but not later than fifteen months from date of manufacturer's invoice. Provided that all installation and operation responsibilities have been properly performed, manufacturer will provide a replacement part or component during the warranty life. Repairs done at manufacturer's expense must be pre-authorized.

Continued..

Page 3 of 4



ProPump and Controls, Inc.
30 Stonecrest Ct. Suite 100
Shelbyville, KY, 40065-8128
Phone: (502)633-0677 ext

QUOTE

Quote Nbr.:	Q009765
Order Date:	2/27/2025
Valid Until:	3/13/2025
Sales Person:	ROB DOYER
Reference:	
Payment Terms:	Net 30
Financing terms available upon request For:	Gary Crowell

This proposal may contain equipment which requires costly means to remove and replace for service or repair, due to site conditions. ProPump & Controls will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations, unless specifically agreed to in writing on the original sales proposal. This includes the use of cranes larger than 15 tons, divers, barges, helicopters, or other unusual means. All such extraordinary costs shall be borne by the customer, regardless of the reason necessitating removal of the product from service.

ProPump & Controls, Inc., or its sub-contractors are not responsible for damage to turf or cart paths, provided that Owner's Representative has designated reasonable routes for access to the site, for vehicles including heavy trucks and cranes, and ProPump & Controls, Inc and subcontractor personnel have followed those routes. For access routes which require extraordinary means to traverse, such as wet ground or thin cart paths which may require placement of boards or steel plates to prevent damage, additional costs may be incurred if conditions are not brought to ProPump's attention prior to submitting a proposal.

Warranty may be voided in the event of any of the following:

- Default of any agreement with supplier or manufacturer.
- The misuse, abuse of the pumping equipment outside is intended and specified use.
- Failure to conduct routine maintenance.
- Handling any liquid other than irrigation water.
- Exposure to electrolysis, erosion, or abrasion.
- Presence of destructive gaseous or chemical solutions.
- Over voltage or unprotected low voltage.
- Unprotected electrical phase loss or phase reversal.
- TDS over 1000mg
- PH levels lower than 6.0
- Calcium hardness less than 50 mg/L
- Alkalinity less than 100mg/L
- Chloride and or sulfate ions greater than 50 mg/L each
- Free chlorine or use of other strong biocides.
- Langlier Index from -50 to + 1.5
- Damage occurring when using control panel as service disconnect.

The foregoing constitutes ProPump & Control's sole warranty and has not nor does it make any additional warranty, whether express or implied, with respect to the pumping system or component. ProPump & Controls, Inc. makes no warranty, whether express or implied, with respect to fitness for a particular purpose or merchantability of the pumping system or component. ProPump & Controls, Inc. shall not be liable to purchaser or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pumping system. In no event shall ProPump & Controls, Inc. be responsible for incidental, consequential, or act of God damages, nor shall manufacturer's liability for damages to purchaser or any other person ever exceed the original factory purchase price.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2024

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 Wallace Welch & Willingham, Inc. 300 1st Ave, So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME:	
	PHONE (A/C No. Exp): 727-522-7777	FAX (A/C No.): 727-521-2902
	E-MAIL ADDRESS: certificates@w3ins.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Amerisure Ins. Co.	19488
	INSURER B: Amerisure Mutual Ins. Co.	23396
	INSURER C: Tokio Marine Specialty Ins. Co.	23850
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED: ProPump & Controls, Inc., 2101 Cantu Ct, Sarasota FL 34232
PROP&CO-01

COVERAGES CERTIFICATE NUMBER: 1437975626 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP21186270301	10/1/2024	10/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA21186260302	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CU21186280301	10/1/2024	10/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<input checked="" type="checkbox"/> 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			WC21186280302	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> Professional Errors & Omissions <input checked="" type="checkbox"/> Pollution			PPK2614889 PPK2614889	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Per Incident/Agg \$5,000,000 Per Incident/Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Water Oak Estates, Sun Communities, Finance, LLC, Sun Communities, Inc., Sun Communities Operating Limited Partnership, Lender If Any, and agent are additional insured with respect to the General Liability if required by written contract, subject to terms, conditions, and exclusions of the policy. Water Oak Estates, Sun Communities, Finance, LLC, Sun Communities, Inc., Sun Communities Operating Limited Partnership, Lender If Any, and agent are additional insured with respect to Auto Liability if required by written contract, subject to terms, conditions, and exclusions of the policy. Water Oak Estates, Sun Communities, Finance, LLC, Sun Communities, Inc., Sun Communities Operating Limited Partnership, Lender If Any, and agent additional insured on the Umbrella Liability Policy if required by written contract, subject to terms, conditions and exclusions of the policy. Umbrella Liability applies excess of General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER Sun Communities, Inc; Water Oak Estates; Sun Communities Finance, LLC 27777 Franklin Road #300 Southfield MI 48034	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
---	--

**Request for Taxpayer
 Identification Number and Certification**

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

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

Before you begin, for guidance related to the purpose of Form W-9, see Purpose of Form, below.

1 Name of entity/individual. An entity is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

PROPUMP AND CONTROLS INC

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

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

Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification: (C = C corporation, S = S corporation, P = Partnership) _____
 Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
 Exempt payee code (if any) _____
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

5a If on line 3a you checked "Partnership" or "Trust/estate" or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. (See instructions.)

5 Address (number, street, and apt. or suite no.). See instructions.
30 STONECREST COURT STE 100

6 City, state, and ZIP code
SHELBYVILLE, KY 40065

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number
 _____ - _____ - _____

OR
 Employer identification number

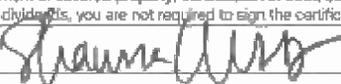
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person  Date: **01-13-25**

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 5a has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065). See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT C

Contract Documents

The Contract Documents consist of:

1. The Construction Contract to which this exhibit is attached.
2. Contractor's Proposal(s).
3. The Construction Drawings and Specifications as prepared by: N/A
4. Construction Drawings: N/A

Sheet #	Sheet Title	Revision Date
1	Contractor's proposal dated 02/27/25	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

5. Separate Specifications, if any:

N/A

6. Where applicable laws, rules, regulations, ordinances or directives differ from the Construction Documents, construction specifications, addendums and/or supplemental e-mails, if any, produced by the local jurisdiction with authority over the Project, the more stringent of which shall supersede the Construction Documents, construction specifications and addendum(s), if any.

EXHIBIT D

Change Order

Project:
(Name, Address)

Contract Information:
Contract for:
Date:

Change Order Information:
Change Order No:
Date:

Owner:
(Name, Address)

Architect/Engineer:
(Name, Address)

Contractor:
(Name, Address)

The Contract is changed as follows:
(Detailed description of change and, if applicable, reference and attach exhibits)

The original Contract Sum	\$ _____
The net change from previous authorized Change Orders	\$ _____
The Contract Sum prior to this Change Order	\$ _____
The Contract Sum will increase by this Change Order	\$ _____
The new Contract Sum including this Change Order will be	\$ _____

The Contract Time will increase by _____ (____) days
The new date of Substantial Completion will be _____

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by a Construction Change Directive until the cost and time have been agreed to by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR

OWNER:
(Name)

CONTRACTOR:
(Name)

By: _____
Name/Title: _____
Date: _____

By: _____
Name/Title: _____
Date: _____

EXHIBIT E

Partial Conditional Waiver

I/we, **ProPump & Controls** ("Lien Claimant"), have a contract with **Sun Communities Finance, LLC** ("Client") to complete a **New 100 HP Pump** for the improvement of the property described as **Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159** ("Property") and having been paid in the amount of \$ _____ hereby, the Lien Claimant's construction lien rights are waived and released against the Property to the amount of \$ _____, for labor/materials provided through _____ (date).

This waiver, together with all previous waivers, if any, **(circle one) does/does not** cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

This waiver is conditioned upon actual payment of the amount shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

ProPump & Controls

By: *Kelly M Conn*
(Signature of authorized signer)

Address: 30 Stonecrest Ct.
Shelbyville, KY 40065

Name: Kelly M Conn
(Printed name of authorized signer and title)

Telephone: (502) 633-0677

Signed on: _____

Signed and sworn before me this _____ day of _____, 20____

(Signature of Notary Public)

Notary Public in the County of _____, State of _____

My Commission Expires: _____

Acting in the County of _____, State of _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS – RETAIN A COPY FOR YOUR RECORDS

EXHIBIT G

Full Conditional Waiver

I/we, **ProPump & Controls** ("Lien Claimant"), have a contract with **Sun Communities Finance, LLC** ("Client") to complete a **New 100 HP Pump** for the improvement of the property described as **Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159** ("Property") and having been fully paid in the amount of **\$31,355.46** and satisfied, all of Lien Claimant's construction lien rights against the Property are hereby waived and released.

This waiver, together with all previous waivers, if any, **(circle one) does/does not** cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

This waiver is conditioned upon actual payment of the amount shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address: 30 Stonecrest Ct.
Shelbyville, KY 40065

Telephone: (502) 633-0677

ProPump & Controls
Kelly M. Conn
By: _____
(Signature of authorized signer)
Kelly M Conn
Name: _____
(Printed name of authorized signer and title)
Signed on: _____

Signed and sworn before me this _____ day of _____, 20____

(Signature of Notary Public)

Notary Public in the County of _____, State of _____

My Commission Expires: _____

Acting in the County of _____, State of _____

DO NOT SIGN BLANK OR INCOMPLETE FORMS – RETAIN A COPY FOR YOUR RECORD

Lien Waiver Review Checklist

1. Waivers	Checked
1.1 Contractor only to submit Partial Conditional Waiver with first pay application	
1.2 Partial Unconditional Waivers for all subsequent pay applications	
1.2.1 Waivers needed from contractor and all subcontractors and suppliers listed on prior Sworn Statement	
1.2.2 Company name must match exactly	
1.2.3 Date must be same or more recent than the date of last pay application	
1.2.4 Amount must be equal or greater than what shown on last sworn statement	
1.2.5 Circle "Does" in second paragraph	
1.3 Verify Partial Unconditional Waiver for general contractor is on file	
1.4 For final pay application (including release of retainage):	
1.4.1 Full Unconditional Waivers for contractor and all subcontractors/suppliers listed on any sworn statement	
1.4.2 Company name must match exactly	
1.4.3 Verify all waivers are notarized	
1.4.4 Dates must be same or more recent than the date of last pay application	

EXHIBIT M

Application for Payment
(Forms on following pages.)

Payment Application Review Checklist

In addition to the Application for Payment (G702) and Continuation Page (G703),
*the following documents (unless dictated by statute) must be submitted with each application for payment to constitute a complete **Payment Application Packet.***

Document List – First and Subsequent Payment Requests	Checked
1. Sworn Statement in the form (<u>Exhibit O</u>)	
2. With the 1 st pay application - Partial Conditional Lien Waiver from the Contractor (<u>Exhibit E</u>)	
3. Starting with the 2 nd pay application – Partial Unconditional Lien Waivers from the Contractor, all 1 st tier subcontractors, suppliers, and contracted labor included in the prior pay application (<u>Exhibit F</u>)	
4. Any additional information that may be requested by Owner or Lender to prove Contractor has paid subcontractors, suppliers, and/or contracted labor	
Document List – Final Payment Request	Checked
1. Sworn Statement in the form (<u>Exhibit O</u>)	
2. Final Certificate of Occupancy or other document issued by the governmental agency	
3. All maintenance and operating manuals	
4. Any guarantees or warranties required by the Contract Documents	
5. Final Payment Receipt and Release (<u>Exhibit N</u>)	
6. Full Conditional Waivers from the Contractor, subcontractors, suppliers, venders and contracted labor (<u>Exhibit G</u>)	
7. Full Unconditional Waivers from the Contractor, subcontractors, suppliers, venders and contracted labor (<u>Exhibit H</u>) should be delivered 10 days after final payment	
8. Any additional information that may be requested by Owner or Lender to prove Contractor has paid subcontractors, suppliers, and/or contracted labor	

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APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: PROJECT: APPLICATION NO.: Distribution to:
 PERIOD TO: OWNER
 PROJECT NOS.: ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: VIA ARCHITECT: CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE \$ _____
(Column G on G703)
5. RETAINAGE:
 - a. _____% of Completed Work \$ _____
(Columns D + E on G703)
 - b. _____% of Stored Material \$ _____
(Column F on G703)
 Total Retainage (Line 5a + 5b or
 Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G702-1992

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		% (G + C)			

24



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G703-1992

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EXHIBIT O

Sworn Statement
(Form on following pages.)

SWORN STATEMENT CHECKLIST

	Checked
1.1 Verify that Owner, Period, and Application Number are correct	
1.2 Verify statement is signed and notarized	
1.3 Verify the balances in all columns match	
1.3.1 Total Contract Price matches	
1.3.2 Change Orders match	
1.3.3 Total Adjusted Contract Price matches	
1.3.4 Amount Already Paid matches	
1.3.5 Amount Currently Owed matches	
1.3.6 Total Retention Withheld matches	
1.3.7 Balance to Complete matches (balance may be minus retainage)	
1.3.8 Anyone who has submitted a NTO must be listed and provide a lien waiver	
1.4 Owner's Representative has reviewed and approved the Sworn Statement.	

SWORN STATEMENT FOR CONTRACTOR OR SUBCONTRACTOR

Project: _____
Owner: _____
Contractor's Name: _____
Period From: _____
Request No.: Application #1 _____

STATE OF MICHIGAN, COUNTY OF _____

being duly sworn deposes and says:

1) That _____ is the General Contractor for an improvement to the following described real property situated in _____ County, State of Michigan, described as follows:

2) That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the General Contractor has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

Table with 12 columns: No., Name of Subcontractor, Improvement Furnished, Original Contract / Budget, Change Orders, Adjusted Contract, Amount Already Paid, Amount Currently Owing, Total Retention Withheld, Balance to Complete, Amount of Laborer Wages Due but Unpaid, Amount of Laborer Fringe Due but unpaid. Includes a TOTALS row at the bottom.

NOTE: SOME COLUMNS ARE NOT APPLICABLE TO ALL PERSONS LISTED.

3) That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
4) Deponent further says that he or she makes the foregoing statement as the General Contractor or as _____ of the General Contractor for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to the Lien Statute for the State of _____ as amended.

WARNING TO DEPONENT: A PERSON WHO WITH INTENT TO DEFRAUD BIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED FOR IN THE LIEN STATUTE FOT THE STATE OF TEXAS AS AMENDED.

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2011.

_____, Notary Public, State of
_____, County acting in
_____, County. My Commission expires
_____.

WAT New 100HP Pupmp - ProPump and Controls 03 04 25 Signed

Final Audit Report

2025-03-06

Created:	2025-03-06
By:	Leah Meray (lmeray@suncommunities.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsJEvoedrdXjRFtXsPRyNcz86Ckr7Pdlg

"WAT New 100HP Pupmp - ProPump and Controls 03 04 25 Signed" History

-  Document created by Leah Meray (lmeray@suncommunities.com)
2025-03-06 - 8:09:06 PM GMT- IP address: 69.14.167.220
-  Document emailed to Amy Herndon (aherndon@suncommunities.com) for signature
2025-03-06 - 8:09:44 PM GMT
-  Email viewed by Amy Herndon (aherndon@suncommunities.com)
2025-03-06 - 11:07:52 PM GMT- IP address: 161.123.81.203
-  Document e-signed by Amy Herndon (aherndon@suncommunities.com)
Signature Date: 2025-03-06 - 11:09:01 PM GMT - Time Source: server- IP address: 97.97.39.58
-  Agreement completed.
2025-03-06 - 11:09:01 PM GMT



Invoice

Reference No.: IN008303
 Date: 24-Feb-2025
 Due Date: 26-Mar-2025
 Customer ID: WATEROA

ProPump and Controls, Inc.
 30 Stonecrest Ct, Suite 100
 Shelbyville, KY, 40065-8128
 Phone: (502)633-0677 ext

BILL TO:

Water Oak Country Club Estates
 216 Magnolia Dr
 Lady Lake FL 32159-3238
 United States of America

SHIP TO:

Water Oak Country Club Estates
 216 Magnolia Dr
 Lady Lake FL 32159-3238
 United States of America

CUSTOMER REF. NUMBER**TERMS****CONTACT**

Net 30 Days

SCOPE OF WORK:

Date of Service : 2/12/25 - Reference Quote QO09671

ProPump & Controls provided labor and materials for the following:

Pulled 100HP deep well pump to assess and gather info and specs to quote a replacement.

Quoted \$4,804.00 (plus tax)

ITEM	EXTENDED PRICE
Labor & Travel	2,304.00
Rental	2,500.00

REMIT TO: PROPUMP & CONTROLS, INC.,30 Stonecrest Ct, Suite 100,
 Shelbyville, Ky 40065

***Late Fees of 1.5% will be charged per month
 on all accounts that are past due

Please note that all invoices paid by Credit Card are
 subject to a 2.8% convenience fee without prior agreement.

Sub Total: 4,804.00
Tax Total: 336.28
Total (USD): 5,140.28
Less Deposit 0.00
Balance Due 5,140.28